



## **COLLECTIVE AGREEMENT**

between

**REGIONAL MUNICIPALITY OF WATERLOO**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1656 (Full-Time)**

January 1, 2010 to December 31, 2012

**CUPE LOCAL 1656 FULL-TIME  
ARTICLE INDEX**

ARTICLE	TITLE	PAGE
1	Purpose	8
2	Recognition	8
3	No Discrimination	9
4	Check-off of Union Dues	11
5	Membership in the Union	12
6	Management Rights	13
7	No Strikes or Lockouts	14
8	Seniority	14
9	Job Vacancies	22
10	Correspondence	29
11	Union Representation	29
12	Grievance Procedure	32
13	Representation, Suspension and Discharge	36
14	Arbitration	39
15	Specified Holidays	41
16	Vacation	46

ARTICLE	TITLE	PAGE
17	Leave of Absence, (Union Business, Personal Leave, Jury Duty, Bereavement Leave, Pregnancy, Parental, Adoption, Paternity Leave, and General Education Leave)	51
18	Hours of Work, Schedules, Breaks and Reporting	57
19	Premium Pay and Allowances, (Overtime Shift Premium, Call-in, Stand-by, Meal Allowance, Temporary Assignments)	59
20	Absence From Work, (Modified Duties)	75
21	Safety/Workers' Compensation	81
22	Clothing & Equipment	85
23	Health & Welfare Benefits	90
24	Wages, Compensation and Reimbursement	102
25	Ontario Works	103
26	Definitions of Employees	104
27	General Conditions and Benefits	106
28	Technological Change	109

ARTICLE	TITLE	PAGE
29	Performance Appraisal	111
30	Contracting Out, Amalgamation, Contractors	111
31	Term of Agreement	114
	<b>APPENDICES</b>	
A	Job Classifications and Rates (*See also Article 19.06 page 73 *)	116
B	Uniform Order Form	123
C	Pre-paid Leave Policy	125
D	Joint Job Evaluation Plan	136
E	Performance Appraisal Form	157
F	Benefits Overview Chart	160

## LETTERS OF UNDERSTANDING

TITLE	L-#	PAGE
Process SCADA Operators	L-1	163
Limit of Part-Time Employees	L-2	168
Right to Refuse Unsafe Work	L-3	169
Wing Operators	L-4	170
Winter Plowing Operations	L-5	171
Temporary Winter Assignments	L-6	175
Services Contracted Out	L-7	176
Employment Standards Act	L-8	178
Seasonal Temporary Scaleperson positions	L-9	181
Apprenticeship Programs	L-10	183
SCADA Operator – Lead Hand	L-11	184
Airport 10 Hour Shift	L-12	185
8 Hour Process/SCADA Operator	L-13	189
Police Records Check	L-14	192

**CUPE LOCAL 1656 FULL-TIME  
TOPICAL INDEX**

TITLE	PAGE	ARTICLE
Absence From Work, (Modified Duties)	75	20
Arbitration	39	14
Bulletin Boards	106	27
Check-off of Union Dues	11	4
Clothing & Equipment	85	22
Copies of Agreement	106	27
Correspondence	29	10
Definitions of Employees	104	26
Doctor's notes	75	20
Representation, Suspension and Discharge	36	13
General Conditions and Benefits	106	27
Grievance Procedure	32	12
Health & Welfare Benefits	90	23

TITLE	PAGE	ARTICLE
Hours of Work, Schedules, Breaks and Reporting	57	18
Job Vacancies	22	9
Lead Hands	116	A
Leave of Absence, (Union Business, Personal Leave, Jury Duty, Bereavement Leave, Maternity, Parental, Adoption and Paternity Leave, and General Education Leave)	51	17
Management Rights	13	6
Membership in the Union	12	5
No Discrimination	9	3
No Strikes or Lockouts	14	7
Ontario Works	103	25
Performance Appraisals	111	29
Premium Pay and Allowances, (Overtime, Shift Premium, Call-in, Stand-by, Meal Allowance, Temporary Assignments)	59	19

TITLE	PAGE	ARTICLE
Purpose	8	1
Recognition	8	2
Safety	81	21
Seniority	14	8
Specified Holidays	41	15
Technological Change	109	28
Term of Agreement	113	31
Union Representation	29	11
Vacation	46	16
Workers' Compensation	81	21
APPENDICES		
Job Classifications and Rates	116	A
Uniform Order Form	123	B
Pre-paid Leave Policy	125	C
Joint Job Evaluation Plan	136	D
Performance Appraisal Form	157	E
Benefit Overview Chart	160	F



## 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. It is the desire of the parties to co-operate in maintaining a harmonious relationship between the Region and its employees and the Union 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 as defined in Article 26.01e).

### 2.02 Use of Volunteers

The parties agree that where the Region wishes to use volunteers in any areas other than the clean up of roadside litter under the "Adopt-a-Road" program **or the Neighbourhood Litter Clean-up along the North Railway Spur**, their use and placement shall require the mutual agreement of the Region and the Union.

### 2.03 Supervisor and Bargaining Unit Work:

The Region recognizes that supervisory personnel will not perform work normally performed by employees in the bargaining unit unless there is an emergency for which no qualified employees are readily available, or for the purposes of instructing personnel, or as mutually agreed by the parties in writing.

### 2.04 No Layoff Due to Contracting Out

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.

#### 2.05 Individual Employee Agreements Prohibited

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.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. The Region shall not negotiate any terms or conditions of employment with employee(s).

### **Article 3 - No Discrimination**

3.01 The Region and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Region, or by the Union, or by any of their representatives with respect to any employees by reason of race, colour, age, handicap, sex, sexual orientation, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership, lawful activity or non-activity in a trade union.

#### 3.02 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 of Sexual Harassment

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. Interpersonal Conduct

The Region requires that all employees of the Region act professionally and treat one another with courtesy and respect. All employees are responsible to conduct themselves in a manner that contributes to positive working relationships. The Region will not permit any interpersonal conflict that involves threatening or abusive behaviour.

c. 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.

d. An employee shall, at all times, retain their right to lodge a complaint under The Ontario Human Rights Code (1990). In the event the employee lodges a formal complaint under The Human Rights Code, the grievance procedure shall be discontinued immediately.

- e. 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 Deduction of Union Dues**

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 or designate shall be notified in writing forty-five (45) calendar days prior to any required change in deductible assessments.

### **4.02 Remission of Union Dues**

Such deductions will be made every pay by the Treasurer of the Region, and shall be forwarded to the National Secretary-Treasurer, CUPE, 1375 Boul St. Laurent Blvd, Ottawa, Ontario, K1G 0Z7 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 total regular wages for the bargaining unit and any other union dues information that is required by the Union and is available to the Employer. A copy of the list shall be sent to the Treasurer of the CUPE Local 1656. 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.

### **4.03 Union Membership**

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.

4.06 T-4 Slips

The Region will include the amount of union dues deducted from employees, on the T-4 slips.

**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 New Employees and Orientation to Union

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:

- a. Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Region by statute and/or by-laws of the Region;
- b. 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;

- c. Select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, layoff, 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;
- d. 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 there from, 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.

### **Article 7 - No Strikes or Lockouts**

- 7.01 The Region and the Union agree to follow procedures as outlined in this Agreement. It is understood and agreed that there will be no strike or lockout during the lifetime of this Agreement, and the definition of "strike" and "lockout" are those set out in the Ontario Labour Relations Act.
- 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 Probationary Period

- a. Employees shall be probationary employees until they have been continuously employed by the Region for:
- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6,
  - ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

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 Region and the discharge shall not be subject to the grievance or arbitration procedure.

## 8.02 Seniority List

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 most recent hire date within Local 1656 and any "adjusted seniority date". Employees names shall be listed in descending order according to their respective "adjusted seniority date". An up-to-date copy of this list will be given to the Union twice each year in the months of June and December 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 Assistant CAO, Human Resources or designate 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 Role of Seniority - Promotion and Layoff

- a. i) Seniority shall operate and govern on a bargaining unit wide basis provided that the senior employee possesses the necessary skill and ability to perform the work available. For job postings, the candidate selected shall be the senior employee possessing the necessary skill and ability to perform the work available, with a two (2) working day orientation period and no training. 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, provided the senior employee possesses the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training. The orientation period shall provide an opportunity for the Region to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. 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. Employees shall be allowed to bump to a higher paid classification.

No full-time employee shall be laid off from his/her position while there are temporary employees or students retained by the Region in positions where the full-time employee possesses the necessary skill and ability to perform the work within a five (5) day orientation period.

ii) Notice – Permanent Layoff

In the event of a permanent lay-off, as defined in the Employment Standards Act, all employees to be laid off will be given at least eight (8) weeks notice of lay-off. Laid off employees must exercise their bumping rights within two (2) weeks from the date they are notified of the lay-off. Any other employees so bumped must exercise their bumping rights within one (1) week of them being bumped, and so on, on a one (1) week maximum basis for each involved employee.

iii) Notice – Temporary Layoff

In the event of a temporary lay-off as defined in the Employment Standards Act, all employees to be laid off will receive a one (1) week period of notice. At the end of the second 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 fifth day.

**iv) In the event an employee is laid off or bumped from their position and that position becomes vacant within thirty-six (36) months of the employee's date of lay-off or bump, said employee shall be offered that position before it is posted or offered to another employee.**

b) Layoff Protection for Union Executive

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 possess the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training at their own wage level. Should work not be available at the same wage level, then placement will be made at the next lower wage level.

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 layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.

c) Notice of Layoff to Union

The Region will give the Union as much advance notice as is reasonably possible, but not less than eight (8) weeks, 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.

8.04 Seniority Determination when Hired on Same Date

Where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the Region and the Union. The random draw shall be conducted as soon as possible after the completion of the employee's probation period. The affected employees and a member of the Union executive shall be present with

a Representative of Human Resources at the random draw. The results of the random draw shall be recorded and signed by those in attendance, and a notation shall appear on the seniority list.

#### 8.05 Seniority Accumulation – Layoff or Authorised Leave of Absence

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 Loss of Seniority and Termination

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;
- 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 thirty-six (36) months, whichever is lesser.
- d) Continuous non-employment while in receipt of LTD or WSIB benefits for a period of time equal to the length of seniority at the time of commencement of absence, or for thirty-six (36) months, whichever is the lesser.
- e) Failure to signify intention to return to work after recall from lay-off within five (5) 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 five (5) 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 five (5) working days to notify the Region.
- iii) An employee who has complied with ii) above will have a further five (5) working days from the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the said five (5) 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.

#### 8.07a) Permanent Promotion/Transfer Out of Bargaining Unit

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 sixty (60) calendar days, and if demoted or transferred for any

reason to a position which is subject to this Agreement, such employee 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 sixty (60) days specified above. It is agreed that this clause pertains specifically to permanent promotions or transfers outside of the bargaining unit. No employee shall be transferred or promoted to any permanent position outside the bargaining unit against the wishes of the employee.

b) Temporary Promotion/Transfer out of Bargaining Unit

No employee shall be transferred or promoted on a temporary basis to any position outside the bargaining unit without the prior agreement of the employee.

If an employee is transferred to a temporary position or assignment outside the bargaining unit such employee shall lose all seniority from the time and date of leaving the bargaining unit unless the employee and the Region receive the prior written agreement of the Union.

c) Promotion/Transfer between Full-time and Part-time Units

The promotion or transfer of part-time or full-time employees to positions in either the CUPE Local 1656 full-time or part-time Collective Agreements is covered by this Agreement. The transfer of seniority between these bargaining units shall be calculated as follows:

- i) A part-time employee who is selected for a full-time position covered by CUPE Local 1656 full-time Collective Agreement shall receive credit for seniority earned in the part-time bargaining unit on the basis of 2080 regular hours being equal to one (1) year of service. For periods of less than one (1) year, the number of hours shall be prorated on the basis of eight (8) hours per day and five (5) days per week with any period of less than eight (8) hours counting as one (1) day.

The resulting seniority shall be converted to a date and posted to

the CUPE Local 1656 full-time seniority list.

- ii) A full-time employee who is selected for a part-time position covered by the part-time Collective Agreement of CUPE Local 1656 shall have their seniority posted as the most recent hire date to the CUPE Local 1656 part-time seniority list.

#### 8.08 Seniority from other Organizations

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 Transfer into Bargaining Unit – Probationary Period

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 backdated to the most recent hire date within 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.

#### 8.10 Resignation of Employment

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 resignation 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**

### 9.01 a) Posting of Vacancies

The Region will post for five (5) working days a notice of a new position or vacant position showing the department, the number of vacancies, the type of position and location for the initial hours of work, any required knowledge and/or education, skills, shift and wage rate, according to the job description for the position, in order that the employees may have the opportunity of making written application for such positions. A copy of all job postings shall be sent to the Recording Secretary of the Union.

### b) Priority for Employees on Layoff

No new employee(s) will be hired until consideration is given to any laid-off employees.

### c) Priority of Applicants for Vacancies/Postings

Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Regional applicants will be considered in the following sequence:

- i) probationary employees (CUPE Local 1656) full-time
- ii) part-time employees covered by the CUPE Local 1656 Part-time Collective Agreement.
- iii) temporary employees (CUPE Local 1656) full-time
- iv) other Regional employees from other bargaining units.

d) Part-time Access to Full-time Positions

Part-time employees shall be allowed to apply for full-time positions covered by the full-time CUPE Local 1656 Collective Agreement, and shall be governed by the applicable terms of this Collective Agreement, and Articles 8.07 b) and 9.01 d) of the part-time Collective Agreement.

e) No Outside Advertisement – Vacancies

No outside advertisement shall be placed or interviews conducted, until the applications of employees in the bargaining unit, and those in i), ii) and iii) above, have been fully processed.

f)i) Applying for Vacancies/Postings

Employees wishing to apply for a posted position shall do so by using the internal application form as agreed between the parties. This form, and any information which is attached, will be used to select the candidate. Employees who make application for a position shall not be required to submit a resume with the application form in order to be considered for the position.

ii) Interview Questions

All interview questions will be relevant to the qualifications, skills and abilities needed to perform the duties of the position. The Region shall ensure that uniform interview questions are asked of all applicants for the position. Upon request, the Region will supply the applicant with a summary of their own screening or interview results.

iii) Selection for Positions

All interviewing and selection for positions shall only be conducted by members of Human Resources and management.



iv) Cancellation or Amendment of Posting

If the Region cancels or amends a posting for a position after applications are received and the posting is re-issued at a later date, the applications received from the cancelled or amended job posting will be considered provided:

a) not more than three (3) months time has elapsed since the initial cancelled or amended job posting and,

b) the applicants to the initial cancelled or amended job posting are deemed to be qualified for the amended job posting in accordance with article 8.03 a) i).

The Union will be advised of any cancelled or amended job postings at the time of such cancellation or amendment.

g) Posting in Same Classification – No Trial Period

An employee who is the senior candidate for a job posting that is within the same classification (job description) will not be required to participate in screening, interviewing or testing. However, such employee will participate in a familiarization session with the hiring supervisor for the purposes of orienting the employee to the new work assignment, shift and location.

If an employee accepts the job offer for the new work location or shift following the familiarization session, the parties agree that the employee will not be required to undergo the trial period, (i.e. 15 and 25 day period), as referenced in article 9.05 a) i).

9.02 a) Successful Applicant - Extension of Start Date

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 a written request to the Assistant CAO, Human Resources or designate 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) Unsuccessful Applicant - Explanation

An unsuccessful senior applicant, if requested of the Assistant CAO, Human Resources or designate 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 Filling of Temporary Vacancies

When the Region determines there is a need to fill a temporary vacancy, such as those caused by an employee's absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, it shall be filled in the following manner:

a) Less than 4 Months:

Vacancies of less than four continuous months shall be filled by seniority preference of qualified available, employees at the worksite or group. Should no employee in the worksite or group want the temporary vacancy it shall be filled by reverse seniority.

Where there is more than one (1) simultaneous temporary vacancy in any job, the selection(s) shall be made in accordance with seniority preference.

b) More Than 4 Months:

Vacancies that still exist at the end of the four continuous months' period, or that are known to last more than four (4) continuous months, must be posted and filled in accordance with the seniority provisions of this Collective Agreement.

Where there is more than 1 temporary vacancy in any job, the posting

shall show the number of vacancies.

c) Available and Qualified

i) "Available" in Article 9.03 a) shall be defined as any employees who are not on sick leave of any duration (excluding family leave), not on leave of absence, or not on a combination of vacation and/or banked overtime that exceeds one day until they return to work the following scheduled shift after their vacation period or illness. Where the temporary vacancy is of two (2) weeks or less management must determine that the employee is able to leave their permanent position without negatively impacting the Region's operations.

ii) "Qualified" in Article 9.03 shall be defined as any employee possessing the necessary skill and ability to perform the work in a competent manner.

d) Available to Part-time Employees

Temporary vacancies that still exist after the posting of the position as set out in 9.03 b) where no full-time employee has been selected shall be made available to qualified part-time employees on the basis of seniority in the part-time bargaining unit. Following completion of the full-time temporary vacancy period, the part-time employee shall return to their former position without loss of seniority.

e) Return to Position – End of Temporary Vacancy

Employees who accept a temporary vacancy that has been posted in accordance with b) above, shall be returned to the position, work location and shift they held prior to the start of the temporary vacancy, when the vacancy ends. Subject to Clause 8.06 c), employees returning to work following any of the absences listed above shall be returned to the position, work location and shift they held prior to the start of the absence.

In the event that their position no longer exists, returning employees will be able to bump any less senior employees upon their return, but must possess the necessary skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification. In the event the returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

#### 9.04 Temporary Assignment During Posting Procedure

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 of a permanent position, a temporary vacancy in excess of four (4) months as per article 9.03 b), or a pregnancy, parental or adoption leave of four (4) months or more, for a period not exceeding forty-five (45) 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.

#### 9.05a)i) Job Posting Trial Period

In the event successful applicants wish to return to their former position within a period of up to fifteen (15) actual days worked, or proves unsatisfactory to the Region during the trial period of up to twenty-five (25) actual days worked, they shall be returned to their former position without loss of seniority. Longer periods of time, as outlined above, may be mutually agreed upon in writing, between the Director of Employee Relations or designate, the employee and the Union. Any other employee promoted or transferred as a result of the re-arrangement of jobs, shall be returned to their former position without loss of seniority.

#### ii) Trial Period – Return to Position

In the event that employees during the trial period are returned to their former positions, and such position (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) Restriction on Re-applying for Job Posting

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 Assistant CAO, Human Resources or designate, and is actually received in the Human Resources Department prior to the expiration of the job posting and written permission is received from the Assistant CAO, Human Resources or designate or the Director of Employee Relations or designate. 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 Posting of Job Selections

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.

The timelines for filing grievances under Article 8.03 a) i) shall be deemed to commence with the date the list of the outcomes of all job postings is posted on the respective boards at each location.

9.07 New or Changed Job Classification

The procedure for the rating of current, new or changed job classifications in the bargaining unit is provided in articles 7.2 and 10.2 of the Joint Job Evaluation Plan Terms of Reference in Appendix "D".

## **Article 10 - Correspondence**

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 or designate of the Region, and the President and Recording Secretary of the Local Union, with a copy to the Assistant CAO, Human Resources or designate 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**

11.01a) The Region agrees to recognize the following representatives of the Union:

- i) A bargaining committee of not more than five (5) employees.
- ii) A grievance committee of not more than three (3) employees.
- iii) Fourteen (14) stewards as outlined below. The stewards must be employed in the Division they are representing:

<u># of Stewards</u>	<u>Division</u>
1	Waterloo Landfill Site
1	Waterloo Landfill Scales
1	Cambridge Landfill Site
1	Central Area
1	Water Maintenance Group
1	Water SCADA and Systems Group
1	Traffic
1	North Dumfries
1	Philipsburg
1	Heidelberg
1	Fleet Services
1	Facilities Maintenance & Building Operations

1	Region of Waterloo Airport
1	Grand River Transit - Stores

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.

For number of CUPE 1656 Part-Time stewards see Article 11.01 of the CUPE 1656 Part-time Collective Agreement.

iv) 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.

- b) The Union shall provide the Region with a list of such representatives and shall keep the list up to date.
- c) The Region shall provide the Union with a list of its supervisors and administration by July 1st of each year.
- d) 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.

11.02 Steward Exclusions

Probationary or temporary full-time employees shall not be eligible to serve as stewards or union committee members.

11.03 CUPE Representative Access to Premises

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Region who 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 upon the provision of advanced notice.

#### 11.04 Duties and Pay of Union Representatives

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 discuss, or 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 Union/Management Committee

Meetings of a Union/Management 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**

- 12.01a) 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**

Within ten (10) working days of the circumstances giving rise to the grievance have occurred, the grievor, accompanied by their Steward, shall meet with their Supervisor, Assistant Manager or Manager, thereby providing an opportunity to adjust their grievance. Such grievance shall be discussed with the Supervisor and Assistant Manager or Manager. The Steward shall identify the nature of the grievance and the article of the Collective Agreement that is alleged to have been contravened. The Supervisor, Assistant Manager or Manager shall deliver a written response to the Chief Steward within five (5) days of the grievance meeting.

Failing settlement, the grievance may, within ten (10) working days following receipt of the response from the Supervisor and Assistant Manager or Manager, then be referred to Step 2.

### **Step 2**

The Grievance Committee or a member thereof, may submit a written grievance to the Director of Employee Relations or designate. The grievance, signed by the aggrieved employee and/or the steward or union representative, 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.

The Director of Employee Relations or designate shall convene a meeting, which would include the Commissioner and appropriate management, and a maximum of four (4) union representatives

(to be chosen from the grievance committee and the area steward), and the grievor, within fifteen (15) working days from the date on which the grievance is received by the Director of Employee Relations or designate. The written decision shall be delivered to the Chief Steward within five (5) working days from the date on which the meeting was held under Step 2.”

- b) In the event a 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.
- c) The employee shall at all times be represented by their Steward or designate in meetings with the Region's representatives concerning their grievance.

#### 12.02 Time Limit for Grievance

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 than ten (10) working days prior to raising the grievance at Step 1.

#### 12.03 Policy Grievance

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 2 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 2, 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 Referral of Grievance to Arbitration

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 Director of Employee Relations or designate within fifteen (15) working days after the decision under Step 2, is given, it shall be deemed to have been settled and not eligible for arbitration.

#### 12.05 Grievance Replies in Writing

It is agreed that grievances and replies to grievances shall be in writing at Step 2. The grievance of an employee or a group of employees that has been settled at Step 1 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 Agreements reached under Grievance Procedure

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 Grievance Adjustments

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 Reply – Refer to Next Step

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

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 Time Limit and Disposition

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 Extension of Time Limits

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.

12.12 Layoff Grievances

Any grievances involving a notice of layoff, or denial of a bump shall be filed at Step 2 of the grievance procedure.

12.13 Grievance Mediation:

Following the Union's receipt of the Region's grievance response at Step 2, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The selection of a grievance mediator must be mutually agreeable to by both parties and the costs of such mediator shall be shared equally by both parties. All discussions at the grievance mediation table shall be confidential and shall be without precedent or prejudice.

## 12.14 Pay for Mediation

The Region shall be only liable for the pay of members of the Union Executive, the union Steward and up to one (1) grievor when such employees are involved in the attendance at, but not in the preparation for, grievance mediation meetings as provided in Article 12.13.

## **Article 13 - Representation, Discipline, Suspension and Discharge**

### 13.01a) Union Representation

i) An employee shall be accompanied by a union representative at any meetings in which he/she believes disciplinary action may be discussed.

ii) Where an employee is required by the representatives of the Region to attend any investigation meeting regarding the conduct of another employee, the Region will contact the Union in advance of the meeting in order that the Union representative can attend such meeting. For the purpose of clarity, the parties agree that this article does not pertain to meetings regarding operational issues or matters that will be dealt with through letters of counsel.

b)i) No employee will be disciplined in any manner without the presence of a Union representative.

ii) If an employee is to be suspended or discharged, the Region shall ensure that the employee is accompanied by the President and the Chief Stewards or designates at such disciplinary meetings.

iii) When a permanent employee is to be suspended or discharged, the employee shall have the right to meet with a member of the Executive of the Union for up to 30 minutes during normal working hours either before or after such meeting at the discretion of the Union.

iv) 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 Recording Secretary, and The Canadian Union of Public Employees, 1120 Victoria Street North, Kitchener, Ontario, N2B 3T2.

c) Removal of Disciplinary Documents from Employee's File

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 their representative, shall have the right to have access to, make copies, and review their personnel file. The employee 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, including letters recording verbal warnings and documents related to the discipline shall be removed from the employee's file after twenty-four (24) months.

d) Copies of Disciplinary Documents

A copy of all disciplinary letters shall be sent to the President and the Recording Secretary of the Union.

e) Notification of Complaints

The Region and the Union agree that discipline, if it is necessary, is intended to be corrective and not punitive. The parties also agree that discipline should be issued to the employee in a timely manner. The Region shall notify an employee in writing of any written expression of dissatisfaction concerning their work within ten (10) working days of the receipt of such complaint by Management. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record. In the event that a written report is required by the employee, the employee will be given a copy of any written complaint while protecting the identity of the complainant.

f) Letters of Counsel

Letters of counsel shall not be used by the Region as the basis for discipline as a part of progressive discipline or to affect the employee's promotional opportunities. Letters of counsel and their content shall not be used by the Region in any arbitration hearing. As the parties agree that letters of counsel are non-disciplinary, the Union agrees that such letters of counsel shall not form the basis of a grievance. Letters of counsel shall not be placed on an employee's file.

A copy of all letters of counsel shall be sent to the Chief Steward.

g) Copies of Accident Reports

When the Police are involved in a motor vehicle accident investigation and provide the Region with a copy of a police report to the Region concerning an employee, upon request the Region shall provide the employee with a copy of such accident report.

13.02 Suspension and Discharge Grievances

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 2 of the grievance procedure within five (5) working days after the employee ceases to work for the Region, and the first step 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 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 arbitrator, if appointed.

### 13.03 Criteria for Transfer

No employee shall be transferred out of their classification, shift, assignment or work location without just cause.

## **Article 14 - Arbitration**

### 14.01 Definition

- a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this Collective Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as defined in this Article. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.
- b) In recognition of the long standing and accepted practice of the parties, when either party decides that any differences will be submitted to arbitration, that party shall make such request in writing addressed to the other party to this agreement, and at the same time shall submit the names of three (3) sole arbitrators for consideration.
- c) If the party receiving the request for arbitration cannot agree with the names of the sole arbitrators submitted, within fifteen (15) full working days thereafter, the party shall submit the names of three (3) additional sole arbitrators for consideration of the party who originated the request.
- d) Thereafter the parties shall exchange the names of sole arbitrators and will attempt to come to mutual agreement on the selection of a sole arbitrator.
- e) If the parties are unable to agree upon the selection of a sole arbitrator, either party may then request the Minister of Labour to appoint a sole



arbitrator in accordance with the intent of Section 48 (4) of the Labour Relations Act, Ontario.

- f) In the alternative to the selection of a sole arbitrator, where the parties mutually agree to any differences to a Board of Arbitration such difference shall be settled in accordance with Section 48 (2) of the Labour Relations Act, Ontario.

14.02 No person shall be selected as an Arbitrator who:

- i) is acting, or has been in the 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.
- ii) has any pecuniary interest in the matters referred to the Arbitrator.

14.03 Arbitration Expenses

The parties will jointly share the expenses of the Arbitrator, if any.

14.04 Extension of Time Limits

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 Access to Witnesses and Region Premises

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es) and any other witness(es), and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator 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 Decision of Arbitrator

The decision of the Arbitrator shall be binding on both parties. The Arbitrator 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 CUPE Representative

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 Proper Carriage of Grievance

No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time limits prescribed in this Agreement, unless otherwise mutually agreed upon in writing by the parties.

#### 14.09 Pay for Arbitration

The Region shall be only liable for the pay of members of the Union Executive and the grievor when such employees are involved in the attendance at, but not in the preparation for, arbitration hearings.

### **Article 15 - Specified Holidays**

#### 15.01 Entitlement

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	<b>Family Day</b>

b) Float Holiday

Each employee who has completed thirty (30) calendar days or more continuous service prior to the third Monday in February, 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 Director of Employee Relations or designate and the employee's supervisor for resolve.

15.02 Absence Before and After Holiday

In the event that an employee is absent from their scheduled working day immediately prior to and following the holiday, and the employee presents a reasonable excuse for such absence (not including extended unpaid leaves or Long Term Disability), they shall be paid.

15.03 Scheduled Work on Holiday

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.

## Holiday Pay Options

- 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 Absence when Scheduled To Work Holiday

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 upon return to work.

### 15.05 Holiday during Vacation

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 Holiday during Day Off

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 Holiday Pay if Called In

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 times (2) 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.

### 1. Three Day Weekend

- (i) When Saturday is the actual day of the holiday.
  - Saturday is at double time.
  - Sunday is at double time.
  - Monday is at double time (as lieu day).
- (ii) When Sunday is the actual day of the holiday.
  - Saturday is at time and one-half.
  - Sunday is at double time.
  - Monday is at double time (as lieu day).

### 2. The Four Day Easter Weekend

- Good Friday is at double time.
- Saturday is at time and one-half.
- Sunday is at double time.
- Easter Monday is at double time.

3. Christmas/Boxing Day Weekends

- (i) When Friday is Christmas Day and Saturday is Boxing Day.
  - Friday is at double time.
  - Saturday is at double time.
  - Sunday is at double time.
  - Monday is at double time (as a lieu day).
  
- (ii) When Saturday is Christmas Day and Sunday is Boxing Day.
  - Saturday is at double time.
  - Sunday is at double time.
  - Monday is at double time (as a lieu day).
  - Tuesday is at double time (as a lieu day).
  
- (iii) When Sunday is Christmas Day and Monday is Boxing Day.
  - Saturday is at time and one half.
  - Sunday is at double time.
  - Monday is at double time.
  - Tuesday is at double time (as a lieu day).

15.08 Holiday Pay if Called In

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 Entitlement

- a) Employees shall receive annual vacation with pay according to their length of service as set out below. Vacation shall be determined within the current calendar year and shall be taken in the current calendar year subject to Article 16.04 below:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Less than one (1) continuous year of service	One(1)day per completed calendar month of service (maximum of ten (10) working days)
Not less than one (1) year of continuous service but less than three (3) years of continuous service.	Two (2) weeks.
Not less than three (3) years of continuous service but less than seven (7) years of continuous service.	Three (3) weeks.
Not less than seven (7) years of continuous service but less than fifteen (15) years of continuous service.	Four (4) weeks.
Not less than fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service.	Five (5) weeks.
Not less than twenty-three (23) years of continuous service.	Six (6) weeks.

- b) One additional day of vacation for each additional 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].

16.02 Employees Entitled to Two Weeks Vacation Only

- a) 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 each 12 (twelve) month period ending on the employee's anniversary date of employment, or;
  - ii) two (2) weeks of vacation pay calculated on the normal wages being received at the employee's anniversary of employment start date.

Footnote: If a greater amount occurs due to i) above, then this amount will be paid on the first pay day in January of the following year less the amount paid for the two (2) weeks of vacation.

b) Vacation Pay on Overtime

Employees eligible for three (3) weeks or more of vacation shall receive vacation payment on overtime paid within the calendar year on the first pay day in January of the following year as follows:

- 6% based on 3 weeks vacation entitlement
- 8% based on 4 weeks vacation entitlement
- 10% based on 5 weeks vacation entitlement
- 12% based on 6 weeks vacation entitlement
- 14% based on 7 weeks vacation entitlement

16.03a) Vacation – July, August and September – 2 Weeks

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.

b) Vacation – October to June – 3 weeks

The employee shall be permitted to take up to three (3) consecutive weeks vacation during the months from October to June.

c) Supervisor Approval – in excess of 3 weeks

The employee may be permitted to take more than three (3) consecutive weeks vacation during the months from October to June, with the agreement of the supervisor.

16.04 Vacation Carryover

- a) Employees with three (3) and more weeks of vacation shall be permitted to carry over up to one (1) week of vacation into the following calendar year.
- b) Employees shall be permitted to carry over up to one (1) week of vacation into the following calendar year. Employees may be permitted to carry over more than one week of vacation into the following calendar year with the agreement of the supervisor.

16.05 a) Vacation Scheduling

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.

b) Vacation Scheduling Work Areas

The following areas will be recognized for purposes of determining vacation scheduling:

- a) Stockkeeper - For the purposes of this article, the Operations Centre and Grand River Transit will be separate
- b) Mechanics (Light)
- c) Mechanics (heavy)
- d) Doon Heritage Crossroads
- e) Facilities Mtce. & Operations
- f) Cambridge Landfill Site
- g) Waterloo Landfill Site
- h) Kitchener/Waterloo (Water)
- i) Mannheim WTP
- j) Cambridge/Rural (Water)
- k) Roads
- l) Traffic
- m) Airport

16.06a) Preference of Vacation – Before **March 1**

Employees with the greater length of service within each work site will have first choice of vacation dates, provided they indicate their preference before **March 1st** in order that the vacation schedule may be posted by **March 31<sup>st</sup>** for the period of **April 1<sup>st</sup>** to **December 31<sup>st</sup>** of that year.

b) Preference of Vacation – After **March 1**

Employees not submitting a request by **March 1st**, shall submit a request at least two (2) weeks in advance and the employee shall, in accordance with staffing requirements, be granted vacation in the available time slots on a first come first serve basis. Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice. Requests on shorter notice and for periods of less than one day may be granted upon mutual agreement of the employee and the supervisor.

#### 16.07 Vacation Pro-ration on Terminations

Notwithstanding the vacation entitlement in Article 16.01, an employee who has taken vacation time and terminates his/her employment before the end of the calendar year shall have any unearned portion of vacation leave deducted from his/her termination pay. An employee who has not taken all of the vacation time to which he/she is entitled shall be paid on termination the proportionate amount of vacation to which he/she is entitled except that in the case of an employee with less than one (1) year of continuous service, vacation shall be calculated at four percent (4%) of earnings.

#### 16.08 Vacation Pro-ration – Absence

Employees who have been absent without pay for any reason, except for pregnancy leave, parental leave/adoption leave or union leave for more than forty-five (45) working days shall receive a pro-rata reduction in their vacation pay entitlement.

#### 16.09 Vacation – Temporary Employees

Vacation pay for temporary full-time employees shall be four (4%) percent of earnings and shall be calculated, added and paid for each pay period.

#### 16.10 Vacation – Probationary Employees

Probationary employees will not have vacations scheduled within the probationary period.

#### 16.11 Vacation and Bereavement Leave

An employee who is on vacation at the time of a bereavement for which the employee is entitled to three (3) or five (5) days bereavement leave shall not have their vacation credits reduced for such absence. The period of the vacation so displaced shall be either added to the employee's vacation period or reinstated to the employee to be taken

as vacation at a later date, as mutually agreed between the employee and the supervisor.

## **Article 17 - Leave of Absence**

### 17.01 a) Union Leave

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 ninety (90) 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 or designate as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.

### b) Leave for Negotiations

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) Continuation of Wages and Benefits

The Region shall continue the wages and benefit coverage of employees on Union leave of absence, and the Union shall re-imburse the Region for wages and not employee benefits paid to union representatives or members where such leave is without pay, except as provided in 17.01 d). The Region shall invoice the Union every two (2) months for any requested and approved Union leaves of absence taken in the previous two (2) months. Should the Region be unable to meet this requirement the Region shall request an extension from the Union. Such approval shall not be unreasonably withheld.

### d) Leave for CUPE Position

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 Region and the Union agrees to reimburse the Region for such wages and the Region's contribution to said benefits.

e) Return from CUPE Leave

The employee agrees to notify the Region 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 Region 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.

17.02 Personal Leave

The Region may grant a leave of absence without pay and without loss of seniority to employees for legitimate personal reasons.

**Personal leaves of absence will not be authorized unless the employee has first used all vacation, banked time and lieu time.**

**Provided this condition has been met, reasonable requests for unpaid leaves of absence will be considered and will not be unreasonably denied.**

17.03 a) Jury Duty

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 Assistant CAO, Human Resources or designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.

b) Jury Duty Expenses

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.

17.04 Bereavement Leave

Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging and/or attending a funeral or memorial service as follows:

<u>Relationship</u>	<u>Entitlement</u> <u>(working days with pay)</u>
spouse	5 days
child	5 days
mother	5 days
father	5 days
brother	3 days
sister	3 days
mother-in-law	3 days
father-in-law	3 days

(If requested by the employee, the Region will grant up to ten (10) working days without payment for the relations listed above).

own grandparent	2 days
spouse's grandparent	2 days

own grandchild	2 days
spouse's grandchild	2 days
brother-in-law	1 day*
sister-in-law	1 day*
daughter-in-law	1 day*
son-in-law	1 day*

\* (to attend only the funeral or memorial service)

Pregnancy, Parental/Adoption and Paternity Leave

17.05a) 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 delivery 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, 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 Region shall pay the premium for all applicable benefits for the seventeen (17) week pregnancy leave, except OMERS. The Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contribution, on an approved form provided to the employee by the Region.

b) Parental Leave/Adoption Leave

An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

- i) the birth of the employee's child

or

- ii) 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.

An employee who does not take pregnancy leave will be granted up to thirty-seven (37) weeks of parental leave, upon request and the verification of i) or ii) above.

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 fifty-two (52) 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 Region with at least two (2) weeks written notice of the date the leave is to begin. The employee shall continue to accumulate seniority and service benefits during said parental leave. The Region shall pay the premium for all applicable benefits for the thirty-five (35) weeks parental leave, except OMERS. The Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contributions, on an approved form provided to the employee by the Region.

c) 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.

#### 17.06 Employment during Leave of Absence

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 Assistant CAO, Human Resources or designate 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 Region will pay the required registration fees, travel and subsistence expenses in accordance with regional policies, upon presentation of required receipts.

Whenever possible, the Region will prepay registration fees.

#### 17.08 Prepaid Leave Plan

The Region and the Union have developed an approved Prepaid Leave Plan. The parties have entered into a Letter of Understanding as required by the Federal Ministry of Revenue, for the implementation of this plan, and this Letter of Understanding is attached as Appendix "C" to this Agreement.

## **Article 18 - Hours of Work, Schedules, Breaks and Reporting**

18.01a) The standard hours of work shall be eight (8) hours per day inclusive of a paid thirty (30) minute meal period, forty (40) hours per week. The regular work week shall be five (5) days of eight (8) hours each 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 an eight (8) 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) Paid Meal Period

There will continue to be an eight (8) hour work day inclusive of a paid thirty (30) minute meal period. The thirty (30) minute meal period is inclusive of any wash-up time and will be taken at the job site or another Regional site designated by management after consultation with the employees. The parties agree that such site shall have access to washroom facilities.

### Schedules

18.02a) 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 forty-eight (48) hours notice for shift changes of fourteen (14) days or less duration, and fourteen (14) days notice for shift changes in excess of fourteen (14) days duration, the employee affected shall be paid time and one half (1 1/2) of his regular straight time pay 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. In the case of a change in the schedule or the posted hours of work, the Region agrees that such a change will not be made solely to prevent overtime payments.

b) Introduction of New Shifts

No new shifts shall be introduced and no existing shifts shall be changed without thirty (30) calendar days advance notice to the Union.

c) New Shifts – Seniority Preference

If the Region decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past, or where the Region proposes to create different shifts it shall do so in accordance with 18.02 b) then the Region shall give senior employees preference as to their choice of shifts. No senior employee shall be placed on a shift or have their shift changed while there are qualified employees with less seniority to be placed on the shift that the Region proposes to create or in which it proposes to place employees. Notwithstanding the above, the Region has the right to establish a rotation system if it considers it necessary to do so, subject to consultation with the Union.

18.03 Breaks and Wash Time

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 or another Regional site designated by management after consultation with the employees. In the case of Process/SCADA Operations, breaks must be taken only as the exigencies of proper operations allow.

A wash-up time of ten (10) minutes will be allowed at the termination of each full shift worked.

18.04a) Reporting for Work

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 attired to commence work. Proper attire shall include approved safety boots, hard hats etc., as required by the Occupational Health and Safety Act.

b) Reporting Late

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 and Allowances**

Overtime

19.01a) Definition of Overtime

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) Application of Overtime Rates

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.

c) i) Offering and Distribution of Overtime

It is agreed that any overtime opportunities will first be offered to available qualified permanent full-time employees in accordance with article 19.01 e) except where the overtime is continuous with the employee's regular work day and lasts no longer than one and one half (1 1/2) hours beyond the end of the employee's regular work day, the permanent full time employee performing the work will first be asked to complete the work. If the overtime work lasts longer than one and one half (1 1/2) hours or is declined by the employee performing the work during the employee's regular work day, it shall be offered to permanent full time employee(s) in accordance with Article 19.01 e). 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 **permanent part-time employees posted to temporary full-time positions then to** temporary full-time and, **then** part-time employees, and failing this to anyone else selected by the Region.

Any work which is a matter of emergency or urgency, which is not continuous with the employee's regular work day, shall be offered in accordance with Article 19.03. The Region will distribute overtime opportunities fairly among available qualified employees as set out in 19.01 e).

- ii) "Available", as it pertains to employees being available for overtime, throughout Article 19.01 shall be defined in accordance with Article 19.01 g) and within a reasonable time and distance. For the purposes of overtime distribution "qualified" in Article 19.01 shall be defined as any employee possessing the

necessary skill and ability to perform the work in a competent manner.

iii) Full-time Preference on Holiday

Full-time employees must be offered the available hours on a specified holiday before these available hours are offered to any part-time employees. However, if a sufficient number of qualified permanent full-time employees cannot be obtained, the Region shall then offer the available hours on the specified holiday to a part-time employee.

d) When Overtime Shall Not Apply

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) Application of Overtime in Region Operations – Selection, Rotation, Lists

The following general rules will apply in respect to the awarding of overtime in accordance with Article 19.01 c). Each operations section shall be governed by the principle covering that section as specified below. All overtime is subject to the ability of employees to meet qualifications of the classifications required. Overtime rotation lists will be made available to employees for review, by contacting their supervisor.

The following sections shall distribute overtime opportunities as follows:

1. Stores - Operations Centre - by rotation.  
- Transit - by rotation.

2. Doon Heritage Crossroads - by stand-by rotation on weekends, and by rotation during the week.

3. Water

i) Process/SCADA - rotated among qualified operators off schedule in accordance with need and qualifications.

Where the Region requires water sampling duties to be performed on overtime, once having tried to contact the Process/SCADA Operators as per this Article, the Region will contact the employees in the following classifications, in the order below:

a) Maintenance Operators, who are qualified to perform the work.

b) Water Quality Technician

As water sampling duties are similar among all three classifications, employees performing this work on an overtime basis will be paid as per article 19.01 a), according to the rate of pay for their classification.

ii) Field Maintenance - as on standby schedules, but hours in excess of those that can be worked by employees on standby are dealt with by rotation of available qualified permanent full-time employees.

4. Landfill

i) Cambridge and Waterloo shall be treated as two separate work sites.

ii) Transfer stations are covered off by either Cambridge or Waterloo sites as follows:

- Waterloo site includes Wellesley, Wilmot and Woolwich transfers stations

- Cambridge site includes the North Dumfries transfer station

iii) Overtime shall be distributed on a rotational basis within each landfill site (ie. Waterloo, Cambridge) amongst available full-time employees within each classification (ie. Scale Person, Spotter, Labourer, etc.)

If sufficient employees cannot be obtained at the site where the work is required, the work or overtime will then be offered on a rotational basis to other qualified employees at the site where the work is required.

If sufficient employees cannot be obtained, overtime will then be offered on a rotational basis in each classification at the other work site.

iv) Should an employee decline overtime opportunities outside their classification it will not be counted against the employee in their rotation.

## 5. Transportation Operations

i) The Roads and Traffic sections and the Airport shall be seen as three distinct operations.

### A) Traffic

- i) Selected classifications, i.e. Traffic Signal Maintenance staff and Traffic Signs Maintenance staff, are on stand-by which is rotational.
- ii) All other overtime is rotational.

### B) Roads

**The regular “operator” is the permanent full-time employee assigned to a route/vehicle.**

- i) **Canvassing**



Any canvassing for "operators" shall firstly be done in **their yard, then** section, then the division, then in the department, subject to qualifications. **An overtime opportunity that is immediately after a shift will first be offered to the permanent full-time employees on that shift.**

**On a “rotating basis” or “rotating basis according to the lists” shall be interpreted to mean the list of employees in the yard in order of seniority. The list shall be reset biannually (on the Sunday before November 15<sup>th</sup> and on the Sunday after April 8th of each year) and it shall commence again with the most senior employee and continuing to rotate to the bottom of the list.**

**An “overtime” list for employees wanting to be scheduled or called-in for overtime in other yards shall be made up biannually. The lists shall be composed of all of the employees in each yard. Overtime shall be offered on a on a rotating basis according to the lists for the yard(s).**

ii) **Specialty Vehicles**

For specialty vehicles, e.g. gradall, back-hoe, grader, vacuum sweeper; **the** regular operator will be called **or scheduled** first. Should the regular operator not be available, then the selection shall be made from the list of other qualified employees **on a rotating basis according to the list.**

iii) **Winter Operations**

**Full Call-in:**

When a full **call-in** coverage of plow or salt routes is required all regular operators shall be called first and should any of them not be available, the **alternate/wingperson** assigned to that particular vehicle or route shall be called and should any of

them not be available, then the selection shall be made on a rotating basis according to the yard.

**Partial Call-in:**

When a partial call-in coverage of plow or salt routes is required (ie. all operators are not required or a number of employees are already at work on their regular shift) **the regular operator(s) shall be called first and should they not be available then the alternate/wingperson shall be called, for the number of vehicles required. The selection shall be made on a rotating basis according to the yard.**

**Overtime lists shall be made up of those employees in each yard of those employees wanting to be called-in for overtime to other yards for winter operations. The list shall be signed before the commencement of winter operations. Overtime shall be offered on a rotating basis according to the lists.**

**iv) Overtime Call-in – Non Winter Operations (Formerly known as “Dead Dog List”)**

An “overtime” list shall be made up of those employees per operational yard (Heidelberg Yard, Philipsburg Yard, Central Yard and North Dumfries Yard) **wanting to be called-in** for overtime other than winter operations and specialty vehicles. Overtime shall be offered on a rotating basis according to the yard.

**v) Scheduled Overtime (Winter and Non Winter)**  
**Scheduled overtime within the operational yard (Heidelberg Yard, Philipsburg Yard, Central Yard and North Dumfries Yard) shall be made on a rotating basis according to the yard.**

C) Airport

- i) Overtime shall be rotated amongst full-time airport employees.

## 6. Mechanics

- i) Landfill - generally get Landfill equipment overtime.
- ii) Heavy Equipment - at Operations Centre go on stand-by for winter months (hours) and rotational all other times.
- iii) Light Mechanics - planned overtime and all are asked, and otherwise, according to rotation.

## 7. Facilities Maintenance & Operations

### a) Facilities Operations

i) Where the overtime is not continuous to an employee's work day, overtime will be offered first to available and qualified employees assigned to the facility on a rotational basis initially by seniority.

ii) Where a sufficient number of employees assigned to the facility cannot be obtained, overtime will then be offered to all available and qualified Facilities Operations employees on a rotational basis initially by seniority.

### b) Facilities Maintenance:

An overtime list shall be made annually of those Facilities Maintenance employees wishing to be called for overtime, other than stand-by. Overtime opportunities shall be offered on a rotational basis to the qualified by trade and available employees on the list initially by seniority.

### c) "Qualified" and "available" shall be defined in accordance

with Article 19.01 c) ii.

f) In any area of the Region's operations covered by this Collective Agreement where there is no specific provision set out in 19.01 e) for the distribution of overtime opportunities amongst employees in a particular work group, such overtime opportunities shall be distributed on a rotation basis to the qualified and available employees in the work group commencing initially by seniority.

g) When Employee Not Available for Overtime

Persons on sick leave of any duration (excluding family leave), or a combination of vacation and/or banked overtime that exceeds one day 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.

h) Overtime and Temporary Employees

Temporary full-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. The distribution of overtime shall be in accordance with article 19.01 e).

i) Banked Overtime

Employees may, at their option, accumulate overtime at the appropriate premium rate to a maximum of eighty (80) hours and it may be taken as paid time off at a time mutually agreed between the Region and the employee.

j) No Guarantee and No Pyramiding

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).

k) Overtime Grievances

During the course of the 1996 negotiations the Region and the Union discussed the high number of grievances arising out of the distribution of overtime. The Region and the Union negotiated new language in Article 19.01 c) setting out a rotational system of overtime distribution.

While the Region and the Union continue to share an expectation that the agreed language will greatly reduce the number of overtime grievances, the parties have agreed as follows:

Where the Union alleges through the filing of a grievance the Region has failed to call in the proper employee to perform the overtime, the Region will pay the employee in accordance with the premium provisions of the Collective Agreement. The employee shall not be required to work or otherwise make up any hours, or have their position on the overtime rotation changed or adjusted. The Region will pay the employee who should have been called to perform the overtime work only if that employee has grieved the lost opportunity. The Region will not pay any employee who was not actually missed for the overtime.

(l) Scheduled Overtime

If employees are scheduled to come into 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.

19.02 Shift Premium

a) Employees working the second (afternoon) shift or the third (night) shift will receive a shift premium for all hours worked while on said shifts. Shifts shall be defined as follows:

- i) afternoon shift - starting on or after 11:00 a.m. but before 9:00 p.m.; effective **January 1, 2010 – \$1.15 per hour; effective January 1, 2011 – \$1.20 per hour; January 1, 2012 – \$1.25 per hour.**

- ii) night shift - starting on or after 9:00 p.m. but before 4:00 a.m.; effective **January 1, 2010 – \$1.15 per hour; effective January 1, 2011 – \$1.20 per hour; January 1, 2012 – \$1.25 per hour.**
- b) On Saturdays and Sundays effective January 1, **2010 – \$1.25 per hour.**
- c) Shift premium shall not be paid regular Monday to Friday day shift hours. Shift premiums will not apply where the overtime premiums do apply. 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.

### 19.03 Call-in

- 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 from the time the employee is called into work.

Employees who are called into work 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 to work as soon as possible.

Call-ins shall be confined to matters of urgency or emergency that arise following the completion of the employee's regular shift.

- b) If employees are called by telephone, pager or any other means by a management person to discuss any work issue after having completed their regular shift and having gone home, they shall be paid a minimum of two (2) hours pay at the applicable overtime rate from the time the employee is called for each such call.

### Stand-by call

19.04a) i) Stand-by Rates

Authorized employees scheduled for "stand-by" call shall receive **two hundred (\$200.00)** dollars per week Friday to Friday effective January 1, **2010**; **two hundred and five (\$205.00)** dollars per week effective January 1, **2011**; **two hundred and ten (\$210.00)** effective January 1, **2012**; \$20.00 per day for any specified holiday occurring in the stand-by period; and, all employees called out on emergency calls will be paid a minimum of two (2) hours at the appropriate overtime rate.

- ii) Employees authorized for short term stand-by shall receive **twenty-eight dollars and fifty cents (\$28.50)** per authorized day effective January 1, **2010**; **twenty-nine dollars (\$29.00)** per day effective January 1, **2011**; **thirty dollars (\$30.00)** per day effective **January 1, 2012**; plus \$20.00 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.

iii) Stand-by – Rotation Procedure

The parties recognize that stand-by is utilized by the Region when employees are needed to respond to specific tasks and purposes that are unscheduled and urgent.

The following is the procedure for the rotation and distribution of stand-by shifts for all employees who are covered by this Collective Agreement where the Region deems stand-by is required.

- A) Where stand-by is required all year round:

The periods of "stand-by" shall be distributed relatively evenly amongst all of the qualified employees in the work unit on a rotation basis commencing initially with the most senior employee and ending with the least senior employee. After the most senior employee, the stand-by is then rotated to the next most senior

employee and so on until it reaches the least senior employee. The rotation is then rotated back to the most senior employee, and the rotation is repeated.

Stand-by is scheduled for a period of not more than one (1) week at a time, unless required to accommodate an absence, except in those areas where it is rotated daily. The annual stand-by schedule shall be posted **by March 31** of each year for the next 12 months (**April 1 to March 31**). Qualified employees within the work group and rotation schedule will be allowed to exchange stand-by periods provided they both agree to the exchange and the supervisor has approved the exchange. In the event of any failure of an employee to find coverage for their stand-by period, such period will remain the responsibility of the employee to whom it was originally assigned. Employees will not be allowed to abandon their stand-by period.

In the event of any vacancies or new hires within the particular group of employees who are scheduled on stand-by, the stand-by schedule will be amended accordingly taking into account any pre-approved absences. When such amendment is made to the stand-by schedule, every effort will be made by management to ensure that the amended stand-by rotation is distributed evenly amongst all of the employees.

Where employees on stand-by request vacation prior to **March 1** of any year and the requested vacation period includes all or part of their scheduled stand-by period, the supervisor shall re-assign the stand-by period to other employees on stand-by call in the group so that such stand-by assignments are rotated relatively evenly throughout the year.

Where employees on stand-by request vacation after **March 1** of any year and the requested vacation period includes all or part of their scheduled stand-by period, the employee will be responsible for arranging with another employee an exchange stand-by periods provided they both agree to the exchange and the designated supervisor has approved the exchange.



B) Where stand-by is required on a short term basis:

All required stand-by periods will be assigned to qualified employees in the work group by seniority preference. If no employee wishes to perform the standby, the employees shall be assigned to standby by reverse seniority.

All department or location stand-by procedures shall comply with this procedure.

“Qualified” shall be defined in accordance with article 19.01 c) ii.

Note: In the Roads area employees on stand-by will be used prior to using call-in.

b) Reporting while on Stand-by

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) Cell Phones and Reporting with Pager

Employees in positions where stand-by is required all year round as per article 19.04 a) iii) A) shall be supplied with a cell phone while assigned to stand-by in order to respond to stand-by calls. Employees on stand-by on a short term basis as per article 19.04 a) iii) B) shall be supplied with a pager for their stand-by period and any employee supplied with a 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.

e) Mechanics on Stand-by

A mechanic who is authorized for possible call-out 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.

19.05 Meal Allowance

A meal allowance of eleven dollars (\$11.00) effective January 1, 2007 is payable to an employee if they work:

a) three (3) or more hours continuous with the regular working day;

or

b) if an employee is called into work without at least eight (8) hours notice and they work five (5) or more continuous hours. A meal allowance will be paid for each additional five (5) continuous hours of overtime an employee works.

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.

Temporary Assignments

19.06 a) Rate of Pay

Permanent employees called upon to perform duties in a higher rated classification for less than half shift shall be paid at the rate of the higher classification for all hours actually worked. If the employee works

for more than half of the shift in the higher rated classification they will be paid at the rate of the higher rated classification for the whole shift. Should employees be assigned to a lower rated job, their rate of pay shall not be changed. This clause shall not be used to demote an employee for disciplinary purposes.

b) Holiday Pay while on Assignment

Employees shall be paid for the holiday according to the classification of the job they were performing on the working day immediately prior to said holiday.

c) Union Representatives

Union representatives as listed in Article 11.01 a) who have been temporarily assigned to perform duties in a higher rated classification and are subsequently required by the Region to attend a Union meeting or Health and Safety meeting, shall be paid at the higher rated classification for the whole of the shift.

d) Seniority Preference on Assignment

Where more than one employee is temporarily assigned to any job, the assignment shall be made on the basis of seniority so as to afford the senior employee preference of work assignment, location and shift. Where sufficient employees in the same classification cannot be obtained, temporary assignments will be offered on a seniority basis to other qualified, available employees at the site where work is available.

## **Article 20 - Absence From Work**

### 20.01 Notification

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 Provision and Payment of Medical Certificates

- 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 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.
- iii) Employees must notify their supervisor or manager 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.
- iv) In this Article, where the Region requests or requires an employee off on sick leave or W.S.I.B. to supply medical information for rehabilitation purposes, the Region agrees to reimburse the employee for the actual cost of such information to a maximum of \$75.00 per request.
- v) In this Article, where the Region requests or requires the employee to supply a medical certificate to verify any illness, and

where the employee incurs a cost for such medical certificate, the Region agrees to reimburse the employee for 50% of the cost of such certificate to a maximum of \$10.00.

### Illness During Vacation Period

- 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 Assistant CAO, Human Resources or designate 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).

### 20.03a) Referral to Medical Examiner

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.

20.03 b) Nothing restricts the right of the Region to have an employee, who is absent on account of illness, be examined by a medical examiner selected by the Region; however, the Region agrees to permit an employee to be examined by their own physician first, provided their own physician can supply the Region with the medical information requested within two (2) weeks of such request.

#### 20.04 Absences in Excess of 21 Calendar Days

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 prior to returning to full-time duties, if either of the situations in a) or b) following are evident:

- a) i) the absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days.
- ii) 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.
- b) the absence results from an accident, injury or incapacity to the body or any part thereof.

## 20.05 Details of Medical Certificate

The medical certificates required in Clause 20.04 must attest to the ability of the employee to return to their duties. Where there are any restrictions or limitations to an employee's ability to perform their full-time duties, the provisions of article 20.06 apply.

## 20.06 Rehabilitation and Modified Work and Modified Duties

It is the mutual desire of the parties to assist in the rehabilitation of temporarily or permanently ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

### a) Return to Work and Job Security

- i) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority.
- ii) Should an employee be capable of performing the essential duties of their former position, the Region shall return the employee to their former position. Should an employee not be capable of return to their former position, the Region and the Union shall jointly determine the suitable placement of any employees on sick leave, L.T.D. or W.S.I.B. who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification, provided the employee possesses the necessary skill and ability to perform the work in the position with a five (5) working day orientation period and no training.
- iii) The parties agree to make all reasonable efforts to find modified or suitable work within the bargaining unit. Where such work cannot be found, the parties agree to provide reasonable accommodation for the employee, in accordance with applicable legislation.

b) Modified Duties

i) 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.

ii) 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 which has been jointly determined to meet the capabilities and limitations, as established by the employee's attending physician(s) or examiner(s).

iii) 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.



c) Access to the Program

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.

d) Notification of Requests or Need for Modified or Suitable Work or Duties:

When an employee notifies his or her supervisor that they cannot return to their full duties or require modified duties and provides written medical information, the supervisor will report this to the Modified Work representative in Human Resources. Where an employee requires changes to the essential duties of their job, or to the terms and conditions of employment (as governed by the Collective Agreement) and/or to their hours of work, the Region shall advise the Union modified work representative. The parties agree that minor modifications (eg. lifting restrictions, minor movement limitations) will not require a meeting and may be discussed verbally by the parties.

e) The Modified Work Program Procedure

At the request of either party, the Region and the Union shall discuss and 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. When this request is made by either party, the Modified Work representatives of each party shall meet if required. The parties will reach agreement on the proposed modified work to be undertaken by the employee before the employee is required to begin such modified work, except where such agreement would delay the employee returning to work. In the case of permanent accommodation, 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. In all cases, the proposed modified work or duties shall be in accordance with the approval and medical

restrictions of the employee's attending physician(s) or examiner(s).

- 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 the affected employee and the Region. 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) or examiner(s).
- h) The employee will not be assigned to any overtime work during the modified work program unless such overtime work has been authorized by the attending employee's physician(s) or examiner(s).

### **Article 21 - Safety**

#### 21.01 a) **Employer and Employee Obligations**

The Region shall observe all accepted safety practices and Health and Safety Legislation, and provide at no cost to the employee all necessary safety clothing, devices or appliances that may be required for the protection of its employees. Employees will work in compliance with all applicable Health and Safety Legislation and all Regional safety policies/procedures unless a higher level of protection is afforded by this Agreement.

#### b) **Occupational Health and Safety Committee**

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. The parties

acknowledge that a Joint Health and Safety Committee can only be successful where everyone on the committee is committed to health and safety in the workplace. The parties agree to undertake to ensure the members of the committee operate in accordance with the full intent of the Occupational Health and Safety Act. Measures to protect workers from exposure to hazardous chemical, biological and physical agents shall be in accordance with current Ontario Ministry of Labour legislation, standards and guidelines or the American Conference of Governmental Industrial Hygienists guideline (T.L.V's or B.E.l's). The Region will adhere to whichever of the above mentioned affords the greatest level of protection for members of the bargaining unit.

c) Core Committee

The Region and the Union will seek to continue with other unions a Core Health & Safety Committee, the purpose of which is to exchange health and safety information and to coordinate the promotion of health and safety in the workplace. The members of the Committee will develop terms of reference suitable to all the parties. The Core Committee will meet two (2) times per year and will be comprised of the Co-chairs of the Joint Health and Safety Committees.

21.02 Workers' Compensation

a) Copy of Form 7

The Region shall provide the Union President with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety & Insurance Board (W.S.I.B).

b) Continuation of Sick Leave

In the event of an employee's absence due to sickness or injury, said employee will be eligible to receive benefits under the Region's sick leave plan until such time as their sick leave credits

are exhausted, regardless of the cause of the sickness or injury. Workers' Compensation payments shall be reimbursed to the sick leave plan if the Region receives the Workers' Compensation payments when the claim is approved.

c) i) WSIB Benefit Top Up

Where an employee is absent and in receipt of W.S.I.B benefits, the Region will make up the difference between compensation payments and their regular pay (wage top up), by debiting the employee's sick leave credits with one (1) hour for each such absence of their normal work days until such time as their sick leave credits are exhausted.

ii) Reduction of WSIB Benefits

Should the rate of W.S.I.B. benefits be reduced, the employee shall continue to receive full pay from the Region, subject to the provisions of Article 21.02b). The additional percentage of pay (wage top up) shall be made up by increasing the charge against the sick leave credits, an amount which shall be mutually agreed upon between the Region and the Union. The Region shall not seek to amend the current charge against the sick leave credits of one (1) hour per day unless the rate of compensation benefits is reduced below eighty-five (85%) of net pay.

d) Redirection of WSIB Payment to Region

It is understood that part b) and part c) are premised on the compensation payment coming directly to the Region. Should the compensation payment go directly to the employee for whatever reason, the foregoing will still apply, providing the employee turns the cheque over to Human Resources, uncashed, immediately upon receipt. Failure to turn the cheque over as required will result in an immediate cancellation of any withdrawals whatsoever from sick leave credits and the Region will not make up the difference as stated above, for the length of the instant claim.

e) Exhaustion of Sick Leave - Notice

The Region undertakes to notify an injured employee when their sick leave credits are nearing exhaustion and the Region will inform the Workplace Safety & Insurance Board (W.S.I.B) to re-direct compensation payments to the employee.

f) Continuation of Seniority

An employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all the benefits of this Agreement subject to the provisions of Clause 23.01.

g) Re-instatement of Employee

The Region 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 Region will apply the modified duties plan subject to the abilities of the injured employee and the work available.

h) Workplace Safety and Insurance Act Amendments

In the event that amendments to the Workplace Safety and Insurance Act are passed in the legislature, the parties will meet within thirty (30) days to discuss the impact of such amendments on employees.

21.03 The Region shall provide prescription safety glasses as provided in Clause 23.10.

21.04 Safety and Security of Employees

The Region recognizes that there are certain risks inherent in working alone. The Region will ensure that control measures are maintained to provide for the safety of employees, in consideration of the Joint Health and Safety Committee's recommendations.

## 21.05 Notifications of Incidents/Accidents

All incidents or accidents involving employees must be reported as prescribed by the Occupational Health and Safety Act. The Region agrees to advise the co-chairs of the Joint Health and Safety Committee in writing, of all incidents/accidents pertaining to their worksite in no later than ten (10) calendar days.

### Article 22 - Clothing & Equipment

- 22.01a) Employees are required to keep Regional clothing and footwear issues in good repair.
- b) Gloves shall be supplied for all employees when conditions require the use of gloves.
  - c) 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.
  - d) Rubber boots will be supplied when conditions require their use. Galoshes will be supplied. Rubber galoshes, buckled, with light felt type lining, will be issued for winter use, to be worn over the work shoes. Worn out boots and galoshes must be exchanged for new issues.
  - e) Coveralls will be supplied and laundered as required.
  - f) **Arc Flash wear shall be issued when required and be maintained by the employee. In the event the Arc Flash wear is worn out, the employee shall exchange it for a new issue.**

## 22.02 a) Clothing Issue and Point Formula

Regional employees will select their clothing issue using the Work

Clothing Order Form as outlined in Appendix B of this Agreement. All clothing ordered must be ordered in the approximant size of the employee. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal the current cost of the standard issue which is defined as:

- i) four (4) long sleeve cotton shirts, supplied once per year
- ii) three (3) pairs of pants (men's cotton), supplied once per year
- iii) one (1) jacket (twill lined), supplied once every two (2) years
- iv) one (1 ) parka (duck), supplied every 2 years

The resulting formula for establishing the total points allowed is the sum of the costs of items i) to iv) below.

- i) the current average cost of a long sleeve cotton shirt x 4.
- ii) plus the current average cost of one pair of pants (men's cotton) x 3.
- iii) plus the current average costs of one (1) jacket (twill lined) divided by 2
- iv) plus the current average cost of one (1) parka (duck) divided by 2

The total points will be amended from year to year, prior to the issuing of the clothing order forms, to reflect any cost changes to the items in the formula outlined above.

b) **Clothing Issue for 100% Cotton Group Employees**

**Regional employees who are required to wear 100% cotton clothing in the performance of their duties will be issued a total of two hundred sixty (260) points each year.**

- c) Unused points cannot be carried forward from year to year.

d) Order Form

Items listed on the Work Clothing Order Form (Appendix “B”) can be amended from time to time only by mutual agreement of the parties. The Region will endeavour to provide each employee with their Work Clothing Order Form no later than June 30<sup>th</sup> of each year.

e) Employees to Provide Personal Clothing

Employees who do not choose the standard issue will be responsible for providing their own clothing, at their own expense, in the approved colour (blue). Excessively worn, tattered or dirty clothing will not be permitted.

f) Clothing Required when Reporting

Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled overtime. “Reasonable” attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.

g) Clothing Issue Date

All clothing will be issued in the month of November of each year or as soon as possible thereafter.

### 22.03 Wearing of Short Pants

Short pants may only be worn between May 1st and Thanksgiving Day holiday weekend. The short pants will be of a reasonable length. As a guideline, approximately two to three inches above the knee would be considered reasonable. 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.



## 22.04 Safety Footwear

### a) Footwear Supplied

All employees, permanent full-time and temporary full-time, shall be supplied with footwear appropriate to their occupation (eg. oxfords, ankle boots, hi-cut boots, asphalt boots and rubber boots). This footwear will be issued for year-round use and will be replaced when worn out. Worn out footwear must be exchanged for new issues.

### b) Choice of Footwear

Permanent full-time employees can either remain with present safety footwear issue as outlined in a) above, or agree to get their own choice of footwear. The Region will issue two (2) purchase chits annually in the maximum amount of **\$125.00** effective **January 1, 2010** for each purchase chit; ( **\$130.00** effective **January 1, 2011**; **\$135.00** effective **January 1, 2012**) or, one purchase chit in the maximum amount of **\$250.00** effective **January 1, 2010**; **\$260.00** effective **January 1, 2011**; **\$270.00** effective **January 1, 2012**). Any costs above these amounts becomes the responsibility of the employee. Employees would be required to possess safety footwear in an acceptable and safe condition.

### c) Footwear Exceptions

Process/Scada Operators, and Scale Persons at the Cambridge and Waterloo Landfill sites, will be issued safety oxfords as well as safety boots, subject to the requirement that worn-out footwear must be exchanged for new issues.

## 22.05 Reimbursement on Termination

Employees who are issued clothing and/or safety boots 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 boots deducted from their pay.

## 22.06 Temporary full-time Employees

Temporary full-time employees will be allowed to select clothing items on the Clothing Order Form up to the value of 60% of the total points allowed to full-time employees. Temporary full-time employees will return any clothing issued to them in accordance with this article upon completion of their temporary employment.

## 22.07 Tool Allowance

Each Mechanic shall be paid a tool allowance of **\$930.00** per annum (**effective January 1, 2010**), (**\$950.00** per annum effective **January 1, 2011**), (**\$970.00** per annum effective **January 1, 2012**). Landfill Servicepersons shall be paid a tool allowance of 75% of the Mechanic's tool allowance per annum and Maintenance Specialist (Facilities) shall be paid a tool allowance of 60% of the Mechanic's tool allowance per annum.

For the Maintenance Specialist (Facilities) the Region shall supply power tools and testing equipment required to perform the work.

## 22.08 Work Clothing Committee

The Region and the Union shall maintain an ad hoc Work Clothing Committee composed of up to three (3) members of each party. The Committee shall be responsible for making recommendations to the Region and the Union, with a copy to the Union, on any changes in the items of clothing items on the list and issues of quality.

The Committee will meet each year no later than February 28 to review the work clothing issues. The committee will report their recommendations to the Region, with a copy to the Union, by the first week in June.

Any amendments to the Work Clothing Order Form (Appendix "B") will be in accordance with article 22.02 c) of the Collective Agreement.

## **Article 23 - Health & Welfare Benefits**

### **23.01 Employee Benefit Program**

The Region will pay one hundred percent (100%) towards the cost of the following benefits outlined in Articles 23.01, 23.02, 23.03, 23.04, 23.05, 23.06, which shall not be changed for the duration of this Collective Agreement and which must be read subject to the conditions of the carriers.

#### **Change of Carriers**

The Region may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect and provided the Region gives the Union at least forty-five (45) days written advance notice of the change along with the specific information detailing the coverage and conditions of the benefits to be provided by the new carrier. This does not apply to EHT or any plan mandated by law. If the Union advises the Region within twenty-one (21) days of such notice that it disputes that the coverage of any carrier is not equivalent to that required by the Collective Agreement, the dispute may be the subject of a grievance and arbitration. The Region's responsibility shall be limited solely to the proper payment of the premiums.

NOTICE: Under the terms and conditions of the benefit carrier, the benefit plan does not cover employees working beyond age 65. Therefore, employees working beyond age 65 are not covered by the benefits as outlined in article 23.

### **23.02a) Benefit Coverage – WSIB, LTD**

Benefit coverage, where applicable, will be maintained by the Region, subject to the provisions of Article 8.06, for employees absent on Workers' Compensation or Long Term Disability for thirty-six (36) months.

#### **b) Continuation of Benefits**

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 in excess of thirty (30) calendar days except for:

- an employee on maternity leave, to a maximum of seventeen (17) weeks,
- an employee on parental leave, to a maximum of thirty-five (35) weeks,
- an employee in receipt of LTD benefits,
- an employee on layoff, to a maximum of six (6) months, subject to the provisions of Article 8.06 c),
- an employee who is absent from work and has exhausted their sick leave, and who has submitted an application to the insurance carrier for LTD benefits up to the point where the carrier has made an initial adjudication of the LTD claim.

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 Region 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.

### 23.03 Benefits available:

- a) The benefits available under Sun Life plan # 82000-200 shall be set in Appendix F and shall not be changed during the term of the Collective Agreement except with the agreement of the Union.
- b) Ontario Health Insurance Plan (OHIP) or an equivalent or successor plan.
- c) Group Life Insurance Plan equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.

d) Extended Health Care Plan

Major Eligible Expenses Include:

LIMITS

- vision care **\$450** every 2 consecutive calendar years effective **January 1, 2010**.  
**\$475** every 2 consecutive calendar years effective **January 1, 2011**.  
**\$500** every 2 consecutive calendar years effective **January 1, 2012**.

Employees wishing to undergo laser eye surgery will be permitted to use the maximum entitlements noted above towards the cost of the eye surgery on the effective dates.

- semi-private hospital room
- out of Province emergency medical insurance (Medi-Connect)
- supplementary health care:
  - massage therapy 15 visits/calendar year
  - chiropractor \$1000.00/ calendar year
  - osteopath,  
naturopath,  
podiatrist \$250/calendar year  
for each discipline
  - psychologist \$750/calendar year
  - audiology test 1 test every three (3) years to a  
maximum of \$75.00

Note: the above services must be provided by registered practitioners.

As Prescribed by a Physician:

- prescription drugs:

Employees will be issued pay direct cards for the purchase of prescription drugs, covered by the present policy #82000-200. Along with the issuing of the cards, the parties agree to automatic substitution of generic prescription drugs for brand name prescription drugs, unless the brand name drug is prescribed by the physician, where generic substitutions are available. A pharmacy dispensing fee cap of \$10.99 per prescription shall apply on all prescriptions. (Effective April 1, 2004).

- private duty nursing by a registered nurse \$25,000/calendar year
- physiotherapist \$1000.00/calendar year
- speech language pathologist \$250/calendar year
- lab and x-ray exams
- wigs - chemo/radiation therapy \$500/life  
- alopecia \$350/calendar year
- trusses, braces, crutches, etc.  
blood, plasma, oxygen  
rental of iron lung, hospital bed,  
wheelchair, artificial eyes, limbs  
ambulance

As Prescribed by an Otolaryngologist:

- hearing aids \$2000 for each ear/3 years

As Prescribed by a Podiatrist or Physician:

- orthopaedic shoes \$150/calendar year

- e) Benefit coverage is continued for spouse of deceased employee for twelve (12) months.
- f) Deductibles of ten (\$10.00) dollars single and twenty (\$20.00) dollars family will apply, with 100% being paid after the deductible is satisfied. Human Resources Development Canada (formerly the Unemployment Insurance Commission) allows the employer a credit against Employment Insurance premiums because of the Region's sick leave plan, and it has been agreed that this credit, as it applies 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.

#### 23.04 Long Term Disability Plan

- a) The Long-Term Disability plan pays seventy (70%) percent of an employee's gross monthly salary if they are incapable of performing their normal work because of illness etc., after a seventeen (17) week (119 calendar days) waiting period or when the employee's sick leave credits are exhausted, whichever is the greater.
- b) Should an employee **approved for or in receipt of LTD** exhaust all of their sick leave credits while serving the required waiting period for L.T.D. benefits, they shall be given an advance of 64 hours of sick leave credits upon their return to work.

#### 23.05 Dental Plan

- a) The Region will 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.
- b) 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 calendar year.

c) Orthodontic Plan

The Region shall provide a rider to the plan to provide for orthodontic services to a lifetime maximum of \$2500.00 with fifty (50%) percent of the cost of the treatment paid by the employee and the remainder provided by the plan.

23.06 Accidental Death and Dismemberment Insurance

Insurance equivalent to two (2) times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.

23.07 Sick Leave Plan

a) Permanent full-time employees shall be entitled to paid sick leave as provided by the Region's By-law #98-026. By-law #98-026 provides for accumulation of sick leave credits at the rate of one and one half (1 1/2) days per month of completed service.

b) Service does not include unpaid leave of absence exceeding thirty (30) calendar days.

Absences due to maternity or parental leaves are not considered unpaid leave of absences for the purposes of the by-law. The maximum absence for maternity leaves is seventeen (17) weeks, and the maximum for parental leave is thirty-five (35) weeks.

c) Service for all purposes in the by-law shall commence from the date of last hire as a full-time employee.

d) 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.



- e) Medical certificates are required to authenticate absences in certain circumstances and may be required in others as specified in the By-law.
- f) Without restricting the right of the Region to manage attendance, no employee shall be denied the use of their accumulated sick leave, if they have any sick leave credits remaining in their sick leave bank. 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).
- g) 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.
- h)
  - i) On termination due to death or early or normal retirement, one half (1/2) of the employee's accumulated sick credits are paid out, to a maximum of one half (1/2) a years pay.
  - ii) On termination for any other cause, after five (5) years service, one half (1/2) of the employee's accumulated sick credits are paid out, to a maximum of one half (1/2) a year's pay.

#### 23.08 Employee's Pension Plan

All permanent full-time employees must participate in the Ontario Municipal Employees Retirement System Plan (OMERS), and in addition the Region will provide at the Region'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 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.

## 23.09 Retirees Benefits

Permanent full-time employees who retire on an early Ontario Municipal Employees Retirement System (OMERS) pension, or who are receiving LTD after attaining age 55, but before attaining age 65, are subject to all the following mandatory conditions:

- a) Benefits available:
  - Ontario Hospital Insurance Plan (and always subject to Provincial regulations).
  - Extended Health and Supplementary benefits
  - Dental
  - Life Insurance of two times the OMERS annual pension, rounded to the next even thousand dollars that is higher.
  - Accidental Death and Dismemberment of two times the OMERS annual pension, rounded to the next even thousand dollars that is higher.
- b) Coverage other than OHIP, shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of CUPE Local 1656.
- c) Unless the Region is notified in writing to the contrary before the retiree's retirement date, the retiree will be automatically enrolled in the applicable benefits.
- d) Retirees cannot elect a choice of benefits. All benefits must be taken as offered.
- e) All benefits will cease effective:
  - i) the last day of the month in which the retiree attains age 65,  
or;
  - ii) in the case of the retiree's death:
    - a) re-employment of their spouse

- b) re-marriage/or common law relationship entered into by their spouse
- c) the last day of the month in which the retiree would have attained age 65.

#### 23.10 Prescription Safety Glasses

The Regional Municipality of Waterloo will pay up to a maximum of **two hundred (\$200.00)** dollars (single vision) and **two hundred and fifty (\$250.00)** dollars (bi-focals), towards the purchase price of a pair of prescription safety eye glasses, subject to the following conditions:

- i) Where documented medical requirement in writing from an Ophthalmologist would raise the cost of the basic package for an employee, the Region would cover the extra cost on an individual employee basis.
- ii) Completed requisitions must be approved by the supervisor and a copy of the requisition with the original receipt forwarded to Corporate Health and Safety.
- iii) The employee for whom the prescription safety eye glasses are purchased, will pay to the Regional Municipality of Waterloo by means of payroll deduction, any extra cost in excess of the current maximums.
- iv) Replacement will only be as authorized by the appropriate supervisor and Corporate Health & Safety Section however, under no circumstance will the Region participate in the above costs more often than once in any twelve (12) calendar month period.
- v) The cost of these glasses would be in addition to any glasses obtained through the vision care benefits contained in the Region's major medical program.

The Region's carrier has agreed that they will consider for payment under the Region's major medical program, costs that an employee paid for prescription safety glasses over and above the maximums provided for, and with the following conditions:

a) Employees have not reached their vision maximum through another purchase i.e. within the two year period, the major medical program maximum cannot be exceeded.

b) The safety glasses must be prescription glasses. Old non-approved safety frames cannot be refitted with new prescription safety lenses.

c) The Region is to send in a photo copy of the receipt, as well as indicating their payment to the employee.

d) The employee's coverage is in effect on the date the expense is incurred.

vi) The program will be co-ordinated by the Corporate Health and Safety.

#### 23.11 Temporary Employee Payment in Lieu of Benefits

Temporary employees will receive twelve (12%) percent in lieu of the Health and Welfare benefits provided in Article 23.

#### 23.12 Provision of Benefits In Event of Strike or Lockout

The Union may request in writing during the term of a Collective Agreement the cost to the Region of the benefits under Articles 23.02 a) formerly 23.01, 23.03, 23.05, 23.06, 23.10, following which the Region will provide the Union with the costs to the Region of the benefits catergorized into single and family coverage.

The parties have agreed to provide each with at least three (3) working days written notice of any legal strike or legal lockout action. Where the Union has provided the Region with at least three (3) working days

notice of any legal strike and undertakes to reimburse the Region for the continuation of the benefits set out above, the Region shall invoice the Union and accept payment from the Union on a bi-weekly basis in advance of the period to be covered and shall ensure that such benefits are continued as provided for as long as the payment continues. Any dispute concerning the continuation of benefits during a legal strike or lockout shall be a matter for a policy grievance and may be referred to arbitration. An arbitrator shall have jurisdiction to hear any grievance concerning this Article.

### 23.13 Joint Benefits Review Committee

The parties agree to establish a Joint Benefits Review Committee to be effective from the signing date of this Collective Agreement. The terms of reference are set out below.

#### Purpose:

The purpose of this committee is to facilitate communication between the Employer and CUPE Local 1656 on employee benefits as set out in Article 23 of the Collective Agreement and the Master Benefit Documents as it pertains to CUPE Local 1656. In addition, the committee will consider the connection between employee benefits and wellness.

It is understood that the cost sharing arrangements, if any, and the benefits provided, are those set out in the current Collective Agreement and shall not be the subject of discussion. The matters for consideration by this committee shall be only as set out in these terms of reference.

#### Composition of Committee:

The committee shall be composed of an equal number of representatives from the Employer and Union, with not more than six (6) representatives in total. Each party may be accompanied by a representative to provide technical advice and counsel, provided advance notice is given.

#### Duties of the Committee:

The duties of the committee shall consist of the following:

1. Review the benefit plan and entitlements covered by Article 23.
2. Review the utilization and costs of the Employee Benefit Plan as it pertains to CUPE Local 1656.
3. Review any contentious claims and recommendations thereon when such problems with the claims have not been resolved through the existing administrative procedures.
4. While reviewing the utilization of the Employee Benefit Plan as it pertains to CUPE Local 1656 during the life of this Collective Agreement, consideration will be given to the wellness of the employees belonging to CUPE Local 1656.

#### Experience Review:

The committee will meet on an annual basis, or as required, to perform the duties of the committee.

#### Meetings:

All time spent in committee meetings is considered work time. Minutes of the meetings shall be kept by members of the committee on an agreed format and shall be rotated amongst members of the committee. Such minutes shall be approved as accurate by both parties before distribution to the committee.

#### Privacy:

All information discussed at the Joint Benefits Review Committee is subject to privacy restrictions at law.

## **Article 24 – Wages, Compensation and Reimbursement**

24.01 Attached to this Agreement and forming part hereof shall be Appendix "A" setting out job classifications, job grades and wage rates, and premiums.

### 24.02 Tools Coverage Policy

The Region 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 Region, annually or more often as required, with a list of their tools, and said list shall be subject to audit at any time.

### 24.03 Mileage

a) Authorized employees who use their personal automobile in the performance of their duties will receive forty two (42) for each authorized kilometre and amended from time to time as per Regional Policy.

b) Mileage will be paid for temporary reassignment as follows:

That the Region will pay only for any necessary extra miles driven, if the distance between an employee's residence and their temporary reporting centre is greater than the distance between an employee's residence and their regular reporting centre.

c) The Region will only pay mileage for the first thirty-one (31) calendar days of any reassignment. If at the direction of a Supervisor or Assistant Manager, the thirty-one (31) calendar day period is broken by more than five (5) working days, then the thirty-one (31) calendar day period recommences.

- d) No mileage will be paid for reassignment resulting from a successful bid on a posted job.

#### 24.04 Employee Licences

- a) The cost of a tradespersons' licences and propane installation/servicing licences will be reimbursed by the Region upon submission of the required proof of payment by the tradesperson.
- b) The Region will pay the cost of a "Z" endorsement to the driver's licence of employees who require such endorsement in order to perform their job.
- c) If an employee, in order to perform the current duties, is required by the Region or provincial statute, regulation to be tested to obtain or maintain their driver's licence above a Class G, the Region shall allow the employee the use of an appropriate Region vehicle for a required road test with five (5) days advance notice.

#### 24.05 Taxable Benefit – Employee Use of a Regional Vehicle

**Where the Region requires employees to take a Regional vehicle home for stand-by or to respond to multiple locations that result in an additional taxable benefit for the employee, the Region will pay the employee an amount equivalent to the additional income tax applicable to the taxable benefit.**

### Article 25 – Ontario Works

25.01 The Region of Waterloo agrees that the following principle in the Region's Ontario Works Business Plan, as approved by Region Council, will be honoured within the scope of the C.U.P.E. Local 1656 bargaining unit:

Workfare shall not be a substitute for paid employment or lead to the displacement of paid workers.



Furthermore, the parties recognize that the Region of Waterloo's Ontario Works Business Plan or its successor or similar plan will not be used to displace or replace any paid work of full-time, part-time employees, or students or volunteers, if any. The Region agrees that Ontario Works' clients/placements shall not be placed into any position that is covered in whole or part by Article 2.01 where any position has been vacated by retirement, resignation, promotion, technological or organizational change, or layoff.

## **Article 26 - Definitions of Employees**

### 26.01a) Probationary Employees

A probationary employee is one who has not completed:

- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6, 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, or
- ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10, but who will be appointed to the permanent full-time staff upon the completion of four (4) months of continuous full-time service or eighty (80) actual days worked whichever is the greater.

### b) Permanent Full-time Employees

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, or who are regularly employed more than twenty-four (24) hours per week.

### c) Temporary Full-time Employees

- i) A temporary full-time employee is one who has been hired to work the regular number of hours in the hiring department for:
1. A specified period of time of six (6) continuous months or less or,
  2. As replacements for employees absent due to illness or injury or leaves of absence under this Collective Agreement for the duration of the absence, or
  3. A period of up to fifty-two (52) weeks to replace an employee on pregnancy, parental or adoption leave for the duration of the leave.
- ii) Any employee retained for a period of more than six (6) continuous months, or as provided above in items 2 and 3, 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.
- iii) Temporary full-time employees transferring to permanent full-time positions will have all of their accumulated temporary service acquired since their last starting date, counted toward their seniority after the completion of their probationary period.
- iv) Temporary full-time employees shall receive all rights, privileges and benefits of the Collective Agreement unless expressly excluded in this Agreement and with the exception of the following articles:
- Article 8 in its entirety
  - Article 12 only as it pertains to the termination of temporary employment for any reason
  - Article 13 only as it pertains to discharge for any reason.

- Article 14 only as it pertains to temporary employees or the Union shall not grieve and forward to arbitration any grievances that pertain to the termination of temporary employment for any reason
- Article 16, except article 16.09 will apply
- Article 22, except article 22.02 d), 22.02 e), 22.03, 22.04 a) and 22.06 will apply
- Article 23, except article 23.11 will apply
- **Article 24.04 a) and b)**
- **Article 29.01**
- Appendix "C" – Prepaid Leave Policy

v) No permanent employee shall be laid off from work as a result of the Region hiring or retaining temporary full-time employees.

d) Part-time Employees

A part-time employee is one who has not been regularly employed for more than twenty-four (24) hours per week.

e) Students

Students, as referred to in Article 2.01, shall be defined throughout this Agreement as persons registered in full-time attendance at either a secondary school or post secondary educational institution. Students may only be employed by the Region for the "summer term" from May 1 to the Friday before Labour Day in any year, except as otherwise mutually agreed in writing between the parties.

The only equipment students will be permitted to operate is small equipment as defined in Appendix A.

**Article 27 – General Conditions and Benefits**

27.01 The Collective Agreement shall be printed in a form mutually agreed to between the parties.

27.02 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.

27.03 Employee 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.

27.04 Appendices A, B, C D and F shall form part of this Agreement.

27.05 Management Title Change

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.

27.06 Driver's Licence Suspension

- a) If an employee, who is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, loses their driver's licence and/or is otherwise prohibited from operating a vehicle, they must immediately advise their supervisor.
- b) When an employee loses their licence and is therefore unable to perform the essential duties of their job, they shall be given a layoff, subject to d) below for the same period of time they are without their driver's licence and/or prohibited from driving.
- c) When their licence is restored they shall advise the Region and shall be recalled to work.

- d) The employee will not be laid off from work where:
- i) the employee can secure another form of transportation at their own expense, and continue to perform the essential duties of their job.
  - ii) where a driver's licence is not an essential part of the employee's job and the employee can be assigned to a vacant non-driving position or classification.
  - iii) it is possible for the employee to change jobs with another employee in the bargaining unit. The change of jobs must be voluntary on the part of both employees and each employee must have the necessary skill and ability to perform the work of the job they are assuming with a five day orientation period, but without training. Employees making such exchange shall be paid the rate of pay for the jobs they perform. At the end of the period of licence suspension or prohibition both employees shall return to their former jobs.
  - iv) there is a vacant position that the employee has the skill and ability to perform with a five day orientation period but without training. The employee shall be paid the rate of the job. At the end of the period of licence suspension the employee shall return to their former job.
- e) Arrangements where-by an employee changes jobs with another employee, or takes a vacant position, are subject to the approval of the supervisor(s) involved and the provisions of Article 9.03 of this Agreement shall not apply. Any and all other requirements of the Collective Agreement that would be applicable in such situations, will continue to apply.
- f) An employee as set out in Article 27.06 a), who loses their licence by suspension, or is prohibited from driving for a second time as the result of the decision of a court or tribunal for reasons not related to drugs or alcohol, and is therefore unable to perform the essential duties of their job, shall be treated in accordance with 27.06 d). Notwithstanding the above, an employee who can restore their licence but choose not to, will not be permitted to avail themselves of 27.06 d).

- g) Where an employee has their licence suspended prior to the disposition of any alleged offence by a court or tribunal, the Region will regard any subsequent loss of licence or prohibition from driving as a single suspension.

27.07 Council Documents

The Region agrees that one copy of all Committee and Council meeting agendas and attached documents released to the public will be forwarded to the Recording Secretary of the Union (for use by the full-time and part-time units of Local 1656) by the Regional Clerks Division at the same time they are delivered to members of Committee or Council. This will be provided at no cost to the Union.

27.08 Advance Notice – New and Changed Corporate Human Resources Policies:

The Region will make every effort to advise the Union in writing no less than thirty (30) days in advance of the introduction, implementation, the revision or updating of any Corporate Human Resources policies, procedures or regulations that apply to members of the bargaining unit before such rules become effective for employees. The Region shall provide a copy of such policies at the time of notification to the Union.

**Article 28 - Technological Change**

28.01 Definition

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 (eg. position declared redundant, wage rate goes up or down) of one or more employees.

28.02 Notice and Information

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 sixty (60) days in advance of the introduction of the change, the Region shall provide the Union with an outline of the change. The Region shall provide the Union with regular information updates.

### 28.03 Details of Notice

The notice and outline in 29.02 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.

### 28.04 Placement Options

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 skills and ability;
- b) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period and no training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification.
- c) training, at the Region's expense, for a period of time not to exceed 200 hours over a four (4) month period, 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.

### 28.05 No New Hiring

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 29 - Performance Appraisals**

29.01 The Region's performance appraisal system provides a framework for positive and constructive communication between an employee and their supervisor regarding the employees' job performance. When the supervisor intends to conduct a performance appraisal meeting with an employee, the supervisor shall give the employee at least five (5) working days notice. Performance appraisal meetings shall be attended only by the supervisor and the employee.

The employee shall be given a copy of any performance appraisal before the employee is required to sign it and before it is placed in the employee's file. The employee shall have the opportunity to respond in writing to any of the supervisor's comments and such response shall form part of the performance appraisal. Job expectations and goals for the upcoming year may be discussed, but the employee shall not be required to make or sign any undertaking regarding the employee's future work performance.

The content of the performance appraisal shall not be used as the basis for discipline and shall not be used when an employee is being considered for a job posting, or to adversely affect the employee's promotional opportunities.

29.02 The parties agree to use the Performance Appraisal Form dated October 1999. (Appendix E) This form can only be changed through the mutual agreement of the parties.

## **Article 30 – Contracting Out, Amalgamation, Contractors**

30.01 Notwithstanding the Region's rights as set out in Article 2.03, the parties agree as follows

### **1. CONTRACTING OUT - NOTICE AND INFORMATION TO THE UNION:**

At least forty-five (45) days before Region management makes a recommendation to any Committee of Council (eg. Engineering, Finance,



etc.) to contract out or retender any present contract for work or services that could be performed by employees in the bargaining unit;

- a) The Region shall advise the Union as soon as possible.
- b) The Region shall make available to the Union any relevant information in its possession at the time of the request, or which it can reasonably obtain, that may be required by the Union to evaluate the work to be undertaken or tendered.
- c) The Region shall meet with the Union to discuss the details of the work or service to be undertaken or re-tendered in order to afford the Union an opportunity to make a presentation to the relevant Committee or to Council and prior to the Region placing any advertisement or calling for expressions of interest or tenders.

## 2. MERGER AND AMALGAMATION:

- a) Should the Region plan to merge, amalgamate or combine any of its operations or functions with another municipal employer or private sector employer or transfer any of its operations or functions to another municipal employer or private sector employer, the Region will contact the Union as soon as possible.

The Region agrees to give as much advance notice as is reasonably possible of any assumption of work previously done by any 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.

The Region and Union representatives will, without delay, meet to discuss the Region's plan. The parties will meet with the new municipal employer(s) or private sector employer in order to attempt to resolve the retention of seniority rights, salary and wage levels, vacation and premiums, for each employee who may be transferred to the other municipal employer or private sector employer.

- b) The Region will make best efforts to work with the Human Resources departments of all affected municipalities to reduce adverse organizational and administrative impact to the greatest extent possible on affected employees. The Region will ensure that the Union is informed of its best efforts on a regular basis.
- c) In the event an employee in this bargaining unit in the Region of Waterloo is displaced (i.e. laid-off) as a result of an amalgamation or merger, the individual shall have the following options:
  - i) placement in any vacant position within the bargaining unit for which the employee possesses the skills and ability;
  - ii) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period and no training as defined in Article 8.03 a)i). Employees shall be allowed to bump to a higher paid classification.
  - iii) training, at the Region's expense, for a period of time not to exceed 500 hours over a six month period, to provide the employee with the skills required to fill an existing vacancy of equal or lesser classification. This training option will remain available for twelve (12) months following the day of lay off.

No employee shall be hired into the bargaining unit by the Region until all qualified employees who are on lay off due to the amalgamation or merger have been notified and considered for the vacancy in accordance with Article 8.06.

### 3. CONTRACTORS AND REGION SHOP RATE:

No private contractor contracted to provide services to the Region will use any Region facility, materials equipment or services without considering the cost for such service at the rate used by the Region to determine its shop rate. The Region shall provide, upon request to the Union, verification that such cost was considered in awarding the contract.

## Article 31 - Term of Agreement

### 31.01 Term of Agreement

This Agreement shall become effective from **January 1, 2010** and shall remain in force until **December 31, 2012**, 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 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. In the event that notice of such proposed revision is given, negotiations shall commence and the parties shall meet and exchange proposals no later than ten (10) working days after the giving of notice of revision or within such further period as the parties agree upon.

In witness whereof the parties hereto have executed this Collective Agreement on this 17th day of February 2010, at Waterloo, Ontario.

The Canadian Union of Public  
Employees, Local 1656

The Regional Municipality of  
Waterloo

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Regional Chair

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Regional Clerk

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Commissioner, Human  
Resources

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Director Employee Relations

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
CUPE Representative



## APPENDIX A

POSITION TITLE	POSITION #	JAN.1, 2010	JAN. 1, 2011	JAN.1, 2012
GRADE 2				
Custodian (Heritage)	R00634	20.71	21.18	21.66
Custodian (WRH)	R01011			
General Labourer (Fleet)	R01024			
Landfill Spotter	R00545			
Mtce Operator (Waste Mgmt)	R00541			
GRADE 3				
Airport Mtce Operator	R00679	21.93	22.42	22.92
Assistant Signmaker	R00554			
Mtce Operator (Recycling)	R00813			
GRADE 4				
Airport Mtce Operator II	R01238	23.13	23.65	24.18
Driver, Chemical Delivery (Water)	R01126			
Roads Equipment OP (Medium)	R00544			
Scalesperson	R00548			
Stockkeeper (Materials Mgmt)	R00547			
Stockkeeper (Transit)	R00893			
GRADE 5		24.38	24.93	25.49
Fac Maintainer (Heritage)	R00557			
Facilities Maintainer (WRH)	R01000			
Fleet Service Person, Landfill	R00552			
Heavy Equipment Operator (Composting)	R00756			
Heavy Equipment Operator (Waste Mgmt)	R00558			
Lead Hand (Materials Mgmt)	R01242			
Lead Hand (Waterloo Scales)	R00795			
Roads Equipment Operator (Grader)	R00555			
Roads Equipment Operator (Gradall)	R00559			
Roads Equipment Operator (Heavy)	R00549			
Roads Equipment Operator (Sweeper)	R00593			

POSITION TITLE	POSITION #	JAN. 1, 2010	JAN. 1, 2011	JAN. 1, 2012
<b>GRADE 6</b>				
Airfield Maintenance Specialist	R00711	25.58	26.16	26.75
Lead Hand Stock (Transit)	R00894			
Sign Maintainer				
System Mtce Operator (Water)	R00594			
Traffic Equipment Operator (Centre Liner)	R00565 R00560			
Traffic Equipment Operator (Zone Painter)	R00550			
POSITION TITLE	POSITION #	JAN. 1, 2010	JAN. 1, 2011	JAN. 1, 2012
<b>GRADE 7</b>				
Building Operator (Facilities)	R00577	28.01	28.64	29.28
Fleet Technician, Heavy	R00576			
Fleet Technician, Light	R00575			
Lead Hand Airfld Mtce Spec	R01213			
Lead Hand – Mtce (Heritage)	R00590			
Lead Hand (Road Markings)	R00583			
Lead Hand (Roads)	R00837			
Lead Hand (Sign Mtce)	R01025			
Maintenance Cabinetmaker (Facilities)	R01204			
Maintenance Carpenter (Facilities)	R01201			
Maintenance Electrician (Facilities)	R01202			
Maintenance HVAC/Operator (Facilities)	R01205			
Maintenance Plumber (Facilities)	R01206			
Maintenance Plumber (WRH)	R01286			
Signal Maintainer	R00570			
Signmaker	R00556			
POSITION TITLE	POSITION #			
<b>GRADE 8</b>				
Control Systems Specialist	R01216	29.22	29.88	30.55
Lead Hand – Fleet Technician (Light)	R00665			
Lead Hand – Maintenance (Facilities)	R00591			

Lead Hand (Waste Mgmt) Maintenance Electrician (Water) Maintenance Plumber/HVAC  * Process/SCADA Operator Water	R00771 R00581  R01207  R00561			
GRADE 9  Chief Building Operator (FAC) Instrmnt & Control Tech (Water) Lead Hand Electrical (Water) Lead Hand – Fleet Technician (Heavy) Lead Hand – Fleet Technician (Landfill) Mtce Mechanic/Mill Wrig (Water) Signal Technician  * Lead Hand (Process/SCADA&Wat Qty)	R00578 R00574  R01219 R00664  R00673  R00582  R00573  R01196	30.45	31.14	31.84
GRADE 10 Lead Hand Instr&Cntl (Wtr) Lead Hand – Traffic Signals Lead Hand – Mtce Mech/Mill Wrih	R01218 R01026 R01317	31.66	32.37	33.10

\* Market Adjustment SCADA rates:

Lead Hand Process/SCADA

Jan 1, 2010	Jan 1, 2011	Jan 1, 2012
\$32.22	\$32.92	\$33.63

Process/SCADA Operator Water rates:

	Jan 1, 2010	Jan 1, 2011	Jan 1, 2012
OIT/Level 1/Level 2	\$27.80	\$28.43	\$29.07
Level 3	\$29.38	\$30.04	\$30.72
Level 4	\$30.97	\$31.67	\$32.38

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 licenced class "A" mechanics.

2. The definition of "heavy equipment" shall be at the sole discretion of the Manager, Fleet Services.
3. Mechanics shall qualify for the differential only while employed as Mechanics performing Heavy Equipment Maintenance.

### Special Notes

#### 1. Lead Hands:

##### a. Temporary Lead Hands:

i) Where the Region determines that there is a need to fill a temporary vacancy created by a regular lead hand absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, the provisions of 9.03 of the Collective agreement shall apply.

ii) Where the Region determines that there is a need to assign an employee as a temporary lead hand (i.e. not filling a vacancy but as an addition to the complement of regular lead hands in a regular lead hand classification), the provisions of article 19.06 shall apply.

**iii) Where the Region determines that there is a need to assign a temporary lead hand in addition to the complement of regular lead hands for the full winter operations season, such position shall be posted in the Transportation Operations Section and filled by qualified employees from winter operations in accordance with Article 9.01.**

##### b) Regular Lead Hands

The Region may, from time to time, create or eliminate Regular Lead Hand positions. The Region will give the Union eight (8) weeks notice if a Regular Lead Hand position is to be created or eliminated.

#### 2. Landfill Mechanic Premium



Employees who may be temporarily assigned to assist the Mechanic while working on landfill equipment and have direct and regular contact with refuse material shall receive fifty (50) cents per hour while so working. Washing time shall be excluded. The Landfill Service person and the Lead Hand Heavy Equipment Mechanic (Landfill) will not receive this premium as these conditions have been rated through the job evaluation process as part of the job rate. The intent of this clause is to provide a premium to employees who have direct contact with refuse on a temporary basis.

### 3. Landfill Premium

Employees who may be temporarily assigned to duties at the landfill sites and have direct contact with refuse material, will be paid an additional premium of forty (40) cents per hour, for each and every hour these employees work on the landfill sites and are in direct contact with refuse material. Maintenance Operators (Waste Mgmt), Maintenance Operators (Recycling), Landfill Spotters, Scalepersons, Heavy Equipment Operators (Composting), and Heavy Equipment Operators (Waste Mgmt) who permanently work on the landfill sites and the transfer stations and have direct contact with refuse material will not receive this premium as these conditions have been rated through the job evaluation process as part of the job rate. The intent of this clause is to provide a premium to employees who have direct contact with refuse on a temporary basis.

### 4. Flagging

Employees when flagging, shall receive an extra fifty (50) cents per hour.

### 5. Temporary and Probationary Employee Rates of Pay

Temporary full-time employees and probationary employees will receive five (5%) percent less than the regular permanent rate of the classification they are employed in, until the completion of:

i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades

1 to 6.

ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

The five (5%) percent rate reduction will not apply to the Scada/Process Operator rates as shown in Appendix "A".

New employees hired into the classifications of Process/Scada Operators and Maintenance Operators without related experience will progress through the range based on time in and not attainment of certification. New incumbents with recent related experience will be placed on the wage scale accordingly.

## 6. Definition of Small Equipment

The following list is understood and agreed regarding a partial listing of small equipment that qualifies for the Operator rate of pay as set out in Appendix "A" of the Collective Agreement.

- i) a) Groundskeeping Equipment
    - handmowers
    - riding mowers (grass and snow)
    - grass trimmers
    - chain saw
    - lawn roller
  - b) Vans, pick-ups and cars
  - c) Water pumps
  - d) Small weed sprayer
  - e) Generators and small compressors
  - f) Compaction equipment (walk behind style)
  - g) Post hole digger (hand held)
- ii) That the above list is not considered to be all inclusive and discussions will take place where misunderstanding occurs on other items.

## 7. Job Creation, Employment Development Etc. - Programs

Employees hired in these programs will receive fifteen (15%) percent less than the start rate for the classifications they are hired into or assigned.

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.
- ii) That the work to be done, where possible will be over and above normal scheduled work.
- iii) That these employees would be considered as temporary full-time employees under the Collective Agreement and paying union dues.
- iv) That following requirements of the Collective Agreement they would not get any benefits other than a vacation percentage, for any period of temporary employment of less than six months.
- v) That all necessary personal safety equipment will be issued as required however, this does not include uniforms and/or clothing, which will not be issued.

Appendix "B"

REGION OF WATERLOO

EMPLOYEE CLOTHING POINT SUMMARY SHEET - 2010

Employee Name: \_\_\_\_\_

	Points Sub-Total
Unisync Group Ltd.	
Stores Order Form	
1st Impressions Corporate and Sports Wear Inc.	
Environmental Safety Products (ESP)	
Mark's Work Wearhouse	
<b>Points - Total</b>	

Temporary Full-Time Employees in CUPE Local 1656 (Full-Time Unit)

Temporary Full-Time Clothes Allotment - 2009-2010	
Category of Articles	Article Description
Pants	1930-02 (Old #10010-60) Finished Leg
Sweatshirt	3722-02 (Old #23520-60) Hooded
T-Shirt	3695-02 (Old #23102-60) Cotton/Pocket
Parkas	M185-02 (Old # 35810-60 & 35290-60) Commander
<b>Total Points</b>	

\*Employees may opt for the insulated vest V127-02 (Old #76290-60) instead of the sweatshirt. The vest costs 38 points for 2009-2010, 1

CUPE Local 1656: Full time = 233, Full time 100% Cotton Group = 260, Part-Time= 140, Temporary Fulltime = 133

CAW Local 1106: 6 Shirts, 6 Pants, 1 Jacket, 1 Winter Parka, 1 Winter Cap for new employees. Replaced as needed (see Art. 23.02a).

\* All Jobs listed below must wear 100% cotton clothing when performing their work. Check where applicable.

- |                                                                    |                                                                          |
|--------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Airfield Maintenance Specialist           | <input type="checkbox"/> Lead Hand (Traffic Signals)                     |
| <input type="checkbox"/> Building Operator (Facilities)            | <input type="checkbox"/> Lead Hand Maintenance (Facilities/Water)        |
| <input type="checkbox"/> Chief Building Operator (Facilities)      | <input type="checkbox"/> Lead Hand Systems (Heritage)                    |
| <input type="checkbox"/> Control Systems Specialist                | <input type="checkbox"/> Lead Hand Systems (Water), Electrical           |
| <input type="checkbox"/> Facilities Maintener (Heritage/WRH)       | <input type="checkbox"/> Lead Hand Systems (Water), Instrument & Control |
| <input type="checkbox"/> Instrumental & Control Technician         | <input type="checkbox"/> Lead Hand Maintenance Cabinetmaker (Facilities) |
| <input type="checkbox"/> Lead Hand Airfield Maintenance Specialist | <input type="checkbox"/> Lead Hand Carpenter (Facilities)                |
| <input type="checkbox"/> Maintenance Technician (CAW1106)          | <input type="checkbox"/> Senior Maintenance Technician (CAW1106)         |

CUPE Local 1883:

- |                                                            |                                                             |
|------------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Dispatcher - 171                  | <input type="checkbox"/> Technician I (Construction) - 185  |
| <input type="checkbox"/> Inspector, Customer Service - 233 | <input type="checkbox"/> Technical Voice Radio System - 185 |
| <input type="checkbox"/> Survey Technicians I and ii - 233 | <input type="checkbox"/> Customer Service Coord. - 166      |
| <input type="checkbox"/> Environmental Officer ii -233     | <input type="checkbox"/> Program Asst (Corp Pub) - 166      |

Dept/Div: \_\_\_\_\_ Local \_\_\_\_\_ Total Points: \_\_\_\_\_  
 Employee Name (print): \_\_\_\_\_ Employee Signature: \_\_\_\_\_

Supervisor Name (print): \_\_\_\_\_ Supervisor Signature: \_\_\_\_\_  
Clothing Coordinator Name and Tel#: \_\_\_\_\_  
Received by Employee: \_\_\_\_\_ (Initials) Date Received by Employee: \_\_\_\_\_

## Appendix C

### 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 legislation.

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.
3. 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 the OMERS Manual.
4. 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.

5. That any pertinent federal or provincial regulation which comes into effect hereafter shall be adhered to by the parties as of the date said regulations receive Royal Assent.

Dated at Kitchener, Ontario this 11th day of February, 2004

For the Canadian Union of Public  
Employees, Local 1656

Dave Brown  
Reiner Strenzke  
Gord McMurrin  
Harry Slupeiks  
Mark Goodwin  
Mark Charboneau

For the Regional Municipality of  
Waterloo

Jamie Brosseau  
Ken Noonan  
Jim Archibald  
Nancy Kodousek  
John Hammer  
Doreen Gaiser  
Penny Smiley



# THE REGIONAL MUNICIPALITY OF WATERLOO

## PREPAID LEAVE PLAN FOR PERMANENT FULL-TIME EMPLOYEES

(Also known as a Voluntary Self Funded Leave Plan)

### MANDATORY TERMS AND CONDITIONS

A self funded prepaid leave policy has been developed and approved by Council, to afford full time employees the opportunity at the sole discretion of the Region, of taking a continuous "unpaid" leave of absence of either six (6) months or twelve (12) months, and to finance the leave through deferral of salary for the appropriate period. The following terms and conditions will apply:

#### 1. Eligibility

All permanent full time Regional employees who have completed at least one (1) year of continuous full time service are eligible to participate in this plan. However, for unionized full time employees, such leaves are only available, where written and signed agreement has been reached with the particular union executive, regarding certain aspects of such leaves that may be in conflict with the applicable Collective Agreement.

#### 2. Length of Leaves-Salary/Wage Deferral

2.1 Employees may apply for a salary deferral from a minimum of 20% to a maximum of 33 1/2 % of normal salary/wages received.

2.2 In addition, an employee may apply for a salary deferral period for a minimum of eighteen (18) months to a maximum of four (4) years.

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 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 on an annual basis as required by Revenue Canada.
- 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 Human Resources form, and give it to their Divisional Director at least three (3) full months prior to the start date of the salary deferral.

- ii) The Divisional Director will then forward the application to the Assistant CAO - Human Resources, Chief Administrative Officer and Administration & Finance Committee in that order, for their approval.
- iii) The application 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 twelve (12) months 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 the application form 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 disabled 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. Contributions to the Regionally sponsored Group RRSP during the period of deferment are made based on the gross earnings before any deferral amounts are withheld. Employees can make up the difference during the leave period through lump sum payments.

## 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 Assistant CAO, Human Resources with any additional comments attached.
- 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 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.

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 require maternity, parental, and/or adoption leave such that these leaves as provided in the appropriate Collective Agreement or HR policy, would go beyond the scheduled date to return from the prepaid leave, it is up to the employee to apply for the period of leave that covers the period left remaining of the leave (i.e. the period between the normal return to duty date from prepaid leave, and the end of the maternity leave/parental/adoption leave), in which case, the terms and conditions specific to maternity/parental/adoption leaves in this Collective Agreement will apply.
- 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 HR 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 HR 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) CPP contributions and Income Tax are deducted from the employee's pay during the period of deferment, based on the percent of the salary being paid (66 2/3% to 80%). E.I. deductions are based on 100% of the salary before the salary deferral is deducted. During the period of leave, no deductions for E.I. are made.

Payment of EHT is based on the lesser salary for the period of leave.

Employees on prepaid leave are not eligible to receive E.I payments during the leave period, as they are considered by them to still be on salary.

- iii) OMERS contributions during the period of deferment are made based on 100% of the employee's gross earnings before any deferral amounts are withheld. This period of "broken service" which

the employee could purchase sometime after returning to work. However, the employee is required to pay both portions to OMERS (i.e. the employer and the employee amounts). No contributions are made during the period of leave, by either the Region or the employee.

- 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.

Dated at Kitchener, Ontario this 11<sup>th</sup> day of February, 2004.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of Waterloo

Dave Brown  
Reiner Strenzke  
Gord McMurrin  
Harry Slupeiks  
Mark Goodwin  
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Jamie Brosseau  
Ken Noonan  
Jim Archibald  
Nancy Kodousek  
John Hammer  
Doreen Gaiser  
Penny Smiley





## APPENDIX D

### **1. JOB EVALUATION - DEFINITION, PURPOSE, GENERAL METHODOLOGY**

**1.1** Job Evaluation (JE) is the term used to describe the process of determining the rating for an individual job, in relation to other jobs in the CUPE Local 1656 bargaining unit. It begins with an analysis of the work to determine its characteristics and requirements, continues through the completion of a job analysis questionnaire by employees and supervisors, the joint writing of a description of duties and responsibilities, and ends with the evaluation of those duties and responsibilities against measurable standards as set out in the Joint Job Evaluation Plan and Manual. Job Evaluation, or rating, is the technique which determines the relative value of the job content of the jobs performed. It does so by evaluating written statements of the jobs performed in terms of factors (characteristics).

**1.2** Job Evaluation has three main aspects:

- a) Construction of the Joint Job Evaluation Manual, the terms of reference and the Joint Job Evaluation Maintenance Plan.
- b) Preparation distribution and collection of employee job analysis questionnaires and the job description/documents.
- c) Evaluation of the employee job analysis questionnaires and job description/documents in terms of defined factors found in the Joint Job Evaluation Manual.

### **2. THE WEIGHTED POINT METHOD OF JOB EVALUATION**

**2.1** The method of Joint Gender Neutral Job Evaluation known as the "Weighted Point Method" has been jointly selected by the Region and the CUPE Local 1656. The Weighted Point Method is a quantitative system in which a rating plan is developed by selecting and defining

common factors, distinguishing and defining a number of degrees for each, and by assigning point values to each degree.

- 2.2 The position being evaluated is analyzed in terms of the selected factors and the degree definitions. The total of the points assigned to the position under each of the factors determines its relative worth in the organization. The method can be adapted to changing organizational conditions or amended to keep it up-to-date and workable. These and other changes would be made at timely intervals, or as required to resolve specific problems.

### **3. APPLICATION OF THE DOLLARS**

- 3.1 Application of the ratings to wage rates is accomplished by transferring the rating results established by Job Evaluation to a corresponding pay grade as set out on the wage rate schedules of Appendix "A" in the Collective Agreement established through Collective Bargaining.
- 3.2 All matters pertaining to compensation or remuneration are contained in and governed by the Collective Agreement or other Agreements between the parties. Appointment to or selection of the appropriate rate of pay, or rate within a pay range, is governed by the Collective Agreement.
- 3.3 While the Job Evaluation system forms the basis for the wages paid to incumbents by determining the pay grades which reflect the relative worth of jobs, it is understood that Job Evaluation and Wage administration are two separate procedures. Specifically, wage administration is not part of job evaluation.

### **3.4 FULL ECONOMIC PROTECTION OF INCUMBENTS – GREEN CIRCLING:**

All incumbents who are currently earning more than the rate of pay determined through the initial JJE Plan, shall continue to receive any and all future negotiated wage increases on their current rate of pay so long as they remain in the position. Any new hires, or employees posting into the position, will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No

incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

### **3.5 EFFECTIVE DATE OF RATINGS (RETRO ACTIVITY)**

If a job is rated at a pay grade with a wage rate higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new wage schedule with the effective date being the date upon which the review was requested, or the start date of the incumbent in the new or changed job classification, but at any rate shall be no longer than six (6) months prior to the date the JJEC reviews the job.

## **4. GENERAL PRINCIPLES**

In the application of the rating manual, the following principles will apply:

- It is the content of the job that is being evaluated, not the individual doing the job.
- In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
- Jobs are to be evaluated without regard to existing pay rates.
- Workload is not a consideration when evaluating a job.
- Jobs are to be placed at the appropriate level in each factor by considering the specific requirements of each job, the factor definition, and the description of each factor degree.
- The job description and rating of each job will be relative to, consistent with, and conform to the job analysis questionnaires, job descriptions and ratings for other positions in the bargaining unit.

## **5. GENERAL RULES OF PROCEDURE**

The following applies to all committees:

- 5.1** Subject to reasonable operational requirements, members of the Job Evaluation (JE) Committees will be granted leave of absence with pay, benefits and applicable premiums (other than overtime) from their regular duties to attend scheduled meetings. Members will be paid their respective salaries for all regular hours spent in attendance at meetings and will continue to accumulate seniority. These members will continue to have all the rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which they would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 5.2** A member of the JJEC will not attend JJEC meetings in any of the following circumstances:
- a)** the member is the incumbent in the job being rated
  - b)** the member is in a position to benefit personally from the results of the evaluation
  - c)** the member is the direct supervisor or the lead hand of the job being rated
- 5.3** Where conflict arises as defined in Article 5.2 above, an alternate member will sit to rate any positions instead of the committee member while the conflicting evaluations are being reviewed, or if deemed best by consensus of the committee, the alternate member will sit for the remainder of the day.
- 5.4** All matters discussed by all Committees will remain confidential except, where by consensus, the Committee deems it necessary to forward identified issues to the appropriate resource for resolution and/or guidance.

- 5.5** The JJEC will not review any job until final and complete documentation (questionnaire and job description) is made available to them.
- 5.6** The JJEC may request advisors in job evaluation to assist them with the job evaluation process. The role of the advisors is to answer specific questions and provide advice and guidance relating to the job evaluation plan and process. Advisors are not involved in the evaluation of jobs. Advisors shall be entitled to a voice but not a vote and shall not be considered members of the JJEC. The advisors will also participate in periodic reconciliation processes with the JJEC to discuss and resolve "sore thumb" and other rating issues.
- 5.7** The employer will provide administrative support services to the JJEC. The person performing these functions will not be a member of the Committee and will only perform such duties as provided below. These services shall include:
- a) the distribution of all Committee correspondence to the Committee Co-chairpersons
  - b) the preparation and distribution of meeting agendas at least forty-eight (48) hours prior to the meeting
  - c) the preparation and distribution of minutes
  - d) the preparation and distribution of Committee documents
  - e) ensure appropriate supervisor notification is done to grant leave for members of the JJEC

## **6 COMMITTEES**

### **6.1 THE STEERING COMMITTEE:**

**a) Role**

The Steering Committee negotiates and oversees the entire joint job evaluation process including determining the nature of the plan; the composition and mandate of the various committees; all related policies, procedures, guidelines and document development associated with the processes. The Steering Committee also determines the weighting, bands and associated job grades.

**b) Composition**

The Steering Committee will be comprised of Human Resources and other management representatives and CUPE Local 1656 Union Executive Members and CUPE National Representatives.

**c) Responsibilities**

i) To negotiate and develop the original Terms of Reference, Joint Job Evaluation Plan, Joint Job Evaluation Maintenance Plan.

ii) To negotiate and develop factor weighting, banding and associated job grades.

iii) To deal with any necessary changes or amendments to the JE plan or process on an ongoing basis as mutually agreed.

iv) Joint information sessions during work hours shall be conducted by the parties to ensure that employees are familiar with the JE process. The parties shall jointly author information bulletins during the process for employees and management staff. Training where necessary for new members of the JJEC by the CUPE JE Representative and a member of Management shall be scheduled far enough in advance to ensure that such training occurs prior to the first day of rating of jobs by the JJEC.

**6.2 THE JOINT JOB EVALUATION COMMITTEE (JJEC):**

**a) Composition**

The JJEC will have equal representation and participation from the parties, consisting of three (3) representatives from the employer and two (2) alternates and three (3) representatives from the local union and two (2) alternates. Each party will designate and advise the Steering Committee which of its members are regular members and which are alternate members.

**b) Co-Chairpersons of the JJEC:**

Each party will choose their own Co-chair from the groups outlined above. The Co-chairpersons are responsible for:

- chairing the JJEC meetings
- ensuring appropriate representatives are scheduled to sit for JJEC meetings
- establishing the priority of matters to be acted upon by the Committee

**c) Quorum and Membership:**

For any meeting of the JJEC, quorum will be a minimum of two (2) representatives from each party. The JJEC will decide by consensus if they want to proceed with an uneven number of representatives from either party, provided there is a minimum of two (2) from each party.

If a member scheduled to attend a meeting of the JJEC is unable to attend, they shall notify Human Resources who will attempt to arrange an alternate from a list provided by the parties. The JJEC will not include any members who also sit on the Steering Committee.

**d) Role and Responsibilities**

The JJEC will undertake different roles at different stages in the Job Evaluation as follows:

- i) the initial evaluation of all jobs in the bargaining unit using the approved questionnaire, job description and other associated documents. This will include the appeal process which follows the initial rating process.
  - ii) the ongoing maintenance process which occurs at least twice annually and reviews all jobs deemed to have changed in skill, effort, responsibility or working conditions. The JJEC may request additional reviews as required by the volume of requests or to deal with special circumstances.
  - iii) the initial periodic review process which ensures the review of all jobs which have not been reviewed through any rating process in three (3) years. Following the initial periodic review process, the periodic review process will take place every four (4) years for jobs which have not been reviewed through any rating process.
- e) The JJEC implements and maintains the CUPE Joint Job Evaluation Program by:
- i) evaluating the individual jobs using the approved job evaluation plan.
  - ii) maintaining the integrity of the program and the consistency of the rating of jobs in relationship to other jobs in the bargaining unit. The JJEC will ensure that job ratings are cross-referenced with the ratings of other similar positions and may recommend that other jobs be submitted for review if they are potentially impacted by changes to another job being reviewed by the JJEC.
  - iii) seeking technical advice as it deems necessary.
  - iv) recording the results and rationale on the rating sheet as attached.
  - v) identifying any issues with respect to the content of the job description and forwarding the issues to Human Resources for consideration.
- f) The JJEC will not change the interpretation of the Job Evaluation Plan Factor Definitions, or add or change the Notes to Raters, without the prior



approval of the Steering Committee. If they wish to make amendments to the above, they will submit their recommendations to the Steering Committee for decision.

- g) The routine business decisions of the JJEC will be made by a simple majority.
- h) Job rating decisions will require a consensus of the Committee members in attendance and job rating decisions are final and binding on the parties, subject to the Dispute Resolution Process outlined in section 12.
- i) To ensure that all members of the Steering Committee are equally informed on matters between the Steering Committee and the JJEC, the protocol below will be followed:
  - a) When the JJEC wishes to consult with or inquire of any of the advisors or members of the Steering Committee, the person so contacted shall contact the advisor or spokesperson of the other party, without delay, so that both parties can attend to the consultation or inquiry of the JJEC.
  - b) Whenever the advisors or representatives of the Steering Committee deem it necessary to meet with the JJEC, such representatives shall ensure that both parties attend the meetings together.

## **7. PROCEDURES FOR DESCRIBING AND RATING A JOB**

7.1 The Employer will exclusively design, assign duties and responsibilities for all jobs. It is agreed that neither the incumbent(s) nor the union executive can design or structure jobs. Nothing in this article interferes with the union executive and incumbent's rights to have input into job descriptions, as outlined in articles below.

### **7.2 New or Revised Vacant Jobs**

In the event that a new position is decided upon by the Region, or where the Region revises a vacant position, the Region shall forward the draft

job description to the President and Recording Secretary of the union. The Union Executive will forward any comments they have regarding the accuracy of the description of the job duties (i.e. to ensure consistent use of terminology and language and help maintain the integrity of the Job Evaluation Plan) to the Job Analyst within seven (7) working days of receiving the document from Human Resources. Any comments submitted by the Union will be taken into consideration by Human Resources when the job description is finalized. Human Resources shall determine the rate of pay for the position using the Job Evaluation Plan. Human Resources shall then inform the union of the preliminary job rating, by means of a memo and a copy of the appropriately signed, final job description, and the position will be posted in accordance with article 9.01 of the Collective Agreement.

The union will have twenty (20) working days from the date the final job description is sent to their attention, to review the accuracy of the description of the duties in the job description. If no formal protest is lodged within the twenty (20) working day period, the job description for the new or revised vacant position shall be deemed to be accurate. In the event that a formal written protest is made by the Union, within the twenty (20) working day time period, the parties shall arrange for a meeting to endeavour to resolve any differences with regard to the accuracy of the description of the duties in the job description. 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.

After at least six (6) months of the assignment of an incumbent to a new job, or a revised vacant job, the job will be presented to the JJEC at their next scheduled maintenance session.

The process for evaluating existing jobs that have an incumbent and have experienced a change that impacts the job's skill, responsibility effort, or working conditions is outlined in section 10 of this document.

## **8. INITIAL JOINT JOB EVALUATION PROCESS**

- 8.1** A job analysis questionnaire shall be completed by the incumbent and the supervisor and shall be submitted to the JJEC along with the

standard Regional format job description. Associated documents that would prove useful to the Committee in the understanding of the job duties (i.e. policies, procedures, guidelines, regulations, PDA's, equipment descriptions, etc.) may also be submitted.

- 8.2** The questionnaire will be completed as outlined in the cover page of the Job Analysis Questionnaire by the incumbent in the job and reviewed by the supervisor. In the case of multi-incumbent jobs, one questionnaire will be completed with input from all incumbents (or may be completed by one incumbent, chosen by the group to represent the job).
- 8.3** A Human Resources Job Analyst or members of the union Executive are available to the employee or supervisor to assist in the completion of the documentation, as required.
- 8.4** Both the Employer and incumbents will be responsible for ensuring job descriptions and job questionnaires are current, accurate and prepared in accordance with the requirements of this document and will be reflective of the duties the employee is required to perform.
- 8.5** For each position in the bargaining unit, the JJEC will:
  - a) Review the job description, the questionnaire and associated documents.
  - b) Interview the incumbent and the supervisor together, as joint interviews are the preferred approach. If requested by either the incumbent or supervisor, another management representative may accompany the incumbent to the interview. In exceptional circumstances, the Steering Committee will consider alternative approaches on a case by case basis. In multi-incumbent positions, one or two of the incumbents on the job will be chosen by the union to represent the position.
  - c) Based on all the information gathered, rate the position using the Job Evaluation Plan.
  - d) Record the rating decision on the Factor Summary Sheet.
  - e) The Co-chairs will co-author a report outlining the final rating decisions of

the JJEC to the Steering Committee for the second phase of the process (weighting, banding and job grades).

## **9. INITIAL APPEAL PROCESS**

Following the initial job evaluation process, an initial appeal process will be conducted as follows:

- 9.1 Either the incumbent or supervisor may appeal the rating of a position if they feel an error has been made based on the content of the job at the time of the initial evaluation.
- 9.2 The appeal must be submitted in writing using the appeal request form (as attached) within thirty (30) days of the publishing of the results of the Joint Job Evaluation process. Extensions to the time limits may be considered under exceptional circumstances.
- 9.3 The request for appeal is based solely on the ratings obtained for the job in question as it was evaluated by the JJEC, without reference to job changes or to how any other job was rated.
- 9.4 The appeal request will be considered by the JJEC who will adjust factor ratings, if necessary, to reflect additional information provided through the appeal process.
- 9.5 The ruling of the JJEC is final and binding on both parties.

## **10. ONGOING MAINTENANCE EVALUATION PROCESS**

- 10.1 The Maintenance Review process is in place to ensure that job changes are appropriately documented and evaluated. It is not an appeal of the original rating or of any subsequent rating. Unless a change to job content can be identified to justify a change in a factor rating, the last factor rating agreed upon by the JJEC stands.

### **10.2 Existing Jobs**

- a) Existing jobs that have an incumbent and have experienced a change

which impacts the job's skill, responsibility, effort or working conditions will require a Job Evaluation Maintenance Review Request Questionnaire and a standard Regional format job description, revised to reflect the changed job duties. The job description will be signed by the incumbent or a representative of multiple incumbent positions; the supervisor; the Department Head; the Manager, Employee Services and Systems; and the Assistant CAO, Human Resources. Other associated documents that would prove useful to the JJEC in understanding the job duties (i.e. policies, procedures, guidelines, regulations, PDA's, equipment descriptions, etc.) may also be submitted. All documentation shall be submitted to Human Resources. The Steering Committee may make special provision to have the JJEC rate an unsigned job description. Such provision will be negotiated on an individual basis.

Changes to a job must be permanent and in place for at least six (6) months before the JJEC can review the job. However, the process of completing the review documentation may commence earlier, if appropriate.

- b) It is the joint responsibility of the supervisor and incumbent to initiate changes to ensure that whenever duties and/or the demands of a job change, to the degree that the documentation or rating may not reflect the job, that the relevant documents are altered and that a rating review be initiated.
- c) A job may only be reviewed by the JJEC once per year and must wait a full year after any review process before resubmitting for a subsequent review.
- d) Any job which has not been reviewed through the Maintenance process in the last four (4) years shall be reviewed as part of the periodic review outlined in article 6.2 d) iii). The factor rating cannot be changed unless it is determined by the JJEC that there have been changes which have impacted the job's skill, effort, responsibility or working conditions.

e) **Maintenance Pre-Review Process**

A Joint Maintenance Pre-Review Committee, which will consist of two

members from the JJEC (one from management and one for the union) and two members of the Steering Committee (one from management and one for the union) who will review all requests for maintenance review, in order to determine if the job is eligible for maintenance review. The Joint Maintenance Pre-review Committee will review the Job Evaluation Maintenance Review Request Questionnaire (as attached) and will determine if the job's skill, responsibility, effort or working conditions have changed enough to potentially impact the rating. Changes to a job must be permanent and in place for at least six (6) months before being considered by the Joint Maintenance Pre-Review Committee. The Joint Maintenance Pre-Review Committee will conduct decision making by way of a simple majority. If the committee reaches a split decision the job being reviewed will be forwarded to the JJEC with the necessary information so they may conduct a maintenance review. The Joint Maintenance Pre-Review Committee will ensure the integrity of the job evaluation process by identifying any issues with respect to the content of job descriptions and forwarding the issues to Human Resources for consideration. When reviewing a job, the Committee may recommend that other jobs be submitted for review, if they are potentially impacted by changes to the job being reviewed.

- f) For each position submitted to Maintenance Review, following the Maintenance Pre-Review Process, the JJEC will:
  - i) Review the revised job description and completed Job Evaluation Maintenance Review Request Questionnaire which describes the changes to the job duties, including the actual change, why the change occurred and/or where it came from and the timing of the change.
  - ii) Interview the incumbent and the supervisor together, as joint interviews are the preferred approach. If requested by either the incumbent or supervisor, another management representative may accompany the incumbent to the interview. In exceptional circumstances, the Steering Committee will consider alternative approaches on a case by case basis. In multi-incumbent positions, one or two of the incumbents on the job will be chosen by the union to represent the position.

iii) Based on all the information gathered, rate the position using the Job Evaluation Plan. The JJEC will focus on the changed duties as they impact on the job's skill, effort, responsibilities and working conditions. Only factors affected by the changes to the job will be changed during the Maintenance process.

iv) Record the rating decision on the Factor Summary Sheet.

v) The Co-chairs will co-author a report outlining the final rating decisions of the JJEC to the Director, Employee Systems and Services, who will tabulate the appropriate rate changes to the job grades. The Director, Employee Systems and Services will include this information in a report that will be sent to the Assistant CAO (Human Resources), the President the Recording Secretary of the Union and the CUPE representative at the same time. The Assistant CAO (Human Resources) will then communicate the results to the incumbents.

vi) The Assistant CAO (Human Resources) shall, in writing, inform the incumbent(s) and supervisor of the decision of the JJEC within 15 working days of receiving the report. A copy of this correspondence shall be forwarded to the Union and the CUPE National Representative.

### **10.3 “Green Circling”:**

Where a change in the job grading occurs as a result of the JJEC's rating decision and a lower wage rate will apply, the incumbent's wage rate shall be identified as being “green circled”. The incumbent will be paid the wage rate paid immediately prior to the evaluation, which shall be increased by any negotiated wage increases, until the incumbent leaves the position, or the job ceases to exist, or is altered upwards in value. Any new hires or employees posting into the position will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No incumbent will have their wages reduced following the reevaluation of their job.

## **11. ONGOING APPEAL PROCESS**

**11.1** Following the release of results of rating decisions by the JJEC, an

appeal process can be requested as follows:

- a) either the incumbent or supervisor may request an appeal of the rating of a position if they feel an error has been made in evaluating the content of the job at the time of the JJEC's evaluation.
- b) the appeal must be submitted in writing using the appeal request form (as attached) within thirty (30) days of the publishing of the results of the Maintenance Review process. The appeal must provide rationale for the specific factors the appellant wishes to have reconsidered. The completed appeal request form must be submitted to the supervisor who will have the opportunity to add comments and will be responsible for delivering the form to Human Resources.
- c) the request for appeal by the incumbent or supervisor is based solely on the ratings obtained for the job in question as it was evaluated by the JJEC, without reference to job changes that have occurred since the time the job was rated, or to how any other job was rated.
- d) the originator of the appeal (incumbent or supervisor), may make a fifteen (15) minute, uninterrupted, presentation to the JJEC to clarify the information they have provided on the appeal request form, accompanied by the other party to appeal (incumbent or supervisor). Following the presentation, the JJEC may ask questions to further clarify the information provided or presented. The intent of the presentation and subsequent questions asked by the JJEC is to clarify the information provided and not to engage in debate.
- e) the appeal request will be considered by the JJEC, who will adjust factor ratings if appropriate, to reflect additional information provided through the appeal process.
- f) the ruling of the JJEC, **where consensus has been reached**, is final and binding on both parties.

## **12. CONCLUSION AND IMPLEMENTATION:**

**12.1** Following the completion of the rating of the respective jobs by the



JJEC, the tabulation of the appropriate rate changes (if any) to the job grades and the completion of the appeal process (Section 11) for either the periodic review or the ongoing maintenance , the applicable wage rate adjustments shall be made to Appendix A in accordance with the provisions of these Terms of Reference.

### **13. SETTLEMENT OF DISPUTES WITHIN THE JJEC**

- 13.1** In the event the JJEC is unable to reach consensus on the rating of a job, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.
- 13.2** If, after meeting with the two (2) advisors, the JJEC remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days of said meeting.
- 13.3** Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 13.4** The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the employer, the union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 13.5** The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information, and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

**13.6** The arbitrator's fees and expenses shall be borne equally between the parties.

**13.7** The time limits mentioned above may be extended by mutual agreement of the parties.

### **DEFINITION OF TERMS**

Advisors - Advisors are job evaluation technical Professionals who will assist, advise and provide joint guidance to any of the committees when requested.

Appeal Process - A one time process to allow incumbents to appeal the original rating of their job.

Consensus - In point rating, the agreement of all members of the JJEC present at the rating, on the degree level of a factor in the job being rated.

Duty - A number of tasks.

Factor - A compensatory job characteristic, which is present to some degree in, and which contributes to, the value of all jobs being covered by a plan.

Factor Degree - Each factor is broken down into degrees which are definable, distinguishable levels with a factor ranging from the least measurable to the greatest measurable amount of the factor required in a job.

Factor Weight - The measure of relative importance of a factor to other factors in the evaluation plan; a percentage rating of one factor to the remaining factors. The sum of weighting of all factors equals 100%.

Grand Parenting - See green circling.

Green Circling - Where a change in the job grading occurs as a result of the JJEC's rating decision and a lower wage rate will apply, the incumbent's wage rate shall be identified as being "green circled". The incumbent will be paid the wage rate paid immediately prior to the evaluation, which shall be increased by any negotiated wage increases, until the incumbent leaves the position, or the job ceases to exist, or is altered upwards in value. Any new hires or

employees posting into the position will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No incumbent will have their wages reduced following the reevaluation of their job.

Incumbent - An employee in a job.

Job - A group of duties assigned and performed by an incumbent(s).

Job Analysis - The systematic process of collecting, recording and analyzing data concerning the tasks or duties comprising a job(s) and the required skills, responsibilities, efforts and working conditions involved in the performance of the job(s) and which differentiates the job(s) from all others.

Job Documents - Are those validated and/or authorized forms contained in the Job Evaluation Process which are mutually supportive of one another and, the facts contained therein support and justify the rating and serve to advise all parties.

Job Description - A written statement of the function, responsibilities and duties of a job used for evaluation purposes.

Job Evaluation - Is the process determining the value of an individual job in relation to other jobs in the organization.

Job Evaluation Maintenance

Review Request Questionnaire - A document in which an incumbent and supervisor outline the changes to the duties and functions of a job in preparation for maintenance review.

Job Evaluation Rating Plan - Defines factors common to the jobs being evaluated, defines factor degrees of each factor and allocates point values to each degree.

Job Rating Sheet - A written statement recording the facts and rationale for the degree levels assigned to each factor for each job.

Joint Job Evaluation Committee - Is the joint bargaining unit and management committee which is responsible for the implementation and maintenance of the Job Evaluation Process as per the process determined by the Steering Committee.

Maintenance Review Process - The process which determines the need to adjust any factor ratings based on changes to the job.

Notes to Raters - Are guides in the interpretation of the factor definitions and the degree level definitions as contained in the rating manual.

Pay Grade - A designated salary range within the salary schedule, including increments if any.

Points - The numerical value assigned to each degree within each factor.

Point Rating - Is an analytical, quantitative method of determining the relative value of jobs.

Position Number - The Job Evaluation description number is the numerical designation which identifies a job.

Questionnaire - A document in which an incumbent and supervisor outline the duties and functions of a job.

Quorum - The minimum number of voting members on the JJEC who must be present for the meeting to proceed.

Rating (Noun) - Is the factor degree levels and points, and the total points established for an individual job.

Rating (Verb) - Is the process of relating a job description to each factor and selecting the degree judged to be appropriate.

Rating Manual - Is the measuring device comprising factors, degrees, rating points, and notes to raters.

Reconciliation Process - Also known as "Sore Thumbing". The process of

making an objective comparison of rating decisions made by the JJEC to previous rating decisions of similar and/or related positions. Comparisons may be performed on a factor-by-factor basis or on a total points basis.

Salary Schedule - A listing of job titles and pay grades.

Sore Thumbing - See "Reconciliation Process" above.

Steering Committee - The committee which oversees the entire job evaluation process.

Task - A unit of work activity which forms part of a duty.

Total Points - The sum of the point values assigned by the raters in accordance with the rating manual(s) to determine the total value of each job.

Dated at the Region of Waterloo this 2<sup>nd</sup> day of January, 2007

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Dave Brown

Zilda Amaral

Reiner Strenzke

Gerry Lichty

Jim Jarrett

Bob Radunske

Harry Slupeiks

Nancy Kodousek

Mark Goodwin

John Hammer

Mark Charboneau

Penny Smiley



APPENDIX E  
(October 1999)

THE REGIONAL MUNICIPALITY OF WATERLOO  
PERFORMANCE DEVELOPMENT PROGRAM

~~APPRAISAL FORM FOR CUPE LOCAL 1656 UNION POSITIONS~~

The Performance Development Program (PDP) provides a framework for ongoing communication between employees and their supervisors so that job performance and satisfaction are maximized. This process recognizes the following essential elements:

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Job Title: \_\_\_\_\_ Employee #: \_\_\_\_\_

1) Communication between employee and supervisor should be two-way and ongoing.  
Division: \_\_\_\_\_ Department: \_\_\_\_\_

2) Employees need to know what is expected of them.  
3) Employees should receive positive feedback for their contributions and work.  
Supervisor Name: \_\_\_\_\_ Period from \_\_\_\_\_ to: \_\_\_\_\_  
Support should be available to employees in their efforts to develop and improve.

The employee's participation in the PDP Performance Appraisal discussions is essential to be successful. This communication process is separate and distinct from actions taken to address performance difficulties. The content of the performance appraisal shall not be used as the basis for discipline and shall not be used when an employee is being considered for a job posting, promotion, or other employment opportunities.

**FEEDBACK FROM THE SUPERVISOR TO THE EMPLOYEE**  
In advance of the meeting, the employee's supervisor completes Pages 1 and 2 and the employee completes Page 3. These will then be used as a basis for discussion.  
Has a good understanding of his/her work and good knowledge and familiarity with the various procedures.

After the performance appraisal process has been completed, the original of this form is to be forwarded to Human Resources for retention in the employee's personal file. One copy shall be provided to the employee and one copy provided to the employee's supervisor.

- INSTRUCTIONS & INFORMATION:**
2. Work functions are performed competently and accurately.  
\_\_\_\_\_  
\_\_\_\_\_
  3. The work done in a day meets or exceeds reasonable expectations.  
\_\_\_\_\_  
\_\_\_\_\_
  4. Can be depended upon to do required jobs well with a minimum of supervision.  
\_\_\_\_\_  
\_\_\_\_\_
  5. Works well with fellow employees. Treats other with respect and tolerance, and when contributing suggestions, does so in a constructive way.  
\_\_\_\_\_  
\_\_\_\_\_
  6. Pays attention to safety and is able to work safely, as it affects oneself, fellow works and the general public.  
\_\_\_\_\_  
\_\_\_\_\_
  7. Additional Feedback:  
\_\_\_\_\_  
\_\_\_\_\_

8. What specific training would be helpful for the employee during the next 12 months?

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**FEEDBACK FROM THE EMPLOYEE TO THE SUPERVISOR**

**INSTRUCTIONS**

This page is to be filled out by THE EMPLOYEE to provide constructive feedback to his/her supervisor. It is NOT mandatory for the employee to answer any or all of the questions.

1. What are the things your supervisor has done during the appraisal period or is doing now which help you to be effective in your job?

---

---

2. What things could your supervisor do to be more helpful to you in effectively doing your job?

---

---

3. What suggestions do you have that would improve the work unit?

---

---

4. Do you have any suggestions for your supervisor as to how he/she could be a better supervisor?

---

---

5. Any other comments:

---

---

SIGNING PAGE

TO BE COMPLETED BY THE EMPLOYEE

1. The information in this form has been reviewed with me.

Signature (Optional) \_\_\_\_\_

2. I would like to add the following comments (agreeing or disagreeing) regarding the performance feedback given by my supervisor on Pages 1 and 2. (Attach additional pages if required).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

TO BE COMPLETED BY THE SUPERVISOR

The information in this form was prepared by me. I would like to add the following comments (agreeing or disagreeing) regarding the performance feedback given on Page 3 (Optional).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Name      Supervisor's Signature      Date

The form has also been reviewed by:

\_\_\_\_\_ Date      \_\_\_\_\_ Director      \_\_\_\_\_ Date      \_\_\_\_\_ Manager

**NOTE:** No person shall make any additional comments on this form after the employee has signed it.



## APPENDIX F CUPE 1656 BENEFITS OVERVIEW CHART

The following guide must be read subject to the terms and conditions of the carrier.

Where there is a discrepancy the conditions of the carrier will supersede.

The \* represents charges that will be limited to Sun Life Financial Reasonable & Customary Fee Guide, for more info please call 1-800-361-6212

### INSURANCE CARRIER INFO.

Sun Life Financial Policy # (for all benefits excluding AD&D)	<b>82000; Group 200</b>
AXA Assurances Inc. (AD&D only)	<b>9216255</b>

### DEFINITION OF DEPENDANTS

spouse	legal; conjugal relationship
child	<22; or 22 to <25 attending a college/university full time

### EMPLOYEE LIFE INS

### TAXABLE BENEFIT TO EMPLOYEE

formula	2 x regular earnings round to higher \$1,000
maximum benefit	\$350,000.00
waiting period	the equivalent of 1 month of actual hours worked

### A.D.& D.

formula	2 x annual earnings round to higher \$1,000
maximum benefit	\$350,000.00
waiting period	the equivalent of 1 month of actual hours worked

### LONG TERM DISABILITY

formula	70% of monthly earnings
maximum monthly benefit	\$10,000.00
waiting period	6 months actually worked on a full-time basis
own occupation clause	<=24 months
any occupation clause	>24 months
qualifying period	the later of 17 weeks or the expiration of sick leave credits
all source maximum	0.85
cola	not applicable
pre-existing condition (disqualifier)	not applicable

### EXTENDED HEALTH OVERVIEW

***\*BENEFITS REIMBURSEMENTS IS SUBJECT TO SUN LIFE FINANCIAL REASONABLE & CUSTOMARY FEE GUIDE***

waiting period	1 month actually worked on a full-time basis
pay direct card	yes; \$10.99 dis. fee cap
generic drug substitution	yes; unless indicated otherwise by a physician
over the counter drugs	not eligible
vision	<b>Jan 1/10 \$450.00/2 consecutive calendar years; Jan 1/11 \$475; Jan 1/12 \$500</b>
laser eye surgery (incl. in overall vision max.)	eligible.
eye examinations	once every 12 months for dependants <18 years; once every 24 months >=18 years of age *
hospital	semi-private
<b>out-of-province Emergency</b>	yes
max. out of province time	60 days
must return to province of residence for a least	30 days before becoming elig. for another 60 days
<b>"WORLDWIDE ASSISTANCE"</b> Travel Assistance	yes
<b>Supplementary Health Care</b>	
registered nurse	Physician referral required; \$25,000.00/calendar year*
registered physiotherapist	Physician referral required; \$1,000/calendar year*
registered massage	15 treatments/calendar year*
registered speech lang. pathologist	Physician referral; \$250.00/calendar year*
registered psychologist	\$750.00/calendar year*
registered chiropractor	\$1,000/calendar year*
registered osteopath	\$250.00/calendar year*
registered naturopath	\$250.00/calendar year*
podiatrist/chiropracist	\$250.00/calendar year*
orthotic inserts	\$650.00/24 months*; Jan 1/08 \$750.00*
orthopaedic shoes which are part of a brace	\$150.00/calendar year*
hearing aids	\$2,000/3 years for <u>each ear</u> *
support hose	4 pair/year*
obus forme	Physician referral required 1 per lifetime*
wigs chemotherapy/radiation	Physician referral required; \$500.00/lifetime*
wigs alopecia/other hair loss excl. pattern baldness	Physician referral required; \$350.00/calendar year*
diabetic monitoring	Physician referral required; unlimited *
audiologist	Physician referral required; \$75.00/3 years*
smoking cessation aid	\$500.00/lifetime; no over-the counter prescriptions elig.
obesity medication	not eligible
prescription deductible for Ontario Drug Benefit Plan	eligible

**DENTAL OVERVIEW**

***BENEFITS REIMBURSEMENTS IS SUBJECT TO CURRENT GENERAL PRACTITIONERS FEE GUIDE***

waiting period	1 month actually worked on a full-time basis
fee guide	general practitioners current fee guide
preventive recall adults	9 months
preventive recall children <18 yrs	6 months
restorative (fillings)	100% unlimited
orthodontic	50%; to \$2,500.00/lifetime max
periodontal	100% unlimited; scaling max 16 time units
endodontic (root canal therapy)	100% unlimited
denture	combined max. of 50% to \$3,000.00/calader year
bridge	
crown	
implants	not eligible

L-1

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 the Process/SCADA Operators in the Water Division who work twelve (12) hour rotating shifts as part of their normal rotating shift schedule. This letter pertains only to the Process/SCADA Operators **who work 12 hour *rotating* shifts.**

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 as twelve (12) hours shift.
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
3. For Clauses 11.04 and 11.05, the Region will pay the employee in accordance with the number of hours they are scheduled for the day.
4. 15.03(a)  
If scheduled to work regularly twelve (12) hours on a specified holiday, then employee gets twelve times two and a half (12 x 2 1/2) rate where they have worked rotating twelve (12) hour shifts for a minimum of twenty-eight (28) consecutive working days prior to the specified holiday.
5. 15.03(b)  
Twelve times one and a half (12 x 1 1/2) hours, with a twelve (12)

hour lieu day off.

- iii) The lieu day taken off in accordance with article 15.03 (b) (iii)

6. 15.06

Lieu days shall be twelve (12) hour days where they have worked rotating twelve (12) hour shifts for a minimum of twenty-eight (28) consecutive working days prior to the specified holiday.

7. 16.01

Vacation entitlement shall be calculated based on a twelve (12) hour day, eighty-four (84) hour pay period, **2184 hours per year.**

8. 17.03

Jury service will be paid as per the number of scheduled working hours, on the day(s) of such duty.

9. 17.04

Bereavement will be paid as per the number of scheduled working hours on the day(s) of eligible bereavement.

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 one (1) paid twenty (20) minute lunch periods and two (2) thirty (30) minute lunch period within the twelve (12) hour shift. Such times shall be designated by the supervisor for the 7:00 pm to 7:00 am shift. All reasonable efforts will be made such that lunch periods shall be uninterrupted. Where it is not operationally possible to have an uninterrupted lunch period the employer agrees to pay the applicable lunch period at time and one half.

11. 18.02

If the first shift is a twelve (12) hour shift, then twelve times one and a half (12 x 1 1/2) is paid.

18.02 a) Amend last sentence to:

In the case of a change in the schedule or the posted hours of work, the Region agrees that such a change will not be made solely to prevent overtime payments.

All Process/SCADA Operators who work a twelve (12) hour “rotating shift” work eighty-four (84) hours in a pay period.

18.02 b)

Any revision of the current shift schedule or the introduction of a new shift schedule shall be presented at a labour/management meeting prior to implementation.

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 pay period.

The second regular day off for Process/SCADA Operators will commence twenty-four (24) hours after the operator’s last scheduled shift worked e.g. last scheduled work day completed at 07:00 Monday - double time begins 07:00 Tuesday until 07:00 Wednesday.

13. 19.01(b)

Eight (8) hours to read as twelve (12) hours when the employee is scheduled on a 12 hour shift for the purposes of this clause.

14. **19.01 i) Banked Overtime**

**Lieu time for overtime shall be 84 hours.**

15. 19.02 (a)

A rotating shift premium of \$ **1.52 effective January 1, 2010; \$1.57 effective January 1, 2011; \$1.62 effective January 1, 2012** will be paid on all hours of the rotating twelve (12) hour shift

on which the operator is scheduled to work.

16. 19.02(c)  
For rotating shifts article 19/02 c) does not apply.
17. 19.06(a)  
Eight (8) to read twelve (12).
18. Sick Leave Article 20  
**Sick leave will** continue to be earned **at the rate of 12.6 hours** per month, however, sickness on twelve (12) hour shifts, **will** be deducted **at twelve (12) hours** per twelve (12) hour shift not worked on account of sickness.
19. W.S.I.B  
Where employees are absent and in receipt of Workers' Compensation benefits, the Region will make up the difference between compensation allowance and their regular salary or wage until such time as their sick leave credits are exhausted and sick leave credits shall be debited with one and one half (1 1/2) hours for each such twelve (12) hour absence.
20. Standard Hours of Work – Article 18  
  
Where employees work rotating twelve (12) hour shifts continuously, the regular hours of work shall be 2184 hours per year or 84 hours in a pay period.

This Letter of Understanding shall remain in force for the life of the Collective Agreement, and thereafter it shall be automatically renewed in conjunction with the Collective Agreement agreed to by the parties.

Renewed at Waterloo, Ontario, this 17<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Harry Slupeiks

Zilda Amaral

Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
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Mark Charboneau

Ellen McGaghey  
Bob Radunske  
Nancy Kodousek  
Ed Switenky  
Glenn Roach



L-2 LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

Re: Limit of Part-Time Employees

The parties agree that the total number of part-time employees covered by the CUPE Local 1656 part-time Collective Agreement shall not at any time exceed twenty (20%) percent of the total of the permanent full-time employees covered by this Collective Agreement.

Renewed at Waterloo, Ontario, this 9<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Harry Slupeiks

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Mark Charboneau

Glenn Roach

L-3 LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

RE: Right to Refuse Unsafe Work

The Region shall in all cases meet or exceed the provisions of the Occupational Health and Safety Act, which is understood to provide only the base minimum standards for health and safety of employees.

Accordingly, in the event that any proposed amendments to the Occupational Health and Safety Act are passed by the Legislature of Ontario, regarding "Part V - Right to Refuse or Stop Work Where Health and Safety in Danger", the parties agree that they will continue to be bound for the life of this Agreement by Part V of the "Occupational Health and Safety Act and Regulations for Industrial Establishments" that is in force as of the date of signing this letter. The parties will meet to incorporate the provisions of Part V and any other mutually agreed health and safety standards into the Collective Agreement.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

For the Regional Municipality of  
Waterloo

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Ed Switenky  
Glenn Roach

L-4 LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

Re: Wing Operators

During the course of negotiations, the parties agreed to the following language:

No operator shall be instructed or expected to use the wing plow without the aid of a wingperson when they feel it is unsafe to do so.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
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Glenn Roach

**LETTER OF UNDERSTANDING**  
**- between -**  
**THE REGIONAL MUNICIPALITY OF WATERLOO**  
**- and -**  
**CUPE LOCAL 1656**

RE: Winter Plowing Operations in Transportation Division

The parties agree that there are circumstances in winter operations where the operator of the plow truck may require the assistance of a wing person and there are times when single person operation of a front plow and wing plow is appropriate. Therefore, the parties agree to the following with respect to the staffing of plow trucks with a front plow and wing plow:

1. One person will normally be used to operate a Regional Combination plow truck when spreading salt or abrasives and when plowing the roadway. The wing plow will be deployed by the single operator whenever possible.
  
- A) Notwithstanding the above, a single operator shall not be required to operate a one-way front plow and wing plow under all situations; however, a wing person will be used when directed by the supervisor. A wing person will be assigned by a Supervisor if the operator is uncomfortable performing the work without a wing person, but only under the following situations:
  - i) During poor visibility or poor weather conditions.
  - ii) When the supervisor determines that the wheels of the plow truck are required to leave the pavement for plowing the shoulder.
  - iii) When plowing through village areas where there are many parked cars or other obstacles that are in the way, which requires the wing plow to be adjusted or lifted frequently.
  - iv) When high winging or benching snow banks.
  - v) When clearing up around traffic islands, or turn lanes, on multi-lane roadways.
  - vi) Where the number of obstructions, such as guardrails and mailboxes, etc., require the wing / plow to be adjusted or lifted frequently.

- B)** All employees assigned to the Roads Section for the winter season, beginning on the Sunday **before** November 15<sup>th</sup> and ending on the Saturday **after** April 8th of each year, will be paid a premium of **\$1.60** for each hour worked effective **Jan 1, 2010**; **\$1.65 effective Jan 1, 2011**; **\$1.75 effective Jan, 2012**, subject to the conditions in i), ii) and iii) below.
- i) Statutory holidays will be paid the premium. The Heritage Day Floater is currently not treated as a statutory holiday but should it become a national or provincial holiday the floating holiday will be discontinued and this day shall be treated as a statutory holiday. In the meantime the Heritage day Floater is treated as a vacation day and the premium shall not be paid on this day.
  - ii) The wing premium will not be paid to operators on sick leave, bereavement leave, vacation, or leaves of absence, excluding article 17.01.
  - iii) The wing premium will not be paid to employees from other sections, who are assigned as wing persons for any duration. The wing premium will be paid to employees from other sections, who are assigned as operators for any duration.
- C)** All employees assigned to the Roads Section for the winter season will be paid the rate of the Roads Equipment Operator (Heavy), unless the employee's current rate of pay is higher, in which case they will remain at their rate of pay. The wing premium will be paid in addition to the Roads Equipment Operator (Heavy) rate of pay or the employee's regular rate of pay, whatever the case may be. The premium shall be paid in recognition of the increased responsibility, skill and complexity of operating the front plow and wing plow.
- D)** Overtime shall be calculated on the employee's regular hourly rate, as per article 19.01 a). The wing premium will be paid to employees working overtime during the winter season, but the premium will not be paid at time and one half or double time.

2. Management in Transportation Operations agrees to consult with the union and staff on the finalization of the shift structure for each winter season, prior to the beginning of the winter season.
3. Employees who operate snow plows will meet with management at least once prior to the start of the winter season and at least once midway through the winter season to review plow routes and any equipment issues arising out of one-person operations.
4. The parties agree that this Letter of Understanding will supplement the current Letter of Understanding L#4 in the collective agreement. Notwithstanding that, the parties agree and understand that normal operations will be one-person operations and the wing plow will be deployed by the single operator whenever possible.
5. The parties agree that this Letter of Understanding will be in effect from the Sunday **before** November 15<sup>th</sup> Saturday **after** April 7, ~~2007~~ of each year. If any issues arise from this Letter of Understanding, the parties mutually agree to make best efforts to resolve the issues. If the issues cannot be resolved, the Letter of Understanding may be discontinued by either party upon the provision of fifteen (15) calendar days notice.
6. The parties agree that this Letter of Understanding will remain in effect as written unless changed or amended through the collective bargaining process, or as #5 above.
7. No Transportation Operations employee shall be laid off as a result of the operation of plow trucks (with front plow and wing plow), without assistance of a wing person.
8. Employees will not be eligible to work overtime when doing so would reduce their allowable driving hours under Regulation 4/93 of the Highway Traffic Act, to a point where they would not be legally available to work their regularly scheduled hours.
9. The parties recognize that the Region is required to manage winter

operations in the Transportation Division in accordance with Regulation 4/93 of the Highway Traffic Act.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

For the Regional Municipality of  
Waterloo

Zilda Amaral  
Ellen McGaghey  
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Nancy Kodousek  
Ed Switenky  
Glenn Roach

L-6      LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

RE: TEMPORARY WINTER ASSIGNMENTS

In the Roads Section, no later than November 1 of each **year** **Transportation Operations employees, and Traffic Equipment Operators (Centre Line) and Traffic Equipment Operators (Zone Painter)** will be advised by management of the temporary winter assignments that will be required for the winter season. The temporary winter assignments will all be made on or around November 15 of each year on the basis of seniority. **All remaining temporary winter assignments will be filled by external candidates.** The primary/regular operator shall remain on their same shift and work location unless a more senior employee in the Roads Operations who is not a primary/regular operator cannot be afforded their choice of shift and location or unless the primary/regular operator wants to work an evening shift. If the senior employee who is not a primary/regular operator cannot receive their choice of shift and location by seniority preference only then can that employee exercise their seniority to chose a primary/regular operator work assignment. Should a temporary winter assignment become open in the Roads section after the above noted winter assignments have been made, employees on temporary winter assignment will be given the option of taking the vacant temporary winter assignment on the basis of seniority.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks

Reiner Strenzke

Ernie MacLeod

For the Regional Municipality of  
Waterloo

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L-7        LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

Re: Services Contracted Out

The Region agrees to meet with the Union from time to time at Union-Management meetings where requested by the Union to review the issues or concerns the Union may have with the services contracted out by the Region. For these meetings the Region shall make available to the Union any relevant information, including costs, in its possession at the time of the request, or which it can reasonably obtain, that may be required by the Union to evaluate the work that is undertaken or tendered, with the exception of information that is subject to privacy under Regional policy or privacy legislation.

The Union agrees to provide the Region with at least ten (10) working days notice, prior to the meeting, of the contracted services they would like to review so that the Region has sufficient time to prepare the necessary information and to ensure that the appropriate management representatives are present at the meeting.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Harry Slupeiks  
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Letter #8

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**RE: EMPLOYMENT STANDARDS ACT (2005) – SECTIONS 17, 18 AND 19**

Amendments to the Hours of Work section of the Employment Standards Act (ESA) become effective March 1, 2005. The Region has applied for an exemption to the limitations of Sections 17, 18 and 19 of the ESA as follows:

1. The Region acknowledges the Union as the sole representative of the employees as per Section 6 of the Act. Furthermore the Region recognizes that the Union is the sole bargaining agent with the authority to enter into any agreement regarding the application of the E.S.A. for the employees represented by C.U.P.E. Local 1656.
2. The regular hours of work per day and per week are set out in Article 18 and the Letter of Understanding “L1” (page 161-166) of the Collective agreement.
3. In accordance with Section 17 (2) of the ESA, the Union gives consent for all employees who are represented by CUPE Local 1656, in all classifications, to work up to thirteen (13) hours in a workday and up to sixty (60) hours in a work week, subject to full compliance with the applicable articles of the Collective Agreement, including the fact that overtime is voluntary.
4. Notwithstanding Section 17 (3) and (4) of the ESA, item #3 of this agreement shall remain in effect for the term of the current Collective agreement.
5. In accordance with Section 18 (3) of the ESA, the parties agree that an employee shall be free from the performance of work for a continuous period of at least eight (8) hours:

- a) when the employee, while not on call, completes one (1) or more consecutive shifts that total thirteen (13) hours of work (including lunch or break periods) since the last continuous work free period of at least eight (8) hours and subject to #7, such employee shall not work more than thirteen (13) hours in a day;
  
- b) i) when the employee, while on call, completes one (1) or more consecutive shifts that total thirteen (13) hours of work (including lunch or break periods) since the last continuous work free period of at least eight (8) hours, and subject to #7, such employee shall not work more than sixteen (16) hours in a day;
  
- ii) For clarity, an employee's workday starts after he/she has received at least 8 consecutive hours off. An employee while on stand-by (referenced in 5b as on call):
  - A) may be asked to work a maximum of 16 hours in a 24-hour period from his/her last 8 consecutive hours free from work.
  
  - B) is entitled to 8 consecutive hours free from work where he/she has worked a minimum of 13 hours in a 24-hour period since his/her last 8 consecutive hours free from work.

It is understood that work hours are hours worked and not hours paid.

- c) where the employee, qualifies for an eight (8) hour break and the break period overlaps with the start of the employee's next normal shift, the employees will be paid regular wages for the period of overlap and will not be required to attend work for that period.
  
- d) for the purposes of this item, "shifts" refers to any periods of working time that are separated by a period of time when the employee is free from the performance of work, excluding the meal and break periods provided in the Collective Agreement.

6. It is agreed that the following applies to the “Exceptional Circumstances” in Section 19 of the ESA:

- a) The Employer agrees to act in good faith when determining that the overtime work meets the criteria of Section 19.
- b) Any disputes regarding the interpretation, application or alleged violation of Section 19 of the ESA shall be subject to the procedures set out in Articles 7 and 9 of the Collective Agreement.

7. Disputes regarding the interpretation, application or alleged violation of this agreement shall be subject to the procedures set out in Articles 7 and 9 of the Collective Agreement.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of  
Waterloo

Harry Slupeiks  
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Glenn Roach

Letter #9

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**Re: Filling *Seasonal* Temporary Full Time and *Seasonal* Temporary Part-time Scaleperson Position**

When a *seasonal* vacancy occurs for a temporary full-time Scaleperson it will first be offered to all existing full-time Scalepersons in order of the combined seniority for both Waterloo and Cambridge sites. When the location and shift of the temporary full time vacancy has been determined the permanent part-time Scalepersons would be offered the temporary full-time position in order of seniority. Each employee will be allowed *up to* 48 hours (Monday to Friday) to consider the location and shift before indicating their choice to management.

All subsequent vacancies created by the movement within the Scaleperson classification would be filled by repeating the above process. After all existing permanent full-time and permanent part-time Scalepersons have had the opportunity to move to a vacancy the remaining vacancy(ies) will be posted in accordance with Article 9.01.

At the end of the temporary full-time position(s) all employees shall be returned to the position, work location and shift they held prior to the start of the temporary position.

Renewed at Waterloo, Ontario, this 9<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of  
Waterloo

Harry Slupeiks  
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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**Re: Apprenticeship Program**

The parties agree to meet to discuss the feasibility of establishing apprenticeship programs within the scope of CUPE Local 1656 work.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of  
Waterloo

Harry Slupeiks  
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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**Re: SCADA Operator – Lead Hand**

The Region agrees that the Process/SCADA operator on each shift that is designated as the SCADA Operator shall be the Lead Hand for the shift and shall be paid **\$1.25** per hour as Lead Hand. In order to qualify for the premium the operator must work the whole shift.

Renewed at Waterloo, Ontario, this 17<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Local 1656

For the Regional Employees,  
Municipality of  
Waterloo

Harry Slupeiks  
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LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**RE: Airport 10 Hour Shifts**

**This Letter of Understanding constitutes acceptance of the addition of ten (10) hour rotating shifts at the Region of Waterloo International Airport.**

**The following areas in the Collective Agreement are understood and/or agreed to:**

- 1. Where "working day" or "standard hours of work" is used in the Collective Agreement, it is to be read as a ten (10) hour shift for employees scheduled to work 10 hour shifts, except as otherwise noted in this Letter.**
- 2. In the following Articles, a ten (10) hour shift equals one and one fourth (1 1/4) working days:**
  - a) 8.01(a) - Seniority**
  - b) 16.08 - Vacation**
- 3. For Clauses 11.04 and 11.05, the Region will pay the employee in accordance with the number of hours they are scheduled for the day.**
- 4. 15**

**Permanent full-time employees scheduled to work on a specified holiday shall receive one and one half (1 ½) times their regular rate for all hours worked. Permanent full-time employees shall receive one day for each specified holiday referenced in Article 15.01 in a lieu bank at the beginning of the year to be used throughout the calendar year. Any days not used within the calendar year will be paid out in December. For employees hired after January 1<sup>st</sup> of each**

**year or who are on an approved leave for any reason for more than thirty (30) calendar days will have their specified holidays prorated for that year.**

**Employees working Christmas Day shall receive double (2) time their regular rate for all hours worked.**

**For permanent full-time employees Article 15.03, 15.05, 15.06, 15.07 & 15.08 does not apply.**

**5. 16.01**

**Vacation entitlement shall be calculated based on an eight (8) hour day, forty (40) hour work week.**

**6. 16.05b)**

**m) Airport – For the purpose of this article, vacation will be scheduled by crew.**

**7. 17.03**

**Jury service will be paid as per the number of scheduled working hours, on the day(s) of such duty.**

**8. 17.04**

**Bereavement will be paid as per the number of scheduled working hours on the day(s) of eligible bereavement.**

**9. 18.01(b) & 18.03**

**The paid rest periods stipulated in Clauses 18.03 will be read as one (1) paid thirty (30) minute lunch period so that there will then be two (2) thirty (30) minute paid lunch periods within the ten (10) hour shift. Break times shall be designated by the supervisor, or the lead hand if the supervisor is unavailable.**

**10. 18.02 (a)**

**If first shift is a ten (10) hour shift, then ten times one and a half (10 x 1 1/2) is paid.**

**Employees may request a change in shift, provided they exchange a shift of equal hours in the same pay period with an employee in the same classification. Employees cannot exchange shifts that would result in a violation the Canada Labour Code or working two (2) full back to back shifts. For clarity, an employee cannot work two (2) full shifts in a 24 hour period.**

**Any exchanges must be pre-approved by the supervisor. If the approved shift exchange does not occur for any reason it is the responsibility of the employee originally scheduled for the shift to ensure the shift is filled.**

**11. 19.01 (a)**

**Overtime will not be paid for a scheduled ten (10) hour day, where the ten (10) hour shift is the normal work day.**

**12. 19.01 (b)**

**A regular shift is to be read as ten (10) hours when an employee is scheduled on a 10 hour shift for the purpose of this clause.**

**13. 19.01 (c)**

**If overtime is required for the full crew at the beginning of the day the crew that is next scheduled will be offered overtime first. If the overtime is required at the end of the shift for the full crew it will first be offered to the crew currently working. Should additional employees be required, overtime will be offered on a rotational basis provided they are eligible to work under the Canadian Labour Code and the overtime opportunity does not result in an employee working two (2) full back to back shifts.**

**14. 19.06 (a)**

**Shifts referred to in this article will be ten (10) hours or eight (8) hours as the case may be.**

**15. Sick Leave**

**Sick leave will continue to be earned at one and a half (1 1/2) 8 hour days per month, however, sickness on ten (10) hour shifts, would be deducted at one and one fourth (1 1/4) days per ten (10) hour shift not worked on account of sickness.**

**16. W.S.I.B**

**Where employees are absent and in receipt of Workers' Compensation benefits, the Region will make up the difference between compensation allowance and their regular salary or wage until such time as their sick leave credits are exhausted. Sick leave credits shall be debited on an hour for hour basis for all hours scheduled.**

**This Letter of Understanding shall remain in force for the life of the Collective Agreement, unless the Region determines that the shift is no longer necessary for business reasons. If the Region decides to end this agreement, they will provide the Union and employees with a minimum of four (4) weeks notice.**

Signed at Waterloo, Ontario, this 17<sup>th</sup> day of February, 2010.  
For the Canadian Union of Public  
Local 1656

For the Regional Employees,  
Municipality of  
Waterloo

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

Zilda Amaral  
Ellen McGaghey  
Bob Radunske  
Nancy Kodousek  
Ed Switenky  
Glenn Roach

Letter #13

LETTER OF UNDERSTANDING  
- between -

THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**RE: 8 Hour Process/SCADA Operator**

**This letter pertains to the Process/SCADA Operators who regularly work eight (8) hour shifts (P8s) and provide coverage for Process/SCADA Operators who work twelve (12) hour rotating shifts.**

**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 as an eight (8) hour shift.**

- 2. 15.03(a)  
If scheduled to work twelve (12) hours on a specified holiday, the employee is paid at the rate of twelve times two and a half (12 x 2 1/2) regular rate.**

**15.03(b)  
If scheduled to work twelve (12) hours on a specified holiday instead of receive twelve times two and a half (12 x 2 1/2) their regular rate, the employee may receive twelve times one and a half (12 x 1 1/2) hours pay, with twelve (12) hours lieu time off.**

**The lieu day taken off will be in accordance with article 15.03 (b) (iii).**

- 3. 16.01  
Vacation entitlement shall be calculated based on an eight (8) hour day, eighty hour pay period or 2080 hours per year.**
- 4. 17.03**

**Jury services will be paid as per the number of scheduled working hours on the day(s) of such duty.**

**5. 17.04**

**Bereavement will be paid as per the number of scheduled working hours on the day(s) of eligible bereavement.**

**6. 18.01(b) & 18.03**

**If scheduled to work twelve (12) hours 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 one (1) paid twenty (20) minute lunch periods and two (2) thirty (30) minute lunch periods within the twelve (12) hour shift. Such times shall be designated by the supervisor for the 7:00 pm to 7:00 am shift. All reasonable efforts will be made such that lunch periods shall be uninterrupted. Where it is not operationally possible to have an uninterrupted lunch period the employer agrees to pay the applicable lunch period at time and one half.**

**7. 18.02**

**i) Vacation requests received prior to the date referenced in Article 16.06 will be approved by seniority among all Process/SCADA Operators.**

**ii) Vacation requests for work on a specified holiday received prior to the date referenced in Article 16.06 for 12 hour Process/SCADA Operators will be covered on a rotational basis by the P8 Operators starting with the most senior, if declined, then the most junior P8 Operator will be assigned the shift, including shifts that attract overtime or work on specified holidays; the next time around, the 2<sup>nd</sup> most junior P8 Operator will have to take the shift, etc.**

**All eligible P8 Operators will be required to cover**

**specified holidays unless approved vacation submitted prior to the date referenced in Article 16.06 is adjacent to a specified holiday. Should a P8 Operator be scheduled to work a specified holiday #2 above will apply.**

**8. 19.01(a)**

**When scheduled to work twelve (12) hour shifts overtime will be paid for hours in excess of eighty (80) hours in the two (2) week pay period and not on a daily basis.**

**When scheduled to work twelve (12) hour shifts the second regular day off will commence twenty-four (24) hours after the last scheduled twelve (12) hour shift. e.g. last scheduled work day completed at 07:00 Monday - double time begins 07:00 Tuesday until 07:00 Wednesday.**

**9. Sick Leave - Article 20**

**Sick leave will continue to be earned at one and a half (1 ½ ) days per month, however sick time taken on a scheduled twelve (12) hour shift will be deducted at one and a half (1 ½ ) days per twelve (12) hour shift not worked on account of sickness.**

Signed at Waterloo, Ontario, this 17<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of Waterloo

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

Zilda Amaral  
Ellen McGaghey  
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Nancy Kodousek  
Ed Switenky  
Glenn Roach

Letter #14

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -



THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**RE: - POLICE RECORD CHECKS**

This Letter of Understanding has been arrived at by agreement between the parties:

1. The Union retains the right to challenge any decision by the Employer which is made on the basis of what is contained in a police record check. A police record check can take one of two forms: the more extensive check for vulnerable services sector clearance (“a vulnerable services sector report”); and the less extensive check from the CPIC database (“a clearance letter”).
2. For the job postings which require a police record check, only the successful candidate will be required to obtain a police record check.
3. Once the successful candidate obtains the police record, it is given to the Employer as follows, and the following will apply:
  1. If the police record is clear, the candidate will give it to the Human Resources Associate responsible for arranging the job posting.
  2. If the police record is not clear, the candidate may choose whether to give it to the Human Resources Associate responsible for arranging the job posting, or the candidate may give it to the Commissioner: Human Resources or their designate.
  3. Notwithstanding the above distinction, new hires will give the police record to the Human Resources Associate responsible for arranging the job posting.
  4. i) If the Human Resources Associate has received the police record and is in any doubt as to the relevance of the information on the police record to the posting, they will refer

the matter to the Commissioner: Human Resources for a decision.

- ii) If the Human Resources Associate has received the police record for a position listed in paragraph 10 requiring a police record check to access the Airside Area of the Region of Waterloo International Airport and is in any doubt as to the relevance of the information on the police record, they will refer the matter to Transport Canada for a decision.
5. i) If the police record has been referred to the Commissioner: Human Resources, the Commissioner: Human Resources will determine the impact, if any, of the police record on the appointment of the successful candidate to the position.
- iii) If the police record has been referred to Transport Canada, Transport Canada will determine the impact, if any, of the police record on the appointment of the successful candidate to the position.
4. In the event the candidate obtains a police record with inaccurate information the Region will hold the position for a one (1) week period to allow the candidate the opportunity to correct the inaccurate information.
5. Candidates who are existing Regional employees will be reimbursed for the cost of the police record received by Human Resources. Candidates hired for temporary employment into the same reoccurring seasonal position will be reimbursed on consecutive years for the cost of the police record received by Human Resources.
6. If the successful candidate, on receiving the police record, chooses to withdraw their application, they may do so without any prejudice whatsoever.

7. If a new position is created and the Employer concludes the position will likely require a police record check, it will negotiate with the Union on the requirement. If the parties fail to agree as to whether a police record check is necessary, or whether it should be a vulnerable services sector report or a clearance letter, they will refer the matter to expedited arbitration, as provided in this Letter of Understanding.
8. Other than as provided in this Letter of Understanding, the Union takes no position on any requirements for police record checks for new hires the Employer makes.
9. The incumbents of positions that are designated in this Letter of Understanding for a police record check will be deemed to have obtained a police records clearance for the position they occupy and the positions they have occupied while employed by the Region or its predecessor. If, however, an employee has occupied positions which require only a clearance letter, and they are the successful candidate for a position which requires a vulnerable services sector report, they will be required to obtain a vulnerable services sector report prior to their appointment to the position. All of the provisions of this Letter of Understanding are subject to this grandparenting provision (except employees required to access the Airside Area of the Region of Waterloo International Airport).
10. Notwithstanding the above, if a statute or regulation requires that a police record check be obtained for a particular position, or if a condition for the funding of a particular position requires a police record check, the parties agree that current employees will be required to obtain such police record check. The positions which requires a police record check as a condition of statute, regulation or funding, are as followings:

<b>Dept.</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
<b>TES</b>	<b>AIRPORT</b>	<b>R01213</b>	<b>Lead Hand - Airport Maintenance Specialist</b>

<b>TES</b>	<b>AIRPORT</b>	<b>R00711</b>	<b>Airfield Maintenance Specialist</b>
<b>TES</b>	<b>AIRPORT</b>	<b>R01238</b>	<b>Airport Maintenance Operator II</b>
<b>TES</b>	<b>AIRPORT</b>	<b>R00679</b>	<b>Airport Maintenance Operator I</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R00578</b>	<b>Chief Building Operator (OPS)</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R00577</b>	<b>Building Operator (OPS)</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R01202</b>	<b>Maintenance Electrician</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R01439</b>	<b>Lead Hand – Fleet Technician (Airport)</b>

In the event any position is created which requires a police record check as a proven condition of funding, or if there is any such position thus far not identified, the Employer will forthwith inform the Union thereof in writing with supporting documentation, and the provisions of paragraph 5 above will apply.

11. The following positions of trust entail a high level of financial discretion or involve the control / handling of large amounts of cash / funds or computer access to the authorization of the payment of funds, and are not subject to regular monitoring and verification, require a clearance letter:

<b>Dept.</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
<b>FIN</b>	<b>PURCHASING</b>	<b>R01242</b>	<b>Lead Hand, Materials Management</b>
<b>FIN</b>	<b>PURCHASING</b>	<b>R00547</b>	<b>Stockkeeper (Materials</b>

			<b>Management)</b>
<b>FIN</b>	<b>PURCHASING</b>	<b>R00894</b>	<b>Lead Hand - Stock (Transit)</b>
<b>FIN</b>	<b>PURCHASING</b>	<b>R00893</b>	<b>Stockkeeper (Transit)</b>
<b>TES</b>	<b>WASTE MGT</b>	<b>R00795</b>	<b>Lead Hand (Waterloo Scales)</b>
<b>TES</b>	<b>WASTE MGT</b>	<b>R00548</b>	<b>Scaleperson</b>

12. The following positions where the employee is or will be regularly dealing with a vulnerable population group, require a vulnerable services sector report:

<b>Dept.</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R01286</b>	<b>Maintenance Plumber/HVAC (WRH)</b>
<b>CR</b>	<b>FACILITIES</b>	<b>R01000</b>	<b>Facilities Maintainer (WRH)</b>

13. An existing position not listed above will be deemed to not require a police record check, unless:

1. The position has not had an incumbent for longer than 1 year;
2. The position has not been posted for at least 5 years;

In either of these events, the position will be treated as a newly created position and the provisions of paragraph 7 will apply.

14. **MANDATORY DISCLOSURE OF CRIMINAL CHARGES AND/OR CONVICTIONS**

1. For the purposes of this paragraph, a conviction excludes a conditional or absolute discharge, except for conditional discharges for offences involving a vulnerable person.
2. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human Resources when the employee is convicted of an offence under the *Criminal Code*. Regional management will review the conviction to determine what action, if any, ought to be taken in light of the employee's position and the nature of the criminal offence. The Union reserves its right to grieve and arbitrate any action taken by the Region.
3. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human Resources when the employee is charged with an offence under the *Criminal Code*, where the nature of the offence is such as to be potentially harmful or detrimental to the Region's reputation or capacity to deliver services to the general public or potentially viewed as a threat to civil aviation or that it will render the employee unable properly to perform their duties or that it will have a harmful effect on other employees of the Region.
4. Without restricting the generality of the foregoing, an employee must report a criminal charge in accordance with this Letter of Understanding when charged with one of the following offences:
  - a) Any violent sexual offence under the *Criminal Code*
  - b) Any offence under the *Criminal Code* involving children under 18 years of age;
  - c) Crimes of violence involving a vulnerable person, which include threats, assaults and the use, possession or distribution of a weapon;

- d) Any offence involving the making, possession or distribution of child pornography;
- e) Any offence under the *Criminal Code* involving terrorist activities, organized crime or the endangerment of aircraft safety;
- f) Any offence involving the trafficking of firearms or illegal possession of firearms; and
- g) Theft (over \$100) or fraud.

5. If the criminal charge arises out of conduct which occurred outside of the employment relationship, the Employer may suspend the employee with pay and without loss of benefits or transfer the employee to another position within the bargaining unit (also without loss of pay or benefits) pending the outcome of the criminal proceedings. The Union reserves the right to grieve any paid suspension or transfer under this Letter of Understanding. If the criminal charge is not resolved within twelve months, the Employer reserves the right to change the paid suspension to a suspension without pay which may be subject to a grievance under the Collective Agreement. If the employee is charged with a criminal offence and is incarcerated or is subject to a restraining order, the employer will not pay the employee for any period of absence where they are unavailable to perform their position, unless the employee opts to use vacation. If the employee is not convicted of the charges, the employee will be returned to their former position without prejudice to their record.
6. If a person is convicted of an offence, the Employer reserves its right to take such action as it considers appropriate, and the Union reserves its rights to grieve and arbitrate the matter.
7. If the criminal charge arises out of conduct which occurred within the employment relationship, the Employer reserves the right to suspend the employee with or without pay pending the outcome of the investigation, criminal proceedings and/or

- grievance/arbitration procedure. The Union reserves its rights to grieve and arbitrate the suspension.
8. The Employer agrees to receive the information concerning the employee's charges and/or convictions and maintain its confidentiality in accordance with the requirements set out in this Letter of Understanding.
  9. The employee shall notify Human Resources under this paragraph in the manner set out in paragraph 3.2 above.
  10. Consideration of the information received from the employee will be dealt in the manner contemplated in paragraphs 3.4 and 3.5 above.
  11. The record of the charges and conviction of an employee will be kept in the manner described in paragraph 13.
  15. An employee's police record, and any information they have provided of a relevant criminal charge or conviction, will be kept in a sealed envelope in the employee's personal personnel file with a written instruction as to who will be entitled to have access to it, being:
    1. The employee themselves.
    2. Any person required by law to view it.
    3. The Employer's Commissioner: Human Resources.
  16. For the purposes of this Letter of Understanding the references to the Commissioner: Human Resources refer also to their designate, in the absence of the Commissioner: Human Resources.

Signed at Waterloo, Ontario, this 17<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional  
Municipality of Waterloo

Harry Slupeiks

Zilda Amaral



Reiner Strenzke  
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## **COLLECTIVE AGREEMENT**

between

**THE REGIONAL MUNICIPALITY OF WATERLOO**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1656 (Part-Time)**

January 1, 2010 to December 31, 2012



## CUPE LOCAL 1656 PART-TIME

### ARTICLE INDEX

ARTICLE	TITLE	PAGE
1	Purpose	209
2	Recognition	209
3	No Discrimination	211
4	Check-off of Union Dues	212
5	Membership in the Union	213
6	Management Rights	214
7	No Strikes or Lockouts	215
8	Seniority	215
9	Job Vacancies	223
10	Correspondence	229
11	Union Representation	229
12	Grievance Procedure	231
13	Representation, Suspension and Discharge	235
14	Arbitration	238
15	Specified Holidays	241
16	Vacation	242
17	Leave of Absence, (Union Business, Personal Leave, Jury Duty, Bereavement Leave, Maternity, Parental, Adoption, Paternity Leave, and General, Education Leave)	245

ARTICLE	TITLE	PAGE
18	Hours of Work, Schedules, Breaks and Reporting	250
19	Premium Pay and Allowances, (Overtime, Shift Premium, Call-in, No Stand-by Requirement, Meal Allowance, Temporary Assignments)	254
20	Absence From Work, (Modified Duties)	260
21	Safety (*See also L-2)	268
22	Clothing & Equipment	267
23	Health & Welfare Benefits	271
24	Wages, Compensation & Re-imbusement	272
25	Ontario Works	273
26	Definitions of Employees	273
27	General Conditions and Benefits	277
28	Technological Change	280
29	Performance Appraisals	281
30	Contracting Out	281
31	Term of Agreement	284
	APPENDICES	
A	Job Classifications and Rates	285
B	Uniform Order Form	123
C	Performance Appraisal Form	157
D	Joint Job Evaluation Plan	136

## LETTERS OF UNDERSTANDING

TITLE	PAGE
Limit of Part-Time Employees	L-1 p.287
Right to Refuse Unsafe Work	L-2 p.288
Part-Time OMERS	L-3 p.289
Services Contracted Out	L-4 p.290
Seasonal Temporary Scaleperson positions	L-5 p.291

## CUPE LOCAL 1656 PART-TIME

### TOPICAL INDEX

TITLE	PAGE	ARTICLE
Absence From Work, (Modified Duties)	260	20
Arbitration	238	14
Ontario Works	273	25
Check-off of Union Dues	212	4
Clothing & Equipment	267	22
Copies of Agreement	272	24
Contracting Out	281	30
Correspondence	229	10
Definitions of Employees	273	26
Representation, Suspension and Discharge	235	13
General Conditions	277	27
Grievance Procedure	231	12
Health & Welfare Benefits	271	23
Hours of Work, Schedules, Breaks and Reporting	250	18
Job Vacancies	223	9
Leave of Absence, (Union Business, Personal Leave, Jury Duty, Bereavement Leave, Maternity, Paternity, Adoption and Parental Leave, General , Education Leave)	245	17
Management Rights	214	6

TITLE	PAGE	ARTICLE
Membership in the Union	213	5
No Discrimination	211	3
No Strikes or Lockouts	215	7
Ontario Works	273	25
Performance Appraisals	281	29
Premium Pay and Allowances, (Overtime, Shift Premium, Call-in, No Stand-by Requirement, Meal Allowance, Temporary Assignments)	254	19
Purpose	209	1
Recognition	209	2
Safety	268	21
Seniority	215	8
Specified Holidays	241	15
Technological Change	280	28
Term of Agreement	284	31
Union Representation	229	11
Vacation	242	16
APPENDICES		
Job Classifications and Rates	285	A
Uniform Order Form	123	B
Performance Appraisal Form	157	C
Joint Job Evaluation Plan	136	D



This Agreement made this 17th day of February, 2010

between:

**The Regional Municipality of Waterloo**  
(Hereinafter Called the "Region")

- and -

**The Canadian Union of Public Employees**  
**and its Local 1656** (Part-Time)  
(Hereinafter Called the "Union")

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. It is the desire of the parties to co-operate in maintaining a harmonious relationship between the Region and its employees and the Union 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 regularly employed for not more than twenty-four (24) hours per week, save and except supervisors, persons above the rank of supervisor, office, clerical, technical and laboratory staff, and students as defined in Article 26.01 e).

## 2.02 Use of Volunteers

The parties agree that where the Region wishes to use volunteers in any areas other than the clean up of roadside litter under the "Adopt-a-Road" program **or the Neighbourhood Litter Clean-up along the North Railway Spur**, their use and placement shall require the mutual agreement of the Region and the Union.

## 2.03 Supervisor and Bargaining Unit Work:

The Region recognizes that supervisory personnel will not perform work normally performed by employees in the bargaining unit unless there is an emergency for which no qualified employees are readily available, or for the purposes of instructing personnel, or as mutually agreed by the parties in writing.

## 2.04 No Lay-off Due to Contracting Out

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. For clarification layoff is defined as per the Employment Standards Act.

## 2.05 Individual Employee Agreements Prohibited

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.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. The Region shall not negotiate any terms or conditions of employment with employee(s).

### **Article 3 - No Discrimination**

3.01 The Region and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Region or by the Union or by any of their representatives with respect to any employees by reason of race, colour, age, handicap, sex, sexual orientation, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership, lawful activity or non-activity in a trade union.

#### 3.02 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 of Sexual Harassment

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) Interpersonal Conduct

The Region requires that all employees of the Region act professionally and treat one another with courtesy and respect. All employees are responsible to conduct themselves in a manner that contributes to positive working relationships. The Region will not permit any interpersonal conflict that involves threatening or abusive behaviour.

- c) 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.
- d) 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.
- e) 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 Deduction of Union Dues

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 or designate shall be notified in writing forty-five (45) calendar days prior to any required change in deductible assessments.

#### 4.02 Remission of Union Dues

Such deductions will be made every pay by the Treasurer of the Region, and shall be forwarded to the National Secretary-Treasurer, CUPE, 1375 Boul St. Laurent Blvd, Ottawa, Ontario, K1G 0Z7, 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 total regular wages for the bargaining unit and any other union dues information that is required by the Union and is available to the Employer. A copy of the list shall be sent to the Secretary-Treasurer of the CUPE Local 1656. 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.

4.03 The Union shall indemnify and save the Region harmless with respect to all dues so deducted and remitted.

#### 4.04 T-4 Slips

The Region will include the amount of union dues deducted from employees, on the T-4 slips.

### **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 New Employee and Orientation to Union

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:

- a) 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;
- b) 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;

- c) Select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, layoff, 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;

d) Direct the working forces, the right to plan, direct and control the operations of the Region, the right to introduce new and improved 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 there from, 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.

### **Article 7 - No Strikes or Lockouts**

7.01 The Region and the Union agree to follow procedures as outlined in this Agreement. It is understood and agreed that there will be no strike or lockout during the lifetime of this Agreement, and the definition of "strike" and "lockout" are those set out in the Ontario Labour Relations Act.

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 Probationary Period

- a) Employees shall be probationary employees until they have been continuously employed by the Region for:
- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6,
  - ii) four (4) continuous months or for eighty (80) actual days

worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

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 Region 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.

## 8.02 Seniority List

The Region shall maintain a seniority list showing the date upon which each permanent part time employee's continuous service with the Region commenced from the most recent hire date within Local 1656 and any "adjusted seniority date". Employees names shall be listed in descending order according to their respective "most recent hire date". An up-to-date copy of this list will be given to the Union twice each year in the months of June and December 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 Assistant CAO, Human Resources or designate 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 Role of Seniority - Promotion and Lay-off

- a)i) Seniority shall operate and govern on a bargaining unit wide basis provided that the senior employee possesses the necessary skill and ability to perform the work available. For job postings, the candidate selected shall be the senior employee possessing the necessary skill and ability to perform the work available, with a two (2) working day



orientation period and no training. 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 possesses the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training. The orientation period shall provide an opportunity for the Region to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. 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. Employees shall be allowed to bump to a higher paid classification.

ii) Notice – Permanent Lay-off

In the event of a permanent lay-off, as defined in the Employment Standards Act, all employees to be laid off will be given at least eight (8) weeks notice of lay-off. Laid off employees must exercise their bumping rights within two (2) weeks from the date they are notified of the lay-off. Any other employees so bumped must exercise their bumping rights within one (1) week of their being bumped, and so on, on a one (1) week maximum basis for each involved employee.

iii) Notice – Temporary Lay-off

In the event of a temporary lay-off as defined in the Employment Standards Act, all employees to be laid off will receive a one (1) week period of notice. At the end of the second 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 fifth day.

**iv) In the event an employee is laid off or bumped from their position and that position becomes vacant within thirty-six (36) months of the employee's date of lay-off or bump, said**

**employee shall be offered that position before it is posted or offered to another employee.**

b) Layoff Protection for Union Executive

In order that 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, Chief Steward and the Senior Steward (as identified by the Union for the part-time unit when layoffs are in the part-time unit), shall be the last persons laid off during their term of office, as long as full-time work (or part-time work for the Senior Steward) for which they possess the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training at their own wage level. Should work not be available at the same wage level, then placement will be made at the next lower wage level.

c) Notice of Lay-off to Union

The Region will give the Union as much advance notice as is reasonably possible, but not less than eight (8) weeks, 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.

8.04 Seniority Determination when Hired on Same Date

Where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the Region and the Union. The random draw shall be conducted as soon as possible after the completion of the employee's probation period. The affected employees and a member of the Union executive shall be present with a representative of Human Resources at the random draw. The results of the random draw shall be recorded and signed by those in attendance, and a notation shall appear on the seniority list.

## 8.05 Seniority Accumulation – Layoff or Authorized Leave of Absence

Subject to Clause 8.06 - if permanent part-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 due to illness or accident, will continue to accumulate seniority until clause 8.06 applies.

## 8.06 Loss of Seniority and Termination

Seniority status once acquired by permanent part-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;
- 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 twelve (12) months, whichever is less;
- d) Continuous non-employment while in receipt of LTD or WSIB benefits for a period of time equal to the length of seniority at the time of commencement of absence, or for a period of thirty-six (36) months, whichever is the lesser.
- e) Failure to signify intention to return to work after recall from lay-off within five (5) 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 five (5) 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 five (5) working days to notify the Region.
- iii) An employee who has complied with ii) above will have a further five (5) working days from the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the said five (5) 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 Permanent Promotion/Transfer Out of Bargaining Unit

- a) 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 sixty (60) calendar days, and if demoted or transferred for any reason to a position which is subject to this Agreement, such employee 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 sixty (60) days specified above. It is agreed that this clause pertains specifically to permanent promotions or transfers outside of the bargaining unit.

No employee shall be transferred or promoted to any permanent position outside the bargaining unit against the wishes of the employee.

b) Temporary Promotion/Transfer Out of Bargaining Unit

No employee shall be transferred or promoted on a temporary basis to any position outside the bargaining unit without the prior agreement of the employee.

If an employee is transferred to a temporary position or assignment outside the bargaining unit such employee shall lose all seniority from the time and date of leaving the bargaining unit unless the employee and the Region receive the prior written agreement of the Union.

c) Promotion/Transfer between Full-time and Part-time Units

The promotion or transfer of part-time or full-time employees to positions in either the CUPE Local 1656 full-time or part-time Collective Agreements is covered by this Agreement. The transfer of seniority between these bargaining units shall be calculated as follows:

i) A part-time employee who is selected for a full-time position covered by CUPE Local 1656 full-time Collective Agreement shall receive credit for seniority earned in the part-time bargaining unit on the basis of 2080 regular hours being equal to one (1) year of service. For periods of less than one (1) year, the number of hours shall be prorated on the basis of eight (8) hours per day and five (5) days per week with any period of less than eight (8) hours counting as one (1) day. The resulting seniority shall be converted to a date and posted to the CUPE Local 1656 full-time seniority list.

ii) A full-time employee who is selected for a part-time position covered by the part-time Collective Agreement of CUPE Local 1656 shall have their seniority posted as the most recent hire date to the CUPE Local 1656 part-time seniority list.

#### 8.08 Seniority from other Organizations

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 service on a combined list of employees forming the total seniority list for all purposes.

#### 8.09 Transfer into Bargaining Unit – Probationary Period

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 backdated to the most recent hire date within 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.

#### 8.10 Resignation of Employment

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 resignation 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**

### 9.01a) Posting of Vacancies

The Region will post for five (5) working days a notice of a new position or vacant position showing the department, the number of vacancies, the type of position and location for the initial hours of work, any required knowledge and/or education, skills, shift and wage rate, according to the job description for the position, in order that the employees may have the opportunity of making written application for such positions. A copy of all job postings shall be sent to the Recording Secretary of the Union.

### b) Priority for Employees on Lay-off

No new employee(s) will be hired until consideration is given to any laid off employees.

### c) Priority of Applicants for Vacancies/Postings

Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Regional applicants will be considered in the following sequence:

- i) probationary employees (part-time unit)
- ii) full-time employees from full-time 1656 unit
- iii) temporary employees (part-time unit)
- iv) other Regional employees.

d) Full-time Access to Part-time Positions

Full-time employees shall be allowed to apply for part-time positions covered by the part-time CUPE Local 1656 Collective Agreement, and shall be governed by the applicable terms of this Collective Agreement, and Articles 8.07 b) and 9.01 d) of the full-time Collective Agreement.

e) No Outside Advertisements – Vacancies

No outside advertisement shall be placed or interviews conducted, until the applications of employees in the bargaining unit, and those in i), ii) and iii) above, have been fully processed.

f) i) Applying for Vacancies/Postings

Employees wishing to apply for a posted position shall do so by using the internal application form as agreed between the parties.

This form, and any information which is attached, will be used to select the candidate. Employees who make application for a position shall not be required to submit a resume with the application form in order to be considered for the position.

ii) Interview Questions

All interview questions will be relevant to the qualifications, skills and abilities needed to perform the duties of the position. The Region shall ensure that uniform interview questions are asked of all applicants for the position. Upon request, the Region will supply the applicant with a summary of their own screening or interview results.

iii) Selection for Positions

All interviewing and selection for positions shall only be conducted by members of Human Resources and management.



iv) Cancellation or Amendment of Posting

If the Region cancels or amends a posting for a position after applications are received and the posting is re-issued at a later date, the applications received from the cancelled or amended job posting will be considered provided:

- a) not more than three (3) months time has elapsed since the initial cancelled or amended job posting and,
- b) the applicants to the initial cancelled or amended job posting are deemed to be qualified for the amended job posting in accordance with article 8.03 a) i).

The Union will be advised of any cancelled or amended job postings at the time of such cancellation or amendment.

- g) No person or employee shall be hired into a position in the bargaining unit while continuing to hold a full-time position with the Regional Municipality of Waterloo.

h) Posting in Same Classification – No Trial Period

An employee who is the senior candidate for a job posting that is within the same classification (job description) will not be required to participate in screening, interviewing or testing. However, such employee will participate in a familiarization session with the hiring supervisor for the purposes of orienting the employee to the new work assignment, shift and location.

If an employee accepts the job offer for the new work location or shift following the familiarization session, the parties agree that the employee will not be required to undergo the trail period, (i.e. 15 and 25 day period), as referenced in article 9.05 a) i).

9.02a) Successful Applicant - Extension of Start Date

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 Assistant CAO, Human Resources or designate 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) Unsuccessful Applicant - Explanation

An unsuccessful senior applicant, if requested of the Assistant CAO, Human Resources or designate 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.

9.03a) Filling of Temporary Vacancies:

When the Region determines there is a need to fill a temporary vacancy, such as those caused by an employee's absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, a temporary vacancy of less than four (4) months shall be filled for the duration of the temporary vacancy on a rotational basis starting with the most senior qualified employee.

b) Temporary vacancies in the full-time bargaining unit that still exist at the end of the four (4) month period (as set out in Article 9.03 b) of the full-time collective agreement) where no full-time employee has been selected shall be made available to qualified part-time employees on the basis on seniority. Following completion of the full-time temporary vacancy period, the part-time employee shall return to their former position, work location and shift without loss of seniority. Subject to article 8.06 c), the employees returning to work following any of the

absences listed above shall be returned to the position, work location and shift they held prior to the start of the absence.

In the event that their position no longer exists returning employees will be able to bump any less senior employees upon their return, but must possess the necessary skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i. Employees shall be allowed to bump to a higher paid classification. In the event the returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

c) Subject to Clause 8.06 c) 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 skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification. In the event the returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

#### 9.04 Temporary Assignment During Posting Procedure

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 of a permanent position, a temporary vacancy in excess of four (4) months as per article 9.03 b), or a pregnancy, parental or adoption leave of four (4) months or more, for a period not exceeding forty-five (45) 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.

#### 9.05a) i) Job Posting Trial Period

In the event successful applicants wish to return to their former position within a period of up to fifteen (15) actual days worked, or proves unsatisfactory to the Region during the trial period of up to

twenty-five (25) actual days worked, they shall be returned to their former position without loss of seniority. Longer periods of time, as outlined above, may be mutually agreed upon in writing, between the Director of Employee Relations or designate, the employee and the Union. 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) Trial Period – Return to Position

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) Restriction on Re-Applying for Job Posting

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 Assistant CAO, Human Resources or designate and is actually received in the Human Resources Department prior to the expiration of the job posting and written permission is received from the Assistant CAO, Human Resources or designate or the Director of Employee Relations or designate. 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 Posting of Job Selections

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.

The timelines for filing grievances under Article 8.03 a) i) shall be deemed to commence with the date the list of the outcomes of all job postings is posted on the respective boards at each location.

#### 9.07 New or Changed Job Classification

The procedure for the rating of current, new or changed job classifications in the bargaining unit is provided in articles 7.2 and 10.2 of the Joint Job Evaluation Plan Terms of Reference in Appendix "D".

### **Article 10 - Correspondence**

10.01 All correspondence between the parties arising out of the Agreement or incidental thereto, shall pass to and from the Director, Employee Relations or designate of the Region, and the President and Recording Secretary of the Local Union, with a copy to the Region's Director of Employee Relations, the part-time bargaining unit's contact person and 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 three (3) employees from the part-time unit,
- b) a Grievance Committee of not more than three (3) employees from either the part-time unit or the full-time unit of Local 1656,
- c) two (2) Stewards from the part-time unit to represent part-time employees from the Waste Management Division and the Airport.

If a Steward is unavailable, an alternate steward may be selected by the employee needing assistance from among the available stewards or from the top five (5) officers of Local 1656. The alternate chosen should be from the nearest location.

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.

- d) 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.

#### 11.02 Steward Exclusions

Probationary employees shall not be eligible to serve as stewards or union committee members.

#### 11.03 CUPE Representative Access to Premises

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Region who 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 upon the provision of advanced notice.

#### 11.04 Duties and Pay of Union Representative

The Stewards and the Committee members shall not leave their work to investigate or process any grievance or to meet with the Region without the prior consent of their supervisor and the consent of the supervisor(s) of the employee(s) they wish to assist. Consent of the supervisor will not normally be granted for requests to conduct union business on Saturdays, but otherwise shall not be unreasonably

withheld. It is understood that the stewards are required to efficiently perform their regular job duties and will not be absent from regular duties unreasonably. In accordance with this understanding, representatives of the Union who are granted time off during their regular work period to investigate or process any grievance or to meet with the Region 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 Union/Management Committee

Meetings of a Union/Management Committee comprised of not more than two (2) employees covered by this Agreement and the Region may be held as required in conjunction with the Local 1656 Full-time Union/Management meetings at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall submit a list of matters it wishes to discuss. 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 Agreement.

### **Article 12 - Grievance Procedure**

- 12.01a) 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

Within ten (10) working days of the circumstances giving rise to the grievance have occurred, the grievor, accompanied by their Steward, shall meet with their Supervisor, Assistant Manager or Manager, thereby providing an opportunity to adjust their grievance. Such grievance shall be discussed with the Supervisor and Assistant Manager or Manager. The steward shall identify

the nature of the grievance and the article of the collective agreement that is alleged to have been contravened. The Supervisor, Assistant Manager or Manager shall deliver a written response to the Chief Steward within five (5) days of the grievance meeting.

Failing settlement, the grievance may, within ten (10) working days following receipt of the response from the Supervisor and Assistant Manager or Manager, then be referred to Step 2.

## Step 2

The Grievance Committee or a member thereof, may submit a written grievance to the Director of Employee Relations or designate. The grievance, signed by the aggrieved employee and/or the steward or union representative, 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.

The Director of Employee Relations or designate shall convene a meeting, which would include the Commissioner and appropriate management, and a maximum of four union representatives (to be chosen from the grievance committee and the area steward), and the grievor, within fifteen (15) working days from the date on which the grievance is received by the Director of Employee Relations or designate. The written decision shall be delivered to the Chief Steward within five (5) working days from the date on which the meeting was held under Step 2.”

Management agrees to move the special notes to follow the opening paragraph in 12.01 should that make it clearer.

- b) In the event a 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.



- c) The employee shall at all times be represented by their Steward or designate in meetings with the Region's representatives concerning their grievance.

#### 12.02 Time Limit for Grievance

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 than ten (10) working days prior to raising the grievance at Step 1.

#### 12.03 Policy Grievance

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 2 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 2, 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 Referral of Grievance to Arbitration

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 Director of Employee Relations or designate within fifteen (15) working days after the decision under Step 2, is given, it shall be deemed to have been

settled and not eligible for arbitration.

#### 12.05 Grievance Replies in Writing

It is agreed that grievances and replies to grievances shall be in writing at Step 2. The grievance of an employee or a group of employees that has been settled at Step 1 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 Agreements Reached through Grievance Procedure

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 Grievance Adjustments

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 Reply – Refer to Next Step

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

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 Time Limit and Disposition

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 Extension of Time Limits

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.

#### 12.12 Lay-off Grievances

Any grievances involving a notice of lay-off, or denial of a bump shall be filed at Step 2 of the grievance procedure.

#### 12.13 Grievance Mediation:

Following the Union's receipt of the Region's grievance response at Step 2, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The selection of a grievance mediator must be mutually agreeable to both parties and the costs of such mediator shall be shared equally by both parties. All discussions at the grievance mediation table shall be confidential and shall be without precedent or prejudice.

### **Article 13 - Representation, Discipline, Suspension and Discharge**

#### 13.01 Union Representation

- a)i) An employee shall be accompanied by a union representative at any meetings in which he/she believes disciplinary action may be discussed.

- ii) Where an employee is required by the representatives of the Region to attend any investigation meeting regarding the conduct of another employee, the Region will contact the Union in advance of the meeting. For the purposes of clarity, the parties agree that this article does not pertain to meetings regarding operational issues or matters that will be dealt with through letters of counsel.
- b)i) No employee will be disciplined in any manner without the presence of a Union representative.
  - ii) If an employee is to be suspended or discharged, the Region shall ensure that the employee is accompanied by the President, and the Chief Stewards or designates at such disciplinary meetings.
  - iii) When a permanent employee is to be suspended or discharged, the employee shall have the right to meet with a member of the Executive of the Union for up to 30 minutes during normal working hours either before or after such meeting at the discretion of the Union.
  - iv) 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.
- c) Removal of Disciplinary Documents from Employee's File

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 their representative, shall have the right to have access to, make copies, and review their personnel file. The employee 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, including letters recording verbal warnings and documents related to the discipline shall be removed from the employee's file after twenty-four (24) months.

d) Copies of Disciplinary Documents

A copy of all disciplinary letters shall be sent to the President and the Recording Secretary of the Union.

e) Notification of Complaints

The Region and the Union agree that discipline, if it is necessary, is intended to be corrective and not punitive. The parties also agree that discipline should be issued to the employee in a timely manner.

The Region shall notify an employee in writing of any written expression of dissatisfaction concerning their work within ten (10) working days of the receipt of such complaint by Management. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record. In the event that a written report is required by the employee, the employee will be given a copy of any written complaint while protecting the identify of the complainant.

f) Letters of Counsel

Letters of counsel shall not be used by the Region as the basis for discipline as a part of progressive discipline or to affect the employee's promotional opportunities. Letters of counsel and their content shall not be used by the Region in any arbitration hearing. As the parties agree that letters of counsel are non-disciplinary, the Union agrees that such letters of counsel shall not form the basis of a grievance. Letters of counsel shall not be placed on an employee's file.

A copy of all letters of counsel shall be sent to the Chief Steward.

g) Copies of Accident Reports

When the Police are involved in a motor vehicle accident investigation and provide the Region with a police report to the Region concerning an employee, upon request the Region shall provide the employee with a copy of such accident report.

### 13.02 Suspension and Discharge Grievances

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 2 of the grievance procedure within five (5) working days after the employee ceases to work for the Region, and the first step 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 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 arbitrator, if appointed.

### 13.03 Criteria for Transfer

No employee shall be transferred out of their classification, shift, assignment or work location without just cause.

## **Article 14 - Arbitration**

14.01 a) It is agreed by the parties that any difference of opinion relating to the interpretation, application, administration or alleged violation of this Collective Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as defined in this Article. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.

h) In recognition of the long standing and accepted practice of the parties, when either party decides that any differences will be submitted to

arbitration, that party shall make such request in writing addressed to the other party to this agreement, and at the same time shall submit the names of three (3) sole arbitrators for consideration.

- i) If the party receiving the request for arbitration cannot agree with the names of the sole arbitrators submitted, within fifteen (15) full working days thereafter, the party shall submit the names of three (3) additional sole arbitrators for consideration of the party who originated the request.
- j) Thereafter the parties shall exchange the names of sole arbitrators and will attempt to come to mutual agreement on the selection of a sole arbitrator.
- k) If the parties are unable to agree upon the selection of a sole arbitrator, either party may then request the Minister of Labour to appoint a sole arbitrator in accordance with the intent of Section 48 (4) of the Labour Relations Act, Ontario.
- l) In the alternative to the selection of a sole arbitrator, where the parties mutually agree to any differences to a Board of Arbitration such difference shall be settled in accordance with Section 48 (2) of the Labour Relations Act, Ontario.

14.02 No person shall be selected as an Arbitrator who:

- a) is acting, or has been in the 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.
- b) has any pecuniary interest in the matters referred to the Arbitrator.

14.03 Arbitration Expenses

The parties will jointly share the expenses of the Arbitrator, if any.

#### 14.04 Extension of Time Limits

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 Access to Witnesses and Region Premises

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 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 Decision of Arbitrator

The decision of the Arbitrator shall be binding on both parties. The Arbitrator 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 CUPE Representative

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 Proper Carriage of Grievance

No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time limits prescribed in this Agreement, unless otherwise mutually agreed upon in writing by the parties.



#### 14.09 Pay for Arbitration

The Region shall be only liable for the pay of members of the Union Executive and the grievor when such employees are involved in the attendance at, but not in the preparation for, arbitration hearings.

### **Article 15 - Specified Holidays**

#### 15.01 Entitlement

- a) Each employee who has completed ninety (90) calendar days or more continuous service, is entitled to eight (8) paid specified holidays regardless of the day on which the holiday occurs and subject to this Article.

The holidays to which this will apply are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
<b>Family Day</b>	

- b) Part-time employees shall not normally be required to work on specified holidays in preference to full-time employees, but in the event that there are insufficient full-time employees available to work the specified holiday(s) part-time employees may be requested to work the specified holiday and shall be governed in accordance with Articles 15.02, 15.03 and 15.05.

#### 15.02 Absence Before and After Holiday

In the event that an employee is absent from their scheduled working day immediately prior to and following the holiday, and the employee presents a reasonable excuse for such absence (not including extended unpaid leave), they shall be paid.

15.03 Scheduled Work on Holiday

Where a part-time employee works on a specified holiday they shall receive one and one times their regular hourly rate for all hours worked, and where they are otherwise entitled to the specified holiday, an additional day's pay.

15.04 Not Scheduled to Work on Holiday

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 one and one half times (1/2) their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement.

15.05 Scheduled work on Holiday

Employees who are regularly scheduled to work and do work their full shift on a statutory holiday shall if called in, receive one and one half (1/2) 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 Vacation Pay Entitlement

- a) Employees shall receive annual vacation with pay according to their length of service as set out below. Vacation shall be determined within the current calendar year and shall be taken in the current calendar year.

Length of Service

Vacation Entitlement

Less than three (3) years of continuous service.

Four percent (4%) of gross pay.

Not less than three (3) years of continuous service but less than seven (7) years of continuous service. Six percent (6%) of gross pay.

Not less than seven (7) years of continuous service but less than fifteen (15) years of continuous service. Eight percent (8%) of gross pay.

Not less than fifteen (15) years of continuous service but than twenty-three (23) years of continuous service. Ten percent (10%) of less gross pay.

Not less than twenty-three (23) years of continuous service. Twelve (12%) percent of gross pay.

#### 16.02 Granted Time Off for Vacation

In addition to vacation pay, regularly scheduled part-time employees shall be granted time off work for vacation. The employee shall make their request to their supervisor and such request shall be granted providing it can be accommodated.

#### 16.03 Vacation – July, August and September – 2 weeks

Subject to 16.02, 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 Vacation Scheduling

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.

#### 16.05 Preference of Vacation – Before **March 1**

Employees with the greater length of service within each work site will have first choice of vacation dates, provided they indicate their preference before **March 1st** in order that the vacation schedule may be posted by **March 31<sup>st</sup> for the period of April 1<sup>st</sup> to December 31<sup>st</sup> of that year.**

#### b) Preference of Vacation – After **March 1**

Employees not submitting a request by **March 1st**, shall submit a request at least two (2) weeks in advance and the employee shall, in accordance with staffing requirements, be granted vacation in the available time slots on a first come first serve basis. Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice. Requests on shorter notice and for periods of less than one day may be granted upon mutual agreement of the employee and the supervisor.

#### 16.06 Vacation Pay - Temporary Part-time Employees

Vacation pay for temporary part-time employees shall be four percent (4%) of earnings. Vacation pay for permanent and temporary employees shall be calculated, added and paid for each pay period.

## **Article 17 - Leave of Absence**

### 17.01 Union Leave

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 ten (10) working days in any calendar year and not more than one (1) employee 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, Employee Relations or designate as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.

### b) Leave for Negotiations

The Region shall grant leave of absence without loss of pay, OMERS contributions (if applicable) or service credits to members of the union negotiating committee who participate in negotiations.

### c) Continuation of Wages

The Region shall continue the wages of employees on union leave of absence and the Union shall reimburse the Region for wages paid to union representatives or members where such leave is without pay. The Region shall invoice the Union every two (2) months for any requested and approved Union leaves of absence taken in the previous two (2) months. Should the Region be unable to meet this requirement the Region shall request an extension from the Union. Such approval shall not be unreasonably withheld.

### d) Leave for CUPE Position

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 OMERS contributions (if applicable) for up to two (2) years. During such leaves of absence, wages and OMERS contribution (if applicable) shall be kept whole by the Region and the Union agrees to reimburse the Region for such wages and the Region's contribution to OMERS (if applicable).

e) Return from CUPE Leave

The employee agrees to notify the Region 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 Region 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.

17.02 Personal Leave

The Region may grant a leave of absence without pay and without loss of seniority to employees for legitimate personal reasons.

**Personal leaves of absence will not be authorized unless the employee has first used all vacation, banked time and lieu time. Provided this condition has been met, reasonable requests for unpaid leaves of absence will be considered and will not be unreasonably denied.**

17.03 Jury Duty

a) Permanent part-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. 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 Assistant CAO, Human Resources or designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.

b) Jury Duty Expenses

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.

17.04 Bereavement Leave

Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging and/or attending a funeral or memorial service as follows:

<u>Relationship</u>	<u>Entitlement</u> <u>(working days with pay)</u>
spouse	5 days
child	5 days
mother	5 days
father	5 days
brother	3 days
sister	3 days
mother-in-law	3 days
father-in-law	3 days

(If requested by the employee, the Region will grant up to ten (10) working days without payment for the relations listed above).

own grandparent	2 days
spouse's grandparent	2 days

own grandchild	2 days
spouse's grandchild	2 days
brother-in-law	1 day*
sister-in-law	1 day*
daughter-in-law	1 day*
son-in-law	1 day*

\* (to attend only the funeral or memorial service).

## Pregnancy, Parental/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 delivery 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 during said pregnancy leave. If an employee is participating in OMERS, the Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contribution, on an approved form provided to the employee by the Region.



b) Parental Leave/Adoption Leave

An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

- i) the birth of the employee's child; or
- ii) 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.

An employee who does not take pregnancy leave will be granted up to thirty-seven (37) weeks of parental leave, upon request and the verification of i) and ii) above.

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 fifty-two (52) 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 Region with at least two (2) weeks written notice of the date the leave is to begin. The employee shall continue to accumulate seniority during said parental leave. If an employee is participating in OMERS, the Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contributions, on an approved form provided to the employee by the Region.

c) 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.

## 17.06 Employment during Leave of Absence

Employees shall be deemed to have voluntarily quit their employment with the Region if: they take other gainful employment which interferes with their ability to report for work at the Region in accordance with their conditions of employment upon hire, or take gainful employment during absence from work due to illness, injury or authorized leave of absence, without prior written permission from the Assistant CAO, Human Resources or designate. The purpose of this Clause is not to restrict an employee from continuing employment entered into prior to the illness, injury or authorized leave of absence or commencing 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 Region will pay the required registration fees, travel and subsistence expenses in accordance with Regional policies, upon presentation of required receipts.

Whenever possible, the Region will prepay registration fees.

## **Article 18 - Hours of Work, Schedules, Breaks and Reporting**

### 18.01a) Hour of Work, Breaks,

Employees shall not be regularly scheduled to work for more than eight (8) hours per day and twenty-four hours per week.

### b) Paid Meal Period

There will continue to be an eight (8) hour work day inclusive of a

paid thirty (30) minute meal period. The thirty (30) minute meal period is inclusive of any wash-up time and will be taken at the job **site or** another Regional site designated by management after consultation with the employees. The parties agree that such site shall have access to washroom facilities.

- c) Scale Operators at landfill sites and rural transfer stations who take vacation time on Saturdays will have this time counted towards their twenty-four (24) hour maximum for scheduling purposes. (ie employees who take eight (8) hours of vacation time on a Saturday will only be permitted to be scheduled up to a maximum of sixteen (16) hours from Monday to Friday of the same week the vacation is taken.

### Schedules

- 18.02a) 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 forty-eight (48) hours notice for shift changes, the employees so affected shall be paid time and one half (1/2) of their regular straight time pay for the first shift of the new schedule. Notice shall mean advance notice on the bulletin board when the employee is scheduled or personal or telephone confirmation with the employee. 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. In the case of a change in the schedule or the posted hours of work, the Region agrees that such a change will not be made solely to prevent overtime payments.

- b) Introduction of New Shifts

No new shifts shall be introduced and no existing shifts shall be changed without thirty calendar days advance notice to the Union.

c) New Shifts – Seniority Preference

If the Region decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past, or where the Region proposes to create different shifts it shall do so in accordance with 18.02 b) then the Region shall give senior employees preference as to their choice of shifts. No senior employee shall be placed on a shift or have their shift changed while there are qualified employees with less seniority to be placed on the shift that the Region proposes to create or in which it proposes to place employees. Notwithstanding the above, the Region has the right to establish a rotation system if it considers it necessary to do so, subject to consultation with the Union.

- d) The parties agree that the primary purpose of part-time employees is to provide the Region with flexibility to enable the Region to meet its operational requirements during peak periods and extended hours, and when full-time employees are not available for their regular schedule due to vacation, leaves of absence, illness or injury.

Current part-time employees will be given the opportunity of working any additional hours to a maximum of twenty-four (24) hours in a week before the Region hires any additional part-time employees.

- e) All available hours of work exceeding eight (8) hours per week per employee will be scheduled by seniority at the Waterloo and Cambridge reporting centres.

i) Cambridge and Waterloo reporting centres are treated separately for scheduling purposes as follows:

- Waterloo includes the Waterloo Landfill, New Dundee and Crosshill sites.

- Cambridge includes the Cambridge Landfill and Ayr sites.

ii) Employees are permanently assigned to one of the following reporting sites:

Waterloo Landfill  
Waterloo Landfill/New Dundee  
Crosshill  
Cambridge Landfill  
Cambridge Landfill/Ayr

iii) If sufficient employees cannot be obtained at either the Cambridge or Waterloo site to fill the available hours, the available hours will be offered by seniority to employees at the other reporting centre (Cambridge and Waterloo) following the posting of a volunteer sign up sheet at the Cambridge and Waterloo sites on May 1 and November 1 of each year.

#### 18.03 Breaks and Wash Time

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 or another Regional site designated by management after consultation with the employees. In the case of Process/SCADA Operations, breaks must be taken only as the exigencies of proper operations allow.

A wash-up time of ten (10) minutes will be allowed at the termination of each full shift worked.

#### 18.04 a) Reporting for Work

Regularly scheduled 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. For

employees who are not regularly scheduled, they shall be paid a minimum of three (3) 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 attired to commence work. Proper attire shall include approved safety boots, hard hats etc., as required by the Occupational Health and Safety Act.

b) Reporting Late

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 and Allowances**

Overtime

19.01a) Definition of Overtime

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). Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus a regular day's pay.

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) Application of Overtime Rates

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.

c) i) Offering and Distribution of Overtime

It is agreed that any overtime opportunities will first be offered to available qualified permanent full-time employees in accordance with article 19.01 e) except where the overtime is continuous with the employee's regular work day and lasts no longer than one and one half (1 1/2) hours beyond the end of the employee's regular work day, the permanent **part time** employee performing the work will first be asked to complete the work. If the overtime work lasts longer than one and one half (1 1/2) hours or is declined by the employee performing the work during the employee's regular work day, it shall be offered to permanent full time employee(s) in accordance with Article 19.01 e). 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 **permanent part-time employees posted to temporary full-time positions then to temporary full-time and, then part-time employees**, and failing this to anyone else selected by the Region.

Any work which is a matter of emergency or urgency, which is not continuous with the employee's regular work day, shall be offered in accordance with Article 19.03. The Region will distribute overtime opportunities fairly among available qualified employees as set out in 19.01 e).

Footnote: The word "available" shall mean available within a reasonable time and distance.

For the purpose of overtime distribution, "qualified" shall mean possessing the necessary skill and ability to perform the overtime assignment in a competent manner.

ii) Full-time Preference on Holiday

Full-time employees must be offered the available hours on a specified holiday before these available hours are offered to any part-time employees. However, if a sufficient number of qualified permanent full-time employees cannot be obtained, the Region shall then offer the available hours on the specified holiday to a part-time employee.

iii) Application of Overtime in Region Operations

The following general rules will apply in respect to the awarding of overtime in accordance with Article 19.01 c) i).

1. Each operations section shall be governed by the principle covering that section\* as specified below.
2. The Roads and Traffic sections and the Airport shall be seen as three distinct operations. These three operations shall be considered as part of Transportation Operations for the purpose of overtime and overtime distribution.
3. All overtime is subject to the ability of employees to meet qualifications of the classifications required.
4. Landfill
  - i) Cambridge and Waterloo treated separately.
  - ii) Transfer stations are covered off by either Cambridge or Waterloo yards.
  - iii) Overtime shall be distributed on a rotational basis within each landfill site (ie. Waterloo, Cambridge).
5. Airport



- i) Overtime shall be rotated amongst full-time airport employees.
- d) When Overtime Shall Not Apply

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) Persons on sick leave of any duration (excluding family leave), or a combination of vacation and/or banked overtime that exceeds one day 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.
- f) Part-time employees as defined in article 26 shall be entitled to overtime payment for any work in accordance with this article.
- g) No Guarantee and No Pyramiding

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 circumstances.

#### 19.02 Shift Premium

- a) Employees working the second (afternoon) shift or the third (night) shift will receive a shift premium for all hours worked while on said shifts. Shifts shall be defined as follows:
  - i) afternoon shift - starting on or after 11:00 a.m. but before 9:00 p.m.; effective **January 1, 2010 – \$1.15 per hour; effective January 1, 2011 – \$1.20 per hour; January 1, 2012 – \$1.25 per hour.**

- ii) night shift - starting on or after 9:00 p.m. but before 4:00 a.m.; effective **January 1, 2010 – \$1.15 per hour; effective January 1, 2011 – \$1.20 per hour; January 1, 2012 – \$1.25 per hour.**

Shift premium shall not be paid regular Monday to Friday day shift hours. Shift premiums will not apply where the overtime premiums do apply. 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.

- b) Where possible to do so, employees shall be scheduled to work eight (8) hour shifts.

#### 19.03 Call-in

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 from the time the employee is called into work. Employees who are called into work 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 to work as soon as possible.

Call-ins shall be confined to matters of urgency or emergency that arise following the completion of the employee's regular shift.

#### 19.04 No Stand-by Requirement

No employee shall be required or expected to standby or make himself/herself available at home to be called in. In the event that, during the term of the Collective Agreement, the Region may require part-time employees to standby, the terms, conditions and amount of compensation shall be those that exist in Articles 19.04 of the full-time CUPE Local 1656 Collective Agreement.

## 19.05 Meal Allowance

A meal allowance of eleven (\$11.00) dollars (effective January 1, 2007) is payable to an employee if they work:

- a) three (3) or more hours continuous with the regular working day; or
- b) if an employee is called into work without at least eight (8) hours notice and they work five (5) continuous hours. A meal allowance will be paid for each additional five (5) continuous hours of overtime an employee works.

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.

## Temporary Assignments

### 19.06 a) Rate of Pay

Permanent employees called upon to perform duties in a higher rated classification for less than half shift shall be paid at the rate of the higher classification for all hours actually worked. If the employee works for more than half of the shift in the higher rated classification they will be paid at the rate of the higher rated classification for the whole shift. Should employees be assigned to a lower rated job, their rate of pay shall not be changed. This clause shall not be used to demote an employee for disciplinary purposes.

### b) Holiday Pay while on Assignment

Employees shall be paid for the holiday according to the classification of the job they were performing on the working day immediately prior to said holiday.

c) Union Representatives

Union representatives as listed in Article 11.01 a) who have been temporarily assigned to perform duties in a higher rated classification and are subsequently required by the Region to attend a Union meeting or Health and Safety meeting, shall be paid at the higher rated classification for the whole of the shift.

d) Seniority Preference on Assignment

Where more than one employee is temporarily assigned to any job, the assignment shall be made on the basis of seniority so as to afford the senior employee preference of work assignment, location and shift. Where sufficient employees in the same classification cannot be obtained, temporary assignments will be offered on a seniority basis to other qualified, available employees at the site where work is available.

**Article 20 - Absence From Work**

20.01 Notification

Employees who are unable to assume their duties on any working day, must notify their supervisor of their absence prior to the commencement of each shift.

20.02 Provision and Payment of Medical Certificates

- a) 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 by the employee no later than the end of the pay period following that in which the absence occurs.

An employee who is absent by reason of illness, injury or accident and whose absence is in excess of three (3) consecutive working days, may 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 by the employee upon return to work.

- b) A period of absence longer than five (5) working days requires a medical certificate from a duly qualified physician.
- c) Employees must notify their supervisor/manager of their intention to return to work not later than one hour before the start of their shift. Employees returning to work following illness, injury or accident will endeavour to give such notice at least one full working day before their return.
- d) In this Article, where the Region requests or requires the employee to supply a medical certificate to verify any illness, and where the employee incurs a cost for such medical certificate, the Region agrees to reimburse the employee for 50% of the cost of such certificate to a maximum of \$10.00.

#### 20.03 Referral to Medical Examiner

- a) The Region shall have the right, at any time, to require that an employee who is, or has been absent on account of sickness, injury or accident be examined by a physician selected by the Region (which may include the employee's own physician), for the purpose of getting a medical certificate attesting to the ability of the employee to return to their regular part-time duties.
- b) Nothing restricts the right of the Region to have an employee, who is absent on account of illness, be examined by a medical examiner selected by the Region, however, the Region agrees to permit an employee to be examined by their own physician first, provided their own physician can supply the Region with the medical information requested within two (2) weeks of such request.

#### 20.04 Details of Medical Certificate

The medical certificates required in Clause 20.02 must attest to the ability of the employee to return to their duties. Where there are any restrictions or limitations to an employee's ability to perform their full part-time duties, the provisions of article 20.05 apply.

## 20.05 Rehabilitation and Modified Work and Modified Duties

It is the mutual desire of the parties to assist in the rehabilitation of temporarily or permanently ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

### a) Return to Work and Job Security

i) An employee, who remains off work because of illness, injury or a WSIB claim, shall retain and continue to accumulate seniority.

ii) Should an employee be capable of performing the essential duties of their former position, the Region shall return the employee to their former position. Should an employee not be capable of returning to their former position, the Region and the Union shall jointly determine the suitable placement of any employees on sick leave, or W.S.I.B. who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification, provided the employee possesses the necessary skill and ability to perform the work in the position with a five (5) working day orientation period and no training.

iii) The parties agree to make all reasonable efforts to find modified or suitable work within the bargaining unit. Where such work cannot be found, the parties agree to provide reasonable accommodation for the employee, in accordance with applicable legislation.

### b) Modified Duties

i) 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.

ii) 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 which has been jointly determined to meet the capabilities and limitations, as established by the employee's attending physician(s) or examiner(s).

iii) 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 others 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.

c) Access to the Program

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.

d) Notification of Requests or Need for Modified or Suitable Work or Duties:

When an employee notifies his or her supervisor that they cannot return to their full duties or require modified duties and provides written medical information, the supervisor will report this to the Modified Work representative in Human Resources. Where an employee requires changes to the essential duties of their job, or to the terms and conditions of employment (as governed by the collective agreement) and/or to their hours of work, the Region shall advise the Union modified work representative. The parties agree that minor modifications (eg. lifting restrictions, minor movement limitations) will not require a meeting and may be discussed verbally by the parties.

e) The Modified Work Program Procedure

At the request of either party, the Region and the Union shall discuss and 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. When this request is made by either party, the Modified Work representatives of each party shall meet if required. The parties will reach agreement on the proposed modified work to be undertaken by the employee before the employee is required to begin such modified work, except where such agreement would delay the employee returning to work.

In the case of permanent accommodation, 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. In all cases, the proposed modified work



or duties shall be in accordance with the approval and medical restrictions of the employee's attending physician(s) or examiner(s).

- 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 affected employee and the Region. 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) or examiner(s).
- h) The employee will not be assigned to any overtime work during the modified work program unless such overtime work has been authorized by the attending employee's physician(s) or examiner(s).

## **Article 21 - Safety**

### 21.01a) **Employer and Employee Obligations**

The Region shall observe all accepted safety practices and Health and Safety legislation and provide at no cost to the employee all necessary safety clothing, devices or appliances that may be required for the protection of its employees. Employees will work in compliance with all applicable Health and Safety Legislation and all Regional safety policies/procedures unless a higher level of protection is afforded by this agreement.

### b) **Occupational Health and Safety Committee**

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. The parties acknowledge that a Joint Health and Safety Committee can only be successful where everyone on the committee is committed to health and safety in the workplace. The parties agree to undertake to ensure the members of the committee operate in accordance with the full intent of the Occupational Health and Safety Act. Measures to protect workers from exposure to hazardous chemical, biological and physical agents shall be in accordance with current Ontario Ministry of Labour legislation, standards and guidelines or the American Conference of Governmental Industrial Hygienists guideline (T.L.V's or B.E.I's). The Region will adhere to whichever of the above mentioned affords the greatest level of protection for members of the bargaining unit.

c) Core Committee

The Region and the Union will seek to continue with other unions a Core Health & Safety Committee, the purpose of which is to exchange health and safety information and to coordinate the promotion of health and safety in the workplace. The members of the Committee will develop terms of reference suitable to all parties. The Core Committee will meet two (2) times per year and will be comprised of the Co-chairs of the Joint Health and Safety Committees.

21.02 Workers' Compensation

a) Copy of Form 7

The Region shall provide the Union President with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety & Insurance Board (W.S.I.B).

b) Continuation of Seniority

An employee receiving Workers' Compensation payments shall accumulate seniority.

c) Re-instatement of Employee

The Region 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 Region will apply the modified duties plan subject to the abilities of the injured employee and the work available.

### 21.03 Safety and Security of Employees

The Region recognizes that there are certain risks inherent in working alone. The Region will ensure that control measures are maintained to provide for the safety of employees, in consideration of the Joint Health and Safety Committee's recommendations.

### 21.04 Notifications of Incidents/Accidents

All incidents or accidents involving employees must be reported as prescribed by the Occupational Health and Safety Act. The Region agrees to advise the co-chairs of the Joint Health and Safety Committee in writing, of all incidents/accidents pertaining to their worksite in no later than ten (10) calendar days.

## **Article 22 - Clothing & Equipment**

22.01a) Employees are required to keep Regional clothing and footwear issues in good repair.

b) Gloves shall be supplied for all employees when conditions require the use of gloves.

c) 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.

- d) Rubber boots will be supplied when conditions require their use. Galoshes will be supplied. Rubber galoshes, buckled, with light felt type lining, will be issued for winter use, to be worn over the work shoes. Worn out boots and galoshes must be exchanged for new issues.
- e) Coveralls will be supplied and laundered as required.
- f) **Arc Flash wear shall be issued when required and be maintained by the employee. In the event the Arc Flash wear is worn out, the employee shall exchange it for a new issue.**

## 22.02 Clothing Issue and Point Formula

- a) Regional employees will select their clothing issue using the Work Clothing Order Form as outlined in Appendix B of this Agreement. All clothing ordered must be ordered in the approximate size of the employee. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal the current cost of the standard issue which is defined as:”
  - i) four (4) long sleeve cotton shirts, supplied once per year
  - ii) three (3) pairs of pants(men’s cotton), supplied once per year
  - iii) one (1) jacket (twill lined), supplied once every two (2) years
  - iv) one (1 ) parka (duck) supplied every 2 years

The resulting formula for establishing the total points allowed is the sum of the costs of items i) to iv) below.

- i) the current average cost of a long sleeve cotton shirt x 4.
- ii) plus the current average cost of one pair of pants (men’s cotton) x 3.
- iii) plus the current average costs of one (1) jacket (twill lined) divided by 2
- iv) plus the current average cost of one (1) parka (duck)

divided by 2

The total points will be amended from year to year, prior to the issuing of the clothing order forms, to reflect any cost changes to the items in the formula outlined above.

Each new part-time employee will receive one parka in addition to their clothing allocation in their first year of employment.

The total points will be amended from year to year to reflect the changes to the formula as outlined above.

b) Permanent part-time employees who are not regularly scheduled, will not be eligible for the clothing issue as in 22.02 a). Coveralls will be issued when required.

c) Unused points cannot be carried forward from year to year.

d) Order Form

Items listed on the Work Clothing Order Form (Appendix “B”) can be amended from time to time only by mutual agreement of the parties. The Region will endeavour to provide each employee with their Work Clothing Order Form no later than June 30<sup>th</sup> of each year.

e) Employee to Provide Personal Clothing

Employees who do not choose the standard issue will be responsible for providing their own clothing, at their own expense, in the approved colour (blue). Excessively worn, tattered or dirty clothing will not be permitted.

f) Clothing Required when Reporting

Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled

overtime. Reasonable attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.

g) Clothing Issue Date

All clothing will be issued in the month of November of each year or as soon as possible thereafter.

22.03 Wearing of Short Pants

Short pants may only be worn between May 1st and Thanksgiving Day holiday weekend. The short pants will be of a reasonable length. As a guideline, approximately two to three inches above the knee would be considered reasonable. 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.

22.04 Footwear

The Region will issue two (2) purchase chits annually for footwear in the maximum amount of \$95.00 for each purchase chit. Effective **January 1, 2010 \$125.00**; effective **January 1, 2011 \$130.00** and effective **January 1, 2012 \$135.00** per purchase. Any cost above this amount becomes the responsibility of the employee. Employees are required to possess safety footwear in an acceptable and safe condition.

22.05 Reimbursement on Termination

Employees who are issued clothing and/or safety boots 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 boots deducted from their pay.

22.06 Work Clothing Committee

The Region and the Union shall maintain an ad hoc Work Clothing Committee composed of up to three (3) members of each party. The Committee shall be responsible for making recommendations to **the** Region and the Union, with a copy to the Union, on any changes in the items of clothing items on the list and issues of quality.

The Committee will meet each year no later than February 28 to review the work clothing issues. The committee will report their recommendations to the Region, with a copy to the Union, by the first week in June.

Any amendments to the Work Clothing Order Form (Appendix "B") will be in accordance with article 22.02 c) of the collective agreement.

### **Article 23 - Health & Welfare Benefits**

#### 23.01 Percent in Lieu of Benefits

In addition to their regular hourly rate as set out in Appendix A, all part-time employees shall receive 12% in lieu of Health and Welfare benefits provided to full-time employees.

#### 23.02 OMERS

Employees covered by this Agreement, shall be given the option to join Ontario Municipal Employees Retirement System (OMERS) if, in each of the two (2) consecutive calendar years, immediately prior to the year membership is elected, the employee has:

- a) earned at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings under the Canada Pensionable Earnings under the Canada Pension Plan or;
- b) has worked seven hundred (700) hours.

Membership shall be governed by the provisions of the OMERS Act and amendments.

Percentage in lieu of benefits for a part-time employee who is enrolled in O.M.E.R.S. shall be reduced by the amount of the Region's contribution as dictated by O.M.E.R.S.

23.03A Regional employee who retires early on an OMERS pension and is in receipt of Health and Welfare benefits and who commence part-time employment within this bargaining unit shall not be paid the applicable percentage in lieu of Health an Welfare benefits.

### **Article 24 – Wages, Compensation and Re-imbusement**

24.01 Attached to this Agreement and formatting part hereof shall be Appendix "A" setting out job classifications, job grades and wage rates, and premiums.

#### 24.02 Mileage

a) Authorized employees who use their personal automobile in the performance of their duties will receive forty-two cents (42) for each authorized kilometre and amended from time to time as per Regional Policy.

b) Mileage will be paid for temporary reassignments as follows:

That the Region will pay only for any necessary extra miles driven, if the distance between an employee's residence and their temporary reporting centre is greater than the distance between an employee's residence and their regular reporting centre.

c) The Region will only pay mileage for the first thirty-one (31) calendar days of any reassignment. If at the direction of a Supervisor or Assistant Manager, the thirty-one (31) calendar day period is broken by more than five (5) working days, then the thirty-one (31) calendar day period recommences.



- d) No mileage will be paid for reassignment resulting from a successful bid on a posted job.

#### 24.03 Employee Licences

The Region will pay the cost of a "Z" endorsement to the driver's licence of employees who require such endorsement in order to perform their job.

### **Article 25 – Ontario Works**

- 25.01 The Region of Waterloo agrees that the following principle in the Region's "Ontario Works Business Plan", as approved by Region Council, will be honoured within the scope of the C.U.P.E. Local 1656 bargaining unit:

Workfare shall "not be a substitute for paid employment or lead to the displacement of paid workers".

Furthermore, the parties recognize that the Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan will not be used to displace or replace any paid work of full-time, part-time employees, or students or volunteers, if any. The Region agrees that Ontario Works clients/placements shall not be placed into any position that is covered in whole or part by Article 2.01 where any position has been vacated by retirement, resignation, promotion, technological or organizational change or layoff.

### **Article 26 - Definitions of Employees**

#### 26.01 a) Probationary Employees

A probationary employee is one who has not completed:

- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater **for job** grades 1 to 6, 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, or

ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10, but who will be appointed to the permanent full-time staff upon the completion of four (4) months of continuous full-time service or eighty (80) actual days worked whichever is the greater.

b) Permanent Full-time Employees

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, or who are regularly employed for more than twenty-four (24) hours per week.

c) Temporary Full-time Employees

i) 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.

ii) Temporary full time employees transferring to permanent full-time positions will have all of their accumulate temporary service acquired since their last starting date, counted toward their seniority after the completion of their probationary period.

d) Part-time Employees

A part-time employee is one who has not been regularly employed for more than twenty-four (24) hours per week.

e) Temporary Part-time Employee

A temporary part-time employee is one who has been hired to work not more than twenty-four (24) hours per week in the hiring department for:

1. A specified period of time of six (6) continuous months or less or,
2. As replacements for employees absent due to illness or injury or leaves of absence under this Collective Agreement for the duration of the absence or,
3. A period of up to fifty-two (52) weeks to replace an employee on pregnancy, parental or adoption leave for the duration of the leave.”

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 part-time employees transferring to permanent part-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 part-time employees will not have recourse to the grievance or arbitration procedures when their temporary part-time employment is terminated for any reason.

f) Students

Students, as referred to in Article 2.01, shall be defined throughout this Agreement as persons registered in full-time attendance at either a secondary school or post secondary educational institution. Students may only be employed by the Region for the "summer term" from May 1 to the Friday before Labour Day in any year, except as otherwise mutually agreed in writing between the parties.

The only equipment students will be permitted to operate is small equipment as defined in Appendix A.

26.02 Temporary part-time employees shall receive all rights, privileges and benefits of the collective agreement unless expressly excluded in this agreement and with the exception of the following articles:

- Article 8 in its entirety
- Article 12 only as it pertains to the termination of temporary employment for any reason
- Article 13 only as it pertains to discharge for any reason.
- Article 14 only as it pertains to temporary employees or the Union shall not grieve and forward to arbitration any grievances that pertain to the termination of temporary employment for any reason
- Article 16, except article 16.06 will apply
- Article 22, except article 22.02 e), 22.02 f), 22.03, 22.04 and 22.06 (Full-time agreement) will apply
- Article 23, except article 23.01 will apply
- **Article 24.03**
- **Article 29.01**
- Appendix "C" – Prepaid Leave Policy

**Article 27 – General Conditions and Benefits**

27.01 Copies of Agreement

The Collective Agreement shall be printed in a form mutually agreed to between the parties.

27.02 Bulletin Boards

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.

27.03 Employee 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.

27.04 Appendices A, B and C shall form part of this Agreement.

27.05 Management Title Change

In the event 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.

27.06 Driver's Licence Suspension

- a) If an employee, who is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, loses their driver's license and/or is otherwise prohibited from operating a vehicle, they must immediately advise their supervisor.

- b) When an employee loses their licence and is therefore unable to perform the essential duties of their job, they shall be given a layoff, subject to d) below for the same period of time they are without their driver's licence and/or prohibited from driving.
- c) When their licence is restored they shall advise the Region and shall be recalled to work.
- d) The employee will not be laid off from work where:
  - i) the employee can secure another form of transportation at their own expense, and continue to perform the essential duties of their job.
  - ii) where a driver's licence is not an essential part of the employee's job and the employee can be assigned to a vacant non-driving position or classification.
  - iii) it is possible for the employee to change jobs with another employee in the bargaining unit. The change of jobs must be voluntary on the part of both employees and each employee must have the necessary skill and ability to perform the work of the job they are assuming with a five day orientation period, but without training. Employees making such exchange shall be paid the rate of pay for the jobs they perform. At the end of the period of licence suspension or prohibition both employees shall return to their former jobs.
  - iv) there is a vacant position that the employee has the skill and ability to perform with a five day orientation period but without training. The employee shall be paid the rate of the job. At the end of the period of licence suspension the employee shall return to their former job.
- e) Arrangements where-by an employee changes jobs with another employee, or takes a vacant position, are subject to the approval of the supervisor(s) involved and the provisions of Article 9.03 of this

Agreement shall not apply. Any and all other requirements of the Collective Agreement that would be applicable in such situations, will continue to apply.

- f) An employee as set out in Article 27.06 a), who loses their licence by suspension, or is prohibited from driving for a second time as the result of the decision of a court or tribunal for reasons not related to drugs or alcohol, and is therefore unable to perform the essential duties of their job, shall be treated in accordance with 27.06 d). Notwithstanding the above, an employee who can restore their licence but choose not to, will not be permitted to avail themselves of 27.06 d).
- g) Where an employee has their licence suspended prior to the disposition of any alleged offence by a court or tribunal, the Region will regard any subsequent loss of licence or prohibition from driving as a single suspension.

#### 27.07 Council Documents

The Region agrees that one copy of all Committee and Council meeting agendas and attached documents released to the public will be forwarded to the Recording Secretary of the Union (for use by the full-time and part-time units of Local 1656) by the Regional Clerks Division at the same time they are delivered to members of Committee or Council. This will be provided at no cost to the Union.

#### 27.08 Advance Notice – New and Changed Corporate Human Resources Policies:

The Region will make every effort to advise the Union in writing no less than thirty (30) days in advance of the introduction, implementation, the revision or updating of any Corporate Human Resources policies, procedures or regulations that apply to members of the bargaining unit before such rules become effective for employees. The Region shall provide a copy of such policies at the time of notification to the Union.

## **Article 28 - Technological Change**

### 28.01 Definition

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 (eg. position declared redundant, wage rate goes up or down) of one or more employees.

### 28.02 Notice and Information

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 sixty (60) days in advance of the introduction of the change, the Region shall provide the Union with an outline of the change. The Region shall provide the Union with regular information updates.

### 28.03 Details of Notice

The notice and outline in 29.02 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.

### 28.04 No New Hiring

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 29 - Performance Appraisals**

29.01 The Region's performance appraisal system provides a framework for positive and constructive communication between an employee and



their supervisor regarding the employees' job performance. When the supervisor intends to conduct a performance appraisal meeting with an employee, the supervisor shall give the employee at least five (5) working days notice. Performance appraisal meetings shall be attended only by the supervisor and the employee.

The employee shall be given a copy of any performance appraisal before the employee is required to sign it and before it is placed in the employee's file. The employee shall have the opportunity to respond in writing to any of the supervisor's comments and such response shall form part of the performance appraisal. Job expectations and goals for the upcoming year may be discussed, but the employee shall not be required to make or sign any undertaking regarding the employee's future work performance.

The content of the performance appraisal shall not be used as the basis for discipline and shall not be used when an employee is being considered for a job posting, or to adversely affect the employees' promotional opportunities.

29.02 The parties agree to use the Performance Appraisal Form dated October 1999. (Appendix E) This form can only be changed through the mutual agreement of the parties.

### **Article 30 – Contracting Out**

30.01 Notwithstanding the Region's rights as set out in Article 2.03, the parties agree as follows:

#### **1.CONTRACTING OUT - NOTICE AND INFORMATION TO THE UNION:**

At least forty-five (45) days before Region management makes a recommendation to any Committee of Council (eg. Engineering, Finance, etc.) to contract out or retender any present contract for work or services that could be performed by employees in the bargaining unit;

- a)The Region shall advise the Union as soon as possible.
- b)The Region shall make available to the Union any relevant information in its possession at the time of the request, or which it can reasonably obtain, that may be required by the Union to evaluate the work to be undertaken or tendered.
- c)The Region shall meet with the Union to discuss the details of the work or service to be undertaken or re-tendered in order to afford the Union an opportunity to make a presentation to the relevant Committee or to Council and prior to the Region placing any advertisement or calling for expressions of interest or tenders.

## 2.MERGER AND AMALGAMATION:

- a)Should the Region plan to merge, amalgamate or combine any of its operations or functions with another municipal employer or private sector employer or transfer any of its operations or functions to another municipal employer or private sector employer, the Region will contact the Union as soon as possible.

The Region agrees to give as much advance notice as is reasonably possible of any assumption of work previously done by any 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.

The Region and Union representatives will, without delay, meet to discuss the Region's plan. The parties will meet with the new municipal employer(s) or private sector employer in order to attempt to resolve the retention of seniority rights, salary and wage levels, vacation and premiums, for each employee who may be transferred to the other municipal employer or private sector employer.

- b)The Region will make best efforts to work with the Human Resources departments of all affected municipalities to reduce adverse

organizational and administrative impact to the greatest extent possible on affected employees. The Region will ensure that the Union is informed of its best efforts on a regular basis.

- c) In the event an employee in this bargaining unit in the Region of Waterloo is displaced (i.e. laid-off) as a result of an amalgamation or merger, the individual shall have the following options:
- i) placement in any vacant position within the bargaining unit for which the employee possesses the skills and ability;
  - ii) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period and no training as defined in Article 8.03 a)i). Employees shall be allowed to bump to a higher paid classification.
  - iii) training, at the Region's expense, for a period of time not to exceed 500 hours over a six month period, to provide the employee with the skills required to fill an existing vacancy of equal or lesser classification. This training option will remain available for twelve (12) months following the day of lay off.

No employee shall be hired into the bargaining unit by the Region until all qualified employees who are on lay off due to the amalgamation or merger have been notified and considered for the vacancy in accordance with Article 8.06.

### **3.CONTRACTORS AND REGION SHOP RATE:**

No private contractor contracted to provide services to the Region will use any Region facility, materials equipment or services without considering the cost for such service at the rate used by the Region to determine its shop rate. The Region shall provide, upon request to the Union, verification that such cost was considered in awarding the contract.

## **Article 31 - Term of Agreement**

31.01 This Agreement shall become effective from **January 1, 2010** and shall remain in force until **December 31, 2012**, 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, 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. In the event that notice of such proposed revision is given, negotiations shall commence and the parties shall meet and exchange proposals no later than ten (10) working days after the giving of notice of revision or within such further period as the parties agree upon.

In witness whereof the parties hereto have executed this Collective Agreement on this 17th day of February 2010, at Waterloo, Ontario.

The Canadian Union of Public  
Employees, Local 1656

The Regional Municipality of  
Waterloo

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Regional Chair

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Regional Clerk

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Commissioner, Human Resources

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Director Employee Relations

\_\_\_\_\_  
Committee Member



## APPENDIX A

POSITION TITLE	POSITION #	JAN.1, 2010	JAN. 1, 2011	JAN.1, 2012
GRADE 2 Custodian (WRH)	R01011	20.71	21.18	21.66
GRADE 3 Airport Mtce Operator	R00679	21.93	22.42	22.92
GRADE 4 Scalesperson Stockkeeper (Materials Mgmt) Stockkeeper (Transit)	R00548 R00547 R00893	23.13	23.65	24.18

### Landfill Premium

Employees who may be temporarily assigned to duties at the landfill sites and have direct contact with refuse material, will be paid an additional forty (40) cents per hour, for each and every hour these employees work on the landfill sites and are in direct contact with refuse material. Part time employees who are permanently assigned to work on the landfill sites and the transfer stations and have direct contact with refuse material will not receive this premium as these conditions have been rated through the job evaluation process as part of the job rate. The intent of this clause is to provide a premium to employees who have direct contact with refuse on a temporary basis.

### Temporary and Probationary Part Time Employee Rates of Pay

Temporary part-time employees and probationary part time employees will receive five (5%) percent less than the regular permanent rate of the classification they are employed in, until the

completion of:

i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6.

ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

For Appendices B, C, D and F please see Full-time agreement

L-1

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

RE: Limit of Part-time Employees

The parties agree that the total number of part-time employees covered by the CUPE Local 1656 part-time collective agreement shall not at any time exceed twenty (20%) percent of the total of the permanent full-time employees covered by this Collective Agreement.

Renewed at Waterloo, Ontario, this 9<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

For the Regional Municipality of  
Waterloo

Zilda Amaral  
Ellen McGaghey  
Bob Radunske  
Nancy Kodousek  
Ed Switenky  
Glenn Roach



L-2

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

RE: Right to Refuse Unsafe Work

The Region shall in all cases meet or exceed the provisions of the Occupational Health and Safety Act, which is understood to provide only the base minimum standards for health and safety of employees.

Accordingly, in the event that any proposed amendments to the Occupational Health and Safety Act are passed by the Legislature of Ontario, regarding "Part V - Right to Refuse or Stop Work Where Health and Safety in Danger", the parties agree that they will continue to be bound for the life of this Agreement by Part V of the "Occupational Health and Safety Act and Regulations for Industrial Establishments" that is in force as of the date of signing this letter. The parties will meet to incorporate the provisions of Part V and any other mutually agreed health and safety standards into the Collective Agreement.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

For the Regional Municipality of  
Waterloo

Zilda Amaral  
Ellen McGaghey  
Bob Radunske  
Nancy Kodousek  
Ed Switenky  
Glenn Roach

L-3

LETTER OF UNDERSTANDING  
- between -  
THE REGIONAL MUNICIPALITY OF WATERLOO  
- and -  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

RE: Part-Time OMERS

Notwithstanding the provisions of Article 23.02 b), the parties agree that if a part-time employee is contributing to OMERS, they shall be paid nine (9) percent in lieu of Health and Welfare Benefits.

Renewed at Waterloo, Ontario, this 16<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

For the Regional Municipality of  
Waterloo

Harry Slupeiks  
Reiner Strenzke  
Ernie MacLeod  
Paul Densmore  
Mark Goodwin  
Mark Charboneau

Zilda Amaral  
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Bob Radunske  
Nancy Kodousek  
Ed Switenky  
Glenn Roach

L-4

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

Re: Services Contracted Out

The Region agrees to meet with the Union from time to time at Union-Management meetings where requested by the Union to review the issues or concerns the Union may have with the services contracted out by the Region. For these meetings the Region shall make available to the Union any relevant information, including costs, in its possession at the time of the request, or which it can reasonably obtain, that may be required by the Union to evaluate the work that is undertaken or tendered, with the exception of information that is subject to privacy under Regional policy or privacy legislation.

The Union agrees to provide the Region with at least ten (10) working days notice, prior to the meeting, of the contracted services they would like to review so that the Region has sufficient time to prepare the necessary information and to ensure that the appropriate management representatives are present at the meeting.

Renewed at Waterloo, Ontario, this 4<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks

Reiner Strenzke

Ernie MacLeod

Paul Densmore

Mark Goodwin

Mark Charboneau

For the Regional Municipality of  
Waterloo

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Glenn Roach

Letter #5

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

**Re: Filling *Seasonal* Temporary Full Time and *Seasonal* Temporary Part-time Scaleperson Position**

When a *seasonal* vacancy occurs for a temporary full-time Scaleperson it will first be offered to all existing full-time Scalepersons in order of the combined seniority for both Waterloo and Cambridge sites. When the location and shift of the temporary full time vacancy has been determined the permanent part-time Scalepersons would be offered the temporary full-time position in order of seniority. Each employee will be allowed *up to* 48 hours (Monday to Friday) to consider the location and shift before indicating their choice to management.

All subsequent vacancies created by the movement within the Scaleperson classification would be filled by repeating the above process. After all existing permanent full-time and permanent part-time Scalepersons have had the opportunity to move to a vacancy the remaining vacancy(ies) will be posted in accordance with Article 9.01.

At the end of the temporary full-time position(s) all employees shall be returned to the position, work location and shift they held prior to the start of the temporary position.

Renewed at Waterloo, Ontario, this 9<sup>th</sup> day of February, 2010.

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks

Reiner Strenzke

Ernie MacLeod

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Mark Goodwin

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For the Regional Municipality of  
Waterloo

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