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Collective Agreement

Between

THE REGIONAL MUNICIPALITY
OF WATERLOO

And

THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1656

January 1, 1992

to December 31, 1993

0719104

I N D E X

TITLE	ARTICLE	PAGE
ABSENCE FROM WORK	49, 50, 51, 52, 53, 54	20
ARBITRATION	26, 27	14
BENEFIT PROGRAM (DRUGS, DENTAL, L.T.D., SICK LEAVE ETC.)	APPENDIX "C"	--
BENEFITS UPON EARLY RETIREMENT	APPENDIX "F"	-
BULLETIN BOARDS	59	25
CLARIFICATION OF CLAUSE 15.07	APPENDIX "E"	--
CLOTHING AND EQUIPMENT	55, 56, 57, 58	22
COPIES OF AGREEMENT	58	24
CORRESPONDENCE	18	10
DEFINITION OF EMPLOYEES	59	26
DISCHARGE	25, 26	13
DISCRIMINATION	2, 3	3
DUES	4, 5	4
GRIEVANCES	21, 22, 23, 24	12
HOLIDAYS	27, 28, 29, 30, 31	15

HOURS OF WORK, SCHEDULES, BREAKS & REPORTING	42, 43	18
WORKS JOB CLASSIFICATIONS & RATES	APPENDIX " A	--
JOB VACANCIES (POSTING)	14, 15, 16, 17, 18	9
LEAVE OF ABSENCE (UNION BUSINESS.	35, 36, 37, 38, 39, 40, 41	17
PERSONAL, JURY DUTY, BEREAVEMENT) MANAGEMENT RIGHTS	5, 6, 7	6
MEMBERSHIP	5	5
MISCELLANEOUS	60, 61 APPENDIX "D"	28
PREMIUM PAY (OVERTIME, SHIFT PREMIUM,	44, 45, 46, 47, 48, 49	19
CALL-IN, STAND-BY, MEAL ALLOWANCE, ETC.) PURPOSE	1	1
RECOGNITION	1	2
RETIREMENT	60	27
SAFETY	55	21
SENIORITY	7, 8, 9, 10, 11, 12, 13, 14	8
STEWARDS	APPENDIX "B"	--
STRIKES - LOCKOUTS TECHNOLOGICAL	7 61, 62	7 29

TERM OF AGREEMENT	62	30
UNION REPRESENTATION	19, 20	11
VACATIONS	31, 32, 33, 34, 35	16

THIS AGREEMENT MADE THIS 13TH DAY OF MAY 1992.

BETWEEN:

THE REGIONAL MUNICIPALITY OF WATERLOO
(HEREINAFTER CALLED THE "REGION")
OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1656
(HEREINAFTER CALLED THE "UNION")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 THE GENERAL PURPOSE OF THIS AGREEMENT IS TO ESTABLISH AND MAINTAIN COLLECTIVE BARGAINING RELATIONS BETWEEN THE REGION AND ITS EMPLOYEES, AND TO PROVIDE MEANS FOR THE PROMPT AND EQUITABLE DISPOSITION OF GRIEVANCES, AND TO ESTABLISH AND MAINTAIN MUTUALLY SATISFACTORY WORKING CONDITIONS, HOURS AND WAGES FOR ALL EMPLOYEES WHO ARE SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

ARTICLE 2 - RECOGNITION

2.01 THE REGION RECOGNIZES THE UNION AS THE SOLE BARGAINING AGENT FOR ALL EMPLOYEES OF THE REGIONAL MUNICIPALITY OF WATERLOO IN ITS OPERATIONS, SAVE AND EXCEPT SUPERVISORS, OFFICE, CLERICAL, TECHNICAL AND LABORATORY STAFF, PERSONS REGULARLY EMPLOYED FOR NOT MORE THAN TWENTY-FOUR (24) HOURS PER WEEK, AND STUDENTS HIRED FOR THE SCHOOL VACATION PERIODS.

2.02 THE REGION RECOGNIZES THAT SUPERVISORY PERSONNEL WILL NOT PERFORM WORK NORMALLY PERFORMED BY EMPLOYEES IN THE BARGAINING UNIT UNLESS

THERE IS AN EMERGENCY OR FOR THE PURPOSES OF INSTRUCTING PERSONNEL.

REVISED:

2.03 WITHOUT RESTRICTING ITS RIGHT TO DETERMINE THE METHODS BY WHICH MUNICIPAL SERVICES ARE TO BE PROVIDED, THE REGION AGREES THAT NO PERMANENT EMPLOYEE SHALL BE LAID OFF FROM WORK AS A RESULT OF CONTRACTING OUT PRESENT WORK OR SERVICES OF A KIND PRESENTLY PERFORMED BY ITS EMPLOYEES.

ARTICLE 3 - NO DISCRIMINATION

3.01 THE REGION AND THE UNION AGREE THAT THERE WILL BE NO DISCRIMINATION, OR COERCION, OR BY THE UNION OR BY THE UNION OR BY A OF THEIR REPRESENTATIVES WITH RESPECT TO ANY EMPLOYEES BY REASON OF AGE, DISABILITY, SEXUAL ORIENTATION, MARITAL STATUS, NATURAL ORIGIN, P, RELIGION, NOR BY REASON OF OR UNLAWFUL ACTIVITY OR NON-ACTIVITY IN A TRADE UNION.

REVISED:

3.02 THE TERMS OF THIS AGREEMENT ARE TO BE UPHELD BY THE REGION AND THE UNION, AND AS SUCH, NO EMPLOYEE SHALL BE PERMITTED OR REQUIRED TO MAKE ANY VERBAL OR WRITTEN AGREEMENT WITH THE REGION OR ITS REPRESENTATIVES, WHICH MIGHT CONFLICT WITH THE TERMS OF THIS AGREEMENT.

NEW:

3.03 WORKPLACE AND SEXUAL HARASSMENT CASES OF ALLEGED HARASSMENT BECAUSE OF POSITION, RACE, ANCESTRY, PLACE OF ORIGIN, COLOUR, ETHNIC ORIGIN, CITIZENSHIP, CREED, SEX, SEXUAL ORIENTATION, AGE, RECORD OF OFFENSES, MARITAL OR FAMILY STATUS, AND DISABILITY, WILL BE CONSIDERED AS DISCRIMINATION AND SHALL BE ELIGIBLE TO BE PROCESSED AS GRIEVANCES UNDER THE GRIEVANCE PROCEDURE.

- (A) DEFINITION
SEXUAL HARASSMENT SHALL BE DEFINED AS ANY SEXUALLY ORIENTED PRACTICE THAT UNDERMINES AN EMPLOYEE'S HEALTH, SELF-ESTEEM, JOB PERFORMANCE OR WORKPLACE RELATIONSHIPS OR ENDANGERS AN EMPLOYEE'S EMPLOYMENT STATUS OR POTENTIAL. SEXUAL HARASSMENT MAY INCLUDE, BUT NOT BE LIMITED TO:
- UNWANTED TOUCHING OR PATTING
 - SUGGESTIVE REMARKS OR VERBAL ABUSE
 - SUGGESTIVE GESTURES OR STARING
 - COMPROMISING INVITATIONS
 - REQUESTS OR DEMANDS FOR SEXUAL FAVOURS
 - PHYSICAL ASSAULT
 - DEROGATORY OR DEGRADING REMARKS DIRECTED TOWARDS MEMBERS OF ONE GENDER OR ONE SEXUAL PREFERENCE GROUP
- NOTE:** NORMAL WORKPLACE BANTER MAY NOT NECESSARILY BE CONSTRUED AS SEXUAL HARASSMENT.
- (B) WHERE THE ALLEGED HARASSER IS THE PERSON WHO WOULD DEAL WITH THE FIRST OR ANY STEP OF A GRIEVANCE, THE GRIEVANCE SHALL AUTOMATICALLY GO FORTH TO THE NEXT STEP.
- (C) AN EMPLOYEE SHALL, AT ALL TIMES, RETAIN THEIR RIGHT TO LODGE A COMPLAINT UNDER THE ONTARIO HUMAN RIGHTS CODE (1981). IN THE EVENT THE EMPLOYEE LODGES A FORMAL COMPLAINT UNDER THE HUMAN RIGHTS CODE, THE GRIEVANCE PROCEDURE SHALL BE DISCONTINUED IMMEDIATELY.
- (D) THE REGION AGREES THAT THE INFORMATION AND TRAINING REGARDING SEXUAL HARASSMENT IS ESSENTIAL AND WILL UNDERTAKE TO WORK JOINTLY WITH THE UNION ON ALL TRAINING AND INFORMATION MEASURES. THE REGION AGREES TO MAKE ALL REGIONAL EMPLOYEES AWARE THAT VIOLATIONS OF THIS ARTICLE WILL BE SUBJECT TO DISCIPLINARY ACTION.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 THERE SHALL BE A COMPULSORY CHECK-OFF OF UNION DUES FROM ALL PERSONS WHO ARE EMPLOYEES OF THE REGION TO WHICH THIS AGREEMENT APPLIES. THE AMOUNT TO BE DEDUCTED SHALL BE SUCH SUM AS MAY FROM TIME TO TIME BE ASSESSED BY THE UNION ON ITS MEMBERS ACCORDING TO ITS CONSTITUTION AND BY-LAWS. THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION SHALL BE NOTIFIED IN WRITING SIXTY (60) CALENDAR DAYS PRIOR TO ANY REQUIRED CHANGE IN DEDUCTIBLE ASSESSMENTS.

4.02 SUCH DEDUCTIONS WILL BE MADE EVERY PAY BY THE TREASURER OF THE REGION, AND SHALL BE FORWARDED TO THE NATIONAL SECRETARY-TREASURER, CUPE, 21 FLORENCE STREET, OTTAWA, ONTARIO, K2P 0W6, NOT LATER THAN THE 15TH 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. THE LIST SHALL INDICATE TOTAL ACCUMULATED DEDUCTIONS FOR ALL EMPLOYEES AND INDICATE THE AVERAGE WEEKLY WAGE FOR THE BARGAINING UNIT. A COPY OF THE LIST SHALL BE SENT TO THE NATIONAL HEADQUARTERS OF THE CANADIAN UNION OF PUBLIC EMPLOYEES. FOR NEW EMPLOYEES SUCH DEDUCTIONS SHALL COMMENCE IN THE FIRST FULL BI-WEEKLY PAY PERIOD IMMEDIATELY FOLLOWING THE DATE ON WHICH THE EMPLOYEE IS HIRED. THE AMOUNT DEDUCTED SHALL NOT INCLUDE SPECIAL ASSESSMENT OR LEVIES OF ANY KIND.

4.03 IT IS UNDERSTOOD THAT REFUSAL BY THE UNION TO ACCEPT AN EMPLOYEE **AS** A MEMBER OR TO CONTINUE AN EMPLOYEE'S MEMBERSHIP OR REFUSAL OF AN EMPLOYEE TO JOIN OR CONTINUE MEMBERSHIP IN THE UNION WILL NOT BE CAUSE FOR DISMISSAL BY THE REGION.

4.04 THE UNION SHALL INDEMNIFY AND SAVE THE REGION HARMLESS WITH RESPECT TO ALL DUES SO DEDUCTED AND REMITTED.

4.05 DEDUCTIONS WILL NOT BE MADE FROM ANY EMPLOYEE'S BI-WEEKLY PAY CHEQUE EITHER IMMEDIATELY OR RETRO-actively UNLESS THE EMPLOYEE RECEIVES AT LEAST EIGHT (8) HOURS PAY IN THE PAY PERIOD.

ARTICLE 5 - MEMBERSHIP IN THE UNION

5.01 ALL EMPLOYEES OF THE REGION AS OUTLINED IN ARTICLE 2, SHALL BE ELIGIBLE FOR UNION MEMBERSHIP ON A VOLUNTARY BASIS.

5.02 THE REGION AGREES TO ACQUAINT NEW EMPLOYEES WITH THE FACT THAT A UNION AGREEMENT IS IN EFFECT. NEW EMPLOYEES SHALL BE PRESENTED WITH A COPY OF THIS AGREEMENT.

5.03 IT IS FURTHER AGREED THAT THE REGION WILL NOTIFY THE UNION SECRETARY IN WRITING, ONCE EACH MONTH, OF THE NAMES AND CLASSIFICATIONS OF ALL NEW EMPLOYEES HIRED THE PREVIOUS MONTH WHO ARE SUBJECT TO THIS AGREEMENT. A REPRESENTATIVE OF THE UNION SHALL BE GIVEN AN OPPORTUNITY TO INTERVIEW EACH NEW EMPLOYEE WITHIN REGULAR WORKING HOURS AND WITHOUT LOSS OF PAY FOR A MAXIMUM OF FIFTEEN (15) MINUTES WITHIN ONE (1) MONTH OF THE UNION'S NOTIFICATION OF THEIR EMPLOYMENT AND WITH TIMING AT THE DISCRETION OF THE SUPERVISOR, FOR THE PURPOSE OF DISCUSSING UNION MEMBERSHIP WITH THE NEW EMPLOYEE.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 THE UNION RECOGNIZES THE RIGHT OF THE REGION TO:

(1) OPERATE AND MANAGE ITS BUSINESS IN ALL ASPECTS IN ACCORDANCE WITH ITS RESPONSIBILITIES AND THE RIGHT, POWERS AND FUNCTIONS CONFERRED UPON THE REGION BY STATUTE AND/OR BY-LAWS OF THE REGION;

(2) MAINTAIN ORDER, DISCIPLINE AND EFFICIENCY AND, IN CONNECTION THEREWITH TO MAKE, ALTER,

AND ENFORCE FROM TIME TO TIME RULES AND REGULATIONS, POLICIES AND PRACTISES TO BE OBSERVED BY ITS EMPLOYEES.

THE REGION RECOGNIZES THAT THE FOREGOING IS SUBJECT TO SUCH PROCEDURES, REGULATIONS AND/OR RESTRICTIONS GOVERNING THE EXERCISE OF THESE RIGHTS AS ARE EXPRESSLY PROVIDED IN THIS AGREEMENT AND SUBJECT TO THE RIGHT OF THE EMPLOYEE(S) CONCERNED TO LODGE A GRIEVANCE IN THE MANNER AND EXTENT HEREIN PROVIDED.

(3) SELECT, HIRE, DISCIPLINE, DISCHARGE, TRANSFER, ASSIGN TO SHIFTS, SCHEDULE OVER-TIME, PROMOTE, DEMOTE, CLASSIFY, LAY OFF, RECALL, SUSPEND AND RETIRE EMPLOYEES, AND SELECT EMPLOYEES FOR POSITIONS EXCLUDED FROM THE BARGAINING UNIT, PROVIDED THAT NO EMPLOYEE SHALL BE TRANSFERRED OUT OF THE BARGAINING UNIT AGAINST THE EMPLOYEE'S WISHES, AND FURTHER PROVIDED THAT A CLAIM OF DISCRIMINATORY PROMOTION, DEMOTION, TRANSFER, CLASSIFICATION, DISCIPLINE OR SUSPENSION, OR A CLAIM BY EMPLOYEES THAT THEY HAVE BEEN DISCHARGED OR DISCIPLINED WITHOUT CAUSE, MAY BECOME THE SUBJECT OF A GRIEVANCE AND BE DEALT WITH AS HEREIN PROVIDED;

(4) DIRECT THE WORKING FORCES, THE RIGHT TO PLAN, DIRECT AND CONTROL THE OPERATIONS OF THE REGION, THE RIGHT TO INTRODUCE NEW AND IMPROVE METHODS AND FACILITIES, THE EQUIPMENT, THE AMOUNT OF SUPERVISION OF PERSONNEL NECESSARY, THE NUMBER OF EMPLOYEES TO BE EMPLOYED, THE WORK SCHEDULES, THE ESTABLISHMENT OF STANDARDS OF QUALITY, THE EXTENT OF THE REGION'S OPERATIONS AND THE INCREASE OR DECREASE IN EMPLOYMENT ARISING THEREFROM, THE SOLE AND EXCLUSIVE JURISDICTION OVER ALL OPERATIONS, BUILDINGS, MACHINERY, EQUIPMENT AND TOOLS. IF A DECREASE

IN EMPLOYMENT AS STATED HEREIN BECOMES NECESSARY, THE REGION WILL ENDEAVOUR TO TRANSFER THE AFFECTED EMPLOYEE(S) TO ANOTHER VACANT UNION POSITION(S) IN THE REGION.

6.02 THE REGION AGREES TO GIVE AS MUCH ADVANCE NOTICE AS IS REASONABLY POSSIBLE OF ANY TECHNOLOGICAL CHANGE OR ASSUMPTION OF WORK PREVIOUSLY DONE BY AN AREA MUNICIPALITY AFFECTING EMPLOYEES IN THE UNIT AND WILL, IF SO REQUESTED, MEET WITH THE UNION COMMITTEE TO DISCUSS THE CHANGE. AT LEAST THIRTY (30) CALENDAR DAYS NOTICE WILL BE GIVEN OF ANY SUCH CHANGE OR ASSUMPTION WHICH DISPLACES AN EXISTING EMPLOYEE.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 THE REGION AND THE UNION AGREE TO FOLLOW PROCEDURES AS OUTLINED IN THIS AGREEMENT. THE UNION AGREES THAT DURING THE LIFE OF THE AGREEMENT THERE WILL BE NO STRIKES, PICKETING, SIT DOWN, SLOW DOWN OR STOPPAGE OF WORK EITHER COMPLETE OR PARTIAL, OR ANY OTHER INTERFERENCE WITH THE OPERATION OF THE REGION, FOR ANY REASON, BY THE EMPLOYEES FOR THE DURATION OF THIS AGREEMENT. THE REGION AND ITS OFFICERS WHO ARE IN POSITIONS OF AUTHORITY AGREE THAT NO MEANS PREJUDICIAL TO THE EMPLOYEES OR ANY OF THEM WILL BE EXERCISED AND THERE WILL BE NO LOCKOUTS OF EMPLOYEES FOR THE DURATION OF THIS AGREEMENT.

7.02 THE PARTIES HERETO MUTUALLY AGREE THAT THIS AGREEMENT IS SUBJECT TO THE RULES OF PRACTISE AND PROCEDURE AND REGULATIONS OF THE LABOUR RELATIONS ACT OF THE PROVINCE OF ONTARIO.

ARTICLE 8 - SENIORITY

8.01 (A) EMPLOYEES SHALL BE PROBATIONARY EMPLOYEES UNTIL THEY HAVE BEEN CONTINUOUSLY EMPLOYED BY THE REGION FOR THREE (3) CON-

TINUOUS MONTHS OR FOR SIXTY (60) ACTUAL DAYS WORKED INCLUSIVE OF ANY SPECIFIED HOLIDAYS WHICHEVER IS THE GREATER. UPON COMPLETION OF THE PROBATIONARY PERIOD, THE EMPLOYEES' NAMES SHALL BE PLACED ON THE SENIORITY LIST AND THEIR SENIORITY SHALL BE BASED ON THEIR DATE OF LAST HIRE. EMPLOYEES WHO HAVE NOT COMPLETED THEIR PROBATIONARY PERIOD MAY BE DISCHARGED WITHOUT CAUSE AT THE DISCRETION OF THE EMPLOYER AND THE DISCHARGE SHALL NOT BE SUBJECT TO THE GRIEVANCE OR ARBITRATION PROCEDURE.

(B) THE PROBATIONARY PERIOD CAN BE EXTENDED BY MUTUAL AGREEMENT IN WRITING BETWEEN THE REGION, THE UNION, AND THE AFFECTED EMPLOYEE.

REVISED:

8.02 THE REGION SHALL MAINTAIN A SENIORITY LIST SHOWING THE DATE UPON WHICH EACH PERMANENT FULL TIME EMPLOYEE'S CONTINUOUS SERVICE WITH THE REGION COMMENCED FROM THE EMPLOYEE'S LAST STARTING DATE. AN UP TO DATE COPY OF THIS LIST WILL BE GIVEN TO THE UNION TWICE EACH YEAR AND A COPY POSTED ON ALL APPROVED BULLETIN BOARDS.

EMPLOYEES HAVE THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE POSTING OF THE SENIORITY LIST TO NOTIFY THE COMMISSIONER OF HUMAN RESOURCES IN WRITING, OF ANY ERRORS ETC., CHANGES OR ADDITIONS, NOTED SINCE THE PREVIOUSLY POSTED LIST. OTHERWISE, THE SENIORITY DATES NOTED ON THE MOST RECENTLY POSTED LIST WILL BE TAKEN AS ACCURATE.

8.03 A) I) SENIORITY SHALL OPERATE AND GOVERN ON A BARGAINING UNIT WIDE BASIS PROVIDED THAT THE SENIOR EMPLOYEE ALREADY POSSESSES THE NECESSARY SKILL, ABILITY AND COMPETENCE TO PERFORM THE WORK AVAILABLE, AS WELL AS OR BETTER THAN A LESS SENIOR EMPLOYEE. IN THE EVENT OF A

LAY-OFF, THE CONCEPT OF THE LAST EMPLOYEE HIRED SHALL BE THE FIRST LAID OFF AND THE LAST EMPLOYEE LAID OFF SHALL BE THE FIRST REQUESTED TO RETURN, WILL BE FOLLOWED, AND PROVIDED THE SENIOR EMPLOYEE ALREADY POSSESSES THE NECESSARY SKILL, ABILITY AND COMPETENCE TO PERFORM THE WORK AVAILABLE, AS WELL AS OR BETTER THAN A LESS SENIOR EMPLOYEE. IF A SPECIFIC POSITION(S) IS TO BE LAID OFF, THEN THE EMPLOYEE(S) IN THE SPECIFIED POSITION(S) WILL BE LAID OFF AND THEY IN TURN SHALL BE PERMITTED TO BUMP INTO ANY OTHER LESS SENIOR POSITION IN ACCORDANCE WITH THE CRITERIA ESTABLISHED IN THIS CLAUSE.

II) IN THE EVENT OF A PERMANENT LAY-OFF, AS DEFINED IN THE EMPLOYMENT STANDARDS ACT, LAID-OFF EMPLOYEES MUST EXERCISE THEIR BUMPING RIGHTS AS SOON AS POSSIBLE, BUT IN ANY EVENT WITHIN FIVE (5) WORKING DAYS FROM THE DATE THEY ARE NOTIFIED OF THE LAY- OFF. ANY OTHER EMPLOYEE SO BUMPED MUST EXERCISE THEIR BUMPING RIGHTS WITHIN TWO (2) WORKING DAYS OF THEIR BEING BUMPED, AND SO ON, ON A TWO (2) WORKING DAY MAXIMUM BASIS FOR EACH INVOLVED EMPLOYEE.

III) IN THE EVENT OF A TEMPORARY LAY-OFF AS DEFINED IN THE EMPLOYMENT STANDARDS ACT, EMPLOYEES TO BE LAID OFF WILL RECEIVE A THREE (3) WORKING DAY PERIOD OF NOTICE. ON THE FIRST DAY OF THE NOTICE PERIOD, ALL EMPLOYEES MUST GIVE THEIR INTENTION OF THE POSITION THEY WISH TO BUMP INTO, AND THESE PLUS ALL RESULTING BUMPS MUST BE COMPLETED BY THE END OF THE THIRD WORKING DAY.

B) IN ORDER THAT THE OPERATIONS OF THE UNION WILL NOT BECOME DISORGANIZED WHEN LAY-OFFS ARE BEING MADE, MEMBERS OF THE LOCAL

EXECUTIVE BOARD I.E. - PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER, AND CHIEF STEWARD, SHALL BE THE LAST PERSONS LAID OFF DURING THEIR TERM OF OFFICE, AS LONG AS FULL TIME WORK, FOR WHICH THEY ALREADY POSSESS THE NECESSARY SKILLS, QUALIFICATIONS, ABILITIES AND COMPETENCE TO PERFORM THE WORK AVAILABLE AT THEIR OWN, OR AT A LOWER WAGE LEVEL, IS AVAILABLE.

IN THE CASE OF A CHANGE IN THE LOCAL EXECUTIVE BOARD DURING A LAY-OFF, NOTICE IN WRITING OF THE CHANGE SHALL BE GIVEN TO THE REGION FORTHWITH AND THE REGION SHALL HAVE FIVE (5) WORKING DAYS FROM RECEIPT OF THE NOTIFICATION IN WRITING WITHIN WHICH TO MAKE ANY CHANGES NECESSARY TO APPLY THIS CLAUSE TO THE NEW LOCAL EXECUTIVE BOARD AND TO TERMINATE ITS APPLICATION TO THE PERSON(S) DROPPED FROM THE EXECUTIVE BOARD. IF ANY NOTICE TO ANY PERSON BEING LAID OFF IN CONSEQUENCE IS REQUIRED BY LAW, THE PERIOD OF NOTICE WILL BE IN ADDITION TO THE FIVE (5) WORKING DAYS, AND LAY-OFF(S) AND RECALL(S) WILL NOT BE EFFECTIVE UNTIL THE EXPIRY OF THE NOTICE PERIOD REQUIRED BY LAW.

C) THE REGION WILL GIVE THE UNION AS MUCH ADVANCE NOTICE AS IS REASONABLY POSSIBLE, BUT NOT LESS THAN THIRTY (30) DAYS, OF ANY LAY-OFF AFFECTING MEMBERS OF THE BARGAINING UNIT. THE REGION SHALL MEET WITH THE UNION TO DISCUSS THE IMPACT OF ANY PROPOSED LAY-OFFS.

REVISED:

8.04 WHERE THE LENGTH OF SENIORITY IS THE SAME, THE DATE/TIME OF THE VERBAL EMPLOYMENT OFFER BY THE REGION SHALL DETERMINE SENIORITY.

"WHERE THE LENGTH OF SENIORITY IS THE SAME AND IT IS IMPOSSIBLE TO ESTABLISH THE DATE AND TIME OF THE VERBAL OFFER OF EMPLOYMENT, SENIORITY PREFERENCE SHALL BE DECIDED BY THE FLIP OF A COIN".

i n

8.05 SUBJECT TO CLAUSE 8.06 - IF PERMANENT FULL TIME EMPLOYEES ARE ABSENT FROM WORK BECAUSE OF LAY-OFF OR AUTHORIZED LEAVE OF ABSENCE, THEY SHALL NOT LOSE SENIORITY, BUT SHALL NOT ACQUIRE SENIORITY AFTER THE FIRST THIRTY (30) CALENDAR DAYS OF SUCH LAY-OFF OR AUTHORIZED LEAVE OF ABSENCE. EMPLOYEES ABSENT FROM WORK ON PAID SICK LEAVE DUE TO ILLNESS OR ACCIDENT, WILL CONTINUE TO ACCUMULATE SENIORITY UNTIL CLAUSE 8.06 APPLIES.

8.06 SENIORITY STATUS ONCE ACQUIRED BY PERMANENT FULL TIME EMPLOYEES WILL BE LOST AND THEIR NAMES REMOVED FROM THE SENIORITY LIST AND THEIR EMPLOYMENT TERMINATED FOR ANY OF THE FOLLOWING REASONS:

- A) VOLUNTARY RESIGNATION;
- B) DISCHARGE FOR CAUSE NOT REVERSED THROUGH OPERATION OF THE GRIEVANCE PROCEDURE;

REVISED:

- C) CONTINUOUS NON-EMPLOYMENT INCLUDING LAY-OFF, BUT NOT INCLUDING SICKNESS, ACCIDENT OR AUTHORIZED LEAVE OF ABSENCE FOR A PERIOD OF TIME EQUAL TO THE LENGTH OF SENIORITY AT THE TIME OF LAY-OFF OR FOR A PERIOD OF 18 MONTHS; EFFECTIVE JANUARY 1, 1993 FOR A PERIOD OF 24 MONTHS, WHICHEVER IS LESSER.

REVISED:

- D) CONTINUOUS NON-EMPLOYMENT BY REASON OF SICKNESS OR ACCIDENT FOR A PERIOD OF TIME EQUAL TO THE LENGTH OF SENIORITY AT THE TIME OF COMMENCEMENT OF ABSENCE, OR FOR A PERIOD OF 30 MONTHS, WHICHEVER IS LESSER.

- E) FAILURE TO SIGNIFY INTENTION TO RETURN TO WORK AFTER RECALL FROM LAY-OFF WITHIN THREE (3) WORKING DAYS FOLLOWING PROPER NOTIFICATION BY THE REGION BY REGISTERED OR CERTIFIED MAIL SENT TO THE EMPLOYEE AT THE LAST ADDRESS PROVIDED BY THE EMPLOYEE TO THE HUMAN RESOURCES DEPARTMENT, OR FAILURE TO RETURN TO WORK AFTER AN ADDITIONAL THREE (3) WORKING DAYS FOLLOWING SUCH NOTIFICATION. COPIES OF THE REGISTERED OR CERTIFIED NOTIFICATION

WILL BE SENT TO THE PRESIDENT AND RECORDING SECRETARY OF THE UNION. THE INTENT OF THIS CLAUSE IS AS FOLLOWS:

I) THE REGISTERED OR CERTIFIED NOTIFICATION SHALL BE DEEMED TO BE RECEIVED ON THE THIRD (3RD) CALENDAR DAY AFTER THE DATE OF MAILING.

II) THE LAID OFF EMPLOYEE HAS THREE (3) WORKING DAYS TO NOTIFY THE EMPLOYER.

III) AN EMPLOYEE WHO HAS COMPLIED WITH II) ABOVE WILL HAVE A FURTHER THREE (3) WORKING DAYS FROM THE EXPIRY OF THE TIME PERIOD IN II) ABOVE TO RETURN TO DUTY.

EMPLOYEES NOTIFYING THE REGION WITHIN THE SAID THREE (3) WORKING DAYS REFERRED TO IN II) ABOVE THAT THEY ARE UNABLE TO RETURN TO WORK WITHIN THE PRESCRIBED TIME FOR A LEGITIMATE REASON ACCEPTABLE TO THE REGION, WILL NOT HAVE THEIR NAME STRUCK FROM THE SENIORITY LIST. THEIR NAME, HOWEVER, MAY BE PASSED OVER AND THE NEXT IN LINE IN SENIORITY MAY BE RECALLED.

THESE TIME LIMITATIONS MAY BE EXTENDED IN WRITING FOR VALID REASONS SUCH AS SICKNESS CERTIFIED BY A DOCTOR'S CERTIFICATE, DEATH IN THE IMMEDIATE FAMILY, ACCIDENT, AND OTHER LEGITIMATE REASONS ACCEPTABLE TO THE REGION.

F) ABSENCE FROM WORK WITHOUT AN EXCUSE ACCEPTABLE TO THE REGION FOR A PERIOD OF MORE THAN THREE (3) CONSECUTIVE WORKING DAYS.

8.07 THE PROMOTION OR TRANSFER OF EMPLOYEES TO POSITIONS OUTSIDE THE BARGAINING UNIT IS NOT COVERED BY THIS AGREEMENT, AND SHALL NOT BE SUBJECT TO THE TERMS OF THIS AGREEMENT EXCEPT THAT SUCH

EMPLOYEES WILL RETAIN THEIR SENIORITY AFTER PROMOTION OR TRANSFER FOR A MAXIMUM OF THIRTY (30) CALENDAR DAYS, AND IF DEMOTED OR TRANSFERRED FOR ANY REASON TO A POSITION WHICH IS SUBJECT TO THIS AGREEMENT, SUCH EMPLOYEES SHALL BE GIVEN THE SENIORITY CREDIT THEY HAD AT THE TIME OF THE PROMOTION OR TRANSFER OUTSIDE OF THE BARGAINING UNIT PROVIDED SUCH DEMOTION OR TRANSFER IS WITHIN THE THIRTY (30) DAYS SPECIFIED ABOVE.

8.08 THE SENIORITY DATES OF EMPLOYEES IN AREA MUNICIPALITIES, BOARDS ~~OR~~ COMMISSIONS WHICH HAVE BEEN ~~OR~~ WILL BE ASSUMED BY THE REGION AND COME WITHIN THE JURISDICTION OF THIS COLLECTIVE AGREEMENT, WILL BE PLACED IN THEIR RIGHTFUL CHRONOLOGICAL POSITION THAT RECOGNIZES THEIR FORMER CONTINUOUS FULL TIME SERVICE ON A COMBINED LIST OF EMPLOYEES FORMING THE TOTAL SENIORITY LIST FOR ALL PURPOSES.

8.09 WHEN A REGIONAL EMPLOYEE WHO DOES NOT COME UNDER THE SCOPE OF LOCAL 1656, OBTAINS A POSITION THAT DOES COME UNDER THE SCOPE OF LOCAL 1656 WITHOUT INTERRUPTION ~~OF~~ CONTINUOUS SERVICE, THE EMPLOYEE WILL SERVE A PROBATIONARY PERIOD OF EXACTLY ONE-HALF (1/2) OF THE PROBATIONARY PERIOD ESTABLISHED IN THE THEN CURRENT LOCAL 1656 COLLECTIVE AGREEMENT.

SENIORITY WILL NOT BE OBTAINED UNTIL AFTER SATISFACTORY COMPLETION OF THE PROBATIONARY PERIOD AND DATED BACK TO THE DATE OF LAST COMING UNDER THE SCOPE OF LOCAL 1656. IF THE EMPLOYEE HAD NOT COMPLETED THE PROBATIONARY PERIOD IN THE PREVIOUS POSITION, THEN THE UNUSED PORTION WILL BE ADDED ON TO THE ONE-HALF (1/2) PERIOD INDICATED ABOVE, HOWEVER, THE COMBINED TOTAL SHALL NOT EXCEED THE PROBATIONARY PERIOD ESTABLISHED IN THE THEN CURRENT LOCAL 1656 COLLECTIVE AGREEMENT.

THIS CLAUSE DOES NOT APPLY TO AN EMPLOYEE TO WHOM CLAUSE 8.07 OR 8.08 APPLIES.

NEW:

8.10 "IF AN EMPLOYEE HAS RESIGNED IN WRITING WITHOUT ADVANCE NOTICE AND HAS NOT REVOKED THE RESIGNATION WITHIN THREE (3) CONSECUTIVE WORKING DAYS FOLLOWING THE DATE OF THE LETTER OF RESIGNATION, THE RESIG-NATION SHALL STAND AND BE FINAL.

THE UNION SHALL BE NOTIFIED IN WRITING AS SOON AS POSSIBLE OF A REVOCATION OF ANY RESIGNATION.

ARTICLE 9 - JOB VACANCIES

REVISED:

9.01 (A) THE REGION WILL POST FOR FIVE (5) WORKING DAYS A NOTICE OF A VACANT POSITION SHOWING THE DEPARTMENT, THE TYPE OF POSITION AND LOCATION FOR THE INITIAL ASSIGNMENT ANY REQUIRED KNOWLEDGE AND/OR EDUCATION, SKILLS, SHIFT AND WAGE RATE, IN ORDER THAT THE EMPLOYEES MAY HAVE THE OPPORTUNITY OF MAKING WRITTEN APPLICATION FOR SUCH POSITIONS.

NEW:

(B) NO NEW EMPLOYEE(S) WILL BE HIRED UNTIL CONSIDERATION IS GIVEN TO ANY LAID-OFF EMPLOYEES.

NEW:

C) SUBSEQUENT TO INTERVIEWING QUALIFIED BARGAINING UNIT EMPLOYEES FOR VACANCIES, OTHER QUALIFIED REGION APPLICANTS WILL BE CONSIDERED IN THE FOLLOWING SEQUENCE:

I) PROBATIONARY AND TEMPORARY EMPLOYEES (CUPE LOCAL 1656)

II) OTHER REGION EMPLOYEES FROM OTHER BARGAINING UNITS

EXTERNAL APPLICANTS OR ADVERTISING SHALL NOT BE CONSIDERED UNTIL THE APPLICATIONS OF EMPLOYEES WITHIN THE BARGAINING UNIT HAVE BEEN FULLY PROCESSED.

9.02 (A) EMPLOYEES WHO ARE SUCCESSFUL IN THEIR APPLICATION FOR A JOB POSTING IN ACCORDANCE WITH THE PROVISIONS IN THIS COLLECTIVE AGREEMENT CAN ONLY GET AN EXTENSION OF WHATEVER START DATE IS REQUIRED BY THE REGION, IF THE EMPLOYEE MAKES WRITTEN REQUEST TO THE COMMISSIONER OF HUMAN RESOURCES STATING REASONS THAT IN THE OPINION OF THE REGION ARE ACCEPTABLE. A WRITTEN REPLY WILL BE GIVEN TO THE EMPLOYEE. ANY EXTENSION GRANTED WILL NOT EXCEED A ONCE ONLY MAXIMUM PERIOD OF FORTY (40) WORKING DAYS UNDER ANY CIRCUMSTANCES.

(B) AN UNSUCCESSFUL SENIOR APPLICANT, IF REQUESTED OF THE COMMISSIONER OF HUMAN RESOURCES IN WRITING, WILL RECEIVE A WRITTEN EXPLANATION OF THE CHOICE MADE, PROVIDED THE WRITTEN REQUEST IS ACTUALLY RECEIVED IN THE HUMAN RESOURCES DEPARTMENT, WITHIN FIVE (5) WORKING DAYS FROM THE DATE THE EMPLOYEE IS NOTIFIED OF BEING UNSUCCESSFUL.

9.03 A) TEMPORARY VACANCIES, SUCH AS THOSE CAUSED BY AN EMPLOYEE'S ABSENCE OWING TO ACCIDENT, INJURY, ILLNESS, SICKNESS, VACATION, LEAVES OF ABSENCE AND TEMPORARY TRANSFER, SHALL NOT BE POSTED. SUCH TEMPORARY VACANCIES MAY BE FILLED AT THE DISCRETION OF THE REGION FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS. IF A TEMPORARY VACANCY STILL EXISTS AT THE END OF THE SIX (6) MONTHS PERIOD, IT SHALL BE POSTED AND FILLED IN ACCORDANCE WITH THE SENIORITY PROVISIONS OF THIS COLLECTIVE AGREEMENT.

B) SUBJECT TO CLAUSE 8.06 C) OR D) IT IS UNDERSTOOD THAT RETURNING EMPLOYEES WILL BE ABLE TO BUMP ANY OTHER LESS SENIOR EMPLOYEE UPON THEIR RETURN, BUT MUST ALREADY POSSESS THE NECESSARY SKILLS, QUALIFICATIONS, ABILITIES AND COMPETENCE TO IMMEDIATELY PERFORM THE WORK REQUIRED. IN THE EVENT THE RETURNING EMPLOYEE CANNOT BUMP ANY OTHER EMPLOYEE, THE RETURNING EMPLOYEE WILL AUTOMATICALLY BE CONSIDERED ON LAY-OFF.

9.04 NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS RESTRICTING THE RIGHT OF THE REGION TO TEMPORARILY ASSIGN AN EMPLOYEE TO A JOB WHICH QUALIFIES FOR POSTING, FOR A PERIOD NOT EXCEEDING THIRTY (30) CALENDAR DAYS, UNTIL THE POSTING PROCEDURE HAS BEEN COMPLIED WITH, AND ARRANGEMENTS HAVE BEEN MADE TO PROMOTE THE EMPLOYEE SELECTED TO FILL THE VACANCY AND TO BE ASSIGNED TO THE JOB CONCERNED.

9.05 A) I) IN THE EVENT SUCCESSFUL APPLICANTS WISH TO RETURN TO THEIR FORMER POSITION WITHIN A PERIOD OF UP TO FIFTEEN (15) CONTINUOUS WORKING DAYS OR PROVES UNSATISFACTORY TO THE REGION DURING THE TRIAL PERIOD OF UP TO TWENTY-FIVE (25) CONTINUOUS WORKING DAYS OR SUCH LONGER PERIOD AS MAY BE MUTUALLY AGREED UPON IN WRITING, BETWEEN THE COMMISSIONER OF HUMAN RESOURCES OR THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION, THE EMPLOYEE AND THE UNION, THEY SHALL BE RETURNED TO THEIR FORMER POSITION WITHOUT LOSS OF SENIORITY. ANY OTHER EMPLOYEE PROMOTED OR TRANSFERRED AS A RESULT OF THE RE-ARRANGEMENTS OF JOBS, SHALL BE RETURNED TO THEIR FORMER POSITION WITHOUT LOSS OF SENIORITY.

II) IN THE EVENT THAT EMPLOYEES DURING THE TRIAL PERIOD ARE RETURNED TO THEIR FORMER POSITIONS, AND SUCH POSITIONS (OR OTHER POSITIONS IF OTHER EMPLOYEES WERE MOVED AS A RESULT OF THE ORIGINAL POSITION CHANGE) ARE FILLED BY NEW EMPLOYEES, THE NEW EMPLOYEES WILL EITHER BE LAID OFF UNTIL A SUITABLE POSITION BECOMES AVAILABLE, OR FOR THIRTY (30) CALENDAR DAYS, WHICHEVER IS THE LESSER, AT WHICH TIME THE NEWLY HIRED EMPLOYEE WILL BE TERMINATED IF NO SUITABLE POSITION IS AVAILABLE.

B) IT IS AGREED THAT SUCCESSFUL APPLICANTS OF THE JOB BIDDING PROCEDURE WILL NOT BE PERMITTED TO RE-APPLY FOR A POSTED JOB FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF OFFICIAL ACCEPTANCE NOTIFICATION TO THE EMPLOYEE UNLESS A WRITTEN REQUEST IS MADE TO THE COMMISSIONER OF HUMAN RESOURCES AND IS ACTUALLY RECEIVED IN THE HUMAN RESOURCES DEPARTMENT PRIOR TO THE EXPIRATION OF THE JOB POSTING AND WRITTEN PERMISSION IS RECEIVED FROM THE COMMISSIONER OF HUMAN RESOURCES OR THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION. THE DATE OF RECEIPT OF SUCH WRITTEN REQUEST IN THE HUMAN RESOURCES DEPARTMENT OFFICE WILL SERVE AS THE DATE OF THE APPLICATION FOR THE JOB POSTING.

9.06 THE REGION AGREES TO POST ON ALL APPROVED BULLETIN BOARDS, THE OUTCOME OF ALL JOB POSTINGS WITHIN FIFTEEN (15) WORKING DAYS OF THE EXPIRATION DATE OF THE POSTING. THE REGION WILL, WITHIN THIRTY (30) WORKING DAYS OF A POSITION BECOMING VACANT, NOTIFY THE UNION, IN WRITING, IF THE VACANCY IS NOT TO BE FILLED.

9.07 PERMANENT FULL TIME EMPLOYEES COVERED BY THIS AGREEMENT WHO HAVE GIVEN GOOD AND FAITHFUL SERVICE TO THE REGION, WHO, THROUGH ADVANCING YEARS OR TEMPORARY DISABLEMENT ARE UNABLE TO ADEQUATELY PERFORM THEIR REGULAR DUTIES, MAY BE GIVEN THE PREFERENCE OF ANY LIGHT WORK AVAILABLE AT THE WAGE RATE PAYABLE AND/OR HOURS REQUIRED AT THE TIME FOR THE POSITION TO WHICH THEY ARE ASSIGNED OR TO ANY LESSER RATE AND/OR HOURS THAT MAY BE JOINTLY AGREED UPON BY THE REGION AND THE UNION, AND WITHOUT REGARD TO THE SENIORITY PROVISION OF THIS AGREEMENT, EXCEPT THAT SUCH EMPLOYEES MAY NOT DISPLACE EMPLOYEES WITH MORE SENIORITY. THIS PROVISION IS NOT TO BE CONSTRUED AS A GUARANTEE BY THE REGION TO RETAIN ALL OR ANY EMPLOYEES WHO CANNOT PERFORM THEIR REGULAR DUTIES. EACH CASE WILL BE DECIDED INDIVIDUALLY AND TERMINATION OF EMPLOYMENT COULD RESULT IF THE EMPLOYEE'S PERFORMANCE IS SUFFICIENTLY REDUCED OR IF THERE IS NO SUITABLE LIGHT WORK AVAILABLE.

REVISED:

9.08 IN THE EVENT THAT A NEW OR CHANGED JOB CLASSIFICATION IS DECIDED UPON BY THE REGION AS NECESSARY TO ITS OPERATION, THEN THE JOB DESCRIPTION, JOB TITLE, AND RATE OF PAY SHALL BE DETERMINED BY THE REGION. THE REGION SHALL, WITHIN TEN (10) DAYS FROM THE DECISION OF REGIONAL COUNCIL, NOTIFY THE UNION BY REGISTERED, CERTIFIED, OR HAND DELIVERED MAIL OF THE ACTION TAKEN, WITH A COPY OF THE JOB DESCRIPTION. THE JOB SHALL BE POSTED IN ACCORDANCE WITH ARTICLE 9.01. IF NO FORMAL PROTEST IS LODGED IN WRITING TO THE REGION BY THE UNION WITHIN THIRTY-ONE (31) CALENDAR DAYS OF THE DATE OF SUCH NOTICE, THE NEW OR CHANGED OCCUPATIONAL CLASSIFICATION SHALL BE DEEMED TO HAVE BECOME A MODIFICATION OF APPENDIX "A" OF THIS AGREEMENT. IN THE EVENT THAT A FORMAL WRITTEN PROTEST IS MADE BY THE UNION WITHIN THE THIRTY-ONE (31) CALENDAR DAY TIME LIMIT, THE PARTIES SHALL ARRANGE FOR A MEETING WITHIN THIRTY-ONE (31) CALENDAR DAYS OF THE RECEIPT OF THE UNION'S OBJECTION FOR THE PURPOSE OF ENDEAVOURING TO RESOLVE ANY DIFFERENCES. IF SUCH DIFFERENCES BETWEEN THE PARTIES ARE NOT RESOLVED BY THIS MEANS, THEN THE DISPUTE MAY **BE** SUBMITTED TO ARBITRATION IN THE SAME MANNER AS A GRIEVANCE.

ARTICLE 10 - CORRESPONDENCE

REVISED:

10.01 ALL CORRESPONDENCE BETWEEN THE PARTIES ARISING OUT OF THE AGREEMENT OR INCIDENTAL THERETO, SHALL PASS TO AND FROM THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION OF THE REGION, AND THE PRESIDENT AND RECORDING SECRETARY ~~OF~~ THE LOCAL UNION, WITH A COPY TO THE COMMISSIONER OF HUMAN RESOURCES OF THE REGION AND A COPY TO THE CANADIAN UNION OF PUBLIC EMPLOYEES, 1120 VICTORIA STREET NORTH, #204, KITCHENER, ONTARIO, N2B 3T2.

ARTICLE 11 - UNION REPRESENTATION

11.01 THE REGION AGREES TO RECOGNIZE THE FOLLOWING REPRESENTATIVES OF THE UNION:

A) A BARGAINING COMMITTEE OF NOT MORE THAN FIVE (5) EMPLOYEES.

B) A GRIEVANCE COMMITTEE OF NOT MORE THAN THREE (3) EMPLOYEES.

REVISED:

C) TWELVE (12) STEWARDS, FROM AMONG THE EMPLOYEES IN ACCORDANCE WITH APPENDIX "B" WHICH ~~IS~~ ATTACHED HERETO AND FORMS PART OF THIS AGREEMENT. STEWARDS MUST BE EMPLOYED IN THE DIVISION THAT THEY REPRESENT.

REVISED:

D) IF A STEWARD ~~IS~~ UNAVAILABLE DUE TO SICKNESS, CHANGE OF SHIFT ETC., AN ALTERNATE STEWARD MAY BE SELECTED BY THE EMPLOYEE NEEDING ASSISTANCE, FROM AMONG THE AVAILABLE STEWARDS OR FROM THE TOP FIVE (5) OFFICERS OF THE LOCAL. THE ALTERNATE CHOSEN SHOULD BE THE PHYSICALLY CLOSEST AVAILABLE.

THE UNION SHALL PROVIDE THE REGION WITH A LIST OF SUCH REPRESENTATIVES AND SHALL KEEP SUCH LIST UP TO DATE AT ALL TIMES.

THE REGION SHALL PROVIDE THE UNION WITH A LIST OF ITS SUPERVISORS AND ADMINISTRATION BY JULY 1ST OF EACH YEAR.

11.02 PROBATIONARY, PART TIME OR TEMPORARY FULL TIME EMPLOYEES SHALL NOT BE ELIGIBLE TO SERVE AS STEWARDS OR UNION COMMITTEE MEMBERS.

11.03 THE UNION SHALL HAVE THE RIGHT AT ANY TIME TO HAVE THE ASSISTANCE OF A REPRESENTATIVE OF THE CANADIAN UNION OF PUBLIC EMPLOYEES WHO, AFTER OBTAINING PERMISSION, SHALL HAVE ACCESS TO THE

REGION'S PREMISES IN ORDER TO INVESTIGATE OR ASSIST IN A SETTLEMENT OF ANY MATTER ARISING OUT OF THIS AGREEMENT. PERMISSION WILL BE REQUESTED OF THE COMMISSIONER OF HUMAN RESOURCES AND SUCH PERMISSION WILL NOT BE UNREASONABLY WITHHELD.

11.04 THE UNION ACKNOWLEDGES THAT THE STEWARDS AND THE COMMITTEE MEMBERS FROM AMONG THE EMPLOYEES WILL BE REQUIRED TO EFFICIENTLY PERFORM THEIR REGULAR DUTIES ON BEHALF OF THE REGION. ALSO THAT SUCH EMPLOYEES WILL NOT LEAVE THEIR REGULAR DUTIES WITHOUT FIRST OBTAINING PERMISSION FROM THEIR IMMEDIATE SUPERVISOR TO LEAVE SUCH REGULAR DUTIES, OBTAIN PERMISSION FROM THE SUPERVISOR OF THE DIVISION THAT THEY WISH TO GO AND ASSIST IN, AND WILL REPORT BACK TO THEIR IMMEDIATE SUPERVISOR UPON RESUMING THEIR REGULAR DUTIES. IN ACCORDANCE WITH THIS UNDERSTANDING, REPRESENTATIVES OF THE UNION WHO ARE GRANTED TIME OFF DURING THEIR REGULAR WORK PERIOD TO ADJUST A GRIEVANCE OR POSSIBLE GRIEVANCE, OR MEET WITH REGION REPRESENTATIVES ON UNION BUSINESS, SHALL BE PAID FOR SUCH TIME AT THEIR REGULAR RATE, THE COMBINED TOTAL OF WHICH SHALL NOT EXCEED THEIR REGULAR DAILY HOURS OF WORK.

11.05 MEETINGS OF A UNION COMMITTEE, COMPRISED OF NOT MORE THAN FOUR (4) EMPLOYEES, TWO OF WHOM SHALL BE PART OF THE UNION EXECUTIVE, AND THE REGION MAY BE HELD AS REQUIRED AT TIMES TO BE MUTUALLY ARRANGED, BUT NOT NORMALLY MORE OFTEN THAN ONCE A MONTH. THE PARTY REQUESTING THE MEETING SHALL MAKE A REQUEST IN WRITING AND SHALL AT THE SAME TIME ADVISE THE OTHER PARTY OF THE MATTERS IT WISHES TO DISCUSS. IT IS AGREED THAT SUCH MEETINGS ARE FOR THE PURPOSE ONLY OF DISCUSSING MATTERS OF MUTUAL INTEREST AND FOR THE FREE EXCHANGE OF INFORMATION. IT IS NOT THE INTENT OF THIS PROVISION TO REPLACE OR CIRCUMVENT THE GRIEVANCE PROCEDURE CONTAINED IN THIS COLLECTIVE AGREEMENT.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 IT IS THE MUTUAL DESIRE OF THE PARTIES HERETO THAT COMPLAINTS OF EMPLOYEES SHALL BE ADJUSTED AS QUICKLY AS POSSIBLE. SUCH COMPLAINT SHALL BE ACTED UPON IN THE FOLLOWING MANNER AND SEQUENCE:

STEP 1 IT IS AGREED THAT EMPLOYEES HAVE NO GRIEVANCE UNTIL THEY HAVE FIRST HAD A FORMAL MEETING WITH THEIR SUPERVISOR AND THE SUPERINTENDENT, THEREBY GIVING THEIR SUPERVISOR AND THE SUPERINTENDENT AN OPPORTUNITY OF ADJUSTING THEIR COMPLAINT. SUCH COMPLAINT SHALL BE DISCUSSED WITH THE SUPERVISOR AND THE SUPERINTENDENT WITHIN FIVE (5) WORKING DAYS AFTER THE CIRCUMSTANCES GIVING RISE TO THE COMPLAINT HAVE OCCURRED, AND FAILING SETTLEMENT, IT MAY THEN BE TAKEN UP AS A GRIEVANCE WITHIN THREE (3) WORKING DAYS FOLLOWING THE DISCUSSION WITH THE SUPERVISOR AND THE SUPERINTENDENT IN THE FOLLOWING MANNER AND SEQUENCE.

REVISED:

STEP 2 THE UNION SHALL PRESENT SUCH GRIEVANCE TO THE DIVISION HEAD OR DESIGNATE, WHO WILL CONVENE A MEETING OF THE GRIEVOR AND THE GRIEVOR'S REPRESENTATIVE, WHO MAY BE THE AREA STEWARD, AND/OR CHIEF STEWARD AND THE EMPLOYEE'S SUPER-INTENDENT AND/OR MANAGER.

THE WRITTEN GRIEVANCE SIGNED BY THE AGGRIEVED EMPLOYEE MUST CONTAIN THE NATURE OF THE GRIEVANCE, THE REMEDY SOUGHT AND THE SECTION OR SECTIONS OF THE AGREEMENT WHICH ARE ALLEGED TO HAVE BEEN VIOLATED.

DIVISION HEADS WILL DELIVER THEIR DECISION IN WRITING TO THE GRIEVOR WITH A COPY TO THE UNION SECRETARY, WITHIN THREE (3) WORKING DAYS FOLLOWING THE DAY ON WHICH THE GRIEVANCE IS PRESENTED TO THEM.

FAILING SETTLEMENT - THEN STEP NO. 3 MAY BE INVOKED.

STEP 3 WITHIN FIVE (5) WORKING DAYS FOLLOWING THE DECISION OF THE DIVISION HEAD UNDER STEP NO. 2, THE GRIEVANCE COMMITTEE OR A MEMBER THEREOF MAY SUBMIT THE WRITTEN GRIEVANCE TO THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION, WHO WOULD CONVENE A MEETING WHICH WOULD INCLUDE THE APPROPRIATE COMMISSIONER AND THE UNION REPRESENTATIVES, WITHIN TEN (10) WORKING DAYS FROM THE DATE ON WHICH THE GRIEVANCE IS RECEIVED BY THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION, WHO SHALL DELIVER THE DECISION IN WRITING TO THE CHAIRPERSON OF THE GRIEVANCE COMMITTEE WITHIN FIVE (5) WORKING DAYS FROM THE DATE ON WHICH THE MEETING WAS HELD UNDER STEP NO. 3.

SPECIAL NOTE:

IN THE EVENT THE GRIEVANCE CONCERNS AN AREA OF WORK WHICH IS NOT THE EMPLOYEE'S NORMAL AREA, A GRIEVANCE IN SUCH CASE SHALL BE FORWARDED TO THE APPROPRIATE MANAGEMENT REPRESENTATIVES.

12.02 THE REGION MAY, AT ITS DISCRETION, REFUSE TO CONSIDER A GRIEVANCE, OR HAVING CONSIDERED IT, REFUSE TO AGREE TO THE ARBITRATION OF ANY MATTER, THE ALLEGED CIRCUMSTANCES OF WHICH OCCURRED MORE THEN EIGHT (8) WORKING DAYS PRIOR TO THE FILING OF THE GRIEVANCE IN WRITING AT STEP 2.

12.03 ANY DIFFERENCE ARISING DIRECTLY BETWEEN THE REGION AND THE UNION INVOLVING THE INTERPRETATION, APPLICATION OR ALLEGED VIOLATION OF THIS AGREEMENT MAY BE SUBMITTED IN WRITING BY EITHER PARTY AND DEALT WITH AS A GRIEVANCE COMMENCING AT STEP NO. 3 OF THE GRIEVANCE PROCEDURE.

ANY GRIEVANCE BY THE REGION OR THE UNION AS PROVIDED IN THIS PARAGRAPH, SHALL BE COMMENCED WITHIN THIRTY-FIVE (35) CALENDAR DAYS OF THE DATE OF OCCURRENCE. NO UNION GRIEVANCE SHALL BE PRESENTED AT STEP NO. 3, WHICH AN EMPLOYEE, OR A GROUP OF EMPLOYEES COULD NORMALLY PROCESS AS AN INDIVIDUAL EMPLOYEE GRIEVANCE, OR A GRIEVANCE OF A GROUP OF EMPLOYEES.

12.04 FAILING SETTLEMENT UNDER THE FOREGOING PROCEDURE OF ANY GRIEVANCE BETWEEN THE PARTIES, ARISING FROM THE INTERPRETATION, APPLICATION, OR ALLEGED VIOLATION OF THIS AGREEMENT, INCLUDING ANY QUESTION AS TO WHETHER THE MATTER IS ARBITRABLE, SUCH GRIEVANCE MAY BE SUBMITTED TO ARBITRATION, AS SET FORTH IN THE ARBITRATION ARTICLE OF THIS COLLECTIVE AGREEMENT.

IF ~~NO~~ WRITTEN REQUEST FOR ARBITRATION ~~IS~~ RECEIVED BY THE COMMISSIONER OF HUMAN RESOURCES WITHIN FIFTEEN (15) WORKING DAYS AFTER THE DECISION UNDER STEP NO. 3, IS GIVEN, IT SHALL BE DEEMED TO HAVE BEEN SETTLED AND NOT ELIGIBLE FOR ARBITRATION.

12.05 IT IS AGREED THAT GRIEVANCES AND REPLIES TO GRIEVANCES SHALL BE IN WRITING AT ALL STAGES. THE GRIEVANCE OF AN EMPLOYEE OR A GROUP OF EMPLOYEES THAT HAS BEEN SETTLED AT STEP NO. 2 TO THE SATISFACTION OF THE GRIEVOR(S) CANNOT BE SUBSEQUENTLY PROCESSED BY THE UNION THROUGH THE REMAINING STEPS OF THE GRIEVANCE AND ARBITRATION PROCEDURES.

12.06 ALL AGREEMENTS REACHED UNDER THE GRIEVANCE PROCEDURE BETWEEN THE REPRESENTATIVES OF THE REGION AND THE REPRESENTATIVE OF THE UNION WILL BE FINAL AND BINDING UPON THE REGION AND UNION AND THE EMPLOYEE(S).

12.07 NO ADJUSTMENT AFFECTED UNDER THE GRIEVANCE PROCEDURE OR ARBITRATION PROCEDURE SHALL BE MADE RETROACTIVE PRIOR TO THE DATE OF THE OCCURRENCE WHICH RESULTED IN THE GRIEVANCE BEING FILED. THIS CLAUSE SHALL NOT PREVENT THE ADJUSTMENT OF PAY CAUSED BY CLERICAL ERRORS IN COMPUTATION.

12.08 WHERE NO ANSWER IS GIVEN TO THE GRIEVOR(S) WITHIN THE TIME LIMIT SPECIFIED IN THE GRIEVANCE PROCEDURE, THE GRIEVOR(S) SHALL BE ENTITLED TO SUBMIT THE GRIEVANCE TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE.

12.09 WORKING DAY AS USED IN THIS ARTICLE AND THE DISCHARGE ARTICLE, SHALL MEAN A DAY OTHER THAN SATURDAY, SUNDAY OR A SPECIFIED PAID HOLIDAY.

12.10 A GRIEVANCE THAT IS NOT SUBMITTED TO THE NEXT STEP WITHIN THE TIME LIMITS SHALL BE DEEMED TO BE SETTLED AND DISPOSITION SHALL BE AS PER THE REPLY GIVEN AT THE PRECEDING STEP.

12.11 NO DISCIPLINARY DOCUMENT SHALL BE PLACED ON THE EMPLOYEE'S FILE WHICH HAS NOT BEEN FIRST SHOWN AND A COPY GIVEN TO THE EMPLOYEE. AN EMPLOYEE, OR HIS/HER REPRESENTATIVE, SHALL HAVE THE RIGHT TO HAVE ACCESS TO, MAKE COPIES, AND REVIEW HIS/HER PERSONNEL FILE. HE/SHE SHALL HAVE THE RIGHT TO RESPOND TO ANY DOCUMENT ON THE PERSONNEL FILE, AND SUCH REPLY SHALL BE PART OF THE RECORD.

ALL DISCIPLINARY LETTERS AND DOCUMENTS SHALL BE REMOVED FROM THE EMPLOYEE'S FILE AFTER THIRTY (30) MONTHS.

ARTICLE 13 - SUSPENSION AND DISCHARGE

NEW:

13.01 (A) AN EMPLOYEE SHALL BE ACCOMPANIED BY A UNION REPRESENTATIVE AT ANY MEETINGS IN WHICH HE/ SHE BELIEVES DISCIPLINARY ACTION MAY BE DISCUSSED.

REVISED:

(B) NOTICE OF THE DISCHARGE OR SUSPENSION SHALL BE FORWARDED TO THE EMPLOYEE BY REGISTERED OR CERTIFIED MAIL, OR HAND DELIVERED MAIL TO THE LAST KNOWN ADDRESS ON FILE WITH THE HUMAN RESOURCES DEPARTMENT, WITH A COPY TO THE UNION SECRETARY, AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, 1120 VICTORIA STREET NORTH, KITCHENER, ONTARIO, N2B 3T2.

REVISED:

13.02 A CLAIM OF UNJUST DISCHARGE OR SUSPENSION BY ANY EMPLOYEE WITH SENIORITY SHALL BE TREATED AS A GRIEVANCE IF A WRITTEN STATEMENT OF SUCH GRIEVANCE IS LODGED AT STEP NO. 3 OF THE GRIEVANCE PROCEDURE WITHIN FIVE (5) WORKING DAYS AFTER THE EMPLOYEE CEASES TO WORK FOR THE REGION, AND THE FIRST AND SECOND STEPS OF THE GRIEVANCE PROCEDURE WILL BE OMITTED IN ANY SUCH CASE. THE COMMISSIONER OF THE APPROPRIATE DEPARTMENT OR THE HEAD OF THE DEPARTMENT OR DESIGNATE MUST BE PRESENT AT THIS SPECIAL THIRD STEP OF ANY DISCHARGE GRIEVANCE. SUCH SPECIAL GRIEVANCE MAY BE SETTLED UNDER THE GRIEVANCE AND ARBITRATION PROCEDURES BY:

A) CONFIRMING THE REGION'S ACTION IN DISMISSING THE EMPLOYEE;

OR

B) RE-INSTATING THE EMPLOYEE WITH FULL COMPENSATION AND SENIORITY FOR THE TIME LOST;

OR

C) BY ANY OTHER ARRANGEMENT WHICH IS JUST, IN THE OPINION OF THE PARTIES, OR THE ARBITRATION BOARD, IF APPOINTED.

ARTICLE 14 - ARBITRATION

14.01 IT IS AGREED BY THE PARTIES HERETO THAT ANY DIFFERENCE OF OPINION RELATING TO THE INTERPRETATION, APPLICATION, ADMINISTRATION OR ALLEGED VIOLATION OF THIS AGREEMENT WHICH CANNOT BE SETTLED AFTER EXHAUSTING THE GRIEVANCE PROCEDURE SHALL BE SETTLED BY ARBITRATION AS DEFINED IN SECTION 44, SUBSECTION 2 OF THE ONTARIO LABOUR RELATIONS ACT. IT IS UNDERSTOOD THAT ANY QUESTION AS TO WHETHER A MATTER IS ARBITRABLE MAY ALSO BECOME THE SUBJECT FOR ARBITRATION.

14.02 NO PERSON SHALL BE SELECTED AS A MEMBER OF AN ARBITRATION BOARD WHO:

1. IS ACTING, OR HAS BEEN IN A PERIOD OF SIX (6) MONTHS PRECEDING THE DATE OF HIS APPOINTMENT, ACTED IN THE CAPACITY OF SOLICITOR, LEGAL ADVISOR OR COUNSEL OF EITHER OF THE PARTIES.

2. HAS ANY PECUNIARY INTEREST IN THE MATTERS REFERRED TO THE BOARD.

14.03 EACH OF THE PARTIES TO THIS AGREEMENT WILL BEAR ALL THE EXPENSES OF THE ARBITRATOR APPOINTED BY IT; AND THE PARTIES WILL JOINTLY BEAR THE EXPENSE, IF ANY, OF THE CHAIRPERSON.

14.04 THE TIME LIMITS FIXED IN BOTH THE GRIEVANCE AND THE ARBITRATION PROCEDURES, MAY BE EXTENDED ONLY BY MUTUAL CONSENT IN WRITING OF THE PARTIES TO THIS AGREEMENT.

14.05 AT ANY STAGE OF THE GRIEVANCE OR ARBITRATION PROCEDURE, THE PARTIES MAY HAVE THE ASSISTANCE OF THE EMPLOYEE(S) CONCERNED AS WITNESSES AND ANY OTHER WITNESSES, AND ALL REASONABLE ARRANGEMENTS WILL BE MADE TO PERMIT THE CONFERRING PARTIES OR THE ARBITRATOR(S) TO HAVE ACCESS TO ANY PART OF THE REGION'S PREMISES TO VIEW ANY WORKING CONDITIONS WHICH MAY BE RELEVANT TO THE SETTLEMENT OF THE GRIEVANCE.

14.06 THE DECISION OF THE BOARD OF ARBITRATION, OR A MAJORITY THEREOF, SHALL BE BINDING ON BOTH PARTIES. THE BOARD OF ARBITRATION SHALL NOT HAVE ANY POWER TO ALTER, MODIFY, AMEND OR CHANGE ANY OF THE PROVISIONS IN THIS AGREEMENT, OR TO SUBSTITUTE ANY NEW PROVISIONS FOR ANY EXISTING PROVISIONS, OR TO ADD ANY NEW PROVISIONS, NOR TO GIVE ANY DECISION WHICH IS INCONSISTENT WITH THE TERMS AND CONTENTS OF THIS AGREEMENT.

14.07 IT IS AGREED THAT A REPRESENTATIVE OF C.U.P.E. MAY BE PRESENT AT ALL STAGES OF THE GRIEVANCE AND ARBITRATION PROCEDURES IF REQUESTED BY EITHER PARTY.

14.08 NO MATTER MAY BE SUBMITTED TO ARBITRATION WHICH HAS NOT BEEN PROPERLY CARRIED THROUGH ALL THE PREVIOUS STEPS OF THE GRIEVANCE PROCEDURE WITHIN THE TIME LIMITS PRESCRIBED IN THIS AGREEMENT, UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY THE PARTIES.

ARTICLE 15 - SPECIFIED HOLIDAYS

REVISED:

15.01 (A) EACH EMPLOYEE WHO HAS COMPLETED THIRTY (30) CALENDAR DAYS OR MORE CONTINUOUS SERVICE, IS ENTITLED TO ELEVEN (11) PAID SPECIFIED HOLIDAYS REGARDLESS OF THE DAY ON WHICH THE HOLIDAY OCCURS.

THE HOLIDAYS TO WHICH THIS WILL APPLY ARE:

NEW YEAR'S DAY	CIVIC HOLIDAY
LABOUR DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
EASTER MONDAY	CHRISTMAS DAY
VICTORIA DAY	BOXING DAY
CANADA DAY	

NEW :

(B) EACH EMPLOYEE WHO HAS COMPLETED THIRTY (30) CALENDAR DAYS OR MORE CONTINUOUS SERVICE, IS ENTITLED TO A FLOATING HOLIDAY IN LIEU OF HERITAGE DAY. IN THE EVENT THAT HERITAGE DAY IS DECLARED A NATIONAL AND/OR PROVINCIAL HOLIDAY, THE FLOATING HOLIDAY WILL BE DISCONTINUED.

THE FLOATING HOLIDAY SHALL BE TAKEN AT A TIME IN THE CALENDAR YEAR MUTUALLY AGREED UPON BETWEEN THE EMPLOYEE AND THE EMPLOYEE'S SUPERVISOR AND SCHEDULED A MINIMUM OF TWO (2) WEEKS IN ADVANCE. IN THE EVENT SCHEDULING OF THE HOLIDAY IS IN DISPUTE THE MATTER MAY BE REFERRED TO THE COMMISSIONER OF HUMAN RESOURCES AND THE EMPLOYEE'S SUPERVISOR FOR RESOLVE.

15.02 IN ORDER TO QUALIFY FOR PAYMENT FOR SPECIFIED HOLIDAYS, EMPLOYEES MUST WORK THEIR SCHEDULED WORKING DAY IMMEDIATELY PRIOR TO AND FOLLOWING THE HOLIDAY EXCEPT IN THE FOLLOWING CIRCUMSTANCES: WHERE ABSENCE ON EITHER OR BOTH OF THE SAID QUALIFYING WORKING DAYS IS WITH PRIOR WRITTEN PERMISSION OR DUE TO ILLNESS VERIFIED BY A DOCTOR'S CERTIFICATE THAT IS SUBMITTED NO LATER THAN THE END OF THE PAY PERIOD FOLLOWING THAT IN WHICH THE HOLIDAY IN QUESTION OCCURRED, AND PROVIDING THE EMPLOYEE HAS WORKED FIVE (5) OR MORE DAYS IN THE PAY PERIOD IN WHICH THE HOLIDAY FALLS.

15.03 (A) EMPLOYEES WHO ARE REGULARLY SCHEDULED TO WORK ON A PAID HOLIDAY SHALL RECEIVE PAY FOR SUCH WORK AT THE RATE OF TWO AND ONE HALF (2 1/2)

TIMES THEIR REGULAR RATE. EMPLOYEES WHO ARE REGULARLY SCHEDULED TO WORK ON A PAID HOLIDAY SHALL RECEIVE PAY FOR SUCH WORK AT THE RATE OF THREE (3) TIMES THEIR REGULAR RATE FOR CHRISTMAS DAY ONLY.

(B) INSTEAD OF RECEIVING TWO AND ONE HALF (2 1/2) TIMES THEIR REGULAR RATE FOR WORKING ON A PAID HOLIDAY, EMPLOYEES MAY RECEIVE ONE AND ONE HALF (1 1/2) TIMES THEIR REGULAR RATE, AND A PAID LIEU DAY AT THEIR REGULAR RATE, SUBJECT TO ALL OF THE FOLLOWING MANDATORY CONDITIONS:

I) THE REQUEST MUST BE IN WRITING FROM THE EMPLOYEE, AND RECEIVED BY THE APPROPRIATE SUPERVISOR AT LEAST FIVE (5) WORKING DAYS BEFORE THE ACTUAL DATE OF THE PAID HOLIDAY IN QUESTION. THE EMPLOYEE WILL RECORD HIS/HER CHOICE ON THE APPROPRIATE TIME SHEET OR ATTENDANCE FORM.

II) APPROVAL IS AT THE DISCRETION OF THE REGION, AND WILL BE GIVEN IN WRITING BY THE APPROPRIATE SUPERVISOR.

III) THE LIEU DAY TO BE TAKEN OFF MUST BE REQUESTED WITHIN NINETY (90) CALENDAR DAYS FROM THE ACTUAL DATE OF THE PAID HOLIDAY IN QUESTION.

IV) IF THE APPROVED LIEU DAY IS NOT TAKEN WITHIN SAID NINETY (90) CALENDAR DAYS, IT SHALL BE PAID TO THE EMPLOYEE AT THE EMPLOYEE'S RATE IN EFFECT ON THE ACTUAL DATE OF THE PAID HOLIDAY IN QUESTION.

15.04 EMPLOYEES WHO ARE ABSENT ON A PAID HOLIDAY FOR WHICH THEY ARE SCHEDULED TO WORK SHALL FORFEIT ALL PAY FOR THE HOLIDAY UNLESS SUCH ABSENCE IS DUE TO ILLNESS CERTIFIED BY A DOCTOR'S CERTIFICATE THAT IS SUBMITTED NO LATER THAN THE END OF THE PAY PERIOD FOLLOWING THAT IN WHICH THE HOLIDAY IN QUESTION

OCCURS AND PROVIDED THE EMPLOYEE HAS WORKED FIVE (5) OR MORE DAYS IN THE PAY PERIOD IN WHICH THE HOLIDAY FALLS IN WHICH CASE THEY WILL BE ELIGIBLE FOR ONE (1) DAY OF SICK PAY.

15.05 IN THE EVENT OF A PAID HOLIDAY FALLING WITHIN AN EMPLOYEE'S VACATION PERIOD, SUCH EMPLOYEE SHALL BE GRANTED AN ADDITIONAL DAY OF VACATION AT A MUTUALLY AGREED UPON TIME.

15.06 WHEN ANY OF THE SPECIFIED HOLIDAYS IN THIS ARTICLE FALL ON AN EMPLOYEE'S SCHEDULED DAY OFF, THE EMPLOYEE SHALL RECEIVE ANOTHER DAY OFF WITH PAY AT A TIME MUTUALLY AGREED UPON BETWEEN THE EMPLOYEE AND THE REGION, BUT IN ANY EVENT WITHIN NINETY (90) CALENDAR DAYS OF THE HOLIDAY, EXCEPT WHEN A SPECIFIED HOLIDAY SUCH AS CANADA DAY, REMEMBRANCE DAY, CHRISTMAS DAY, BOXING DAY OR NEW YEAR'S DAY FALL ON A SATURDAY AND/OR SUNDAY, WHEN AGREEMENT AS TO LIEU DAYS WILL BE BETWEEN THE UNION AND THE REGION IF NOT COVERED BY LAW. IF MUTUALLY AGREED, EMPLOYEES ENTITLED TO A LIEU DAY MAY RECEIVE A DAY'S PAY AT THEIR REGULAR RATE INSTEAD OF THE LIEU DAY.

15.07 EMPLOYEES WHO ARE NOT ON THEIR REGULARLY SCHEDULED DAY OFF BUT WHO ARE SCHEDULED OFF IN RECOGNITION OF THE HOLIDAY ON THE ACTUAL DAY OF THE SPECIFIED HOLIDAY SHALL, IF CALLED IN, RECEIVE THEIR REGULAR DAY'S PAY FOR THE HOLIDAY AND IN ADDITION SHALL RECEIVE TWO (2) TIMES THEIR REGULAR RATE FOR ALL HOURS WORKED SUBJECT TO THE CALL-IN PROVISIONS OF THIS COLLECTIVE AGREEMENT. IT IS THE INTENT OF THIS CLAUSE THAT AN EMPLOYEE WILL RECEIVE DOUBLE TIME FOR ALL HOURS WORKED WHEN THE CALL-IN IS ON A SATURDAY OR SUNDAY WHEN EITHER OF THESE DAYS IS THE ACTUAL DAY OF THE HOLIDAY. THE INTENT OF THE FOREGOING WILL BE AS ESTABLISHED IN THE LETTER OF UNDERSTANDING ATTACHED AND SHOWN AS APPENDIX "E".

15.08 EMPLOYEES WHO ARE REGULARLY SCHEDULED TO WORK AND DO WORK THEIR FULL SHIFT ON A STATUTORY

HOLIDAY SHALL IF CALLED IN, RECEIVE TWO (2) TIMES THEIR REGULAR RATE FOR ALL CALL-IN HOURS WORKED THAT OCCUR WITHIN THE TWENTY-FOUR (24) HOUR CALENDAR DAY OF THE HOLIDAY; AND SUBJECT TO THE CALL-IN PROVISIONS CONTAINED IN THE COLLECTIVE AGREEMENT.

ARTICLE 16 - VACATION

16.01 FOR THE PURPOSE OF CALCULATING VACATIONS AND ELIGIBILITY, THE FISCAL YEAR SHALL BE JUNE 1ST OF ANY YEAR TO MAY 31ST OF THE FOLLOWING YEAR.

16.02 ELIGIBILITY FOR PAID VACATIONS SHALL BE DETERMINED ON JUNE 1ST IN EACH YEAR, AND SHALL BE ON THE FOLLOWING BASIS:

<u>LENGTH OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
LESS THAN ONE (1) CONTINUOUS YEAR OF SERVICE AS OF MAY 31ST.	ONE (1) DAY PER COMPLETED CALENDAR MONTH OF SERVICE (MAXIMUM TEN (10) WORKING DAYS)
NOT LESS THAN ONE (1) YEAR OF CONTINUOUS SERVICE BUT LESS THAN THREE (3) YEARS OF CONTINUOUS SERVICE AS OF MAY 31ST.	TWO (2) WEEKS

(EMPLOYEES WHOSE MORE RECENT EMPLOYMENT START DATE MAKES THEM ELIGIBLE FOR TWO (2) WEEKS OF VACATION ONLY, WILL RECEIVE THE GREATER OF:

I) 4% OF WAGES (INCLUDING OVERTIME) EARNED WITHIN THE JUNE 1ST TO MAY 31ST VACATION ELIGIBILITY PERIOD IMMEDIATELY PRECEDING JUNE OF THE YEAR IN QUESTION, OR;

II) TWO (2) WEEKS OF VACATION PAY CALCULATED ON THE NORMAL WAGES BEING RECEIVED IN JUNE OF THE YEAR IN QUESTION.

FOOTNOTE: IF A GREATER AMOUNT OCCURS DUE TO I) ABOVE, THEN THIS AMOUNT WILL BE PAID ON THE LAST PAY DAY IN JUNE.)

NOT LESS THAN THREE (3) YEARS OF CONTINU- OUS SERVICE BUT LESS THAN NINE (9) YEARS OF CONTINUOUS SERVICE AS OF MAY 31ST.	THREE (3) WEEKS
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NOT LESS THAN NINE (9) YEARS BUT LESS THAN SIXTEEN (16) YEARS OF CONTINUOUS SERVICE AS OF MAY 31ST.	FOUR (4) WEEKS
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NOT LESS THAN SIXTEEN (16) YEARS CONTINUOUS SERVICE BUT LESS THAN TWENTY FOUR (24) YEARS OF CONTINUOUS SERVICE AS OF MAY 31ST	FIVE (5) WEEKS
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NOT LESS THAN TWENTY- FOUR (24) CONTINUOUS YEARS OF SERVICE AS OF MAY 31ST.	SIX (6) WEEKS
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ONE (1) ADDITIONAL DAY OF VACATION FOR EACH ADDI-
TIONAL YEAR OF CONTINUOUS SERVICE AFTER THE TWENTY-
FOUR (24) YEARS SPECIFIED ABOVE, SHALL BE GRANTED,
~~TO~~ A MAXIMUM OF ONE (1) ADDITIONAL WEEK (FIVE (5)
WORKING DAYS).

IN ANY YEAR WHERE AN EMPLOYEE, WHOSE SERVICE
COMMENCED AFTER MAY 31ST, WOULD MOVE FROM ONE
VACATION ELIGIBILITY CATEGORY TO ANOTHER, I.E. FROM
THREE (3) WEEKS TO FOUR (4) WEEKS, THE EMPLOYEE
SHALL BE ELIGIBLE IN THAT PARTICULAR YEAR ONLY, TO
RECEIVE ADDITIONAL PAID DAYS OF VACATION IN ACCOR-
DANCE WITH THE FOLLOWING TABLE. AND IN ACCORDANCE

WITH THE MONTH IN WHICH CONTINUOUS FULL-TIME EMPLOYMENT COMMENCED. THIS SHALL BECOME EFFECTIVE ON JUNE 1, 1985, OR ON THE MUTUAL SIGNING OF THE COLLECTIVE AGREEMENT, WHICHEVER IS LATER:

JUNE	4 1/2 DAYS
JULY	4 DAYS
AUGUST & SEPTEMBER	3 1/2 DAYS
OCTOBER	3 DAYS
NOVEMBER	2 1/2 DAYS
DECEMBER	2 DAYS
JANUARY	1/2 DAYS
FEBRUARY & MARCH	1 DAY
APRIL	1/2 DAY
MAY	NO CREDIT

16.03 NOT MORE THAN TWO (2) CONSECUTIVE WEEKS VACATION MAY BE TAKEN AT A TIME, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER. HOWEVER, IF THE HOLIDAY(S) OF ANOTHER EMPLOYEE(S) IS NOT AFFECTED IN ANY WAY AND EFFICIENT OPERATION CAN BE MAINTAINED, THE REGION WILL ALLOW A LONGER VACATION THAN TWO (2) CONSECUTIVE WEEKS DURING THE THREE (3) MONTHS STIPULATED IN THIS CLAUSE.

16.04 SUBJECT TO THE REGULATIONS OF THE EMPLOYMENT STANDARDS ACT, VACATIONS MUST BE TAKEN WITHIN THE TWELVE (12) MONTH PERIOD FOLLOWING THE JUNE 1ST ELIGIBILITY DATE, AND SHALL NOT BE ACCUMULATED. EMPLOYEES SHALL BE PERMITTED TO CARRY OVER UP TO ONE (1) WEEK OF VACATION INTO THE FOLLOWING YEAR (AFTER MAY 31ST).

16.05 VACATIONS WILL BE SCHEDULED AT SUCH TIME OF THE YEAR AS IS FOUND MOST SUITABLE CONSIDERING BOTH THE WISHES OF THE EMPLOYEE AND THE REGION; HOWEVER, THEY WILL BE SCHEDULED IN SUCH A MANNER AS TO PROVIDE A FAIR DISTRIBUTION OF THE NUMBER OF EMPLOYEES ABSENT AT ANY ONE TIME.

16.06 (A) EMPLOYEES WITH THE GREATER LENGTH OF SERVICE WITHIN EACH DEPARTMENT WILL HAVE FIRST CHOICE OF VACATION DATES PROVIDED THAT THEY INDICATE THEIR PREFERENCE TO THE REGION BEFORE APRIL 1ST IN ORDER THAT THE VACATION SCHEDULE MAY BE POSTED BY JUNE 1ST.

(B) REQUESTS FOR VACATION TIME DURING THE MONTHS OF JUNE, JULY, AND AUGUST, SHALL BE SUBMITTED ON A REQUEST BY APRIL 1ST. EMPLOYEES NOT SUBMITTING A REQUEST BY APRIL 1ST, SHALL SUBMIT A REQUEST AT LEAST TWO (2) WEEKS IN ADVANCE AND THE EMPLOYEE SHALL, IN ACCORDANCE WITH SENIORITY AND STAFFING, BE GRANTED VACATION IN THE AVAILABLE TIME SLOTS. REQUESTS FOR VACATION FOR PERIODS OF LESS THAN FIVE (5) DAYS MAY BE GRANTED UPON PROVISION OF ONE (1) WEEK'S NOTICE ON A REQUEST FORM. REQUESTS ON SHORTER NOTICE MAY BE GRANTED UPON MUTUAL AGREEMENT OF THE EMPLOYEE AND THE SUPERVISOR.

16.07 ON TERMINATION, EMPLOYEES SHALL BE PAID ANY VACATION CREDITS CALCULATED ON THE BASIS OF THEIR VACATION ENTITLEMENT, EXCEPT THAT IN THE CASE OF AN EMPLOYEE WITH LESS THAN ONE (1) YEAR OF CONTINUOUS SERVICE, VACATION PAY SHALL BE CALCULATED AT FOUR PERCENT (4%) OF EARNINGS.

16.08 EMPLOYEES WHO HAVE BEEN ABSENT FOR ANY REASON, EXCEPT FOR PARENTAL LEAVE, FOR MORE THAN FORTY-FIVE (45) WORKING DAYS IN THE VACATION ELIGIBILITY YEAR OF JUNE 1ST TO MAY 31ST, SHALL RECEIVE A PRO-RATA REDUCTION OF THEIR VACATION PAY ENTITLEMENT.

16.09 VACATION PAY FOR TEMPORARY FULL TIME AND PART-TIME EMPLOYEES SHALL BE FOUR PERCENT (4%) OF EARNINGS.

IN JUNE OF EACH YEAR, VACATION PAY FOR BOTH TEMPORARY FULL TIME AND PART-TIME EMPLOYEES SHALL BE CALCULATED AND PAID ON THE LAST PAY DAY IN JUNE FOR EARNINGS IN THE VACATION ELIGIBILITY YEAR IMMEDIATELY PRECEDING.

NEW:

16.10 EFFECTIVE JANUARY 1, 1993

EMPLOYEES ELIGIBLE FOR THREE (3) WEEKS OR MORE OF VACATION SHALL RECEIVE FOUR (4) PERCENT OF OVERTIME PAID WITHIN THE CALENDAR YEAR ON THE FIRST PAY DAY IN JANUARY OF THE FOLLOWING YEAR.

VACATION CHANGE:

THE REGION IS PREPARED TO MODIFY THE LANGUAGE IN ARTICLE 16 -VACATION TO PROVIDE EMPLOYEES WITH THE ABILITY TO EARN AND TAKE VACATION IN THE SAME CALENDAR YEAR. (CURRENT LANGUAGE PROVIDES FOR VACATION TO BE TAKEN IN THE YEAR SUBSEQUENT TO THE YEAR OF EARNING.)

THE FOLLOWING CONDITIONS APPLY:

1) A JOINT IMPLEMENTATION TEAM WILL BE FORMED. THE JOINT TEAM WILL PREPARE THE REVISED LANGUAGE AND IMPLEMENTATION PLAN TO BE RECOMMENDED TO THE UNION EXECUTIVE AND THE HUMAN RESOURCES DEPARTMENT FOR FINAL APPROVAL.

2) A POSSIBLE IMPLEMENTATION DATE OF JANUARY 1, 1993.

3) A PHASE-IN OVER A THREE (3) YEAR TIME PERIOD (1993 TO 1995 CALENDAR YEARS) FOR USE OF ACCRUED VACATION.

4) AN EMPLOYEE WHO TERMINATES BUT HAS TAKEN VACATION PRIOR TO EARNING THE VACATION CREDIT SHALL HAVE THE OVERPAYMENT DEDUCTED FROM THEIR FINAL PAY.

ARTICLE 17 - LEAVE OF ABSENCE

REVISED:

UNION BUSINESS

17.01 (A) LEAVE OF ABSENCE WITHOUT PAY AND WITHOUT LOSS OF SENIORITY SHALL BE GRANTED UPON REQUEST TO THE REGION TO EMPLOYEES ELECTED OR APPOINTED

TO REPRESENT THE UNION AT UNION CONVENTIONS OR SEMINARS AND PROVIDED SUCH LEAVE OF ABSENCE DOES NOT INTERFERE WITH EFFICIENT OPERATIONS. SUCH TIME SHALL NOT EXCEED SIXTY (60) WORKING DAYS IN ANY CALENDAR YEAR AND NOT MORE THAN FIVE (5) EMPLOYEES SHALL BE PERMITTED TO BE ABSENT AT ANY ONE TIME. SUCH REQUESTS SHALL BE IN WRITING FROM THE SECRETARY OF THE LOCAL TO THE DIRECTOR OF EMPLOYEE RELATIONS AND COMPENSATION AS FAR IN ADVANCE AS POSSIBLE AND SHALL CONTAIN THE NAMES OF THE APPOINTED EMPLOYEES PLUS DATES OF THE MEETING.

B) THE REGION SHALL GRANT LEAVE OF ABSENCE WITHOUT LOSS OF PAY, BENEFITS, OR SERVICE CREDITS TO MEMBERS OF THE UNION NEGOTIATING COMMITTEE WHO PARTICIPATE IN NEGOTIATIONS.

C) THE REGION SHALL CONTINUE TO PAY THE WAGES OF EMPLOYEES ON UNION LEAVE OF ABSENCE AND THE UNION SHALL RE-IMBURSE THE REGION FOR WAGES PAID TO UNION REPRESENTATIVES OR MEMBERS WHERE SUCH LEAVE IS WITHOUT PAY.

D) WHEN AN EMPLOYEE IS ELECTED OR APPOINTED TO OFFICE OR A STAFF POSITION WITH THE CANADIAN UNION OF PUBLIC EMPLOYEES, UPON REQUEST, HE/SHE SHALL BE GRANTED A LEAVE OF ABSENCE WITHOUT PAY AND WITHOUT LOSS OF SENIORITY OR BENEFITS FOR UP TO TWO (2) YEARS. DURING SUCH LEAVES OF ABSENCE, WAGES AND BENEFITS SHALL BE KEPT WHOLE BY THE EMPLOYER AND THE UNION AGREES TO REIMBURSE THE REGION FOR SUCH WAGES AND THE REGION'S CONTRIBUTION TO SAID BENEFITS.

E) THE EMPLOYEE AGREES TO NOTIFY THE EMPLOYER OF THE EMPLOYEE'S INTENTION TO RETURN TO WORK WITHIN TWO (2) WEEKS FOLLOWING TERMINATION OF OFFICE FOR WHICH THE LEAVE WAS GRANTED. AT THE END OF SUCH LEAVE, ANY EMPLOYEE HIRED OR PLACED AS A SUBSTITUTE FOR THE EMPLOYEE ON SUCH ABSENCE, MAY BE TERMINATED OR LAID OFF BY THE EMPLOYER AS REQUIRED, OR BE TRANSFERRED TO THE EMPLOYEE'S PREVIOUS POSITION, IF THE SUBSTITUTION WAS A TRANSFER.

F) ALL LEAVES OF ABSENCE UNDER ARTICLE 17.01 SHALL BE WITHOUT LOSS OF SENIORITY.

PERSONAL LEAVE

17.02 THE REGION MAY GRANT A LEAVE OF ABSENCE WITHOUT PAY AND WITHOUT LOSS OF SENIORITY TO EMPLOYEES FOR LEGITIMATE PERSONAL REASONS. A REQUEST FOR SUCH LEAVE SHALL BE MADE IN WRITING TO THE EMPLOYEE'S DEPARTMENT HEAD AS FAR IN ADVANCE AS POSSIBLE AND THE GRANTING OF SUCH LEAVE MUST HAVE THE APPROVAL OF BOTH THE DEPARTMENT HEAD AND THE COMMISSIONER OF HUMAN RESOURCES.

JURY DUTY

17.03 (A) PERMANENT FULL TIME EMPLOYEES WHO ARE REQUIRED TO SERVE AS JURORS OR WITNESSES IN ANY COURT, SHALL BE GRANTED LEAVE OF ABSENCE FOR THIS PURPOSE. SUCH LEAVE SHALL NOT CONSTITUTE A BREAK IN SERVICE FOR THE CALCULATION OF SENIORITY OR SICK LEAVE CREDITS. UPON COMPLETION OF THE JURY OR WITNESS SERVICE SUCH EMPLOYEE SHALL PRESENT TO THEIR DEPARTMENT HEAD A CERTIFICATE SATISFACTORY TO THE REGION, SHOWING THE PERIOD OF SUCH SERVICE. SUCH EMPLOYEES WILL BE PAID THEIR FULL SALARY OR WAGE FOR THE PERIOD OF SUCH JURY OR WITNESS SERVICE PROVIDED THEY SHALL DEPOSIT WITH THE COMMISSIONER OF HUMAN RESOURCES THE FULL AMOUNT OF COMPENSATION RECEIVED, EXCLUDING MILEAGE AND TRAVELLING EXPENSE, AND AN OFFICIAL RECEIPT THEREOF.

17.03 (B) FOR THE PURPOSES OF ARTICLE 17.03(A) ABOVE, TRAVELLING EXPENSES SHALL BE DEEMED TO BE PAYMENTS RECEIVED WHICH HAVE BEEN IDENTIFIED TO COVER MILEAGE PAYMENT, AIR OR GROUND TRANSPORTATION CHARGES INCURRED TO GET TO THE SITE OF THE HEARING, PLUS ANY REIMBURSEMENT FOR MEALS AND/OR LODGING, AS DETAILED ON THE CHEQUE STUB ISSUED BY THE COURTS.

BEREAVEMENT LEAVE

17.04 (A) IN THE EVENT OF A DEATH IN THE IMMEDIATE FAMILY OF PERMANENT FULL TIME EMPLOYEES WHO ARE AT THEIR REGULAR WORK, SHALL BE ENTITLED TO RECEIVE

THREE (3) CONSECUTIVE WORKING DAYS LEAVE OF ABSENCE WITH PAY FOR THE PURPOSE OF ARRANGING AND/OR ATTENDING THE FUNERAL, BUT SHALL NOT BE PAID FOR THOSE DAYS THEY WERE NOT SCHEDULED TO WORK, AND THE REGION WILL, IF REQUESTED BY THE EMPLOYEE, GRANT UP TO TEN (10) CONSECUTIVE WORKING DAYS WITHOUT PAYMENT FOR SUCH TIME.

THE IMMEDIATE FAMILY TO BE AS FOLLOWS - MOTHER, FATHER, FATHER-IN-LAW, MOTHER-IN-LAW, SISTER AND BROTHER.

IN THE CASE OF THE DEATH OF A SPOUSE OR THE EMPLOYEE'S CHILD, THE ENTITLEMENT SHALL BE FIVE (5) CONSECUTIVE WORKING DAYS.

(B) PERMANENT FULL TIME EMPLOYEES WHO ARE AT THEIR REGULAR WORK, SHALL BE ENTITLED TO RECEIVE TWO (2) CONSECUTIVE WORKING DAYS LEAVE OF ABSENCE WITH PAY FOR THE PURPOSE OF ARRANGING FOR AND/OR ATTENDING THE FUNERAL OF THE FOLLOWING:

I) GRANDPARENT OF THE PERMANENT EMPLOYEE OR SPOUSE.

II) GRANDCHILD OF THE PERMANENT EMPLOYEE OR SPOUSE.

(C) PROVIDED PERMANENT FULL TIME EMPLOYEES ARE SCHEDULED TO BE AT THEIR REGULAR WORK, ONE (1) DAY OFF WITH PAY SHALL BE GRANTED ONLY TO ATTEND THE FUNERAL OF AN EMPLOYEE'S BROTHER-IN-LAW OR SISTER-IN-LAW, SON-IN-LAW OR DAUGHTER-IN-LAW.

MATERNITY, ADOPTION AND PATERNITY LEAVE

17.05 (A) PREGNANCY LEAVE

AN EMPLOYEE WILL BE GRANTED UNPAID PREGNANCY LEAVE, UPON WRITTEN REQUEST TWO (2) WEEKS PRIOR TO THE LEAVE BEGINNING, AND CERTIFICATION OF A MEDICAL PRACTITIONER. THE LEAVE SHALL BE GRANTED FOR ANY PERIOD OF UP TO SEVENTEEN (17) WEEKS IMMEDIATELY PRECEDING THE EXPECTED DATE OF DELI-

VERY STATED ON THE CERTIFICATION. TOTAL LENGTH OF PREGNANCY LEAVE SHALL NOT EXCEED SEVENTEEN (17) WEEKS, EXCEPT UNDER EXTENUATING CIRCUMSTANCES.

AN EMPLOYEE MAY RETURN FROM SUCH LEAVE PRIOR TO THE EXPIRATION OF THE SEVENTEEN (17) WEEK DATE. NOTICE OF SAID RETURN TO WORK MUST BE PROVIDED AT LEAST TWO (2) WEEKS IN ADVANCE OF THE DATE OF RETURN.

AN EMPLOYEE RETURNING FROM PREGNANCY LEAVE SHALL BE REINSTATED IN THE EMPLOYEE'S PREVIOUS POSITION AND WORK LOCATION AND SHIFT, AT A RATE OF PAY NOT LESS THAN THAT WHICH THE EMPLOYEE WAS RECEIVING AT THE TIME OF THE BEGINNING OF THE LEAVE OF ABSENCE.

THE EMPLOYEE SHALL CONTINUE TO ACCUMULATE SENIORITY AND SERVICE BENEFITS DURING SAID PREGNANCY LEAVE. THE EMPLOYER SHALL PAY THE PREMIUM FOR ALL APPLICABLE BENEFITS (DOES NOT INCLUDE OMERS) FOR THE SEVENTEEN (17) WEEK PREGNANCY LEAVE. THE EMPLOYER CONTRIBUTION TO OMERS WILL BE CONTINUED UNLESS THE EMPLOYEE GIVES THE EMPLOYER WRITTEN NOTICE THAT THE EMPLOYEE DOES NOT INTEND TO PAY THE EMPLOYEE'S CONTRIBUTIONS.

B) PARENTAL LEAVE

AN EMPLOYEE WILL BE GRANTED UNPAID PARENTAL LEAVE FOR A PERIOD UP TO AND INCLUDING EIGHTEEN (18) WEEKS, UPON REQUEST AND VERIFICATION OF:

I) THE BIRTH OF THE EMPLOYEE'S CHILD

OR

I) THE COMING OF A CHILD INTO THE CUSTODY, CARE AND CONTROL OF THE PARENT FOR THE FIRST TIME. PARENT IS DEFINED AS A PERSON WITH WHOM A CHILD IS PLACED FOR ADOPTION OR A PERSON WHO IS IN A RELATIONSHIP OF SOME PERMANENCE WITH A PARENT OF A CHILD AND WHO

INTENDS TO TREAT THE CHILD AS HIS OR HER OWN.

THE PARENTAL LEAVE OF AN EMPLOYEE WHO TAKES PREGNANCY LEAVE MUST BEGIN WHEN THE PREGNANCY LEAVE ENDS UNLESS THE CHILD HAS NOT YET COME INTO THE CUSTODY, CARE AND CONTROL OF A PARENT FOR *THE* FIRST TIME.

PARENTAL LEAVE MUST BEGIN NO MORE THAN THIRTY-FIVE (35) WEEKS AFTER THE DAY THE CHILD IS BORN OR COMES INTO THE CUSTODY, CARE AND CONTROL OF A PARENT FOR THE FIRST TIME.

THE EMPLOYEE MUST PROVIDE THE EMPLOYER WITH AT LEAST TWO (2) WEEKS WRITTEN NOTICE OF THE DATE THE LEAVE IS TO BEGIN. EMPLOYEES SHALL CONTINUE TO ACCUMULATE SENIORITY AND SERVICE BENEFITS DURING THE PARENTAL LEAVE. THE EMPLOYER SHALL CONTINUE TO PAY THE PREMIUM FOR ALL APPLICABLE BENEFITS (DOES NOT INCLUDE OMERS) DURING THE EIGHTEEN (18) WEEK PARENTAL LEAVE. THE EMPLOYER CONTRIBUTION TO OMERS WILL BE CONTINUED UNLESS THE EMPLOYEE GIVES WRITTEN NOTICE THAT THE EMPLOYEE DOES NOT INTEND TO PAY THE EMPLOYEE'S CONTRIBUTIONS.

AN EMPLOYEE WHO IS PREVENTED FROM RETURNING TO WORK BY REASON OF PERSONAL ILLNESS AT THE END OF THE PARENTAL LEAVE OF ABSENCE SHALL THEN BE CONSIDERED TO BE ON LEAVE OF ABSENCE DUE TO ILLNESS.

WHERE THE COLLECTIVE AGREEMENT IS SILENT, THE CURRENT LEGISLATION APPLIES.

C) ADOPTION LEAVE

AN EMPLOYEE WILL, UPON REQUEST, BE GRANTED A FURTHER LEAVE OF ABSENCE FOR UP TO EIGHT (8) WEEKS FOR ADOPTION OF A CHILD. WRITTEN NOTICE FOR THE ADDITIONAL LEAVE MUST BE PROVIDED IN CONJUNCTION WITH THE NOTICE OF PARENTAL LEAVE. EMPLOYEES SHALL CONTINUE TO ACCUMULATE SENIORITY AND SERVICE BENEFITS DURING THE ADOPTION LEAVE. THE EMPLOYER SHALL CONTINUE TO PAY ALL BENEFITS DURING THE ADOPTION LEAVE.

(D) PATERNITY LEAVE

A MALE EMPLOYEE SHALL BE AUTOMATICALLY GRANTED A ONE (1) DAY UNPAID LEAVE OF ABSENCE AT THE TIME OF THE BIRTH OF THE EMPLOYEE'S CHILD.

GENERAL

17.06 EMPLOYEES WHO TAKE OTHER GAINFUL EMPLOYMENT DURING ABSENCE FROM WORK DUE TO ILLNESS, INJURY OR AUTHORIZED LEAVE OF ABSENCE, SHALL BE DEEMED TO HAVE VOLUNTARILY QUIT THEIR EMPLOYMENT UNLESS THEY HAVE PRIOR WRITTEN PERMISSION FROM THE COMMISSIONER OF HUMAN RESOURCES TO TAKE OTHER EMPLOYMENT. THE PURPOSE OF THIS CLAUSE IS NOT TO RESTRICT AN EMPLOYEE FROM CONTINUING PART-TIME EMPLOYMENT ENTERED INTO PRIOR TO THE ILLNESS, INJURY OR AUTHORIZED LEAVE OF ABSENCE OR COMMENCING PART-TIME EMPLOYMENT OUTSIDE OF WHAT WOULD NORMALLY BE CONSIDERED THE EMPLOYEES SCHEDULED WORKING HOURS.

17.07 EDUCATION LEAVE

SUBJECT TO THE APPROVAL OF THE DEPARTMENT HEAD OR THE DESIGNATED APPROPRIATE SUPERVISOR, AN EMPLOYEE MAY ATTEND COURSES, WORKSHOPS, SEMINARS AND OTHER SIMILAR PROFESSIONAL MEETINGS WHICH ARE JOB RELATED, WITHOUT LOSS OF PAY, BENEFITS, AND/OR SENIORITY. THE EMPLOYER WILL PAY THE REQUIRED REGISTRATION FEES, TRAVEL AND SUBSISTENCE EXPENSES IN ACCORDANCE WITH REGIONAL POLICIES, UPON PRESENTATION OF REQUIRED RECEIPTS.

WHENEVER POSSIBLE, THE EMPLOYER WILL PREPAY REGISTRATION FEES.

17.08 THE EMPLOYER HAS DEVELOPED AN APPROVED PREPAID LEAVE PLAN. THE PARTIES WILL ENTER INTO A LETTER OF UNDERSTANDING AS REQUIRED BY THE FEDERAL MINISTRY OF REVENUE, FOR THE IMPLEMENTATION OF THIS POLICY, AND SAID LETTER SHALL BE ATTACHED HERETO AS APPENDIX TO THIS AGREEMENT.

**ARTICLE 18 - HOURS OF WORK, SCHEDULES,
BREAKS AND REPORTING**

18.01 A) SUBJECT TO THE CONDITIONS CONTAINED IN B), THE STANDARD HOURS OF WORK SHALL BE EIGHT (8) HOURS PER DAY INCLUSIVE OF A PAID TWENTY (20) MINUTE MEAL PERIOD, FORTY (40) HOURS PER WEEK. THE REGULAR WORK WEEK SHALL BE MONDAY THROUGH FRIDAY EXCEPT FOR ROTATION OR STATIC SHIFT OPERATIONS, WITH REGULAR WORK WEEK PERIODS WHICH SHALL NOT EXCEED EIGHT (8) HOURS PER DAY INCLUSIVE OF THE PAID MEAL PERIOD, OR FORTY (40) HOURS PER WEEK AT REGULAR BASIC RATES. WHERE EMPLOYEES WORK ON ROTATING SHIFTS IN A SIX (6) WEEK SCHEDULE, OVERTIME PAYMENT WILL ONLY APPLY WHEN THEIR HOURS WORKED EXCEED EIGHT (8) HOURS IN THE DAY OR FORTY (40) HOURS IN A WEEK.

B) THERE WILL CONTINUE TO BE AN EIGHT (8) HOUR WORK DAY INCLUSIVE OF A PAID TWENTY (20) MINUTE LUNCH PERIOD, SUBJECT TO THE FOLLOWING CONDITIONS:

I) THAT THE TWENTY (20) MINUTE LUNCH PERIOD IS INCLUSIVE OF ANY WASH-UP TIME AND OF ANY TRAVEL TIME AND WILL BE TAKEN ON THE JOB SITE.

If) THAT THE ARRANGEMENT IS, AND WILL CONTINUE TO BE APPROVED BY THE EMPLOYMENT STANDARDS BRANCH.

III) THAT THE REGION MAY INSTITUTE AN UNPAID LUNCH PERIOD IF THE TWENTY (20) MINUTE PAID PERIOD BECOMES ILLEGAL FOR ANY REASON.

SCHEDULES

18.02 SCHEDULED HOURS OF WORK SHALL BE POSTED AT LEAST TWO (2) WEEKS IN ADVANCE. IN THE CASE OF A CHANGE IN THE POSTED SHIFT AT THE REQUEST OF THE REGION WITH LESS THAN TWENTY-FOUR (24) HOURS NOTICE, EMPLOYEES SO AFFECTED SHALL BE PAID TIME AND ONE HALF (1 1/2) OF THEIR REGULAR STRAIGHT TIME PAY ONLY FOR THE FIRST SHIFT OF THE NEW SCHEDULE. SUCH

PREMIUM SHALL NOT APPLY WHEN THE CHANGE IS REQUESTED BY AN EMPLOYEE AND CONSENTED TO BY THE REGION. AN EMPLOYEE WHO HAS WORKED OVERTIME WILL NOT BE REQUIRED TO TAKE TIME OFF IN LIEU OF PAYMENT.

BREAKS

18.03 A TEN(10) MINUTE REST PERIOD SHALL BE GRANTED TO ALL EMPLOYEES DURING EACH HALF OF THEIR DAILY SHIFT WITH SUCH TIMES AT THE DISCRETION OF THEIR IMMEDIATE SUPERVISOR. REST PERIODS WILL BE TAKEN ON THE JOB SITE. IN THE CASE OF PUMPING STATION OPERATORS, BREAKS MUST BE TAKEN ONLY AS THE EXIGENCIES OF PROPER OPERATION ALLOW.

A WASH-UP TIME OF TEN (10) MINUTES WILL BE ALLOWED AT THE TERMINATION OF EACH FULL SHIFT WORKED.

REPORTING

18.04 A) EMPLOYEES WHO REPORT FOR WORK AT THE REGULAR STARTING TIME, WHO HAVE NOT PREVIOUSLY BEEN NOTIFIED NOT TO REPORT, AND WHO ARE LAID OFF FOR ANY REASON - SUCH AS INCLEMENT WEATHER, EQUIPMENT FAILURE OR MATERIAL SHORTAGE - WILL RECEIVE PAY FOR A MINIMUM OF FOUR (4) HOURS AT THEIR REGULAR RATE OF PAY. IF THE EMPLOYEES ARE TOLD TO REPORT BACK IN THE AFTERNOON AND ARE AGAIN LAID OFF FOR ANY REASON, THEY WILL RECEIVE PAY FOR A MINIMUM OF TWO (2) HOURS AT THEIR REGULAR RATE OF PAY.

NOTE: FOR PURPOSES OF THIS CLAUSE, REPORTING FOR WORK AT THE REGULAR START TIME SHALL MEAN THAT THE EMPLOYEE IS PHYSICALLY PRESENT, READY FOR WORK, AND PROPERLY ATTIRE TO COMMENCE WORK. PROPER ATTIRE SHALL INCLUDE APPROVED SAFETY BOOTS, HARD HATS ETC., AS REQUIRED BY THE OCCUPATIONAL HEALTH AND SAFETY ACT.

B) EMPLOYEES WHO REPORT LATE FOR THEIR SHIFT SHALL NOT BE DEDUCTED ANY PAY FOR A PERIOD OF LESS THAN FIVE (5) MINUTES. PAY WILL BE DEDUCTED FOR PERIODS OF LATENESS OF FIVE (5) MINUTES OR MORE TO THE NEAREST EXACT FIFTEEN (15) MINUTES THAT IS LONGER.

ARTICLE 19 - PREMIUM PAY

OVERTIME

19.01 A) ALL HOURS WORKED IN EXCESS OF THE NORMAL WORK DAY, THE NORMAL WORK WEEK OR ON A SPECIFIED HOLIDAY, SHALL BE CONSIDERED AS OVERTIME AND SHALL BE PAID FOR AT THE RATE OF TIME AND ONE HALF (1 1/2), EXCEPT AS HEREINAFTER PROVIDED. WORK PERFORMED ON SPECIFIED HOLIDAYS WILL BE PAID AT TIME AND ONE HALF (1 1/2) THE BASIC RATE, PLUS A REGULAR DAYS PAY. OVERTIME WORK PERFORMED ON SUNDAYS OR THE SECOND REGULAR DAY OFF WILL BE PAID AT DOUBLE (2) THE REGULAR BASIC RATE. OVERTIME WORK PERFORMED ON SATURDAYS WILL BE PAID AT TIME AND ONE HALF (1 1/2) THE REGULAR BASIC RATE.

IT IS THE INTENT OF THE FOREGOING THAT OVERTIME WILL ONLY BE PAID FOR TIME ACTUALLY WORKED IN EXCESS OF EIGHT (8) HOURS IN THE DAY.

B) OVERTIME RATES WILL NOT APPLY FOR THE FIRST FIFTEEN (15) MINUTES FOLLOWING TERMINATION OF THE REGULAR SHIFT. SHOULD OVERTIME EXCEED FIFTEEN (15) MINUTES THE FOREGOING PAYMENT SHALL BE RETROACTIVE TO THE COMMENCEMENT OF THE OVERTIME PERIOD. OVERTIME WORKED THAT TERMINATES WITHIN FIFTEEN (15) MINUTE PERIODS SHALL BE PAID TO THE NEAREST EXACT FIFTEEN (15) MINUTES THAT IS LONGER.

REVISED:

C) IT IS AGREED THAT ANY OVERTIME WILL FIRST BE OFFERED TO AVAILABLE QUALIFIED PERMANENT FULL-TIME EMPLOYEES AND QUALIFIED PROBATIONARY EMPLOYEES. HOWEVER, IF A SUFFICIENT NUMBER OF QUALIFIED PERMANENT FULL-TIME EMPLOYEES AND QUALIFIED PROBATIONARY EMPLOYEES CANNOT BE OBTAINED, THEN THE REGION MAY OFFER THE EXTRA WORK TO TEMPORARY FULL-TIME, PART-TIME OR STUDENT EMPLOYEES AND FAILING THIS TO ANYONE ELSE SELECTED BY THE REGION. THE REGION WILL ENDEAVOUR TO DISTRIBUTE OVERTIME FAIRLY AMONG AVAILABLE QUALIFIED EMPLOYEES.

FOOTNOTE: THE WORD "AVAILABLE" SHALL MEAN AVAILABLE WITHIN A REASONABLE TIME AND DISTANCE.

D) OVERTIME SHALL NOT APPLY ON REGULARLY SCHEDULED SATURDAY AND SUNDAY SHIFTS OR WHEN EMPLOYEES ARE SCHEDULED TO WORK SATURDAYS AND SUNDAYS TO ENABLE THEM TO COMPLETE A FULL WORK WEEK OR WHEN A CHANGE OF SCHEDULED SHIFTS IS ARRANGED BETWEEN EMPLOYEES, AND IS APPROVED BY THE REGION, WHICH MAY NECESSITATE EMPLOYEES WORKING HOURS IN EXCESS OF THEIR NORMAL WORK WEEK.

E) TEMPORARY FULL-TIME AND PART-TIME EMPLOYEES AS DEFINED IN THE DEFINITION OF EMPLOYEES ARTICLE OF THIS AGREEMENT, SHALL NOT BE ENTITLED TO OVERTIME PAYMENT FOR ANY WORK UNLESS THE EMPLOYMENT STANDARDS ACT REGULATIONS RELATING TO THE STATUTORY HOLIDAYS AND HOURS OF WORK, APPLY.

F) STANDARD HOURS OF WORK, AS OUTLINED HEREIN ARE STATED ONLY FOR CALCULATING OVERTIME AND SHALL NOT BE CONSTRUED AS A GUARANTEE OF ANY MINIMUM OR ANY MAXIMUM HOURS TO BE WORKED. OVERTIME AND PREMIUM PAYMENTS SHALL NOT PYRAMID IN ANY CIRCUMSTANCE(S).

REVISED:

G) EMPLOYEES MAY ACCUMULATE OVERTIME AT THE APPROPRIATE RATE TO A MAXIMUM OF FORTY (40) HOURS PAID TIME OFF IN ANY ONE (1) CALENDAR YEAR; EFFECTIVE JANUARY 1, 1993 TO A MAXIMUM OF EIGHTY (80) HOURS; AND BE TAKEN AS PAID TIME OFF AT A TIME MUTUALLY AGREED BETWEEN THE EMPLOYER AND THE EMPLOYEE.

SHIFT PREMIUM

19.02 EMPLOYEES WORKING THE SECOND (AFTERNOON) SHIFT OR THE THIRD (NIGHT) SHIFT WILL RECEIVE A SHIFT PREMIUM FOR ALL HOURS WORKED WHILE ON SAID SHIFTS.

A) SHIFTS SHALL BE DEFINED AS FOLLOWS:

- I) AFTERNOON SHIFT - STARTING ON OR AFTER 11:00 A.M. BUT BEFORE 9:00 P.M.
- II) NIGHT SHIFT - STARTING ON OR AFTER 9:00 P.M. BUT BEFORE 4:00 A.M.

REVISED:

- B) I) AFTERNOON SHIFT - 65 CENTS PER HOUR
- II) NIGHT SHIFT - 65 CENTS PER HOUR

EFFECTIVE JANUARY 1, 1993

- I) AFTERNOON SHIFT - 70 CENTS PER HOUR
- II) NIGHT SHIFT - 70 CENTS PER HOUR

REVISED:

C) ON SATURDAYS AND SUNDAYS, THE SHIFT PREMIUMS WILL BE APPLIED AS FOLLOWS:

8:00 A.M. TO 12:00 P.M. - 65 CENTS PER HOUR
12:00 P.M. TO 8:00 A.M. - 65 CENTS PER HOUR

EFFECTIVE JANUARY 1, 1993

8:00 A.M. TO 12:00 P.M. - 70 CENTS PER HOUR
2:00 P.M. TO 8:00 A.M. - 70 CENTS PER HOUR

D) SHIFT PREMIUM SHALL NOT BE PAID REGULAR MONDAY TO FRIDAY DAY SHIFT HOURS.

E) SHIFT PREMIUMS WILL NOT APPLY WHERE THE OVERTIME PREMIUMS DO APPLY.

F) WHEN EMPLOYEES WORK OVERTIME AS A CONTINUATION OF THEIR DAY SHIFT OR ARE CALLED IN OUTSIDE OF THEIR NORMAL HOURS, THEY SHALL NOT RECEIVE SHIFT PREMIUMS.

REVISED:

G) IF THE REGION DECIDES THAT SHIFT WORK IS NECESSARY FOR ITS OPERATION IN AREAS WHERE SHIFT WORK HAS NOT PREVAILED IN THE PAST, THEN THE REGION

SHALL GIVE SENIOR EMPLOYEES PREFERENCE AS TO THEIR CHOICE OF SHIFTS PROVIDED ALWAYS THAT THE REGION HAS THE RIGHT TO ASSIGN SUCH SENIOR EMPLOYEES TO OTHER SHIFTS FOR TRAINING PURPOSES OR TO PROVIDE A SUFFICIENT NUMBER OF EXPERIENCED EMPLOYEES ON EACH SHIFT AND THE RIGHT TO ESTABLISH A ROTATION SYSTEM IF IT CONSIDERS IT NECESSARY TO DO SO.

CALL-IN

19.03 A) IF EMPLOYEES ARE CALLED IN TO WORK AFTER HAVING COMPLETED THEIR REGULAR SHIFT AND HAVING GONE HOME, THEY SHALL BE PAID A MINIMUM OF THREE (3) HOURS PAY AT THE APPLICABLE OVERTIME RATE.

STAND-BY CALL

19.04 A) I) EFFECTIVE THE FIRST OF THE MONTH FOLLOWING MUTUAL RATIFICATION OF THE AGREEMENT, EMPLOYEES WHO ARE AUTHORIZED EMPLOYEES SCHEDULED FOR "STAND-BY" CALL SHALL RECEIVE ONE HUNDRED AND FORTY (\$140.00) PER WEEK; EFFECTIVE JANUARY 1, 1993 ONE HUNDRED AND FORTY SEVEN (\$147.00) DOLLARS PER WEEK FRIDAY TO FRIDAY, PLUS FIFTEEN (\$15.00) PER DAY EXTRA FOR ANY SPECIFIED HOLIDAY OCCURRING IN THE STAND-BY PERIOD; AND IN ADDITION, ALL EMPLOYEES WHEN CALLED OUT ON EMERGENCY CALL WILL BE PAID A MINIMUM OF TWO (2) HOURS AT THE APPROPRIATE OVERTIME RATE.

NEW:

II) WHERE EMPLOYEES ARE AUTHORIZED FOR SHORT TERM STAND-BY, THEY SHALL RECEIVE TWENTY DOLLARS (\$20.00) PER DAY; EFFECTIVE JANUARY 1, 1993 TWENTY ONE (\$21.00) DOLLARS PER DAY; FOR EACH DAY OF AUTHORIZED STAND-BY, PLUS FIFTEEN (\$15.00) PER DAY EXTRA FOR ANY SPECIFIED HOLIDAY OCCURRING IN THE STAND-BY PERIOD. IN ADDITION, WHEN CALLED OUT ON EMERGENCY CALL, THEY SHALL BE PAID A MINIMUM OF TWO (2) HOURS AT THE APPROPRIATE OVERTIME RATE.

B) EMPLOYEES ON "STAND-BY" WILL BE ALLOWED UP TO ONE (1) HOUR TO REPORT FOR DUTY FROM THE TIME THEY ARE NOTIFIED. IN CASES OF EXTREME EMERGENCY, THE ONE (1) HOUR NOTICE SHALL NOT APPLY AND EMPLOYEES WILL BE EXPECTED TO REPORT AS SOON AS POSSIBLE.

C) EMPLOYEES ON "STAND-BY" WITH THE BELL BOY PAGER MUST REPORT BY TELEPHONE WITHIN FIFTEEN (15) MINUTES OF BEING PAGED.

D) IF AN EMPLOYEE, THROUGH BEING CALLED IN TO WORK FOR ONE OR MORE CALL-OUTS, WORKS EIGHT (8) HOURS OR MORE IN THE SIXTEEN (16) HOURS IMMEDIATELY PRECEDING HIS/HER REGULAR SHIFT, THE EMPLOYEE SHALL BE AUTOMATICALLY GRANTED A ONE (1) DAY UNPAID LEAVE OF ABSENCE FOR THE REGULAR SHIFT IMMEDIATELY FOLLOWING SUCH OVERTIME, IF THE EMPLOYEE REQUESTS SUCH LEAVE. IF THE DAY FOLLOWING SUCH LEAVE IS A STATUTORY HOLIDAY, THE HOLIDAY SHALL BE PAID FOR, AS IF THE EMPLOYEE HAD ACTUALLY BEEN WORKING THE DAY IMMEDIATELY PRIOR TO THE HOLIDAY.

NEW:

E) A MECHANIC WHO IS AUTHORIZED FOR POSSIBLE CALL-BACK SHALL BE PROVIDED WITH A "BELL BOY" PAGER AND A VEHICLE DURING STAND-BY PERIODS WHICH MAY OCCUR BETWEEN THE WINTER MONTHS OF NOVEMBER 15TH TO APRIL 15TH INCLUSIVE AND STAND-BY PROVISIONS OUTLINED IN 19.04 (A) SHALL APPLY DURING THE WINTER MONTHS TO AUTHORIZED MECHANICS.

MEAL ALLOWANCE

REVISED:

19.05 EFFECTIVE FIRST OF THE MONTH FOLLOWING MUTUAL RATIFICATION, WHERE AN EMPLOYEE WORKS THREE (3) OR MORE HOURS CONTINUOUS WITH THE REGULAR WORKING DAY, SUCH EMPLOYEE SHALL BE ELIGIBLE FOR A MEAL ALLOWANCE OF SEVEN DOLLARS AND FIFTY CENTS (\$7.50); EFFECTIVE JANUARY 1, 1993 EIGHT DOLLARS (\$8.00).

PAYMENT OF THIS MEAL ALLOWANCE SHALL NOT APPLY WHERE AN EMPLOYEE IS REQUIRED TO WORK AT HOURS NOT CONTINUOUS WITH THE REGULAR WORKING DAY, PROVIDED THAT IF EMPLOYEES ARE CALLED IN TO WORK WITHOUT AT LEAST EIGHT (8) HOURS NOTICE, THEY SHALL RECEIVE A MEAL ALLOWANCE IF THEY WORK FIVE (5) OR MORE HOURS CONTINUOUSLY.

FOOTNOTE: THIS COULD PROVIDE FOR A MAXIMUM OF TWO (2) MEAL ALLOWANCES SHOULD EMPLOYEES WORK BOTH THE THREE (3) CONTINUOUS HOUR PERIODS IMMEDIATELY PRECEDING AND FOLLOWING THEIR REGULAR SHIFT.

MEAL ALLOWANCE APPLIES TO THREE (3) OVERTIME HOURS WORKED CONTINUOUSLY.

TEMPORARY ASSIGNMENTS

19.06 A) PERMANENT EMPLOYEES CALLED UPON TO PERFORM DUTIES IN A HIGHER RATED CATEGORY FOR NOT LESS THAN HALF A SHIFT SHALL BE PAID NOT LESS THAN THE BASIC RATE FOR THAT CATEGORY FOR THE WHOLE OF THE SHIFT. SHOULD EMPLOYEES BE ASSIGNED TO A LOWER RATED JOB, THEIR RATE OF PAY SHALL NOT BE CHANGED UNTIL THIRTY (30) WORKING DAYS FOLLOWING SUCH ASSIGNMENT.

B) EMPLOYEES SHALL BE PAID FOR THE HOLIDAY ACCORDING TO THE CLASSIFICATION OF THE JOB THEY WERE PERFORMING ON THE DAY IMMEDIATELY PRIOR TO SAID HOLIDAY.

ARTICLE 20 - ABSENCE FROM WORK

20.01 EMPLOYEES WHO ARE UNABLE TO ASSUME THEIR NORMAL DUTIES ON ANY WORKING DAY, MUST NOTIFY THE REGION PRIOR TO THE COMMENCEMENT OF THEIR REGULAR SHIFT.

20.02 A) I) AN EMPLOYEE WHO IS ABSENT BY REASON OF ILLNESS AND WHOSE ABSENCE IS IN EXCESS OF THREE (3) CONSECUTIVE WORKING DAYS, SHALL BE REQUIRED TO FURNISH A MEDICAL CERTIFICATE

FROM A DULY QUALIFIED PHYSICIAN, ORAL SURGEON OR CHIROPRACTOR FOR EACH SUCH ABSENCE: THIS CERTIFICATE IS TO BE SUBMITTED TO THE SUPERVISOR/MANAGER AND/OR SUPERINTENDENT BY THE EMPLOYEE NO LATER THAN THE END OF THE PAY PERIOD FOLLOWING THAT IN WHICH THE ABSENCE OCCURS.

II) THE MAXIMUM ABSENT PERIOD THAT CAN BE EXCUSED BY A CERTIFICATE FROM AN ORAL SURGEON OR CHIROPRACTOR IS FIVE (5) WORKING DAYS. ANY PERIOD LONGER THAN FIVE (5) WORKING DAYS, REQUIRES A MEDICAL CERTIFICATE FROM A DULY QUALIFIED PHYSICIAN FOR THOSE DAYS IN EXCESS OF THE FIVE (5) WORKING DAYS.

REVISED:

III) EMPLOYEES MUST NOTIFY THEIR SUPERVISOR, MANAGER, OR SUPERINTENDENT OF THEIR INTENTION TO RETURN TO WORK NOT LATER THAN ONE HOUR BEFORE THE START OF THEIR SHIFT. EMPLOYEES RETURNING TO WORK FOLLOWING ILLNESS WILL ENDEAVOUR TO GIVE SUCH NOTICE AT LEAST ONE FULL WORKING DAY BEFORE THEIR RETURN.

B) SHOULD EMPLOYEES BE ABSENT DUE TO ILLNESS AT LEAST A FULL REGULAR WORKING DAY PRIOR TO THE START OF THEIR SCHEDULED AND APPROVED VACATION, AND THE SICKNESS RUNS INTO AND EXCEEDS SUCH SCHEDULED VACATION PERIOD, THEN THE SAID VACATION PERIOD SHALL BE TRANSFERABLE TO SICK LEAVE ONLY IF ALL OF THE FOLLOWING CRITERIA ARE MET.

I) AFFECTED EMPLOYEES MUST REQUEST THE TRANSFER IN WRITING TO THE COMMISSIONER OF HUMAN RESOURCES WITHIN SEVEN (7) CALENDAR DAYS OF THEIR RETURN TO DUTY.

II) THE REQUEST MUST BE SUPPORTED BY A MEDICAL CERTIFICATE THAT IS SIGNED BY THE ATTENDING PHYSICIAN OR DESIGNATE AND

INDICATES THE START AND TERMINATION DATES OF THE SICKNESS PERIOD AND THAT THE EMPLOYEE WAS UNDER THE DOCTOR'S CARE.

III) WHEN SICKNESS RUNS INTO SUCH SCHEDULED VACATION, BUT NEITHER EXCEEDS OR IS LESS THAN THE SCHEDULED VACATION I.E. IT IS FOR THE EXACT PERIOD, IT WOULD BE DEEMED TO HAVE EXCEEDED THE SCHEDULED VACATION PERIOD ONLY FOR THE PURPOSES OF POSSIBLE RELIEF UNDER CLAUSE 20.02 (B) (i) AND (ii).

20.03 THE REGION SHALL HAVE THE RIGHT AT ANY TIME TO REQUIRE THAT AN EMPLOYEE WHO IS ABSENT ON ACCOUNT OF SICKNESS BE EXAMINED BY THE REGION'S MEDICAL EXAMINER, OR BY ANOTHER PHYSICIAN SELECTED BY THE REGION.

IF EMPLOYEES ARE NOT SATISFIED WITH THEIR RATING FOLLOWING SUCH AN EXAMINATION, THEY WILL HAVE THE RIGHT TO BE EXAMINED BY THEIR OWN PHYSICIAN. IF THE REPORT ON THE EMPLOYEE'S PHYSICAL IS CONTRARY TO THE FIRST REPORT, THEY WILL BE EXAMINED BY A THIRD PHYSICIAN SATISFACTORY TO BOTH PARTIES. THE THIRD PHYSICIAN WILL BE REQUESTED TO COMPLETE THE STANDARD MEDICAL EXAMINATION FORM BUT WILL NOT BE INFORMED OF THE REASON FOR SUCH EXAMINATION. THE RESULTS OF SUCH EXAMINATION SHALL NOT BE DISCLOSED TO THE REGION WITHOUT THE CONSENT OF THE EMPLOYEE WHO MAY WISH TO USE THE SAME IN SUPPORT OF A CLAIM FOR SPECIAL CONSIDERATION. IF THE EMPLOYEE ALLOWS THE RESULTS TO BE DISCLOSED TO THE REGION A DECISION OF THE MAJORITY WILL BE BINDING. IF THE EMPLOYEE DOES NOT ALLOW THE RESULTS TO BE DISCLOSED TO THE REGION, THE DECISION OF THE PHYSICIAN USED BY THE REGION SHALL BE BINDING.

20.04 EMPLOYEES WHO ARE ABSENT FROM DUTIES BY REASON OF ILLNESS, INJURY, OR ACCIDENT, MUST PRESENT A SUITABLE MEDICAL CERTIFICATE FROM BOTH THEIR PERSONAL PHYSICIAN AND THE REGIONAL PHYSICIAN, TO THEIR SUPERVISOR/MANAGER OR SUPERINTENDENT PRIOR

TO RETURNING TO FULL-TIME DUTIES, IF EITHER OF THE SITUATIONS IN I) OR II) FOLLOWING ARE EVIDENT:

A) THE ABSENCE, REGARDLESS OF REASON, IS FOR A CONTINUOUS PERIOD IN EXCESS OF TWENTY-ONE (21) CALENDAR DAYS.

B) IF THE REGION REQUIRES AN EMPLOYEE TO BRING IN A MEDICAL CERTIFICATE FROM BOTH PHYSICIANS FOR PERIODS OF LESS THAN TWENTY-ONE (21) CALENDAR DAYS, BECAUSE SPECIAL MEDICAL CIRCUMSTANCES IN THE OPINION OF MANAGEMENT WARRANT SAME, THE REGION WOULD BE PREPARED TO INFORM THE EMPLOYEE IN WRITING OF THEIR REASONING, IF SO REQUESTED IN WRITING BY THE EMPLOYEE.

II) THE ABSENCE RESULTS FROM AN ACCIDENT, INJURY OR INCAPACITY TO THE BODY OR ANY PART THEREOF.

20.05 THE MEDICAL CERTIFICATES REQUIRED IN CLAUSE 20.04 MUST ATTEST TO THE ABILITY OF THE EMPLOYEE TO RETURN TO REGULAR FULL-TIME DUTIES WITHOUT ANY CONDITIONS ETC., OTHERWISE THE MEDICAL CERTIFICATES WILL NOT BE CONSIDERED AS ACCEPTABLE BY THE REGION, AND THE EMPLOYEE WILL NOT BE ALLOWED TO RETURN UNTIL SUCH CERTIFICATES ARE PROVIDED. (THIS CONDITION MIGHT BE WAIVED BY THE REGION, IF THE REGION WERE TO APPROVE IN WRITING PRIOR TO ANY RETURN TO DUTIES, THAT AN EMPLOYEE COULD RETURN TO SOME FORM OF MODIFIED DUTIES IF SUCH DUTIES, AS DETERMINED BY THE REGION, ARE AVAILABLE).

MODIFIED DUTIES

REVISED:

20.06 REHABILITATION AND MODIFIED WORK

IT IS THE MUTUAL DESIRE OF THE PARTIES TO ASSIST IN THE REHABILITATION OF ILL OR INJURED EMPLOYEES AND TO ENSURE THEIR RETURN TO MEANINGFUL EMPLOYMENT AND THE RESUMPTION OF AN ACTIVE ROLE IN THE WORKPLACE.

I) RETURN TO WORK AND JOB SECURITY

A) AN EMPLOYEE, WHO BECAUSE OF ILLNESS OR INJURY, REMAINS OFF WORK DUE TO AN L.T.D. OR W.C.B. CLAIM SHALL RETAIN AND CONTINUE TO ACCUMULATE SENIORITY IN ACCORDANCE WITH ARTICLE 8.06 D).

B) SHOULD AN EMPLOYEE BE CAPABLE OF PERFORMING THE ESSENTIAL DUTIES OF HIS/HER FORMER POSITION, THE REGION SHALL RETURN THE EMPLOYEE TO HIS OR HER FORMER POSITION. SHOULD AN EMPLOYEE NOT BE CAPABLE OF RETURN TO HIS/HER FORMER POSITION, THE REGION AND THE UNION SHALL JOINTLY DETERMINE THE SUITABLE PLACEMENT OF ANY EMPLOYEES ON L.T.D. OR W.C.B. WHO ARE CAPABLE OF RETURN TO WORK. FAILING AGREEMENT ON SUITABLE PLACEMENT, THE EMPLOYEE SHALL AT ALL TIMES RETAIN HIS/HER RIGHT TO BUMP A LESS SENIOR EMPLOYEE IN THE SAME OR LOWER CLASSIFICATION HELD BY THE EMPLOYEE.

II) MODIFIED DUTIES

A) THIS CLAUSE PROVIDES A MODIFIED WORK PROGRAM TO ASSIST IN THE REHABILITATION OF EMPLOYEES WHO HAVE BEEN ABSENT FROM WORK DUE TO ILLNESS OR INJURY.

B) OBJECTIVES OF THE PROGRAM:
TO RESTORE AN ILL OR INJURED EMPLOYEE TO HIS/HER FULLEST POSSIBLE OCCUPATIONAL AND ECONOMIC CAPACITY.

TO PROVIDE AN EMPLOYEE WITH AN EFFECTIVE SETTING FOR WORK ACCOMMODATION AND WORK REHABILITATION FOLLOWING ILLNESS OR INJURY.

TO ACCOMMODATE AND/OR REHABILITATE AN ILL OR INJURED EMPLOYEE IN HIS/HER ORIGINAL POSITION OR JOB, WHEREVER FEASIBLE, OR TO ACCOMMODATE THE EMPLOYEE IN ANOTHER POSITION OR JOB.

C) DEFINITIONS:

MODIFIED WORK
ALTERING A WORK CONDITION OR REQUIREMENTS TO

BETTER MATCH THE EMPLOYEE'S MEDICAL RESTRICTIONS THAT HE/SHE MAY PERFORM SAFELY WITHOUT UNREASONABLE RISK OF INJURY OR RE-INJURY TO SELF OR OTHER AND TO ASSIST IN THE REHABILITATION OF THE EMPLOYEE. THE ALTERING OF A WORK CONDITION MAY INCLUDE PART-TIME HOURS.

SUITABLE WORK

WORK THAT IS DIFFERENT FROM THE EMPLOYEE'S REGULAR WORK AND THAT HAS BEEN SPECIFICALLY DESIGNED OR DESIGNATED TO ACCOMMODATE AN EMPLOYEE'S MEDICAL RESTRICTIONS.

D) ANY EMPLOYEE WHO HAS SUSTAINED AN OCCUPATIONAL OR NON-OCCUPATIONAL ILLNESS OR INJURY, THAT PREVENTS HIM/HER FROM PERFORMING THE ESSENTIAL DUTIES OF THEIR REGULAR JOB SHALL BE ELIGIBLE TO PARTICIPATE IN THIS PROGRAM.

E) AT THE REQUEST OF EITHER PARTY, THE REGION AND THE UNION SHALL JOINTLY DETERMINE THE DESIGN OF MODIFIED WORK OR DUTIES BASED ON MEDICAL INFORMATION FOR AN EMPLOYEE WHO IS OFF WORK DUE TO ILLNESS OR INJURY. THE REGION AND THE UNION SHALL DETERMINE THE WAGE RATE, IF NOT THE EMPLOYEE'S FORMER WAGE RATE IN ACCORDANCE WITH APPROVAL AND MEDICAL RESTRICTIONS OF THE ATTENDING PHYSICIAN.

F) SENIORITY WILL CONTINUE TO ACCUMULATE WHILE THE EMPLOYEE IS ON MODIFIED DUTIES. EMPLOYEES REQUIRING MODIFIED DUTIES OR WORK WILL HAVE PRIORITY FOR VACANCIES IN THE BARGAINING UNIT.

G) THE MODIFIED WORK ASSIGNMENT MUST BE PRODUCTIVE AND MEANINGFUL TO BOTH THE REGION AND THE EMPLOYEE. THE MODIFIED WORK ASSIGNMENT MUST SUIT THE MEDICAL RESTRICTIONS, EDUCATION AND TRAINING/EXPERIENCE OF THE EMPLOYEE. MEDICAL RESTRICTIONS WILL BE DETERMINED BY THE EMPLOYEE'S ATTENDING PHYSICIAN(S).

ARTICLE 21 - SAFETY

21.01 (A) THE REGION SHALL OBSERVE ALL REASONABLE PRECAUTIONS AND PROVIDE NECESSARY SAFETY DEVICES OR APPLIANCES THAT MAY BE REQUIRED FOR THE PROTECTION OF ITS EMPLOYEES. EMPLOYEES WILL ADHERE TO SAFETY PRACTICES.

B) WORKERS' COMPENSATION

I) AN EMPLOYEE RECEIVING WORKERS' COMPENSATION PAYMENTS SHALL ACCUMULATE SENIORITY AND BE ENTITLED TO ALL BENEFITS OF THIS AGREEMENT. PROVIDED THE EMPLOYEE IS UTILIZING ACCUMULATED SICK LEAVE TO TOP UP WORKERS' COMPENSATION PAYMENTS AND THE WORKERS' COMPENSATION CHEQUE IS BEING SENT TO THE EMPLOYER, THE EMPLOYER CONTINUES TO PAY ITS SHARE OF ALL EMPLOYEE BENEFIT PLANS.

II) THE EMPLOYER AGREES THAT AN EMPLOYEE WHO IS INJURED WHILE AT WORK, SHALL, UPON RETURN TO WORK, BE REINSTATED TO THE POSITION, SHIFT, AND RATE HELD AT THE TIME OF THE INJURY PROVIDED THE EMPLOYEE IS CAPABLE AND QUALIFIED TO PERFORM THE FORMER EMPLOYMENT. THE EMPLOYER WILL ATTEMPT TO APPLY THE MODIFIED DUTIES PLAN SUBJECT TO THE ABILITIES OF THE INJURED EMPLOYEE AND THE WORK AVAILABLE.

21.02 UNDER THE OCCUPATIONAL HEALTH AND SAFETY ACT, THERE IS TO BE AN OCCUPATIONAL HEALTH AND SAFETY COMMITTEE, TO EXAMINE ALL HEALTH AND SAFETY QUESTIONS, AND MAKE APPROPRIATE RECOMMENDATIONS IN THE INTEREST OF A SAFE AND HEALTHY WORK ENVIRONMENT.

ARTICLE 22 - CLOTHING & EQUIPMENT

22.01 (A) EMPLOYEES SHALL BE REQUIRED TO WEAR THE REGIONAL CLOTHING AND FOOTWEAR ISSUE, AND SHALL BE REQUIRED TO KEEP SAID CLOTHING AND FOOTWEAR IN GOOD REPAIR.

22.01 (B) GLOVES SHALL BE SUPPLIED FOR ALL EMPLOYEES WHEN CONDITIONS REQUIRE THE USE OF GLOVES.

RAINWEAR SHALL BE ISSUED ONCE AND BE MAINTAINED BY THE EMPLOYEE. IN THE EVENT THAT THE RAINWEAR IS WORN OUT OR BECOMES OTHERWISE NON-SERVICEABLE, THE EMPLOYEE SHALL EXCHANGE THE DEFECTIVE RAINWEAR FOR A NEW ONE.

22.02 (A) RUBBER BOOTS WHEN CONDITIONS REQUIRE THEIR USE, WILL BE SUPPLIED. GALOSHES WILL BE SUPPLIED. COVERALLS WILL BE SUPPLIED AND LAUNDERED AS REQUIRED. WORN OUT BOOTS AND GALOSHES MUST BE EXCHANGED FOR NEW ISSUES. THREE (3) SHIRTS, ANY COMBINATION OF WINTER OR SUMMER (OR TWO (2) T-SHIRTS AS SUBSTITUTION FOR ONE SHIRT) AND THREE (3) PAIR OF PANTS WILL BE SUPPLIED ONLY ONCE EACH YEAR AND MUST BE WORN DURING WORKING HOURS. ONE (1) JACKET WILL BE SUPPLIED EVERY THREE (3) YEARS AND ONE (1) PARKA EVERY TWO (2) YEARS.

FOOTNOTE: EMPLOYEES CAN HAVE THEIR CHOICE OF PRESENT TYPE OF JACKET, OR A LINED JACKET. CHOICE TO BE MADE AT THE APPROPRIATE TIME PRIOR TO THE NEXT JACKET ISSUE.

B) I) SHIRTS, PANTS AND JACKETS WILL BE ISSUED IN THE MONTH OF JANUARY OR AS SOON AS POSSIBLE BEFORE OR AFTER THIS MONTH. JANUARY 1985 WILL BE CONSIDERED AS THE DATE COMMENCING THE THREE YEAR PERIOD FOR JACKETS.

II) PARKAS WILL BE ISSUED IN THE MONTH OF OCTOBER OR AS SOON AS POSSIBLE BEFORE OR AFTER THIS MONTH. OCTOBER 1984 WILL BE CONSIDERED AS THE DATE COMMENCING THE TWO YEAR PERIOD FOR PARKAS.

NEW:

C) WEARING OF SHORT PANTS

I) SHORT PANTS MAY ONLY BE WORN BETWEEN VICTORIA DAY HOLIDAY WEEKEND AND THANKSGIVING DAY HOLIDAY WEEKEND.

II) THE SHORT PANTS WILL BE A REASONABLE LENGTH. AS A GUIDELINE, APPROXIMATELY TWO TO THREE INCHES ABOVE THE KNEE WOULD BE CONSIDERED REASONABLE.

III) ALL NECESSARY SAFETY REQUIREMENTS ARE TO BE MET AND IF FOR SAFETY REASONS, SHORT PANTS ARE DEEMED BY MANAGEMENT TO BE INAPPROPRIATE IN SPECIFIC AREAS OR SITUATIONS, THEY MUST NOT BE WORN.

22.03 (A) ALL EMPLOYEES, PERMANENT FULL TIME, TEMPORARY FULL TIME OR PART TIME, SHALL BE SUPPLIED WITH SAFETY SHOES APPROPRIATE TO THEIR OCCUPATION - (E.G. OXFORDS, ANKLE BOOTS, HI-CUT BOOTS, ASPHALT BOOTS, AND RUBBER BOOTS). THESE SHOES WILL BE ISSUED FOR YEAR-ROUND USE - TO BE REPLACED WHEN WORN OUT.

REVISED:

FOOTNOTE: PERMANENT FULL TIME EMPLOYEES CAN EITHER REMAIN WITH PRESENT SAFETY BOOTS AND SYSTEM, OR AGREE TO GET THEIR OWN SAFETY BOOTS IN THEIR CHOICE OF REGULAR OR LINED, AND THE REGION WILL ISSUE 2 PURCHASE CHITS ANNUALLY IN THE MAXIMUM AMOUNT OF \$80.00 FOR EACH PURCHASE CHIT, OR ONE PURCHASE CHIT IN THE MAXIMUM AMOUNT OF \$160.00, AND ANY COSTS ABOVE THESE AMOUNTS BECOMES THE RESPONSIBILITY OF THE EMPLOYEE. EMPLOYEES WOULD BE REQUIRED TO POSSESS SAFETY BOOTS IN AN ACCEPTABLE AND SAFE CONDITION.

RUBBER GALOSHES, BUCKLED, WITH LIGHT FELT TYPE LINING, WILL BE ISSUED FOR WINTER USE, TO BE WORN OVER THE WORK SHOES. WORN OUT SHOES AND GALOSHES MUST BE EXCHANGED FOR NEW ISSUES.

REVISED:

B) THE FOLLOWING EMPLOYEES WILL BE ISSUED SAFETY OXFORDS AS WELL AS SAFETY BOOTS, SUBJECT TO THE REQUIREMENT THAT WORN-OUT SHOES AND/OR BOOTS MUST BE EXCHANGED FOR NEW ISSUES:

PROCESS/SCADA OPERATORS.
SCALE OPERATOR AT THE CAMBRIDGE AND
WATERLOO LANDFILL SITES.

22.04 EMPLOYEES WHO ARE ISSUED CLOTHING AND/OR SAFETY BOOTS AND WHOSE EMPLOYMENT IS TERMINATED FOR ANY REASON PRIOR TO THE COMPLETION OF EIGHT (8) WEEKS OF CONTINUOUS SERVICE SHALL HAVE THE COST OF THE CLOTHING AND/OR SAFETY BOOTS DEDUCTED FROM THEIR PAY.

REVISED:

22.05 EACH MECHANIC SHALL BE PAID A TOOL ALLOWANCE OF \$250.00 PER ANNUM EFFECTIVE JANUARY 1, 1992. LANDFILL SERVICE PERSONS AND MAINTENANCE SPECIALISTS SHALL BE PAID SEVENTY PERCENT (70%) OF THE MECHANIC'S TOOL ALLOWANCE.

22.06 TEMPORARY FULL-TIME EMPLOYEES WILL BE ISSUED CLOTHING AS SPECIFIED IN THIS ARTICLE AT THE DISCRETION OF THE REGION FOLLOWING FOUR (4) MONTHS OF CONTINUOUS TEMPORARY FULL-TIME EMPLOYMENT, BUT ONLY TO THE EXTENT DEEMED NECESSARY BY THE REGION FOR THE EXPECTED REMAINING TOTAL OF SERVICE.

ARTICLE 23 - HEALTH & WELFARE BENEFITS

AS LISTED IN APPENDIX "C" TO THIS AGREEMENT

ARTICLE 24 - COPIES OF AGREEMENT

24.01 THE AGREEMENT WILL BE PRINTED IN BOOKLET FORM BY THE REGION USING ITS OWN EQUIPMENT. IF PRINTED BY ANOTHER SOURCE, THE COSTS WILL BE JOINTLY SHARED BY THE UNION AND THE REGION.

ARTICLE 25 - BULLETIN BOARDS

25.01 BULLETIN BOARDS SHALL BE PROVIDED IN LOCATIONS TO BE MUTUALLY AGREED UPON. THE UNION SHALL HAVE THE RIGHT TO POST GENERAL NOTICES OF UNION ACTIVITIES BUT SHALL NOT, HOWEVER, POST NOTICES OF A POLITICAL, CIVIC OR PERSONAL NATURE.

ARTICLE 26 - DEFINITIONS OF EMPLOYEES

PROBATIONARY EMPLOYEES

26.01 (A) A PROBATIONARY EMPLOYEE IS ONE WHO HAS NOT COMPLETED THREE (3) MONTHS OF CONTINUOUS FULL-TIME SERVICE OR SIXTY (60) ACTUAL DAYS WORKED WHICHEVER IS THE GREATER, BUT WHO WILL BE APPOINTED TO THE PERMANENT FULL-TIME STAFF UPON THE COMPLETION OF THREE (3) MONTHS OF CONTINUOUS FULL-TIME SERVICE OR SIXTY (60) ACTUAL DAYS WORKED WHICHEVER IS THE GREATER.

PERMANENT FULL-TIME EMPLOYEES

REVISED:

(B) PERMANENT FULL-TIME EMPLOYEES ARE THOSE WHO HAVE SATISFACTORILY COMPLETED THEIR PROBATIONARY PERIOD OF EMPLOYMENT OR WHO HAVE COMPLETED MORE THAN SIX (6) CONTINUOUS MONTHS OF SERVICE AS TEMPORARY FULL-TIME EMPLOYEES.

TEMPORARY FULL-TIME EMPLOYEES

(C) A TEMPORARY FULL-TIME EMPLOYEE IS ONE WHO HAS BEEN HIRED TO WORK THE REGULAR NUMBER OF HOURS IN THE HIRING DEPARTMENT FOR A SPECIFIED PERIOD OF TIME OF SIX (6) CONTINUOUS MONTHS OR LESS OR AS REPLACEMENTS FOR EMPLOYEES ABSENT DUE TO ILLNESS OR INJURY OR LEAVES OF ABSENCE UNDER THIS COLLECTIVE AGREEMENT.

ANY EMPLOYEE RETAINED FOR A PERIOD OF MORE THAN SIX (6) CONTINUOUS MONTHS SHALL AUTOMATICALLY BE POSTED TO THE PERMANENT STAFF AND SHALL COMMENCE ACQUIRING SENIORITY. TEMPORARY FULL-TIME EMPLOYEES TRANSFERRING TO PERMANENT FULL-TIME

POSITIONS WITHOUT A BREAK IN SERVICE, WILL HAVE ONE HALF (1/2) OF THEIR ACCUMULATED TEMPORARY SERVICE ACQUIRED SINCE THEIR LAST STARTING DATE DEDUCTED FROM THEIR PROBATION PERIOD. TEMPORARY FULL-TIME EMPLOYEES WILL NOT HAVE RECOURSE TO THE GRIEVANCE OR ARBITRATION PROCEDURES WHEN THEIR TEMPORARY FULL-TIME EMPLOYMENT IS TERMINATED FOR ANY REASON.

PART-TIME EMPLOYEES

(D) A PART-TIME EMPLOYEE IS ONE WHO HAS BEEN HIRED TO WORK LESS THAN THE REGULAR NUMBER OF HOURS.

26.02 TEMPORARY FULL-TIME EMPLOYEES AND PART-TIME EMPLOYEES SHALL NOT BE SUBJECT TO THE BENEFITS OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW.

ARTICLE 27 - RETIREMENT AGE

27.01 THE RETIREMENT AGE FOR EMPLOYEES SHALL BE THE LAST DAY OF THE MONTH IN WHICH SUCH EMPLOYEES ATTAIN THEIR SIXTY-FIFTH (65th) BIRTHDAY.

ARTICLE 28 - MISCELLANEOUS

28.01 APPENDICES A, B, C, D, E, AND F, SHALL FORM PART OF THIS AGREEMENT.

28.02 THE COST OF TRADESPERSONS' LICENCES AND PROPANE INSTALLATION/SERVICING LICENCES WILL BE REIMBURSED BY THE EMPLOYER UPON SUBMISSION OF THE REQUIRED PROOF OF PAYMENT BY THE TRADESPERSON.

28.03 IN THE EVENT THAT ANY OF THE TITLES USED IN THIS AGREEMENT TO IDENTIFY MANAGEMENT EMPLOYEES OF AUTHORITY ARE CHANGED BY REGIONAL COUNCIL, SUCH CHANGES WILL BE DEEMED TO BE AUTOMATICALLY ACCEPTED AS BEING APPLICABLE TO THIS COLLECTIVE AGREEMENT, ON RECEIPT BY THE UNION, OF NOTICE, IN WRITING, OF SAID CHANGES. SAID NOTICE MAY BE

PROVIDED BY REGISTERED MAIL, CERTIFIED MAIL, OR HAND DELIVERED MAIL.

28.04 TOOLS COVERAGE POLICY

THE EMPLOYER IS PREPARED TO COVER THE REPLACEMENT COST OF EMPLOYEE'S TOOLS WHICH HAVE BEEN LOST OR DAMAGED UNDER CIRCUMSTANCES SUCH AS FIRE, AND THEFT WHERE THERE IS EVIDENCE OF FORCED ENTRY AND POLICE HAVE INVESTIGATED. EMPLOYEES SHALL SUPPLY THE EMPLOYER, ANNUALLY OR MORE OFTEN AS REQUIRED, WITH A LIST OF THEIR TOOLS, AND SAID LIST SHALL BE SUBJECT TO AUDIT AT ANY TIME.

NEW:

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 TECHNOLOGICAL CHANGE SHALL BE DEFINED AS CHANGE AS A RESULT OF INTRODUCTION OF EQUIPMENT, MATERIALS OR PROCESSES DIFFERENT IN NATURE TO THAT PREVIOUSLY UTILIZED WHICH NEGATIVELY AFFECTS THE EMPLOYMENT STATUS OF ONE OR MORE EMPLOYEES.

29.02 WHEN THE REGION IS CONSIDERING THE INTRODUCTION OF TECHNOLOGICAL CHANGE THE REGION SHALL NOTIFY THE UNION AS FAR AS POSSIBLE IN ADVANCE OF ITS INTENTIONS AND PLANS. AT LEAST FORTY-FIVE (45) DAYS IN ADVANCE OF THE INTRODUCTION OF THE CHANGE THE REGION SHALL PROVIDE THE UNION WITH AN OUTLINE OF THE CHANGE.

29.03 THE NOTICE AND OUTLINE IN .02 SHALL BE GIVEN IN WRITING AND SHALL INCLUDE THE NATURE OF THE CHANGE, THE DATE OF THE PROPOSED CHANGE, AND THE APPROXIMATE NUMBER AND LOCATION OF THE EMPLOYEES LIKELY TO BE AFFECTED.

29.04 THE PARTIES SHALL MEET TO DISCUSS THE FOLLOWING OPTIONS, IN THE ORDER LISTED, FOR ANY EMPLOYEE WHOSE POSITION IS DECLARED REDUNDANT OR WHO IS AFFECTED BY DISPLACEMENT AS A RESULT OF TECHNOLOGICAL CHANGE:

A) PLACEMENT IN A VACANT POSITION OF EQUAL OR LESSER CLASSIFICATION FOR WHICH THE EMPLOYEE POSSESSES THE QUALIFICATIONS, ABILITY AND SKILLS;



B) BUMPING A LESS SENIOR EMPLOYEE IN A POSITION OF AN EQUAL OR LOWER PAID CLASSIFICATION;

C) TRAINING, AT THE REGION'S EXPENSE, FOR A PERIOD OF TIME NOT TO EXCEED FOUR (4) WEEKS, TO PROVIDE THE EMPLOYEE WITH THE SKILLS REQUIRED BY THE NEW METHOD OF OPERATION OR TO FILL AN EXISTING VACANCY OF EQUAL OR LESSER CLASSIFICATION.

29.05 NO EMPLOYEE SHALL BE HIRED INTO THE BARGAINING UNIT BY THE REGION UNTIL ALL QUALIFIED EMPLOYEES AFFECTED BY THE TECHNOLOGICAL CHANGE HAVE BEEN CONSIDERED FOR THE VACANCY.

ARTICLE 30 - TERM OF AGREEMENT

REVISED:

30.01 THIS AGREEMENT SHALL BECOME EFFECTIVE AS OF THE FIRST DAY OF JANUARY 1992, AND SHALL REMAIN IN FORCE UNTIL THE THIRTY-FIRST DAY OF DECEMBER 1993, AND THEREAFTER IT SHALL BE AUTOMATICALLY RENEWED FROM YEAR TO YEAR UNLESS IN ANY YEAR EITHER PARTY GIVES NOTICE IN WRITING TO THE OTHER PARTY OF ITS DESIRE TO TERMINATE, REVISE OR AMEND THIS AGREEMENT; SUCH NOTICE TO BE GIVEN WITHIN THE PERIOD OF NINETY (90) CALENDAR DAYS BEFORE THE EXPIRY DATE ~~OF~~ THIS AGREEMENT.

C.U.P.E. LOCAL 1656

1992 & 1993 WAGE SCHEDULES

	January 1, 1992				January 1, 1993				July 1, 1993			
	Start	6 mos	1 yr	2 yr	Start	6 mos	1 yr	2 yr	Start	6 mos	1 yr	2 yr
OPERATOR	13.58				13.78				13.92			
OPERATOR, ROADS DIVISION	13.58		13.91	14.59	13.78		14.12	14.81	13.92		14.26	14.96
LIGHT EQUIPMENT OPERATOR Trucks under 23,000 G.V.W. - Tractor - Steel Roller - Rubber-tired roller - Loader up to 1.5 yards - Chipper - Yard Utility Person • NOTE: In 1993, all LEO's become MEO's	13.91		14.59	14.81					14.96			
MEDIUM EQUIPMENT OPERATOR - Trucks 23,000 G.V.W. to 34,999 G.V.W. - Sandblaster - Spotter - Traffic Repairer I (for 12 months) - Asphalt Spreader - Tar Kettle Driver (while tawing) - Tar Kettle Operator - Stockkeeper - Scaleperson - Wing Operator - Weed Sprayer - Welder	14.59			14.81					14.96			
HEAVY EQUIPMENT OPERATOR I - Trucks over 35,000 G.V.W. - Traffic Repairer II (after 12 months as Traffic Repairer I) - Groundskeeper - Shoulder Grader - Sweeper - Landfill Service Person - Recycling Truck - Signmaker II	15.21			15.44					15.59			
HEAVY EQUIPMENT OPERATOR II - Signmaker I - Grader - Backhoe - Tracked Back Hoe - Loader over 1.5 yards - Truck and Float (landfill) - Doon Village Operator Effective Jan 1/93: - Tar Kettle Driver (while tawing)	15.51			15.74					15.90			

	January 1, 1992				January 1, 1993				July 1, 1993			
	Start	6 mos	1 yr	2 yr	Start	6 mos	1 yr	2 yr	Start	6 mos	1 yr	2 yr
HEAVY EQUIPMENT OPERATOR III - Grader - Scraper - Dozer - Compactor - Paint Stripper	15.84				16.08				16.24			
PROCESS/SCADA OPERATOR - Uncertified - Level II (Full Water Distribution & Water Treatment Certification) - Level III (Full Water Distribution Certification) - Level IV (Full Water Distribution Certification)	13.90 17.46 17.99 18.50	14.52	15.28	16.18	14.11 17.74 18.26 18.78	14.74	15.51	16.42	14.25 17.92 18.44 18.97	14.89	15.67	16.58
MAINTENANCE OPERATOR - Uncertified - Level II (Full Water Distribution Certification) - Level III (Full Water Distribution Certification) - Level IV (Full Water Distribution Certification)	13.90 17.46 17.99 18.50	14.52	15.28	16.18	14.11 17.74 18.26 18.78	14.74	15.51	16.42	14.25 17.92 18.44 18.97	14.89	15.67	16.58
TRAFFIC SIGNAL REPAIRER II	15.51		15.84		15.74		16.08		15.90		16.24	
TECHNICIANS - Technician, Instrument - Technician, Water Quality - Technician, Traffic Signal - Sr Technician, Instrument	16.88 17.48 18.30 18.30				17.13 17.74 18.57 18.57				17.30 17.92 18.76 18.76			
MECHANICS - Mechanic (Light) - Mechanic (Heavy)	17.48 18.30				17.74 18.57				17.92 18.76			
MAINTENANCE - General Maintenance - Maintenance - Maintenance Specialist	16.23 18.20 18.50				16.47 18.47 18.57				16.63 18.66 18.76			

- Rates associated with certification levels will be paid upon verification of the certification level, and will be effective the date the exam was written.

APPENDIX "A" CONT'D

THE FOLLOWING OUTLINES THE PROCEDURE TO BE USED IN ESTABLISHING THE DIFFERENTIAL PAY FOR MECHANICS (HEAVY) INVOLVED IN HEAVY EQUIPMENT MAINTENANCE.

1. ALL MECHANICS ELIGIBLE MUST BE LICENSED CLASS "A" MECHANICS.

2. THE DEFINITION OF "HEAVY EQUIPMENT" SHALL BE AT THE SOLE DISCRETION OF THE FLEET MAINTENANCE SUPERINTENDENT.

3. MECHANICS SHALL QUALIFY FOR THE DIFFERENTIAL ONLY WHILE EMPLOYED AS MECHANICS PERFORMING HEAVY EQUIPMENT MAINTENANCE.

SPECIAL NOTES

1. A LANDFILL SERVICEPERSON, A MECHANIC, AND A MECHANIC'S HELPER, OR ANY OTHER ASSIGNED EMPLOYEE WHO MIGHT BE ASSISTING THE MECHANIC, WILL, WHILE WORKING ON LANDFILL EQUIPMENT, RECEIVE FIFTY (50) CENTS PER HOUR WHILE SO WORKING. WASHING TIME SHALL BE EXCLUDED.

2. OPERATORS, SPOTTER (IN THE TIPPING AREA), AND HEAVY EQUIPMENT OPERATORS WORKING AT THE LANDFILL SITE(S) WILL BE PAID AN ADDITIONAL FORTY (40) CENTS PER HOUR, CALCULATED ON A DAILY BASIS, THE INTENT OF THIS CLAUSE IS TO PROVIDE A PREMIUM TO EMPLOYEES WHO HAVE DIRECT CONTACT WITH REFUSE MATERIAL.

FLAGGING

1. EMPLOYEES WHEN FLAGGING, SHALL RECEIVE AN EXTRA FIFTY (50) CENTS PER HOUR.

TEMPORARY LEAD HANDS

REVISED:

1. WHEN AN EMPLOYEE IS ASSIGNED TO BE A TEMPORARY LEAD HAND, THE EMPLOYEE SHALL BE PAID HIS OWN RATE OF PAY PLUS SEVENTY-FIVE (75) CENTS PER HOUR EFFECTIVE FIRST OF THE MONTH FOLLOWING MUTUAL RATIFICATION, OR THE HOURLY RATE OF THE HIGHEST CLASSIFICATION ACTUALLY SUPERVISED IN THAT WORK GROUP, WHICHEVER IS THE GREATER, WHILE PERFORMING THE ASSIGNED DUTIES.

WHEN THE EMPLOYEE SUPERVISED NUMBER EIGHT OR MORE, THE EMPLOYEE SHALL BE PAID HIS OWN RATE OF PAY PLUS \$1.00 PER HOUR EFFECTIVE FIRST OF THE MONTH FOLLOWING MUTUAL RATIFICATION, OR THE HOURLY RATE OF THE HIGHEST CLASSIFICATION ACTUALLY SUPERVISED IN THAT WORK GROUP, WHICHEVER IS THE GREATER, WHILE PERFORMING THE ASSIGNED DUTIES.

2. JOB CREATION PROGRAMS: EMPLOYMENT DEVELOPMENT PROGRAMS, ETC., OPERATOR RATE - 15% LESS THAN THE OPERATOR RATE IN THIS APPENDIX.

LEAD HAND RATE - 15% LESS THAN THE LEAD HAND RATE IN THIS APPENDIX.

TRADES RATE - 15% LESS THAN THE LIGHT EQUIPMENT OPERATOR RATE IN THIS APPENDIX.

3. TEMPORARY FULL-TIME EMPLOYEES, PROBATIONARY EMPLOYEES AND PART-TIME EMPLOYEES WILL RECEIVE SEVEN AND ONE HALF (7 1/2%) PERCENT LESS THAN THE REGULAR PERMANENT RATE OF THE CLASSIFICATION THEY ARE EMPLOYED IN, UNTIL THE COMPLETION OF THREE (3) MONTHS CONTINUOUS SERVICE, OR SIXTY (60) ACTUAL DAYS WORKED, WHICHEVER IS THE GREATER, WHEN THEY WILL COMMENCE RECEIVING THE REGULAR PERMANENT RATE

THE SEVEN AND ONE HALF (7 1/2%) PERCENT RATE REDUCTION WILL NOT APPLY TO THE SCADA/PROCESS OPERATOR RATES AS SHOWN IN APPENDIX "A".

APPENDIX "B"

STEWARDS AND THE DIVISION WITHIN WHICH THEY ARE
RECOGNIZED:

NUMBER OF STEWARDS	DIVISION
1	WATERLOO LANDFILL SITE
1	CAMBRIDGE LANDFILL SITE
1	ROADS • CENTRAL AREA
1	WATER DIVISION
1	TRAFFIC
1	NORTH DUMFRIES
1	PHILIPSBURG
1	HEIDELBERG
1	MECHANICAL
1	FACILITIES MTCE. DIVISION
1	WATERLOO LANDFILL - SCALES
1	WATER • PROCESS/SCADA OPERATORS
<hr/>	
12	

NOTE: THE NUMBER OF STEWARDS AND THE
DIVISION WITHIN WHICH THEY ARE RECOGNIZED MAY BE
CHANGED AT ANY TIME BY MUTUAL CONSENT OF THE
PARTIES IN WRITING.

APPENDIX "C"

EMPLOYEE BENEFIT PROGRAM

THE REGION WILL PAY ONE HUNDRED PERCENT (100%) TOWARDS THE COST OF THE FOLLOWING BENEFITS WHICH MUST BE READ SUBJECT TO THE CONDITIONS OF THE CARRIERS.

1. ONTARIO HEALTH INSURANCE PLAN (OHIP)
2. GROUP LIFE INSURANCE PLAN - EQUIVALENT TO TWO (2) TIMES ANNUAL EARNINGS TO NEAREST ONE THOUSAND DOLLARS (\$1,000.00) THAT IS HIGHER.
3. EXTENDED HEALTH CARE PLAN - DEDUCTIBLES OF TEN DOLLARS (\$10.00) SINGLE AND TWENTY DOLLARS (\$20.00) FAMILY. 100% PAID AFTER DEDUCTIBLE SATISFIED. MAIN COVERAGES ARE:

DRUGS
AMBULANCE
PRIVATE DUTY NURSING
ARTIFICIAL EYES, LIMBS -
TRUSSES, BRACES, CRUTCHES ETC.
RENTAL OF IRON LUNG - HOSPITAL
BED, WHEELCHAIR
OSTEOPATHS - PSYCHOLOGISTS -
CHIROPRACTORS
SEMI-PRIVATE ROOM IN HOSPITAL
BLOOD PLASMA - OXYGEN
VISION CARE (EYEGLASSES) -
MAXIMUM \$200.00 ONCE IN EVERY
TWO CONSECUTIVE CALENDAR YEARS;
EFFECTIVE JANUARY 1, 1993 -
MAXIMUM \$220.00 ONCE IN
EVERY TWO CONSECUTIVE
CALENDAR YEARS.
HEARING AIDS, PRESCRIBED BY AN
OTOLARYNGOLOGIST, TO A MAXIMUM
OF \$750.00 ONCE IN EVERY THREE

CONSECUTIVE CALENDAR YEARS.
WIGS - CHEMOTHERAPY \$500.00
LIFETIME — ALOPECIA \$300.00 PER
CALENDAR YEAR.
FIBREGLASS CASTS.
BENEFIT COVERAGE CONTINUED FOR
SPOUSE OF DECEASED EMPLOYEE
FOR TWELVE (12) MONTHS.

FOOTNOTE: THE UNEMPLOYMENT INSURANCE COMMISSION ALLOWS THE EMPLOYER A CREDIT AGAINST PREMIUMS BECAUSE OF THE REGION'S SICK LEAVE PLAN, AND IT HAS BEEN AGREED THAT THIS CREDIT AS IT APPLIED TO EMPLOYEES IN THIS UNION, IS TO BE USED TO DELETE THE DEDUCTIBLES OF \$10.00 AND \$20.00 FOR THE EXTENDED HEALTH CARE PLAN, WHILE THE CREDIT CONTINUES TO BE RECEIVED.

REVISED:

4. LONG TERM DISABILITY PLAN THAT PAYS SEVENTY (70%) PERCENT OF YOUR GROSS MONTHLY SALARY IF YOU ARE INCAPABLE OF PERFORMING YOUR NORMAL WORK BECAUSE ~~OF~~ ILLNESS ETC. AFTER A SEVENTEEN (17) WEEK (ONE HUNDRED AND NINETEEN (119) CALENDAR DAYS) WAITING PERIOD OR WHEN YOUR SICK LEAVE CREDITS ARE EXHAUSTED WHICHEVER IS THE GREATER.

5. THE REGION WILL CONTINUE TO PROVIDE A BASIC PREVENTATIVE DENTAL PLAN AT THE CURRENT O.D.A. SCHEDULE THROUGH A CARRIER OF THE REGION'S CHOICE, WHICH IS AT LEAST EQUIVALENT TO THE PLAN NOW IN EFFECT. THE REGION SHALL ALSO PROVIDE A RIDER TO THE PLAN TO PROVIDE FOR ORTHODONTIC SERVICES TO A LIFETIME MAXIMUM OF \$1,500.00 PER PERSON WITH FIFTY (50%) PERCENT OF THE COST OF THE TREATMENT PAID **BY** THE EMPLOYEE AND THE REMAINDER PROVIDED BY THE PLAN.

EFFECTIVE JANUARY 1, 1991, THE REGION SHALL PROVIDE A MAJOR RESTORATIVE RIDER TO PROVIDE FOR MAJOR RECONSTRUCTION OF TEETH THAT HAVE DETERIORATED AND THE REPLACEMENT OF TEETH WITH CROWNS, BRIDGES, OR DENTURES ON THE BASIS THAT THE INSURER AND THE EMPLOYEE WILL EACH PAY ONE HALF (1/2) THE TOTAL COST OF THE TREATMENT(S), BUT IN ANY EVENT, THE INSURER'S SHARE NOT EXCEED \$3,000.00 IN ANY ONE YEAR.

6. THE REGION MAY CHANGE CARRIERS FROM TIME TO TIME PROVIDED THAT BENEFITS WILL AT LEAST BE EQUIVALENT TO THOSE NOW IN EFFECT. THIS DOES NOT APPLY TO O.H.I.P. OR TO ANY OTHER PLAN MANDATED BY LAW.

7. THE EMPLOYER'S RESPONSIBILITY SHALL BE LIMITED SOLELY TO THE PROPER PAYMENT OF THE PREMIUMS.

SICK LEAVE PLAN

PERMANENT FULL-TIME EMPLOYEES SHALL BE ENTITLED TO PAID SICK LEAVE AS PROVIDED BY THE REGION'S BY-LAW #46-73.

BY-LAW #46-73 PROVIDES FOR ACCUMULATION OF SICK LEAVE CREDITS AT THE RATE OF ONE AND ONE HALF (1 1/2) DAYS PER MONTH OF COMPLETED SERVICE.

SERVICE FOR THIS PURPOSE DOES NOT INCLUDE UNPAID LEAVE OF ABSENCE EXCEEDING THIRTY (30) CALENDAR DAYS. THE BY-LAW DOES NOT APPLY TO MATERNITY LEAVES. ON TERMINATION DUE TO DEATH OR NORMAL RETIREMENT OR ON TERMINATION FOR ANY OTHER CAUSE AFTER FIVE (5) YEARS SERVICE, ONE HALF (1/2) THE EMPLOYEES UNPAID CREDITS ARE PAID FOR TO A MAXIMUM OF ONE HALF (1/2) A YEAR'S PAY.

SERVICE FOR ALL PURPOSES IN THE BY-LAW SHALL COMMENCE FROM THE DATE OF LAST HIRE AS A FULL-TIME EMPLOYEE.

SERVICE TO WHICH SECTION 27(4) OF THE REGIONAL MUNICIPALITY OF WATERLOO ACT APPLIES IS RECOGNIZED AND WHERE AN EMPLOYEE WITH SUCH SERVICE WAS IN A PLAN WHICH PROVIDES FOR GREATER VESTING OF CREDITS, VESTED CREDITS ARE NOT DIVESTED.

MEDICAL CERTIFICATES ARE REQUIRED TO AUTHENTICATE ABSENCES IN CERTAIN CIRCUMSTANCES AND MAY BE REQUIRED IN OTHERS AS SPECIFIED IN THE BY-LAW.

IN THE EVENT A SUPERVISOR BELIEVES THAT SICK LEAVE IS BEING IMPROPERLY USED BY AN EMPLOYEE, THE SUPERVISOR MAY REQUEST THAT THE EMPLOYEE PROVIDE THE REGION WITH MEDICAL CERTIFICATE(S) TO VALIDATE THE ABSENCE(S).

NEW:

PERMANENT FULL-TIME EMPLOYEES ARE ENTITLED TO UTILIZE UP TO FIVE (5) DAYS OF ACCUMULATED SICK LEAVE IN A CALENDAR YEAR, TO ATTEND TO FAMILY ILLNESS.

EMPLOYEE'S PENSION PLAN

ALL PERMANENT FULL-TIME EMPLOYEES MUST PARTICIPATE IN THE ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEM PLAN (OMERS), AND IN ADDITION THE EMPLOYER WILL PROVIDE AT THE EMPLOYER'S EXPENSE, A 2% TYPE II SUPPLEMENTARY PLAN BASED ON THE FIVE YEAR PERIOD ENDING DECEMBER 31ST, 1975, INTEGRATED WITH THE CANADA PENSION PLAN AND ANY PENSION PROVIDED FOR SERVICE WITH PREDECESSOR EMPLOYERS OF THE REGION. TEMPORARY FULL TIME AND PART-TIME EMPLOYEES ARE NOT ELIGIBLE FOR PARTICIPATION IN OMERS. CONTRIBUTIONS TO THE OMERS PLAN ARE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE PLAN AS AMENDED FROM TIME TO TIME.

LOSS OF EMPLOYER CONTRIBUTION TOWARDS BENEFIT PLANS

THE REGION WILL NOT PARTICIPATE EITHER IN FULL OR IN PART TOWARD THE PREMIUM COST FOR ANY PART OF THE EMPLOYEE BENEFIT PROGRAM WHEN AN EMPLOYEE IS OFF UNPAID FOR ANY REASON EXCEPT FOR PARENTING LEAVE, IN EXCESS OF THIRTY (30) CALENDAR DAYS OR WHEN AN EMPLOYEE IS RECEIVING LONG TERM DISABILITY BENEFITS. IF THE REGION DOES ALLOW AN EMPLOYEE TO CONTINUE BENEFITS BEYOND THE THIRTY (30) CALENDAR DAY PERIOD, THEN ARRANGEMENTS SUITABLE TO THE REGION MUST BE MADE WITH THE HUMAN RESOURCES DEPARTMENT BEFORE EXPIRATION OF THE THIRTY (30) DAY PERIOD AND SUCH ARRANGEMENTS WILL BE AUTOMATICALLY TERMINATED AND COVERAGE LOST IF THE EMPLOYER IS NOT REIMBURSED AS PER THE ARRANGEMENTS AGREED TO. IT IS UNDERSTOOD THAT THIS PROVISION ALSO APPLIES TO EMPLOYEES WHO ARE SUSPENDED IN EXCESS OF THIRTY (30) CALENDAR DAYS. MATERNITY LEAVE, IN ACCORDANCE WITH CLAUSE 17.05 OF THIS AGREEMENT, IS NOT GOVERNED BY THIS REGULATION.

APPENDIX "D"

LOCATION OF EMPLOYEE'S RESIDENCE

EMPLOYEES WILL NOT BE RESTRICTED TO LIVE IN ANY PARTICULAR AREA PROVIDED THAT THEY CAN TRAVEL TO THEIR PLACE OF WORK IN A REASONABLE LENGTH OF TIME AND PROVIDED THAT THE DISTANCE OR AREA CANNOT BE USED AS A REASON OR EXCUSE FOR NOT REPORTING TO WORK AS REQUIRED.

MEETINGS FOR NEGOTIATING/ARBITRATION PROCESS

EMPLOYEES WILL NOT HAVE TO REPORT FOR REGULAR DUTIES PRIOR TO ANY AUTHORIZED NEGOTIATION, CONCILIATION OR ARBITRATION MEETING THAT OCCURS THREE (3) HOURS OR LESS FOLLOWING THE NORMALLY SCHEDULED STARTING TIME OF THEIR SHIFT. AN EMPLOYEE WOULD BE REQUIRED TO REPORT FOR WORK IN AN EMERGENCY. HOWEVER.

TEMPORARY FULL-TIME EMPLOYEES TRANSFERRING TO FULLTIME WITHOUT A BREAK IN SERVICE

IT IS AGREED THAT THE FOLLOWING METHOD WILL BE USED TO DETERMINE ONE HALF OF A TEMPORARY FULL TIME EMPLOYEE'S ACCUMULATED TIME FOR PURPOSES OF THE DEFINITIONS OF EMPLOYEES ARTICLE.

THE ACTUAL DAYS FULLY WORKED WILL BE TOTALLED AND TAKEN TO THE NEXT EVEN AMOUNT IF AN UNEVEN TOTAL, THEN DIVIDED BY TWO THIS TOTAL WILL THEN BE DEDUCTED FROM SIXTY (60) AND THE REMAINING DAYS WILL BE THE AMOUNT OF ACTUAL DAYS TO BE WORKED BY TRANSFERRING EMPLOYEES TO COMPLETE THEIR PROBATIONARY PERIOD AND SUCH PERIOD WILL BE MADE KNOWN TO THE EMPLOYEE AND TO THE UNION IF SO REQUESTED FROM THE COMMISSIONER OF HUMAN RESOURCES.

4. Duties of Temporary Lead Hands

Where more than one employee(s) are working or functioning together as a unit, and where deemed necessary by the Supervisor/Manager or Superintendent, one of the employees may be appointed as a temporary Lead Hand.

An employee appointed as Lead Hand shall carry out and be responsible for the following duties, which are not necessarily all inclusive:

i) Direct the carrying out of the work to be performed, with particular emphasis on quality of work and conduct of the crew.

ii) Ensure that the work is carried out in a safe and expeditious manner.

iii) Advise and monitor the crew to ensure work is carried out in accordance with safety regulations, and wear and/or make use of required safety equipment at appropriate times.

iv) If required, ensure time cards and any reports or necessary documents are completed and forwarded to the appropriate person.

v) Lead Hands may not discipline. However, just as soon as possible they must report to the Supervisor/Manager or Superintendent, any instance of conduct or behaviour by subordinates or external users of Regional facilities, where such conduct or behaviour contravenes established rules and regulations or is working or acting in a manner that is unsafe or contrary to good order and discipline.

vi) That this section of the composite Letter of Understanding will remain in effect unless and until it is cancelled during contract negotiations for renewal of a Collective Agreement.

vii) If modifications are required by either party, a union/management meeting shall be the vehicle used for discussions.

5. Regular Lead Hands

That a classification of Regular Lead Hand will be recognized in the following areas:

- Water Division - Kitchener (Greenbrook) Station
- Water Division - Cambridge (Middleton) Station
- Water Division - St. Jacobs (Rural) Station
- Landfill Division - Waterloo Site
- Doon Pioneer Village

The rate differential for a Regular Lead Hand shall be the same as the rate differential for a Temporary Lead Hand as shown in the Collective Agreement.

The following will apply to the Regular Lead Hand classification:

i) A Regular Lead Hand will receive the rate differential for all regular hours worked and such rate differential shall be included and computed for overtime, vacation pay, sick leave, statutory holidays and OMERS.

ii) When an incumbent employee in the areas listed above terminates or for any reason one of the Regular Lead Hand positions become vacant, if the position is to be filled, it shall be posted under the provisions contained in the Collective Agreement.

It is also understood and agreed that nothing in this Letter of Understanding changes the Region's rights for the appointment of Temporary Lead Hands.

6. Job Creation. Employment Development Etc. Programs

Should the Region at any time participate in any of the Job Creation, Employment Development etc., types of programs, the following is agreed to:

i) That no permanent full-time employees would lose their job or be laid off as a result of these programs.

Dated at Waterloo this 7th day of May, 1992.

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1656

ON BEHALF OF THE
REGIONAL MUNICIPALITY
OF WATERLOO

Brian Orth

Cheryl Lowe

Mark Goodwin

Brian Schieckoff

Timothy A. Conyard

Gord McMurran

LETTER OF UNDERSTANDING

Between

THE REGIONAL MUNICIPALITY OF WATERLOO

and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1656

This Letter of Understanding constitutes acceptance of the following regarding areas to be recognized for purposes of determining vacation scheduling as outlined in Clauses 16.05 and 16.06 of the 1987/88 Collective Agreement.

i) Clause 16.05 - the following areas will be recognized:

- a) Stockkeeper
- b) Mechanics (Light)
- c) Mechanics (Heavy)
- d) Doon Pioneer Village
- e) Property Management
- f) Cambridge Landfill Site
- g) Waterloo Landfill Site
- h) Elmira Water (Rural)
- i) Kitchener Water
- j) Kitchener Water (Inside)
- k) Cambridge Water
- l) Roads
- m) Traffic.

ii) Clause 16.06 - the word "service" to be read as "seniority", and "department" to be read as in i) above.

iii) Changes to commence being effective for vacations earned in the June 1, 1987 to May 31, 1988 eligibility period, but without any retroactive adjustments prior to the signing date of this letter of understanding.

iv) This letter of understanding can be cancelled at anytime by either party giving at least sixty (60) calendar days notice in writing.

v) Subject always to an overall maximum of four (4) employees at Kitchener-Waterloo (Greenbrook) being absent due to vacations at one time, the designated "outside group" may utilize up to three (3) vacation slots, and the "inside group" may utilize up to two (2) vacation slots at any one time. Example - if the outside group doesn't utilize all of their positions at one time, the inside group **may** utilize their maximum of two (2) persons on vacation at the same time. **All** vacations, however, being approved subject to the needs of the water division.

Dated at Waterloo, Ontario, this 3rd day of January, 1987.

ON BEHALF OF THE
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1656

Brian Orth

Mark Goodwin

Donna Cook

Timothy A. Conyard

Gord McMurran

ON BEHALF OF THE
REGIONAL MUNICIPALITY
OF WATERLOO

Garth A. Brillinger

LETTER OF UNDERSTANDING

Between

THE REGIONAL MUNICIPALITY OF WATERLOO

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

WHEREAS the Council of the Regional Municipality of Waterloo has approved a policy for the provision of modified duties for personnel who are prevented from performing their regular duties because of injury or illness,

AND WHEREAS part of the policy requires that each bargaining unit enter into a Letter of Agreement for a trial period of one (1) year before the policy is applicable to that bargaining unit,

THEREFORE, the parties hereto agree that beginning the first of the month following the mutual signing of this Letter of Understanding, the Modified Duties Program, attached hereto as Schedule "1", shall be instituted and remain in effect on a trial basis for a period of one (1) year.

Dated this 14th day of February 1989, at Waterloo, Ontario.

FOR THE REGIONAL
MUNICIPALITY OF
WATERLOO

FOR THE CANADIAN UNION
PUBLIC EMPLOYEES
LOCAL 1656

Garth A. Brillinger

Brian Orth

Mark Goodwin

Donna Cook

Timothy A. Conyard

Gord McMurran

MEMORANDUM OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

THE PARTIES to this Collective Agreement agree that the Prepaid Leave Policy established by the Council of the Regional Municipality of Waterloo (attached) shall apply to members of CUPE Local 1656, subject to such modifications and/or amendments as detailed herein, which are required to obtain conformity with the requirements of Revenue Canada (Taxation) regulations, in particular Part LXVIII as amended.

The Policy modifications are deemed to be as follows:

1. The arrangement is not established to provide benefits to the employee on or after retirement, but is established for the main purpose of permitting the employee to fund, through salary or wage deferrals, a leave of absence from employment of not less than 6 consecutive months that is to commence immediately after a period ("the deferral period") not exceeding 6 years after the date on which the deferrals for the leave of absence commence.
2. The amount in respect of interest or other additional amounts that may reasonably be considered to have accrued to or *for* the benefit of the employee to the end of the taxation years shall be paid in the year to the employee.
3. The arrangement requires that all amounts held for the employee's benefit under the arrangement shall be paid to the employee out of or under the arrangement no later than the end of the first taxation year that commences after the deferral period.
4. Throughout the period of the leave of absence, the employee does not receive any salary or wages from the employer, or any other person or partnership with whom the employer does

not deal "at arm's length", other than the amounts of salary that was deferred or reasonable fringe benefits paid by the employer.

5. Throughout the period of the leave, the employee is not to be employed elsewhere.

6. An employee is to return to regular employment with the employer after the leave of absence for a period that is not less than the period of the leave of absence.

In addition, the following shall also apply:

1. The Policy shall come into effect as of January 1, 1991, for members of the Local.

2. All carriers of employee benefits plans shall be notified of the agreement to enter into use of the plan, and:

a) shall be notified by the employer at least three (3) months in advance when an employee is to start the actual leave permitted by the plan.

b) shall maintain the level of benefits during the entire period of the leave in accordance with the full salary paid immediately before the commencement of the leave.

2. Any employee undertaking said leave shall be informed prior to approval being granted, that for the purposes of Ontario Municipal Employees Retirement System pension contributions deductions and establishment of "accredited services" the employee shall be required to contribute based on the total of contributory earnings in any pay period and that during the time of absence, the employee is deemed to be on an authorized leave of absence which the member could purchase as "broken service" in accordance with Section 9(8).

3. In the event the employee becomes disabled while on leave, the employee shall not be eligible for Long Term Disability benefits prior to exhausting accumulated sick leave or 119 days of total disability has elapsed, whichever is the greater.

2.2 Eighty (80%) percent of an employee's normal salary/wage will be paid to the employee during the salary deferral period chosen, and the Region will withhold twenty (20%) percent.

FOOTNOTE: "Normal: salary/wages as used in 2.1 and 2.2 refers to an employee's normal and usual bi-weekly pay, and excludes all forms of premium pay.

3. Funding Deposits and Interest

i) Deferred funds will be deposited into an interest bearing account in the bank normally used by the Region, and the Region will maintain a record of funds and interest for each individual employee approved for prepaid leave.

ii) The total amount of accumulated salary/wage deferral funds will be paid to the employee in thirteen (13) or twenty-six (26) bi-weekly payments as appropriate for the approved period of the leave. In keeping with federal regulations the amount in respect of interest that may reasonably be considered to have accrued to or for employees to the end of the taxation year, shall be paid in the taxation year to employees.

iii) Federal regulations also require that all amounts held for employees, must be paid to employees "no later than the end of the first taxation year that commences after the deferral period."

The Region's requirement of a maximum one (1) year leave period, will keep us in compliance with this Regulation.

iv) Any cost of living increase, anniversary increase or any other type of permanent increase given to the employee during the deferral period, will be included for computation of the 20% amount to be deferred. Conversely, any decrease in salary/wages (eg. employee is successful in applying to a lower paying position), or any loss of salary/wages (eg. employee off on unpaid sick leave), occurring during the deferral period, would result in an amount perhaps less than originally expected being paid to the employee during the leave period.

4. Application and Approval

- i) Employees must complete and sign a special personnel application form PF36, and give to their department head at least six (6) full months prior to the start date of the salary deferral.
- ii) If department head approving, form PF36 will then go to the Commissioner of Human Resources, Chief Administrative Officer and Finance/Administration Committee in that order, for their approval.
- iii) Form PF36 will be returned to the employee after suitable approvals have been obtained. If not being approved, the employee will be given the reason in writing by the individual at the level responsible for not approving.
- iv) At least ten (10) years must elapse before an employee can be approved for any subsequent prepaid leave.

5. Commencement of Leave

Prepaid leaves must commence immediately upon the cessation of either the two (2) year or four (4) year salary/wage deferral period.

6. Health/Welfare Benefits

The following benefits may be maintained by the employee during the leave period, with the employee paying 100% of the premiums. Employees must indicate on form PF36 when applying for the leave, if they wish benefits to be continued, and payment arrangements (see FOOTNOTE) suitable to the Human Resources Department must be made prior to the commencement of the leave, or else all benefits will be immediately cancelled and the employee would have to make application for benefits in the usual manner and subject to our carrier's regulations, immediately upon returning to duties following cessation of the leave period.

- Major Medical
 - Dental Plan
 - * - Life Insurance & AD&D
 - * - Long Term disability (LTD) (however, should an employee become disable during the leave, the LTD benefit will not commence to be calculated and in the normal manner, until the employee's scheduled return to work date)
 - OHIP
- * These benefits would be based on the employee's full salary prior to the leave commencing, and not the lesser salary.

FOOTNOTE: Arrangements for on-going payment of premiums by the employee must be made and maintained as per the arrangements agreed to with the Human Resources Department, or else all benefits being paid for will be immediately lost and reinstatement will be according to our carrier's regulations upon the employee's return to regular duties.

7. Withdrawal From the Plan

7.1 Prior to Leave Commencing

i) Once salary deferral has commenced, employees can only withdraw from the plan under exceptional circumstances such as severe financial hardship etc.

ii) To withdraw from the plan, the employee must make a request in writing to their department head, giving reasons etc., at least four **(4)** months prior to the scheduled start date of the leave. The department head will send the request to the Commissioner of Human Resources with any suitable comments attached. Requests to withdraw with less than four **(4)** months written notice, will not be considered and the employee must take the leave as approved.

iii) Regardless of the length of time that salary deferrals have been made, the employee withdrawing from the plan will receive payment of accrued funds plus that year's interest, in a lump sum.

iv) If an employee is laid off during the salary deferral period, the employee will be required to immediately withdraw from the plan and accrued salary plus that year's interest will be paid in a lump sum to the employee.

v) Should death occur to the employee during the salary deferral period, all accrued funds plus that year's interest will be paid to the estate of the employee in a lump sum.

7.2 After Leave Has Commenced

i) Once the prepaid leave period off work has commenced, it cannot be cancelled by the employee, and must run through to its logical conclusion.

ii) Should the employee terminate employment, retire etc. during the leave, normal termination/retirement procedures will be followed, and any accrued funds remaining will be given to the employee in a lump sum.

iii) Should death occur to the employee during the period on leave, any accrued funds remaining will be paid to the estate of the employee in a lump sum.

iv) Federal regulations require that, throughout the period of prepaid leaves of absence, employees cannot receive any salary or wage from the Region "or from any other person or partnership with whom the Region does not deal at arm's length," other than the amounts of salary or wage that was deferred.

The Region will ensure compliance with the foregoing.

8. Seniority, Vacation, Anniversary Increases etc. During the Leave

i) Seniority will not accumulate, but will remain at the level attained at the start of the leave.

ii) Union dues will be based on the full salary earned prior to the leave commencing, and will not be deducted from payments made to the employee during the period on leave.

iii) Vacation level earned will remain at the level attained at the start of the leave; i.e. the period on leave will not be included in calculating vacation eligibility.

iv) Vacation earned but not taken at the commencement of the leave period, will be paid out at the start of the leave, and based on the regular salary level.

v) Employees who are not at the top of their salary range, will not be able to use the leave period for calculating upward movement in their range, i.e. the leave period is lost.

vi) An employee's total of sick leave credits will remain at the total earned at the start of the leave and will not accumulate during the leave period.

vii) Employees on leave will not be able to obtain any monetary withdrawal from their sick leave credits should they be ill or otherwise incapacitated during the leave period.

viii) Should an employee become pregnant, such that a maternity leave as provided in the appropriate collective agreement or personnel policy, would go beyond the scheduled date to return from the prepaid leave, it is up to the employee to apply for a period of maternity leave that covers the period left remaining of the maternity leave (i.e. the period between the normal return to duty date from prepaid leave, and the end of the maternity leave).

ix) Should an employee become ill during the period on prepaid leave, such that the employee cannot return to duty on the scheduled return date, it is up to the employee to get appropriate medical certification to their supervisor within three (3) working days of their scheduled return date, or else the "termination if absent from work without an acceptable reason" clause in the appropriate collective agreement or personnel policy, will apply.

9. Return to Duties

i) Federal regulations require that employees must return to regular employment with the Region after the leave of absence has ended, for a period that is not less than the period of the leave of absence. Therefore, employees who request approval for a six (6) month or twelve (12) month prepaid leave, must agree to return to employment at the end of the 6 or 12 month period, for at least the same period of time.

ii) Upon return to duty following completion of the leave, an employee will go back to the same position they held at the start of the leave. If the position for whatever reason is no longer available, the employee must bump another less senior employee in the union or non-union group as applicable, whose job they can immediately commence performing, and in accordance with the seniority regulations currently in the applicable collective agreement or personnel policy.

10. General Conditions

i) The Region assumes no responsibility or liability for any consequence arising out of the prepaid leave plan, as it relates to the effects on the Canada Pension Plan (CPP), the Ontario Municipal Employees Retirement System (OMERS), Revenue Canada (Income Tax), Unemployment Insurance, Workers Compensation, etc. The responsibility lies solely with the employee.

ii) Revenue Canada in approving our plan, has informed us that, based upon information known to-date, it appears as if deductions for Income Tax, C.P.P. and Unemployment Insurance, would be made on the 80% of salary paid during the salary deferral years, and then such deductions would also be made on the salary being received during the actual prepaid leave period i.e. deductions on the lesser amount for the whole period chosen by the employee.

(Unemployment also points out that employees on prepaid leave are not eligible to receive U.I. payments during the leave period, as they are considered by them to still be on salary.)

iii) OMERS requires that appropriate deductions from the Region and the employee are **made** based on the normal *full* salary before any deferral amounts are withheld. The actual period on prepaid leave according to OMERS, would be considered by them as an authorized leave of absence which the employee could purchase sometime after returning to duty, however, the employee would then have to pay both portions to OMERS (i.e. the employer and the employee amounts).

iv) Workers Compensation will not apply during the leave.

v) Employees on a prepaid leave, will not be considered for employment in any other position that comes under Regional jurisdiction, for the period on such leave.

July 1988

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 1656

This letter of understanding constitutes acceptance of the following regarding employees in the Water Division who work some twelve (12) hour shifts as part of their normal rotating shift schedule.

The following areas in the collective agreement are understood and/or agreed to:

1. Where "working day" is used in the collective agreement, it is to be read as the employee's normal working day regardless of whether it is an eight (8) hour or twelve (12) hour shift except as otherwise noted in this letter.

2. In the following articles, a twelve (12) hour shift equals one day and a half (1 1/2) working days:

- a) 8.01(A) - Seniority
- b) 16.08 - Vacation
- c) 28.06(IV) - Modified Duties

3. For clauses 11.04 and 11.05, the following applies: These clauses mean eight (8) hours, regardless of whether the union representative is on an eight (8) hour or a twelve (12) hour shift on the day in question, i.e. the Region will only pay for up to a maximum of eight (8) hours.

4. 15.03 (A) If scheduled to work regularly twelve (12) hours on a statutory holiday, then employee gets twelve times two and a half (12 x 2 1/2) rate.

5. 15.03 (B) Twelve times one and a half ($12 \times 1 \frac{1}{2}$) hours, plus twelve (12) hours off, or eight times one and a half plus four times two and a half ($8 \times 1 \frac{1}{2} + 4 \times 2 \frac{1}{2}$) with an eight (8) hour lieu day off.

(III) The lieu day taken off must be requested within one hundred eighty (180) calendar days from the actual date of the paid holiday in question.
6. 5.06 Lieu days shall be eight (8) hour days.
7. 16.02 Vacations taken shall equate to an eight (8) hour day, forty (40) hour week i.e. if off on vacation for a week that is scheduled for more than forty (40) hours, only forty (40) hours will be paid for, if on vacation for one twelve (12) hour day, then only eight (8) hours is paid for.

For earning vacation, with less than one (1) year of service, one month equals one eight (8) hour day ~~of~~ vacation.

Additional vacation days on page 32 of the collective agreement, shall be eight (8) hour days, four ~~(4)~~ hour half ($1/2$) days.
8. 17.03 Jury service will be paid as per the number of scheduled working hours, on the day(s) of such duty.
9. 7.04 ~~Beavement~~ will be paid as per the number of schedule working hours ~~on~~ the day(s) of eligible bereavement.
(A)(B)(C)
10. 18.01(B) & 18.03 The two (2) ten (10) minute paid rest periods stipulated in clause 18.03 will be combined to read as one paid twenty (20) minute lunch period, so that there will then be two (2) paid twenty (20) minute lunch periods within the twelve (12) hour shift.

11. 18.02 If first shift is a twelve (12) hour shift, then twelve times one and a half (12 x 1 1/2) is paid.
12. 19.01 (A) Overtime will not be paid for a scheduled twelve (12) hour day, as the twelve (12) hour shift is the normal work day.

The normal work week for operators on twelve (12) hour shifts will be as per the two (2) week schedule.
13. 19.01 (B) Eight (8) hours to read as twelve (12) hours for purposes of this clause. (i.e. regular shift)
14. 19.02 (B) A shift premium will be paid on the last four (4) hours of the twelve (12) hour day shift and on all hours of the night shift.
15. 19.02 (C) A shift premium would be payable.
16. 19.06 (A) Eight (8) to read twelve (12) when applicable for this group.
17. 20.06 (V) The normal full time hours of work used in this clause shall mean twelve (12) hours where applicable.
18. Sick Leave This would continue to be earned as at one and a half (1 1/2) days per month, however, sickness on twelve (12) hour shifts, would be deducted at one and a half (1 1/2) days per twelve (12) hour shift not worked on account of sickness.

8. Interpretation of Language Regarding Overtime

- Persons on sick leave and vacation are not considered available for overtime until they return to work the following scheduled shift after their vacation period or illness except under emergency conditions.

Signed at Kitchener, Ontario this 3rd day of March, 1992.

On Behalf of: Regional
Municipality of Waterloo

On Behalf of: Canadian Union
of Public Employees, Local 1656

Cheryl Lowe

Mark Charboneau

Sheila Goldsworthy

Brian Orth

Brian Schieckoff

Timothy A. Conyard

Mark Goodwin

Gord McMurran

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

Article 15.01 of the Collective Agreement for the years 1992/93 provides for the specified holidays to be recognized in 1993.

The parties herein agree that Article 15.01 of the agreement dated 17th of July 1991 shall apply for the year 1992.

Dated at Waterloo this 7th day of May, 1992.

For The Regional
Municipality of Waterloo

Cheryl Lowe

For The Canadian Union of
Public Employees, Local 1656

Brian Orth

Mark Goodwin

Brian Schieckoff

Timothy A. Conyard

Gord McMurran