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| No. OF EMPLOYEES | 570 | | |
| NOMBRE D'EMPLOYÉS | CA. | | |

Between

REGIONAL MUNICIPALITY OF
WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC
EMPLOYEES
LOCAL 1883 (Full-Time)

April 1, 1996 to December 31, 1998

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CUPE LOCAL 1883

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This Agreement made this

10th day of March, 1997;

between:

**The Regional Municipality of Waterloo
(hereinafter called the "Region")**

- and -

**The Canadian Union of Public Employees
and its Local 1883
(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, 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 exclusive bargaining agent of all office, clerical and technical employees of The Regional Municipality of Waterloo as listed in Appendix "A", save and except supervisors, persons above the **rank** of supervisor, persons regularly employed for not more than twenty-four (24) hours per

week, students employed during the school vacation periods or work terms and persons employed at Sunnyside home for the aged, Kitchener, and persons covered by the subsisting Collective Agreement between The Regional Municipality of Waterloo and Ontario Nurses' Association, Local 15.

- 2.02 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.
- 2.03 No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.
- 2.04 Should the number of bargaining unit employees be reduced, the Region shall ensure that work that has been normally performed by the affected bargaining unit employees, shall not be transferred to managerial or supervisory personnel.
- 2.05 Where the Region wishes to use volunteers in functions and programs other than in the functions and programs **as** of December 31, 1996, their use and placement shall require the mutual agreement of the Region and the Union.

The Region shall provide the Union, upon request, with a listing of the total number of volunteers, their functions and their work locations.

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, sex, sexual orientation, marital status, family status, ancestry, ethnic origin, national origin, political or religious affiliation, nor by reason of membership or non-membership in a trade union.

Workplace and Sexual Harassment

- 3.02 Cases of alleged harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, 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) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endan-

gers an employee's employment status or potential. Sexual harassment may include, but not be limited to:

- unwanted touching
- suggestive remarks or verbal abuse
- suggestive gestures or staring
- compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed towards members of one gender or one sexual preference group

Note: Normal workplace banter may not necessarily be construed as sexual harassment.

- b) Where the alleged harasser is the person who would deal with the grievance, the grievance shall automatically go forward to the alleged **harasser's supervisor.**
- c) **An** employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code (1981). In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be discontinued immediately.
- d) The Region agrees that the information and training regarding sexual harassment is essential and will undertake to work jointly with the Union on all training and information measures. The Region agrees to make all Region employees aware that violations of this article will be subject to disciplinary action.

- 3.03 No employee shall be permitted or required to make a verbal or written agreement with the Region or its representatives which might conflict with the terms of this Agreement.

Article 4 - Check Off Union Dues

- 4.01 There shall be a compulsory check-off of union dues from all persons who are employees of the Region to which this Agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its constitution and by-laws. The Region shall be notified in writing sixty **(60)** calendar days prior to any required change in deductible assessments.
- 4.02 Such deductions will be made every pay day by the Region and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following the month in which deductions were made, accompanied by a list of all employees from whose wages the deductions have been made, and indicating the hours worked for each reported employee. **The listing will also identify employees who are on leave of absence.** A copy of the list shall be sent to the national headquarters of the Canadian Union of Public Employees for new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is

hired. The amount deducted shall not include special assessment or levies of any kind.

- 4.03 It is understood that refusal by the Union to accept an employee as a member or to continue an employee's membership or refusal of an employee to join or continue membership in the Union **will** not be cause for dismissal by the Region.
- 4.04 The Union shall indemnify and save the Region harmless with respect to all dues so deducted and remitted.
- 4.05 Deductions will not be made from any employee's bi-weekly pay cheque either immediately or retroactively unless the employee receives at least one (1) normal day's pay in the pay period.
- 4.06 **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 It is further agreed that the Region will notify the Union Secretary in writing, once each month, of the names and classifications and locations of all new employees hired, **including persons hired for Job Creation Programs and** all employees terminated or promoted out of the unit 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 twenty-one (21) calendar days of the Union's notification of their employment, with such time at the discretion of the supervisor, for the purpose of discussing with the new employee the benefits and duties of union membership.

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 statutes 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 reasonable rules and regulations, policies and practices to be

observed by its employees. The Region recognizes that the foregoing is subject to such **pro**cedures, 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 any employee of discharge 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 therefrom, the

sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools. If a decrease in employment as stated herein becomes necessary, the Region will endeavour to transfer the affected employee(s) to another vacant union position(s) in the Region in consultation with the Union;

e) management rights will be exercised in a fair and equitable manner. When any union member is to be displaced due to the exercise of management rights, the Union will be advised of the action taken.

6.02 The Region agrees to give as much advance notice as is reasonably possible of any assumption of work previously done by an area municipality or government agencies, or transfer of work done by the Region to an area municipality affecting employees in the unit and will, if so requested, meet with the union committee to discuss the change. At least thirty (30) calendar days notice will be given of any such change or assumption which displaces an existing employee.

Article 7 - No Strikes Or Lockouts

7.01 The Region and the Union agree to follow procedures as outlined in this Agreement. The Union agrees that during the life of the Agreement there **will** be no strikes, picketing, sit-down, slowdown or stoppage of work either

complete or partial, or any other interference with the operation of the Region, for any reason, by the employees. The Region and its Officers who are in positions of authority agree that no means prejudicial to the employees or any of them will be exercised and there **will** be no lockouts of employees for the duration of this Agreement.

- 7.02 The parties hereto mutually agree that this Agreement is subject to the rules of practice and procedure and regulations of the Labour Relations Act of the Province of Ontario.

Article 8 - Seniority

Probationary Period

8.01

- a) Employees shall be probationary employees until they have been continuously employed by the Employer for five (5) continuous months or for one hundred (100) actual days worked inclusive of any specified holidays whichever is the greater. Upon completion of the probationary period the employees' names shall be placed on the seniority list and their seniority shall be based on their date of last hire. The discharge or discipline of employees during their probationary period shall not be subject to the grievance or arbitration procedures. Employees who have not completed their probationary period may be discharged at

the sole discretion of the Employer.

- b) The probationary period can be extended by mutual agreement in writing between the Region, the Union, and the affected employee.
- c) Temporary full-time employees who are successful to a posted full-time position will have one-half of their accumulated temporary time acquired since their last starting date deducted from their probation period. Seniority shall be retro-active to the last date of hire.

Employee Movement Between Unions

- d) When a Regional employee who does not come under the scope of Local 1883, obtains a position under the scope of Local 1883 without interruption of continuous full-time service, the employee will serve a probationary period of exactly one-half (1/2) of the probationary period established in article 8.01 a) above.

Seniority will not be obtained until after satisfactory completion of the probationary period and dated back to the date of last coming under the scope of Local 1883. 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 current Collective Agreement.

This does not apply to **an** employee to whom article 8.07 or article 8.08 of the 1981-82 Agreement applies.

8.02 The Region shall maintain a seniority list showing the date upon which each permanent full time employee's continuous service with the Region commenced from the employee's last starting date. An up-to-date copy of this list will be given to the Union twice each year and a copy posted on **all** approved bulletin boards. Employees have thirty (30) calendar days from the date on the seniority list to notify the **Assistant CAO, Human Resources** or designate in writing, of any errors, etc, or changes or additions, noted since the previously posted list.

8.03

- a) Seniority shall operate and govern on a bargaining unit wide basis except as otherwise provided in the Collective Agreement.
- b) Seniority for layoff, recall from layoff and for all posted positions shall be on a bargaining unit wide basis.
- c) Seniority will apply provided that the senior employee already possesses the necessary skills, qualifications, abilities and competence to perform the work available, as well as or better than a less senior employee. An unsuccessful senior applicant, if the senior applicant so requests 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.

- d) i) In the event of layoff, a layoff **shall** occur in reverse order of seniority by position. Position shall be defined **as** the position title **as** set out in Appendix "A" of the Collective Agreement. The least senior employee in the affected position shall be the first laid off. In the event of a recall the most senior person remaining on layoff shall be the first recalled; provided they possess the necessary skills, qualifications, abilities and competence to perform the work available without training, other than a familiarization period of no longer **than** five **(5)** working days.
- ii) **An** employee subject to layoff shall be permitted to bump into the position of any employee who has lesser bargaining unit seniority and who is the least senior employee in the position, the laid **off** employee is seeking to bump into.

The bumping employee must already possess the necessary skills, qualifications, abilities and competence to perform the work available without **training** other than a

familiarization period of no longer than five (5) working days.

- iii) In the event of a permanent layoff, as defined in the Employment Standards Act, laid off employees must exercise their bumping rights as soon **as** possible but in any event within **five (5) working days** from the date they are notified of the layoff. Any other employees so bumped must exercise their bumping rights within **five (5) working days** of their being bumped, and so on, on a **five (5) working day maximum** basis for each involved employee.
- iv) In the event of a temporary layoff as defined in the Employment Standards Act, employees *to* be laid off **will** receive a **three (3) working day** period of notice. On the third day of the notice period, all employees must specify the position they wish to bump into, and these, plus all resulting bumps must be completed by the end of the third working day.
- e) In order that the operations of the Union **will** not become disorganized when layoffs are being made, members of the local executive board i.e. - President, Vice-Presidents, Secretary, Treasurer, **and Grievance Chairperson** shall be the last persons laid off during their term of office, as long as full-time work, for which they already possess the necessary skills, qualifications, abilities and competence **to perform the**

work available **without training, other than a familiarization period of no longer than five (5) working days**, at their own, or at a lower wage level, is available.

In the case of a change in the local executive board during a layoff, 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.

- f) The Region will give the Union as much advance notice as is reasonably possible, but not less than thirty **(30) days**, of any layoff affecting members of the bargaining unit. The Region shall meet with the Union to discuss the impact of any proposed layoffs.

8.04 All permanent employees attaining seniority in CUPE 1883 shall be assigned a computer generated random number (CGRN) at the time of hire, and shall be advised of that number and it shall be recorded in their employee file in Human

Resources and on the seniority list. Temporary employees shall be given an CGRN at the time they acquire seniority.

Where **two** or more employees have the same length of seniority, their order of seniority, relative to each other, **shall** be determined by reference to their computer generated random number. A lower number **shall** mean the employee with that number is senior to **all** employees with a higher random number.

The computer generated random number (CGRN) shall be used solely for the purpose **of** determining the relative order of seniority of employees with the same length of service or seniority date and for no other purpose.

For further clarity, the parties **confirm** that the CGRN is irrelevant with respect to the comparative seniority of employees who do not share the same length of seniority or seniority date.

- 8.05 Subject to Clause 8.06, if permanent full-time employees are absent from **work** because of layoff or authorized leave of absence, they shall not lose seniority, but shall not acquire seniority **ty** after the first thirty (30) calendar days of such layoff or authorized leave of absence. Employees absent from work on sick leave due to illness or accident, **will** continue to accumulate seniority until clause 8.06 applies.

- 8.06 Seniority status once acquired by permanent full-time employees will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:
- a) voluntary resignation;
 - b) discharge for cause not reversed through operation of the grievance procedure;
 - c) continuous non-employment, including layoff, 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 twenty-four (24) months; whichever **is** lesser;
 - d) failure to **signify** intention to return to work after recall from layoff within three (3) working days following proper notification by the Region by registered or certified mail sent to the employee at the last address provided by the employee to the Human Resources Department, or failure to return to work **after** an additional three (3) working days following such notification.

Footnote: The intent of this Clause **is** a follows:

- i) the registered or certified notification shall be deemed to be received on the third calendar day after the date of mailing;
- ii) the laid off employee has three working days to notify the employer of the employee's intentions;

- iii) **an** employee who has complied with ii) above will have **a** further three (3) **working** days from the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the three (3) **working** days referred to in ii) above, that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Region, will not have their name struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Region;

- .e) absence from work without an excuse acceptable to the Region for a period of more than three (3) consecutive **working** days.

Promotion or Transfer to Positions Outside the Bargaining Unit for up to 60 days

8.07

- a) The promotion or transfer of employees to positions outside the bargaining unit but within the Region's employment **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 up to sixty (60) 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 promotion, demotion, or transfer is within the **sixty (60)** days specified above. ·

Temporary Assignment to Non-Bargaining Unit Positions in Excess of 60 Days

- b) **Any** temporary assignment of a bargaining unit member to a non-bargaining unit position in excess of **sixty (60)** days **shall** require the prior mutual agreement of the parties in writing. Such employees will be given their seniority credit they had at the time of the transfer upon their return to the bargaining unit. Existing employees in this situation to be grandfathered.

Employee Transfers Between Region CUPE Locals

- c) An employee belonging to Local **1883** who transfers to Local **1656**, then returns to Local **1883**, shall be given all earned seniority credits for past service accrued **in Local 1883**.

Former Employees Rehired by the Region

- d) Where employees with previous service with the Region are rehired by the Region they will **be** treated in **all** respects **as** a

new employee with seniority dating back to their most recent date of hire.

8.08 The seniority dates of employees in area municipalities, boards or commissions which have been or will be assumed by the Region and come within the jurisdiction of this Collective Agreement will be placed in a chronological position that recognizes the former service on a combined list of employees forming the total seniority list.

8.09 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 any such revocation of a resignation.

Article 9 - Job Vacancies

9.01

a) The Region will post for five (5) working days a notice of a vacant position showing the department and type of position, any required knowledge and/or education, qualifications, ability and skills, shift, wage rate and whether an automobile is required, and will endeavour to show location for the initial assignment, in order that permanent full-time employees other than probationary, part-time or tempo-

rary employees may have the opportunity of making written application to the **Assistant CAO, Human Resources** or designate for such positions. Such application must be signed and delivered to the Human Resources Department on or before the date specified in the posting.

- b) No employee outside the bargaining unit will be hired until consideration of laid off employees is given.
 - c) Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Regional applicants **will** be considered in the following sequence:
 - i) probationary and temporary employees (CUPE local 1883)
 - ii) other Regional employees • External applicants or advertising for external applicants shall not be considered until management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.
- 9.02 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 thirty (30) calendar days under any circumstances.

9.03

- a) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leaves of absence and temporary transfer known to be of three (3) month duration or more shall be posted as per 9.01 a).
- b) It is understood that returning employees will have the right to their position previously held (provided the position has not been eliminated), but must already possess the necessary skills, qualifications, abilities and competence to immediately perform the work required and the permanent full-time employee currently in that position regardless of possible greater seniority, will either take any available vacancy in the bargaining unit that they can immediately perform, or return to their former position or exercise their seniority by taking the position of the least senior employee whose jobs they can immediately perform. Such displaced employee will be laid off with at least fifteen (15) calendar days of notice, subject to the proviso that if the returning employee is the least senior employee they shall be laid off. The laid off employee is subject to clause 8.06 c).

9.04 Nothing in this Article shall be construed as restricting the right of the Region to temporarily assign an employee to a job which qualifies for posting for a period not exceeding sixty (60) calendar days, until a new person can be selected.

The foregoing applies to internal postings only. If the employer is seeking applicants from another source, the Employer may temporarily assign an employee for a period not to exceed six (6) continuous months or nine (9) continuous months, respectively, where the temporary vacancy is created by concurrent pregnancy and parental leaves.

9.05

- a) i) In the event successful applicants wish to return to their former position within a period of up to *fifty* (50) working days or prove unsatisfactory to the Region during the trial period of up to **fifty** (50) working days or such longer period as may be mutually agreed upon in writing between the **Assistant CAO, Human Resources**, or designate, and the Union, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs, shall be returned to their former position without loss of seniority.
- ii) In the event that an employee during the

trial period is returned to the former position held and such position (or other positions if other employees were moved as a result of the original position change) is filled by a new employee, the new employee will either be laid off until a suitable position becomes available, or for thirty (30) calendar days, whichever is the lesser, at which time the newly hired employee will be terminated if no suitable position is available.

- b) It is agreed that successful applicants of the job bidding procedure who apply for another posted position within nine (9) months of the date of the official notification of their existing position may be considered at the employer's option.
- 9.06 The Region agrees to post on all approved bulletin boards the outcome of all job postings within, when possible, ten (10) working days of the expiration date of the posting. The Region will endeavour, within thirty (30) working days of a position becoming vacant, to notify the Union in writing if the vacancy is not to be filled.
- 9.07
- a) In the event that a new position is decided upon by the Region as necessary to its operation, then the job description, the title and the salary rate shall be first determined upon by the Region. The Region shall, within ten (10)

working days after the above, notify the Union by registered, certified or hand delivered mail of **the action taken. The new** position and classification will be deemed to have become a modification of Appendix "A" of this Agreement and added to the job descriptions manual. **Six** (6) months after the job has been filled, the Maintenance Review Committee shall re-evaluate the position in accordance with the Job Evaluation/Pay Equity Plan.

- b) In the event that a changed job description or classification is decided upon by the Region as necessary to **its** operation, the position will be rated in accordance with the Job Evaluation/Pay Equity **Plan. The criteria for determining whether or not a changed job description or classification results in a "newjob" or "changedjob" is set out in the Letter of Understanding on page #129 attached to this Agreement.**
- c) Any change in the rating of a position that results in a change in grade and a change ~~in~~ the salary assigned to the job as a result of a review by the Maintenance Review Committee, will apply to the individual incumbent in accordance with the Job Evaluation/Pay Equity Plan.

9.08

- a) Job descriptions that have not been reviewed by the Maintenance Review Committee within five (5) years of the original rating shall be reviewed by the Maintenance Review Commit-

tee. Such reviews shall be conducted every five (5) years.

- b) Such job descriptions shall include title or classification, job purposes/duties and responsibilities/accountabilities, job grade and required knowledge and/or education, qualifications, ability and skills, contacts, working conditions, shift, wage rate, job title to whom the position reports and whether an automobile is required.
- c) A complete manual of all job descriptions **will** be provided to the Union and **will** be updated as required. This manual will be printed and issued to the Secretary of the Union.
- d) Employees *going* on approved leave of any kind may provide a written list of preferred positions identified by title to the Human Resources Department. Such list shall constitute an application for such positions.

Article 10 - Correspondence

- 10.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Director, **Human Resources Services** of the Region, and the President and Recording Secretary of the local Union, with a copy to the Canadian Union of Public Employees, 1120 Victoria Street North, #204, Kitchener, Ontario, N2B 3T2.

Article 11 - Union Representation

11.01

- a) The Region agrees to recognize the following representatives of the Union:
 - i) a bargaining committee consisting of the President **plus** not more than five (5) employees;
 - ii) a Grievance Committee of not more than four (4) employees;
 - iii) nineteen (19) stewards, including two stewards at large, as outlined below:

| <u># of Stewards</u> | <u>Division</u> |
|----------------------|--|
| 2 | Stewards at large <u>Community Health</u> |
| 1 | Inspection |
| 1 | Clerical |
| | <u>Engineering</u> |
| 1 | Engineering (7th Fl-Admin Bldg) |
| 1 | Traffic (7th Fl-Admin Bldg) |
| 1 | Regional Laboratory |
| | <u>Social Services</u> |
| 2 | Waterloo |
| 1 | Cambridge |
| 1 | Home Care (Cambridge) |
| 1 | Home Care (Waterloo) |
| 1 | Day Care & Home Day Care (Cmb) |
| 1 | Day Care & Home Day Care (Wloo) |

| | |
|---|---|
| | <u>Finance</u> |
| 1 | Finance (4th Flr - Admin Bldg) |
| | <u>Planning & Culture</u> |
| 1 | Doon & J. Schneider Haus |
| 1 | Library |
| 1 | Planning & Info. Systems (5th Flr. Admin Bldg) |
| | <u>Corporate Resources</u> |
| 1 | Clerks & Graphics & Licencing (2nd Floor, Admin) |
| | Legal (3rd Floor, Admin) |
| | Facilities (5th Floor, Admin) |

Note: The number of stewards and the departments within which they are recognized may be changed at any time by mutual consent of the parties in writing.

- b) The Union shall provide the Region with a list of such representatives and shall keep such list up to date.
- 11.02 Probationary, part-time or temporary full-time employees shall not be eligible to serve as stewards or union committee members.
- 11.03 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees who, after obtaining permission, shall have access to the Region's premises in order to investigate or assist in a settlement of any matter arising out of this agreement. Permission will be request-

ed of the Director, **Human Resources Services**, and such permission will not be unreasonably withheld.

- 11.04 The Union acknowledges that the stewards and the committee members from among the employees will be required to efficiently perform their regular duties on behalf of the Region and that such employees will not leave their regular duties without first obtaining permission from their immediate supervisor to leave such regular duties, and obtaining permission from the supervisor of the division to which they wish to go and assist, and will report back to their immediate supervisor upon resuming their regular duties. In accordance with this understanding, representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Regional representatives on union business, shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.
- 11.05 Meetings of a Union Committee, comprised of not more than six (6) employees, and the Region may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed

that such meetings are for the purpose only of discussing matters of **mutual** interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedure contained in this Collective Agreement.

Article 12 - Grievance Procedure

12.01 It is the **mutual** desire of the parties that employee complaints be adjusted **as** quickly as possible. **An** employee, or the employee's representative, who **has** a complaint may request a meeting with their supervisor. They may be accompanied by a **union** representative. In the event the complaint concerns a posting, the complaint shall be discussed with the Supervisor making the hiring decision.

If the complaint is not resolved, the area steward may present a grievance, in **writing**, to the grievor's immediate supervisor **no** later than 10 **working** days from the date of the incident giving rise to the grievance. A copy of the grievance will be sent **to** Human Resources.

The written grievance, signed by the aggrieved employee and/or the 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 parties agree that the carriage of the grievance remains with the Union.

A meeting will be held within fifteen (15) working days from the date of receipt of the grievance. The meeting will include the appropriate management and union representatives. A decision shall be delivered, in writing, to the Chairperson of the Grievance Committee, within five (5) working days from the date on which the meeting was held.

- 12.02 The Region may, at its discretion refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to the filing of the grievance in writing.

Policy/Union/Management Grievance

- 12.03 Any difference arising directly between the Region and the Union involving the interpretation, application or alleged violation of this Agreement, may be submitted in writing as a grievance by either party, to either the Director, Human Resources Services, or the Grievance Chairperson, and dealt with as a grievance **as outlined** in Article 12.01.

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 grievance shall be

presented in writing, which an employee or a group of employees could normally process as an individual employee grievance, or a grievance of a group of employees.

- 12.04 Failing settlement under the foregoing procedure of any grievance between the parties, arising from the interpretation, application, or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, such grievance may be submitted to arbitration as set forth in the arbitration provisions of this Collective Agreement.

If no written request for arbitration is received by the Director, **Human Resources Services, or designate** within fifteen (15) working days after the decision is given, it shall be deemed to have been settled and not eligible for arbitration.

The parties, upon mutual consent, can request the services of a grievance mediator and/or the Assistant CAO and the C.U.P.E. National Representative, in attempting to resolve the grievance prior to arbitration.

- 12.05 It is agreed that grievances and replies to grievances shall be in writing. A **grievance** that has

been settled **by the Union during the grievance procedure** cannot be subsequently processed **by the Union to arbitration.**

- 12.06 All agreements reached under the grievance procedure between the representatives of the Region and the representative(s) of the Union will be final and binding upon the Region and Union and the grieving employee(s).
- 12.07 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 12.08 Working day as used in this Article and the discharge article of **this** Collective Agreement shall mean a day other than Saturday, Sunday or a specified paid holiday.
- 12.09 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.

Article 13 - Discipline, Suspension & Discharge

13.01

- a) **An** employee shall be accompanied by a union representative at any meetings at which warnings, suspensions, or discharge will be discussed.

- b) Notice of the discharge or suspension shall be forwarded to the employee by registered or certified mail to the last known address on file with the Human Resources Department, or hand delivered, with a copy to the Union Secretary. In cases where an employee is discharged verbally, the above notification will still be sent to the employee for verification purposes.
- c) **The Region and the Union agree that discipline given to an employee is intended to be corrective in nature and not punitive. No disciplinary document shall be placed in the employee's file which has not first been shown and a copy given to the employee. An employee shall have the right to have access to and review their personnel file. The employee shall have the right to respond to any document in the personnel file, and such reply shall be part of the personnel file.**
- d) **Discipline shall be removed from the employee's file in accordance with the following:**
 - i) A verbal warning shall be removed from the employee's file 6 months from the date of issue, provided the employee has received no other verbal warnings during this period. If there is any verbal warning during the 6 month period, the prior verbal warning shall remain on the employee's file

- for the duration of the 6 months pertaining to the new discipline.
- ii) A written warning shall be removed from the employee's file **12** months from the date of issue, provided the employee has received no other written warnings during this period. If there is another written warning during the **12** month period, the prior written warning shall remain on the employee's file for the duration of the **12** months pertaining to the new discipline.
 - iii) A suspension of **2** days or less shall be removed from the employee's file **18** months from the date of issue, provided the employee has received no other suspensions during this period. If there is another suspension during the **18** month period, the prior suspension shall remain on the employee's file for the duration of the period pertaining to the new discipline.
 - iv) A suspension of **3** days or more shall be removed from the employee's file **24** months from the date of issue, provided the employee has received no other suspensions during this period. If there is another suspension during the **24** month period, the prior suspension shall remain on the employee's file for the duration of the period

pertaining to the new discipline.

- 13.02 A claim of unjust discharge or suspension by any employee with seniority shall be treated as a grievance if a written statement of such grievance is lodged within five (5) working days after the employee ceases to work for the Region. Such special grievance may be settled under the grievance and arbitration procedures by:
- a) confirming the Region's action in dismissing or suspending the employee; or
 - b) reinstating 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.
- 13.03 The Region agrees to notify the employee by mail to the last known address on file with the Human Resources Department or hand delivered, of any demotion or suspension, with a copy to the Union Secretary, the President and the Canadian Union of Public Employees, 1120 Victoria Street North, #204, Kitchener, Ontario, N2B 3T2.

Article 14 - Arbitration

- 14.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation, application, administration or alleged violation of this Agreement which cannot be settled after exhausting the grievance proce-

dure shall be settled by arbitration as defined in **Section 48 (2)** in the Ontario Labour Relations Act. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.

14.02 No person shall be selected as **an Arbitrator who:**

- a) is acting, or has been in **the** period of twelve (12) months preceding the date of her appointment, active 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 **The parties will jointly share the expenses of the Arbitrator.**

14.04 The time limits fixed in both the grievance and the arbitration procedures may be extended only by mutual consent, in writing, of the parties to this agreement.

14.05 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Region's premises to view any working conditions which may be relevant to the settlement of the grievance.

14.06 The decision of the **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 in this Agreement, or to substitute any new provisions for any existing provisions, or to add any new provisions nor to give any decision which is inconsistent with the terms and contents of this Agreement.

- 14.07 It is agreed that a representative of C.U.P.E. may be present at all stages of the grievance and arbitration procedures if requested by either party.
- 14.08 No matter may be submitted to arbitration which has not been carried through the grievance procedure, **unless** mutually agreed upon in writing.
- 14.09 This Article shall not apply to probationary employees.

Article 15 - Specified Holidays

- 15.01
- a) Each employee who has completed thirty (30) calendar days or more continuous service, is entitled to eleven (11) paid specified holidays regardless of the day on which the holiday occurs.

The holidays to which this will apply are:

New Year's Day Canada Day
Civic Holiday Labour Day

| | |
|---------------|------------------|
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| | Boxing Day |

- b) Each employee who has completed thirty (30) calendar days **or more of** continuous service **prior to the 3rd 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 **Assistant CAO, Human Resources** and the employee's supervisor for resolve.

- 15.02 In order to qualify for payment for specified holidays employees must work their scheduled working day immediately prior to and following the holiday except in the following circumstances; where absence on either or both of the said qualifying working days is with prior written permission or due to illness verified by a doctor's certificate that is submitted no later than the end of the pay period following that in

which the holiday in question occurred, (and providing the employee has worked five **(5)** or more days in the pay period in which the holiday falls).

15.03

- a) Employees who are regularly scheduled to work and do work on a paid holiday, shall receive pay for such work at the rate of time and one-half (1 1/2) their regular rate and shall be given a day off with pay in lieu of such holiday at a mutually satisfactory time, but in any event, within *sixty* (60) calendar days of the holiday.
- b) 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.

15.04 Employees who are absent on a paid holiday for which they are scheduled to work shall forfeit all pay for the holiday unless such absence is due to illness certified by a doctor's certificate that is submitted no later than the end of the pay period following that in which the holiday in question occurred, and provided the employee has worked five **(5)** or more days in the pay period in which the holiday falls in which case they will be eligible for one (1) day of sick pay,

15.05 In the event of a paid holiday falling within an employee's vacation period, such employee

shall be granted an additional day of vacation at a time mutually agreed upon.

- 15.06 When any of the specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Region, but in any event within **sixty (60)** 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.
- 15.07 Employees who are not on their regularly scheduled day off but who are scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive time and one half (1 1/2) their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement.

Article 16 - Vacation

16.01

- 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 16.03 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 to a 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 continuous service but less than nine (7) years continuous service. | Three (3) weeks. |
| Not less than nine (9) years continuous service but less than sixteen (16) years continuous service. | Four (4) weeks. |

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Length of Service

Vacation Entitlement

Not less than sixteen **(16)** years of continuous service but less than twenty-four **(24)** years of continuous service. Five **(5)** weeks.

Not less than twenty-four **(24)** continuous years of 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 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 vacation of another employee(s) is not affected in any way and efficient operation can be maintained, the Region will allow a vacation longer than two **(2)** consecutive weeks during the three **(3)** months stipulated in this clause.
- 16.03 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.
- 16.04 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 within the work group absent at any one time.

16.05

- a) Employees with greater seniority will have first choice of vacation dates, providing the requests for vacation time are submitted by April 1st for the ~~period~~ June 1st to November 30th, and by October 1st for ~~the period~~ December 1st to ~~May~~ 31st. This procedure is to allow the vacation schedule to be determined by five (5) working days after April 1st and October 1st respectively each year.
- b) Employees not submitting a request by either April 1st or October 1st, may submit a request at least two (2) weeks in advance, and such vacation will be granted **on** a first come, first served basis in keeping with staffing requirements **and** the remaining available time slots.
- c) Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice on a request form. Requests on shorter notice may be granted upon mutual agreement of the employee and the supervisor.
- d) Requests for vacation time shall have preference over requests for lieu time and leaves of absence.

- 16.06 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 credited service, vacation pay out shall be calculated at four percent (**4%**) of earnings.
- 16.07 Employees who have been absent without pay for any reason excluding pregnancy leave, parental leave or union leave for more than twenty-three (**23**) working days shall receive a pro rata reduction in their vacation pay.
- 16.08 Vacation pay for temporary full-time and part-time employees shall be four per cent (**4%**) of earnings and shall be calculated, added and paid for each pay period.
- 16.09 In the event an employee suffers a certifiable personal illness or is personally injured whilst on vacation, the period of vacation during which the employee was incapacitated, may be transferred at the employee's request, to sick leave. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:

- a) the employee has sick credits
 - b) the employee requests the transfer in writing to the **Director, Human Resources Services, or designate**, within ten(10) days of the employee's return to duty.
 - c) that request is supported by a medical certificate which is signed by the attending physician or designate, and said certificate must indicate the employee was incapacitated and the date of the sickness/treatment, and that the employee **was** under the physician's care.
- 16.10 Probationary employees will not have vacations scheduled within the probationary period.

Article 17 - Leave of Absence

Union Leave

17.01

- a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Region to employees elected or appointed to represent the Union at union conventions or seminars and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed one hundred and twenty (120) working days in any calendar year and not more than six (6) 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, Human Resources Services, or designate, as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.

- b) The President of CUPE Local 1883 shall be granted union leave 5 one-half afternoons per week for the purpose of carrying out union activities. The Union may designate one member of the executive to fill-in for the President, when the President is expected to be absent for 5 or more consecutive working days. The Union and the Region will each share one-half the cost of the leave (8.75 hours per week each). The Region will submit statements to the Union for reimbursement of wages and not employee benefits. The Region agrees to not include this union leave as union leave in calculating total number of days taken under Article 17.01 a) of this Agreement. Further details concerning the expectations for union leave for the CUPE Local 1883 President are contained in the Letter of Understanding attached to this Agreement.
- c) 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.

- d) The Region shall continue to pay the wages of employees on union leave of absence and the Union shall re-imburse the Region for wages paid to union representatives or members where such leave is without pay.
- e)
 - i) When an employee who is elected or appointed to office or to a staff position in the Canadian Union of Public Employees, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to two (2) years. During such leaves of absence, salary and benefits shall be kept whole by the Employer **and** the Union agrees to reimburse the Employer for such salary and the employer's contribution to said benefits.
 - ii) The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following termination of office for which the leave was granted. At the end of such leave, any employee **hired** or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position, if the substitution was a transfer.
- f) Employees who are members of the CUPE Local 1883 Job Evaluation Committee **will** have one-half (1/2) day off with pay from their regular job duties following each time the Commit-

tee meets, and one (1) other full day off with pay annually, in order that the Committee can meet and attend to their duties as committee members.

- g) All leaves of absence under Article 17.01 shall be without loss of seniority.

Jury Duty or Witness

17.02

- a) Permanent full-time employees who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service such employees shall present to their Department Head a certificate satisfactory to the Region showing the period of such service. A coroner's inquest shall be considered as a court for purposes of this Article.

Such employees will be paid their full salary or wage for the period of such **jury** or witness service provided they shall deposit with the Commissioner of Human Resources Assistant or Designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt therefore.

- b) When employees are required to appear in court as a witness on behalf of the Region while they are off on leave, they shall be paid their full regular salary or wages for the period

of time they are required to attend court, or will be given time off in lieu upon their return from leave.

- c) Employees shall also be compensated for the applicable mileage allowance and parking expenses incurred while attending court on the Region's behalf while on leave.
- d) Leave is defined for the purpose of this article as those absences where the employee is off work and is not being paid by the Region.
- e) Employees who do not return from leave shall be paid the salary or wages, mileage allowance and parking expenses, owing for the period of witness service at the time of their termination.

Bereavement Leave

17.03 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> |
|---------------------|--|
| Mother | 3 days |
| Father | 3 days |
| Brother | 3 days |
| Sister | 3 days |
| Mother-in-law | 3 days |
| Father-in-law | 3 days |
| Spouse | 5 days |
| Child | 5 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**)

Maternity or Adoption Leaves

Pregnancy Leave

17.04

a) **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 six (6) months, 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 four (4) weeks in advance of the date of return.

An employee returning from pregnancy leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence.

The employee shall continue to accumulate seniority and service benefits during said pregnancy leave. The Employer shall pay the **premium** for all applicable benefits for the first six (6) months pregnancy leave, except OMERS. The Employer contribution to OMERS will **only** be continued provided the employee gives the Employer written notice that the employee will pay the employee's contributions, **on an approved form provided to the Employee by the Region.**

Where the Collective Agreement is silent, the current legislation applies.

Parental Leave

- b) An employee will be granted unpaid parental leave for a period up to and including eighteen (18) weeks, upon request and verification of:
 - i) the birth of the employee's child
 - 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.

The parental leave of **an** employee who **takes** pregnancy leave must **begin when** the pregnancy leave ends **unless** the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave must begin no more than **thirty-five (35)** weeks after the day the child **is** born or comes into the custody, care and control of a parent for the first time.

The employee must provide the Employer with at least **two (2)** weeks written notice of the date the leave is to begin. The employee shall continue to accumulate seniority and service benefits during the said parental leave. The Employer shall pay the premium for all applicable benefits for the **eighteen (18)** week parental leave, **except OMERS**. The Employer contribution to OMERS **will only be** continued **provided** the employee gives **the Employer** written notice that the employee **will** pay the employee's contributions, **on an approved form provided to the employee by the Region**.

Adoption Leave

- c) **An** employee **will**, upon request, be granted a further leave of absence for **up** to eight (8) weeks for adoption of a child. Written notice

for the additional leave must be provided in conjunction with the notice of parental leave. **The employee shall** continue to accumulate seniority and service benefits during **said** adoption leave. The Employer shall pay **the premium for all applicable benefits for the eight (8) week** adoption leave, **except OMERS. The Employer contribution to OMERS will only be continued provided the employee gives the Employer written notice that the employee will pay the employee's contributions, on an approved form provided to the employee by the Region.**

Personal Leave

17.05 The Region may grant a leave of absence without pay and without loss of seniority to employees for legitimate personal reasons. A request for such leave shall be made in writing to the employee's Department Head as far in advance **as possible** and the granting of such leave must have the approval of both the Department Head and the **Assistant CAO, Human Resources, or designate.**

Education Leave

17.06

- a) Employees, at the discretion of the Department Head, may attend short courses, workshops and professional meetings and the Region will pay travel expenses, registration fees, and reason-

able living expenses. The Department Head **will** ensure that such leaves are rotated equitably **and** fairly. Seniority shall accumulate during education leaves of absence.

- b) The Region will provide employees with a tuition refund upon the successful completion of Job-Related and Career-Related courses. The Career-Related tuition refund plan falls within the purview of the Employer and can be changed at the Employer's discretion with ~~thirty~~ (30) days notice. Approved Job-Related courses will be subsidized at the rate of 100 percent for the cost of tuition, registration, administration and examination fees, after successful completion of the course. Approved Career-Related courses will be subsidized at the rate of 50 percent for the cost of tuition fees **only**, after the successful completion of the course, to a maximum ~~of~~ \$400.00 for any one course.
- c) Employees applying for reimbursement for Job-Related courses must make a request to their Supervisor and Department Head by filling out an "Application for Sponsorship of Education Course". The reimbursement for the course and any work-time required to attend the course must be approved before commencement of the course.
- d) Employees applying for reimbursement

of Career-Related courses must make a request to the Director, Human Resources Services by filling out an "Application for Sponsorship of Education Course". The reimbursement for the course must be approved by the Director, Human Resources Services and any work-time required to attend the course must be approved by the employee's supervisor before the commencement of the course.

- e) Approval of either Job-Related or Career-Related courses shall be at the discretion of the Region which shall not be unreasonably withheld subject to the applicability of the particular course, the availability of reimbursement funding, and the ability of the Region to allow the employee time off, if necessary to take the course.
- 17.07 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.

Prepaid Leave Plan

- 17.08 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

Standard Hours

18.01 The normal hours of work for full-time employees shall be seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday, exclusive of a one (1) hour unpaid meal period. However, the normal hours of work for Cooks and Clerks identified in Appendix "A" as working forty (40) hours is eight (8) hours per day, forty (40) hours per week, as specified below, Monday to Friday, exclusive of the unpaid meal period.

Schedules

18.02 Scheduled hours of work that are normally subject to fluctuation shall be posted at least two (2) weeks in advance. In the case of a change in the posted schedule at the request of the Region with less than twenty-four (24) hours notice, employees so affected shall be paid time and one-half (1 1/2) their regular straight time pay only for the first work day of the new schedule. Such premium shall not apply when the change is requested by an employee and

consented to by the Region. **An** employee who has worked overtime will not be required to take time off in lieu of payment.

Breaks

18.03 A fifteen (15) minute rest period inclusive of any time taken away from the work area shall be granted to all employees **during** each half of their regular workday with such times at the discretion of their immediate supervisor. Employees cannot elect on their own initiative to work through rest periods (or meal periods **as** outlined in this Collective Agreement), in order to shorten their work day etc. Employees who work less than one half (1/2) of a normal work day are not eligible for a rest period.

Reporting

18.04

- a) Employees who report for work at the regular starting time, who have not previously been notified not to report, and who are laid off for any reason such as inclement weather, equipment failure or material shortage will receive pay for a minimum of four (4) hours at their regular rate of pay. If the employees are told to report back in the afternoon and are again laid off for any reason, they will receive pay for a minimum of two (2) hours at their regular rate of pay.
- b) Employees who report late for their workday 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

19.01

- a) *All* authorized 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 paid lieu day off. 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 seven (7) or eight (8) hours as applicable, in the day.

- b) Department Heads may, at their discretion, allow Compensating time off regular working hours at a mutually agreeable time in lieu of overtime payment when requested by the

employee. Compensating time off will be on a time and one-half basis for overtime hours worked and must be approved in **writing** by the employee's Department Head.

- c) Overtime rates will not apply for the first ~~five~~teen (15) minutes following termination of the regular work day. Should overtime exceed ~~five~~teen (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.
- d) It is agreed that any overtime will, where reasonably practical, first be offered to available qualified permanent full-time employees. However, if a sufficient number of qualified permanent full-time employees cannot be obtained, then the Region may offer the extra work to qualified temporary full-time, part-time, student employees or to anyone else selected by the Region.
- e) The Region will distribute overtime fairly among the available qualified employees.
- f) Overtime shall not apply on work regularly scheduled on Saturdays or Sundays or when employees are scheduled to work Saturdays or Sundays to enable them **to** complete a ~~full~~ work week or when a change of scheduled work is arranged between employees, and is approved by the Region, which may necessi-

tate employees working hours in excess of the normal work week.

- g)
 - i) Temporary full-time employees as defined in this Collective Agreement, will receive overtime payment on the same basis as permanent full-time employees under this Collective Agreement.
 - ii) Temporary full-time employees as defined in this Collective Agreement, **will** only be entitled to premium pay for working on a statutory holiday in accordance with the Employment Standards Act.
- h) 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).

Call-in

19.02

- a) If employees are called in to work after having completed their regular work day and having gone home, they shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- b) When a call-in commences within **two (2)** or three (3) hours, as applicable prior to the start of a regular shift, the first two (2) or first three (3) hours, depending on whether or not the employee **is** on standby, will be at the appro-

priate overtime rate and the balance of the **shift** at regular rate, **Call-in** provisions **do** not apply to employees who are requested to start their shift early, if they have at least ten (10) hours notice of early start. Call-in does not apply to planned overtime of which at least ten (10) hours advance notice has been given but such planned overtime not continuous with a regular shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

Stand-by call

19.03

- a) i) Authorized employees who are scheduled for stand-by call shall receive one hundred and forty-seven (\$147.00) dollars per week Friday to Friday, plus fifteen (\$15.00) dollars per day extra for any specified holiday occurring in the specified period; and, in addition, all employees when called out on emergency calls will be paid a minimum of two (2) hours at the appropriate overtime rate. Such employees shall be provided with a bell-boy pager where deemed necessary by the Region, and must report by telephone within fifteen (15) minutes of being paged, at which time they will be considered as being on duty.
- ii) Employees authorized for short term stand-by, shall receive twenty-one (\$21.00) dollars per authorized day plus, fifteen (\$15.00) dollars per day **extra** for any spec-

ified holiday occurring in the stand-by period. In addition, when called out on emergency call, they shall be paid a minimum of two (2) hours at the appropriate overtime rate.

- b) In the event the employer requires an employee to remain on stand-by for a whole weekend, namely Saturday and Sunday, or on three (3) consecutive days in the event of a long weekend, the employee shall be paid two-sevenths (2/7ths) or three sevenths (3/7ths) respectively, of the stand-by pay for the week.
- c) All stand-by responses are considered emergencies until assessed otherwise. The employee on stand-by shall respond to the scene of the incident without undue delay.
- d) Employees on stand-by shall be paid mileage at the applicable rate for travelling to and from their residence or place where the call was received, provided it was within Regional boundaries, to the normal reporting location or the scene of the incident.

If employees on stand-by are paged while outside the Regional boundary, claimable mileage would be based on the distance from the boundary to the reporting location.

Meal Allowance

19.04 Where an employee works three (3) or more continuous hours continuous with the regular working day, such an employee shall be eligible

for a meal allowance of eight (\$8.00) dollars. Payment of this meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

Temporary Assignments

- 19.05 Permanent full-time employees assigned to perform essentially all of the duties in a higher rated category continuously for one (1) full day or more, shall, while so assigned, be paid the rate for the job classification being performed, subject to the following guidelines.
- a) The assigned employee shall be paid at the rate of the higher rated job so that the rate is at least 4% more than their current salary.
 - b)
 - i) In the event the assigned employee works a sufficient number of full days in the assigned higher rated job and thereby accumulates the required time that would normally move an employee from one increment level to another in the assigned higher-rated job if the employee were normally posted in that job, the employee shall be given credit for such days and will be paid at the next higher increment level of the assigned higher rated job.
 - ii) Paid vacation days or paid bereavement leave days would not cause loss of continuity under this clause, however, the required

number of days would still have to be worked.

- c) Should employees be temporarily assigned to a lower rated job, their rate of pay shall not be changed until after fifteen (15) continuous working **days** following such temporary assignment.

The assigned employee will have their salary adjusted to the highest level in the lower grade that is below their current salary. Should their salary be within the range of the lower grade their rate of pay shall not be changed.

- d) This Article does not apply to an employee assigned to duties in a higher rated category for training purposes only.
- e) Under no circumstances will an employee actually working in a higher category under this Clause 19.05, receive more than the maximum rate in the higher category.

Shift Premiums

19.06

- 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 12 noon but before 9:00 p.m.; effective January 1, 1997 - 75 cents per hour; effective January 1, 1998 - 78 cents per hour.

- ii) night shift - starting on or after 9:00 p.m. but before 4:00 a.m.; effective January 1, 1997 - 75 cents per hour; effective January 1, 1998 - 78 cents per hour.
- b) Shift premiums will not apply where the over-time premiums do apply.
- c) 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.
- d) When a shift is established shift work will be offered to all employees of the classification required for the shift work. The most senior employee requesting the shift will be assigned to the shift providing he/she possesses the necessary skills, qualifications, ability and competence to perform the work available. If no employees request the shift, the work will be assigned to the most junior employees. In the event an experienced employee is required on a shift, the Region and the Union will discuss how that can be accomplished.

Article 20 - Absence From Work

- 20.01 Whenever possible employees who are unable to assume their normal duties on any working day, must notify the Region prior to or within thirty (30) minutes of the commencement of their regular work day.

20.02

- a) **An** employee who is absent by reason of personal or family illness and whose absence is in excess of three (3) consecutive workdays shall be required to furnish a medical certificate from a duly qualified medical practitioner, oral surgeon or chiropractor for each such absence; the certificate is to be submitted to the immediate supervisor or division head by the employee no later than the end of the pay period following that in which the absence occurs.
- b) Wherever possible, employees must notify their immediate supervisor and/or division head during the normal work day at least the day before or on the same day prior to the start of their work day of their intentions to return to work.

20.03 The Region shall have the right at any time to require that an employee who is absent on account of sickness be examined by the Region's medical examiner, or by another physician selected by the Region.

Employees who are not satisfied with their rating following such an examination, will have the right to be examined by their own physician. If the report on the employee's physical is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical

examination form but will not be informed of the reason for such examination. The results of such examination shall not be disclosed to the Region without the consent of the employee who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Region, a decision of the majority will be binding. If the employee does not allow the results to be disclosed to the Region, the decision of the physician used by the Region shall be binding.

20.04 Employees who are absent from duties by reason of illness, injury, or accident must furnish a medical certificate signed by a duly qualified medical practitioner to their supervisor prior to returning to full-time duties, if either or both of the following situations are evident:

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

The required medical certificate must attest to the ability of the employee to return to regular full-time duties without any conditions etc., otherwise the medical certificate will not be considered as acceptable by the Region, and the employee will not be allowed to return until such certificate is provided.

(This condition might be waived by the Region, if the Region were to approve in writing prior to any return to duties, that an employee could return to some form of modified duties, if such duties, as determined by the Region, are available.)

- c) The Employer shall supply to each employee by March 1st of the year a statement showing the amount of accrued sick leave credits in their sick leave bank as of December 31st of the previous year.

Modified Duties

Rehabilitation and Modified Work

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

i) Return to Work and Job Security

- a) **An** employee, who because of illness or injury, remains off work due to **sick leave or an L.T.D. claim** or a W.C.B. claim shall retain and continue to accumulate seniority.
- b) Should an employee be capable of performing the essential duties of **their** former position, the Region shall return the employee to his or her 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**, L.T.D. or W.C.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**.

a) This Clause provides a modified work program to assist in the rehabilitation of employees who have been absent from work due to illness or injury.

b) Objectives of the Program:

i) To restore an ill or injured employee to his/her fullest possible occupational and economic capacity.

ii) To provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.

iii) To accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job.

c) Definitions:

Modified Work

Altering a **work** condition or requirements

to better match the employee's medical restrictions that he/she may perform safely without unreasonable **risk** of injury or re-injury to self or other and to assist in the rehabilitation of the employee. The altering of a work condition may include part-time hours.

Suitable Work

Work that is different from the employee's regular work and that has been specifically designed or designated to accommodate an employee's medical restrictions.

- d) Any employee who has sustained an occupational or non-occupational illness or injury, that prevents him/her from performing the essential duties of their regular job shall be eligible to participate in this program.
- e) At the request of either party, the Region and the Union shall jointly determine the design of modified work or duties based on medical information for an employee who is off work due to illness or injury. The Region and the Union shall determine the wage rate, if not the employee's former wage rate in accordance with approval and medical restrictions of the attending physician.
- f) Seniority will continue to accumulate while the employee **is** on modified duties. Employees requiring modified duties or

work will have priority for vacancies in the bargaining unit.

g) The modified work assignment must be productive and meaningful to both the Region and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s).

20.06 Employees who are unable to work because of compulsory quarantine imposed by the local Medical Officer of Health in writing, shall be entitled to treat the time lost as illness and be on paid sick leave to the extent of their sick leave credits. It is understood that this arrangement applies only to the period of quarantine which is officially imposed in writing by the local Medical Officer of Health.

Article 21 - Safety

21.01 **The Region and the Union hereby acknowledge their commitment to health and safety in the workplace.** The Region shall observe all reasonable precautions and will provide the necessary safety devices or appliances that may be required for the protection of its employees. Employees will cooperate by **complying with** safety practices.

- 21.02 Under the Occupational Health and Safety Act, there is to be **an** Occupational Health and Safety Committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.
- 21.03 Under the Occupational Health and Safety Act, there is to be a certified representative, who will be charged with the **duty** of ensuring a safe **and** healthy work place. CUPE Local 1883 will select from its ranks one (1) member to act **as** a certified representative.
- 21.04 The Region will provide a leave **of** absence, with pay, totalling 8 days per year for union members to obtain safety training.

Article 22 - Clothing

22.01

- a) The employees set out in this Article **shall** select their clothing issue **as per** the Regional Clothing Request Form (attached **as** Appendix B) and shall have the option **of** selecting any **of** the items contained on the Work Clothing Request Form, provided the total point value does not exceed the total **pints** allowed **for** their position **in** any one calendar year.

| | |
|-----------------------------|------------|
| Survey Technician I | 170 points |
| Survey Technician | 170 points |
| Environmental Officer II | 170 points |
| Technician I - construction | 50 points |
| Printer - Lead hand | 117 points |
| Printer I | 117 points |
| Printer II | 117 points |

- b) The point values contained in the Work Clothing Request Form will be amended from time to time to reflect the actual cost of the clothing. However, the total points allowed will always maintain the current purchasing power of the current point allotment for each position as provided for in this Article. Points cannot be carried forward from one year to another.
- c) Survey Technicians, Survey Technician 1, Environmental Officer II and the Technician I - Construction shall be supplied with safety boots and/or sorel type boots as deemed appropriate by their supervisors to a maximum of 2 boot chits in any one calendar year.
- d) The Printer-Lead hand, Printer and Printer II will be provided with safety footwear as deemed appropriate by their supervisor and the Region will pay a maximum of eighty (\$80.00) dollars towards the purchase of such footwear.

22.02

- a) Laboratory Technologists and Laboratory Technicians will be supplied with **three** smock coats annually, **to be worn** during working hours **on a rotational basis**. **Smocks will remain at the laboratory and will be laundered at Regional expense.**
- b) Laboratory employees who are on standby who are not covered under Article 22.01 will be **supplied** with one (1) **hydro style parka**, one (1) pair of coveralls, a safety hat, annually, and safety/sorel type safety boots as deemed appropriate by their immediate supervisor to a **maximum** of two (2) boot chits in one calendar year.

22.03 By-law Inspection Officers shall be supplied with the following **clothing issue as required:**

- a) One (1) pair uniform boots once annually
- b) One (1) jacket, one (1) hat, three (3) summer shirts, three (3) winter shirts, three (3) pair of pants, **and** two (2) ties, every *two* years.
- c) One (1) parka and one pair green patch rubber Wellington **style boots** every three (3) years.

22.04 Public Health Inspectors shall be provided with the following clothing and equipment issue:

- a) One (1) nylon style parka: worn out parkas must be exchanged for new issues.

- b) One (1) pair of safety boots or shoes every two (2) years.
- c) Rubber boots when their use is required: worn out boots must be returned for new issues.
- d) One (1) small cooler once each year.
- e) The Region will make available in each office location three (3) raincoats.
- f) Dry-cleaning and repair and replacement of clothes will be provided by the Region as approved by the supervisor.

22.05 Dental Health Educators, Dental Assistants, and Dental Hygienist shall be provided with *two* (2) new lab coats when they are hired and shall be granted a replacement lab coat on an as needed basis by the Region. Old lab coats must be turned in when a replacement lab coat is issued.

22.06

- a) Employees who do not choose the Regional issue will be responsible for providing their own clothing, at their own expense, in the required colour. Excessively worn ~~or~~ tattered clothing shall not be permitted.
- b) The standard colour for Regional clothing is blue. Employees must keep supplied clothing in a clean and presentable condition. Damaged or worn out clothing issue or boots must be exchanged for new issue. Employees using the Regional

Clothing Request Form have the option of choosing orange safety wear without a point "penalty" for ~~so~~ doing.

- c) Employees specified in this article are required to wear their Regional issue when reporting for their regular shift or scheduled overtime. Reasonable everyday wear will be permitted when an employee is called in for overtime.
- d) Clothing provided by the Region shall be worn **only** when on duty and for travel to and from work.
- e) All clothing issued by the Region shall where possible be made in Canada and bear a recognized union **label**.
- f) Temporary full-time employees will be issued clothing **as** specified in this Article at the discretion of the Region following five **(5)** months of continuous temporary full-time employment, but only to the extent deemed necessary by the Region for the expected remaining total of service.
- g) Employees who are issued clothing, safety boots etc. and whose employment is terminated for any reason prior to the completion of eight **(8)** weeks (40 days actually worked) of continuous employment, shall have the cost of the clothing and/or safety equipment deducted from their **pay**.

- h) **Coveralls will be supplied by the Region as deemed necessary by the Region and laundered at Regional expense.**

Article 23 - Health and Welfare Benefits

Employee Benefit Program

23.01 The Region will pay one hundred percent (100%) towards the cost of the following benefits as outlined in articles **23.02, 23.03, 23.04 and 23.05**, which must be read subject to the conditions of the carriers.

The Region may change carriers from time to time, provided that the benefits will at least be equivalent to those now in effect. This **does not apply to OHIP or any plan mandated by law. The Region's responsibility shall be Limited solely to the proper payment of the premiums.**

23.02 **The benefits available are:**

- a) Ontario Health Insurance Plan (OHIP) **or an equivalent or successor plan.**
- b) Group **Life** Insurance Plan equivalent to two **(2)** times annual earnings to nearest one thousand dollars (\$1,000.00) that is higher.

| <u>Major Eligible Expenses Include:</u> | <u>Limits</u> |
|--|-----------------|
| vision care | \$220 |
| semi-private hospital room out of Province emergency medical insurance | |
| supplementary health care: | |
| massage therapy | 20 visits |
| chiropractor, osteopath, | \$250/year |
| naturopath, podiatrist | each discipline |
| psychologist | \$750/year |
| <u>As Prescribed by a Physician:</u> | |
| prescription drugs | |
| private duty nursing | \$25,000/year |
| physiotherapist | |
| speech language pathologist | \$250/year |
| lab and x-ray exams | |
| wigs - chemo/radiation therapy | |
| alopecia | \$500/life |
| trusses, braces, crutches, etc | \$350/year |
| blood, plasma, oxygen | |
| Rental of iron lung, hospital bed, wheelchair, artificial eyes, Limbs, ambulance | |
| <u>As Prescribed by an Otolaryngologist:</u> | |
| hearing aids | \$750/3 years |
| <u>As Prescribed by a Podiatrist or Physician:</u> | |
| orthopaedic shoes | \$150/year |

- c) **Extended Health Care Plan**
- d) Benefit coverage is continued for spouse of deceased employee for twelve (12) months.
- e) 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.

Long Term Disability Plan

23.03 **The** Long-Term Disability plan pays seventy (70%) percent of **an employee's** normal monthly salary if **they** are incapable of performing any kind of 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.

Dental Plan

23.04

- a) The Region will provide a basic dental plan through a carrier of the Region's choice, which is similar 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 year.
- c) The Region shall provide a rider to the plan to provide for orthodontic services to a lifetime maximum of \$3,000.00 per person with *fifty* (50%) percent of the cost of the treatment paid by the employee and the remainder provided by the plan.

Accidental Death and Dismemberment Insurance

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

Sick Leave Plan

23.06

- a) Permanent full-time employees shall be entitled to paid sick leave as provided by the Region's By-law #46-73. By-law #46-73 provides for accumulation of sick leave credits at the rate of one and one-half (1 1/2) days per month of completed service,

It **is further** agreed that part time Cooks covered by this Collective Agreement will be allowed to accumulate sick leave on the basis of a day and a half (1 1/2) a month with the

understanding that “a day“ shall constitute the normal working day, in hours, of the individual cook, and, if the daily hours of work are irregular, the hours of work in the immediately preceding four weeks shall be averaged to determine the amount of sick pay. The following conditions shall apply:

That the granting of sick leave will apply only to those part-time cooks who regularly work five (5) days **per** week and who have completed one hundred (100) actual days worked.

- 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 eighteen (18) weeks.**
- c) On termination due to death or normal retirement, or on termination for any other cause after five (5) years service, one half (1/2) the employee's unpaid credits are paid for to a maximum of one half (1/2) a year's pay.
- d) Service for ~~all~~ purposes in the by-law shall commence from the date of last hire as a ~~full~~-time employee.
- e) Service to which section 27 (4) of The Regional Municipality of Waterloo Act applies is rec-

ognized and where an employee with such service was in a plan which provides for greater **vesting** of credits, vested credits are not divested.

- f) Medical certificates are required to authenticate absences in certain circumstances and may be required in others as specified in the By-law.
- 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.

Employee's Pension Plan

23.07 All permanent full-time employees must immediately participate in the Ontario Municipal Employees Retirement System plan (OMERS).

Temporary full-time and part-time employees may be eligible for participation in OMERS **pro**vided certain criteria as established in the Pensions Benefits Act amendments are met by the employee and the employee opts to participate. Enrolment and contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.

23.08 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:

- a) **An** employee on maternity leave, to a maximum of seventeen (17) weeks,
- b) **An** employee on parental leave, to a maximum of eighteen (18) weeks,
- c) An employee absent on Workers' Compensation or Long Term Disability, subject to Article 8.06, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser,
- d) **An** employee on layoff, to a maximum of **six** (6) months, subject to the provisions of Article 8.06(c).

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) calendar 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.

Retirees Benefits

- 23.09 Permanent full-time employees who voluntarily retire on an early Ontario Municipal Employees Retirement System (OMERS) pension (ie. not a disability pension) after attaining age 55,

will be eligible for health and welfare benefits, subject to all of the following mandatory conditions:

- a) The benefits available will only be,
 - **Extended Health and Supplementary benefits**
 - Dental
 - Life Insurance of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher.
 - Accidental Death and Dismemberment to a maximum of two times the initial OMERS annual pension, rounded to the next even thousand dollars that is higher.
- b) Coverage shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of CUPE Local 1883.
- c) Unless the Region is notified in writing to the contrary before the employee's retirement date, the employee will be automatically enrolled in the applicable benefits.
- d) Employees 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 employee attains age 65, or;
 - ii) in the case of the employee's death;
 - re-employment of their spouse

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

Prescription Safety Eye Glasses

- 23.10 The Regional Municipality of Waterloo will pay up to a maximum of one hundred (\$100.00) dollars (single vision) and one hundred twenty five (\$125.00) dollars (bi-focals), towards the purchase price of a pair of **CSA (Canadian Standards Association)** approved prescription safety eye glasses, subject to the following conditions:
- a) 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.
 - b) **Completed requisitions must be approved by the Supervisor and a copy of the requisition with the original receipt forwarded to the Health & Safety Section.**
 - c) 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 costs in excess of the current maximums. This Letter of Understanding will be considered as necessary permission for the payroll deduction.
 - d) Replacement will only be as authorized by the

appropriate supervisor/manager and Health & Safety Section, however, under no circumstances will the Region participate in the above costs more often than once in any twelve (12) month period.

- e) 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:

- i) Employees have not reached their vision maximums through another purchase i.e. within the two year period, the major medical program **maximum** cannot be exceeded.
- ii) The safety glasses must be prescription glasses. Old non-approved safety frames cannot be refitted with new prescription safety lenses.
- iii) The Region is to send in a photocopy of the receipt, as well as indicating their payment to the employee.
- iv) The employee's coverage is in effect on the date the expense is incurred.
- v) The program will be co-ordinated by Human Resources.

Article 24 - Copies of Agreement

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

Article 25 - Bulletin Board

25.01 Bulletin boards shall be provided in locations to be mutually agreed upon. The Union shall have the right to post general notices of union activities but shall not however, post notices of a political, civic or personal nature.

Article 26 - Definitions of Employees

Probationary Employees

26.01

a) A probationary employee is one who has not completed five (5) months of continuous full-time service or one hundred (100) actual days worked whichever is the greater, but who will be appointed to the permanent full-time staff upon the completion of five (5) months of continuous full-time service or one hundred (100) actual days worked whichever is the greater.

Permanent Full-Time Employees

b) Permanent full-time employees are those who have satisfactorily completed their probationary period of employment or who have completed more than ten (10) continuous months

of service as temporary full-time employees.

Temporary Full-Time Employees

- c) i) Temporary full-time employees are those who have been hired to work the regular number of hours in the hiring department but for a specified period of time of ten (10) months or less or as replacements for the employees absent due to illness or injury or leaves of absence under **this** Collective Agreement.

With the exception of employees filling in for employees on maternity leaves and prepaid leaves which do not exceed 12 months, any employee retained for a period of more than ten (10) continuous months **shall** automatically be posted to the permanent staff and shall commence acquiring seniority.

- ii) Temporary full-time employees **will** not have recourse to the grievance or arbitration procedures when their temporary employment is terminated for any reason. Seniority provisions of this Agreement shall not apply, except that in the event an employee in this category is successful in obtaining employment in this bargaining unit, on successful completion of the probationary period specified in article 8.01 A), seniority will be calculated from the date of temporary **hire**.

- iii) Temporary full-time employees' service will be reviewed when decisions with respect to permanent full-time employment are made.
- iv) Temporary full-time employees shall not be entitled to bumping rights.
- v) Temporary full-time employees shall be eligible to participate in the following employee benefit programs only:
 - i) Extended Health Care Plan;
 - ii) Group Life Insurance Plan;
 - iii) Dental Plan as noted in Article 23
 - iv) Sick (personal and family) Leave Plan
 - v) OMERS
 - vi) Temporary full-time employees shall receive vacation pay in lieu of vacation on the basis of four (4) percent of earnings.
 - vii) Temporary full-time employees shall pay union dues in accordance with Article 4.01 of the Collective Agreement
 - viii) Except as noted above, all other aspects of the Collective Agreement apply to employees designated as temporary full-time.

Part-Time Employees

- d) A part-time employee is one who has been

hired to work twenty-four (24) hours or less per week.

- 26.02 Temporary full-time employees and part-time employees shall not be subject to the benefits of this Agreement except as otherwise expressly provided in this Agreement or required by law.

Article 27 - Retirement Age

- 27.01 The retirement age for employees shall be the last day of the month in which employees attain their sixty-fifth (65) birthday.

Article 28 - Salaries/Wages - Car Allowances

- 28.01 Classifications and salary/wage rates as set forth in Appendix "A", which is attached hereto, form a part of this Collective Agreement.

- 28.02 Employees who are continuously absent unpaid for a period in excess of one (1) month (thirty-one calendar days), excluding those on pregnancy or parental leave, shall have their next salary increase, as shown in Appendix "A", postponed by the same period of time.

28.03

- a) Authorized employees who use their personal automobile in the performance of their duties will receive thirty-four (34¢) cents for each authorized kilometre.

- b) Those authorized employees required by the Region to have a personal automobile for the performance of their duties shall receive thirty-four (34) cents for each authorized kilometre.
- Subject to a minimum of seventy-eight (\$78.00) dollars per month provided that if such an employee is off unpaid for any reason for more than thirty-one (31) calendar days, the minimum will not apply during the unpaid period.
- 28.04 Claims will be submitted in kilometres only. Payments will be made upon receipt of monthly travel claims fully completed and approved by the appropriate supervisor for the purposes of the claim form, conversion from miles to kilometres shall be accomplished by using a factor of one mile equals 1.6 kilometres.

Article 29 -Federal and/or Provincial Job Creation Projects, Employment Development Programs, or Other Such Programs

- 29.01 Should the Region participate in any of the Job Creation Programs, Employment Development Programs, or other such programs, the following is agreed to:
- a) No full-time employee shall lose their job, be laid off or have their conditions of employment affected as a result of these programs.
- b) The work to be done, where possible, **will** be over and above normal scheduled **work. For**

further clarity, were it not for the availability of funding, the work assigned to employees hired under **any** of these programs would not otherwise be performed.

- c) Employees hired under any of these programs would be considered as temporary full-time employees under the Collective Agreement.
- d) All necessary personal safety equipment **will** be issued as required, however this does not include uniform and/or clothing, which will not be issued.
- e) Salaries will be in accordance with Appendix "A" note **(a)**.

29.02 **No** job creation programs will be introduced in a department while any employees in the bargaining unit, within the department, are on lay off.

29.03 At least 10 working days prior to an employee commencing a Job Creation Program with the Region, the Human Resources Department shall inform the Union in writing of the name of the employee, the department and location of the placement, the duration **of** the program and the nature of the job duties to be performed.

Article 30 - Workers' Compensation

- 30.01 **An** employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all benefits of this agreement subject to the provisions of Article 23.
- 30.02 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.
- 30.03 The Region agrees to supply the Union with a copy of the Workers' Compensation Boards Form 7.
- 30.04 **In** the event of an employee's absence due to sickness or **injury**, said employees 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.
- 30.05 Where employees are absent and in receipt of Workers' Compensation **payments, the**

Region will make up the difference between **the compensation payments** and their regular salary or wage until such time as their sick leave credits are exhausted and the sick leave credits shall be debited with one (1) hour's pay for each such day of absence on their normal working days.

It is understood that the foregoing is premised on the compensation **payment** coming direct to the Region as is the existing practice. 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 when it is received. 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.

- 30.06 The Region undertakes to notify injured employees when their sick leave credits are **nearing exhaustion** and the Region will inform the Workers' Compensation Board to redirect the compensation **payments** to the employee.

Article 31 - Technological Change

- 31.01 Technological change shall be defined as a change as a result of introduction of equipment, materials or processes different in nature to that previously utilized which negatively affects employment status (**eg. position declared redundant, wage rate goes up or down**) of one or more employees.
- 31.02 When the Region is considering the introduction of technological change the Region shall notify the Union as far as possible in advance of its intentions and plans. At least forty-five (**45**) days in advance of the introduction of the change the Region shall provide the Union with an outline of the change.
- 31.03 The notice and outline in 31.02 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.
- 31.04 The parties shall meet to discuss the following options, for any employee who is negatively affected by technological change as defined in 31.01 above, or who is affected by displacement as a result of technological change:
- a) Placement in a vacant position of equal or lesser classification for which the employee possesses the qualifications, ability and skills.
 - b) Bumping any less senior employee, **provided the employee already possesses the neces-**

sary skills, qualifications, abilities and competence to perform the work available without training other than familiarization of no longer than five (5) working days. Employees shall be allowed to bump to a higher paid classification.

- c) Training, at the Region's expense that can be completed within 140 hours, 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.
- 31.05 No employee shall be hired into the bargaining unit by the Region until all qualified employees affected by the technological change have been considered for the vacancy.

Article 32 - Performance Appraisal

- 32.01 The Performance Development System provides a framework for ongoing communication between employees and their supervisors regarding the employees' job performance and satisfaction. Performance appraisals will be used for employee development purposes only. Performance appraisals shall not be used by the Region to adversely affect the employees promotional opportunities or as the basis of discipline.
- 32.02 Performance appraisals **will** be conducted on a regular predetermined schedule.

The performance appraisal interview is a two-way dialogue that will include an opportunity for the employee to provide feedback to their supervisor on a voluntary basis. **An** employee shall be given at least five (5) working days notice of the performance appraisal meeting.

- 32.03 The criteria used to evaluate an employee's performance in the performance appraisal must reflect the job the employee performs **as** it relates to the departmental goals and values. Where an employee indicates satisfaction with their current position and does not express an interest in future promotion or advancement, these statements or views shall not be construed against the employee in any respect. Such opinions or views of the employee may be subject to change at a future date. An employee's comments on their performance appraisal shall not be the sole factor considered in determining which employees shall be given training opportunities.
- 32.04 The employee shall be given a copy of any performance appraisal before it is placed in their file. The employee shall have the right to respond in writing to the performance appraisal, and such response shall form part of the employee's **file**.

Article 33 - Term of Agreement



33.01 This Agreement shall become effective as of the first day of April, 1996 and shall remain in force until the thirty-first day of December, 1998 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to terminate, revise or amend this Agreement; such notice to be given within the period of ninety (90) calendar days before the expiry date of this Agreement

In witness whereof the parties hereto have executed this Collective Agreement on this 3rd day of December, 1997. At Kitchener, Ontario.

The Canadian Union
of Public Employees,
Local 1883

Mark Charboneau
Committee Member

Pam Myers
Committee Member

Heather Grassick
Committee Member

Jack Byrne
Committee Member

Joan Clarkson
Committee Member

Janice Richards
Committee Member

Sean Keating
Committee Member

The Regional
Municipality of
Waterloo

Ken Seiling
Regional Chair

Ev Stettner
Regional Clerk

Cheryl Lowe
Assistant C.A.O.,
Human Resources

M.L. Mellor
Director, Human Resources
Services

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|-------------------------------|------------|--------------------------|-------------------------|-------------------------------------|-------------------------|-------------------------------------|-------------------------|-------------------------------------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 2 | | | | | | | | |
| Clerk V (Referrals) | R00610 | Start 12 Mth 2 Yrs | 11.81 12.58 13.42 | 21,494.00 22,896.00 24,424.00 | 11.96 12.74 13.59 | 21,767.00 23,187.00 24,734.00 | 12.08 12.87 13.73 | 21,986.00 23,423.00 24,989.00 |
| GRADE 3 | | | | | | | | |
| Clerk IV (Data Entry - HC) | R00650 | Start | 12.24 | 22,277 | 12.39 | 22,550.00 | 12.51 | 22,768.00 |
| Clerk IV (Data Entry - HC) | R00107 | 12 Mth | 13.05 | 23,751 | 13.21 | 24,042.00 | 13.34 | 24,279.00 |
| Clerk IV (Emp Rptg Cntr) | R00662 | 2 Yr | 13.92 | 25,334 | 14.09 | 25,644.00 | 14.23 | 25,899.00 |
| Clerk IV (Emp Rptg Ctr) | R00744 | | | | | | | |
| Clerk IV (Emp Rptg Ctr/Psu) | R00137 | | | | | | | |
| Clerk IV (Receiv. Ver. Rptg) | R00657 | | | | | | | |
| Clerk IV (Receiv. Ver. Rptg) | R00671 | | | | | | | |
| Division Assistant Joblink | R00702 | | | | | | | |
| Clerk IV (Data Entry - Water) | R00617 | | | | | | | |
| GRADE 4 | | | | | | | | |
| GRADE 4 | | | | | | | | |
| Clerk III (A/V Suprt Clerks) | R00096 | Start | 12.74 | 23,187.00 | 12.90 | 23,478.00 | 13.03 | 23,715.00 |
| Clerk III (Acct's Payable) | R00074 | 12 Mth | 13.58 | 24,716.00 | 13.75 | 25,025.00 | 13.89 | 25,280.00 |
| Clerk III (Acct's Payable HC) | R00097 | 2 Yr | 14.48 | 26,354.00 | 14.66 | 26,681.00 | 14.81 | 26,954.00 |
| Clerk III (Admin HC) | R00133 | | | | | | | |
| Clerk III (Admin Finance) | R00098 | | | | | | | |
| Clerk III (Admin Ont Works) | R00734 | | | | | | | |
| Clerk III (Admin Soc Svcs) | R00110 | | | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|---------------------------------|------------|--------|--------------|----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 4 ... Cont. | | | | | | | | |
| Clerk III (Cmb Inc Mtce) | R00078 | Start | 12.74 | 3,187.00 | 2.90 | 23,478.00 | 3.03 | 23,715.00 |
| Clerk III (Clerk's Secretariat) | R00643 | 12 Mth | 13.58 | 4,716.00 | 3.75 | 25,025.00 | 3.89 | 25,280.00 |
| Clerk III (Client Serv Supt) | R00119 | 2 Yr | 14.48 | 6,354.00 | 4.66 | 26,681.00 | 4.81 | 26,954.00 |
| Clerk III (Client Servs) | R00106 | | | | | | | |
| Clerk III (Data Mgt Wtr Svc) | R00715 | | | | | | | |
| Clerk III (Data - Health) | R00108 | | | | | | | |
| Clerk III (Data Library) | R00124 | | | | | | | |
| Clerk III (Dental) | R00111 | | | | | | | |
| Clerk III (Development) | R00113 | | | | | | | |
| Clerk III (Env Enforc Adm'n) | R00094 | | | | | | | |
| Clerk III (Env Enforc Srvc) | R00123 | | | | | | | |
| Clerk III (Facilities Admin) | R00506 | | | | | | | |
| Clerk III (Film Cmb/I.M.) | R00114 | | | | | | | |
| Clerk III (Files - I.M.) | R00115 | | | | | | | |
| Clerk III (Fleet Mtce.) | R00116 | | | | | | | |
| Clerk III (Home Child Care) | R00120 | | | | | | | |
| Clerk III (Income Mtce.) | R00138 | | | | | | | |
| Clerk III (Payroll) | R00692 | | | | | | | |
| Clerk III (Planning) | R00129 | | | | | | | |
| Clerk III (Prgrm Development) | R00612 | | | | | | | |
| Clerk III (Provider Pymts) | R00136 | | | | | | | |
| Clerk III (PSU) | R00505 | | | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|--------------------------------|------------|--------|--------------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 4 ... Cont. | | | | | | | | |
| Clerk III (Purchasing) | R00139 | Start | 12.74 | 23,187.00 | 12.90 | 23,478.00 | 13.03 | 23,715.00 |
| Clerk III (Waste Reduction) | R00130 | 12 Mth | 13.58 | 24,716.00 | 13.75 | 25,025.00 | 13.89 | 25,280.00 |
| Receptionist (Admin Health) | R00342 | 2 Yr | 14.48 | 26,354.00 | 14.66 | 26,681.00 | 14.81 | 26,954.00 |
| Receptionist (Cmb Health) | R00343 | | | | | | | |
| Receptionist (Corporate) | R00346 | | | | | | | |
| Switchboard/Receptionist(HC) | R00347 | | | | | | | |
| GRADE 5 | | | | | | | | |
| Caw Aide II (Cmb Client Srv) | R00053 | Start | 13.29 | 24,188.00 | 13.46 | 24,497.00 | 13.59 | 24,734.00 |
| Case Aide II (Child Care) | R00054 | 12 Mth | 14.18 | 25,808.00 | 14.36 | 26,135.00 | 14.50 | 26,390.00 |
| Caw Aide U (Special Srve) | R00122 | 2 Yr | 15.12 | 27,518.00 | 15.31 | 27,864.00 | 15.46 | 28,137.00 |
| Clerk II (Admin) | R00092 | | | | | | | |
| Clerk II (Clerk's Secretariat) | R00102 | | | | | | | |
| Clerk U (Data - Income Mtee) | R00080 | | | | | | | |
| Clerk II (Facilities Admin) | R00082 | | | | | | | |
| Clerk II (Facilities Ops) | R00083 | | | | | | | |
| Clerk II (Hospital - HC) | R00698 | | | | | | | |
| Clerk II (Intake CSS) | R00699 | | | | | | | |
| Clerk U (JSH) | R00087 | | | | | | | |
| Clerk II (Library) | R00088 | | | | | | | |
| Clerk II (Licensing) | R00125 | | | | | | | |
| Clerk II (Ment Hlth/Pall Care) | R00697 | | | | | | | |
| Clerk II (Payroll) | R00089 | | | | | | | |

| POSITION TITLE | Position | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | | |
|---|----------|--------------|--------|-----------------|--------|-----------------|--------|-----------|
| | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL | |
| GRADE 5 ... Cont. | | | | | | | | |
| Clerk II (Purchasing) | R00071 | Start | 13.29 | 24,188.00 | 13.46 | 24,497.00 | 13.59 | 24,734.00 |
| Clerk II (Wste Mngt - Env) | R00637 | 12 Mth | 14.18 | 25,808.00 | 14.36 | 26,135.00 | 14.50 | 26,390.00 |
| Clerk II (Wste Mngt - Ops) | R00093 | 2 Yr | 15.12 | 27,518.00 | 15.31 | 27,864.00 | 15.46 | 28,137.00 |
| Clerk II (Work Coordinator) | R00628 | | | | | | | |
| Data Systems Technical Asst. | R00714 | | | | | | | |
| Dental Clerk (CINOT/Asst) | R00079 | | | | | | | |
| Division Assistant A | R00701 | | | | | | | |
| Printer II | R00090 | | | | | | | |
| Pgrm Assistant (Infant Dev) | R00086 | | | | | | | |
| Pgrm Assistant (Comm Hlth) | R00646 | | | | | | | |
| Pgrm Assistant (HC) | R00722 | | | | | | | |
| Receptionist (Cmb Inc Mtce) | R00345 | | | | | | | |
| Receptionist (Inc Mtce) | R00349 | | | | | | | |
| NOTE: For jobs regularly scheduled 40 (forty) hours per week, the annual salary shall be calculated by multiplying the regular rate by 2080. | | | | | | | | |
| GRADE 6 | | | | | | | | |
| Asst Technician (Traffic Eng) | R00109 | Start | 13.94 | 25,371.00 | 14.11 | 25,680.00 | 14.25 | 25,935.00 |
| C.I.M.S Operator (Inc Mtce) | R00047 | 12 Mth | 14.86 | 27,045.00 | 15.05 | 27,391.00 | 15.20 | 27,664.00 |
| Case Aide I (Emp Optns) | R00605 | 2 Yr | 15.84 | 28,829.00 | 16.04 | 29,193.00 | 16.20 | 29,484.00 |
| Case Aide I (ERP) | R00055 | | | | | | | |
| Case Aide I (Inc Mtce) | R00051 | | | | | | | |
| Case Aide I (PSU) | R00052 | | | | | | | |
| Clerk I (AA&AS - Finance) | R00068 | | | | | | | |

| POSITION/TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|-------------------------------|------------|--------|--|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 6 ... Coni | | | | | | | | |
| Clerk I (Accts Payable) | R00366 | Start | 13.94 | 25,371.00 | 14.11 | 25,680.00 | 14.25 | 27,035.00 |
| Clerk I (CH&SS - Finance) | R00067 | 12 Mth | 14.86 | 27,045.00 | 15.05 | 27,391.00 | 15.20 | 28,664.00 |
| Clerk I (Corp Svc - Finance) | R00064 | 2 Yr | 15.84 | 28,829.00 | 16.04 | 29,193.00 | 16.20 | 30,484.00 |
| Clerk I (Reg Dev Charges) | R00091 | | | | | | | |
| Clerk I (Trans Ops - Roads) | R00072 | | | | | | | |
| Clerk I (Trans Ops - Traffic) | R00073 | | | | | | | |
| Clerk I (Treasury Svces) | R00069 | | | | | | | |
| Clerk I (Water Operations) | R00095 | | | | | | | |
| Computer Network Asst. | R00631 | | | | | | | |
| Cook (Child Care) | R00157 | | | | | | | |
| Dental Asst II | R00189 | | | | | | | |
| Inspector (Toilet Repl Prgm) | R00690 | | | | | | | |
| Intake Assessment Asst (I.M.) | R00713 | | | | | | | |
| Ntwk Opertr & Vce Comm | R00719 | | | | | | | |
| Office Svces Asst (Airport) | R00707 | | | | | | | |
| Provider Svces I/14(HC) | R00740 | | | | | | | |
| NOTE: | | | For jobs regularly scheduled 40 (forty) hours per week, the annual salary shall be calculated by multiplying the regular rate by 2080. | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|--------------------------------|------------|-------|--------------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 7 | | | | | | | | |
| Budget Asst (Wste Mngt) | R00388 | Start | 14.63 | 26,627.00 | 14.81 | 26,954.00 | 14.96 | 27,227.00 |
| Debt Records Asst | R00367 | 2 Mth | 15.60 | 28,392.00 | 15.80 | 28,756.00 | 15.96 | 29,047.00 |
| Dental Asst (Clinical) | R00188 | Yr | 16.63 | 30,267.00 | 16.84 | 30,649.00 | 17.01 | 30,958.00 |
| Design Tech (Traffic) | R00196 | | | | | | | |
| Designer II (Corp Res) | R00638 | | | | | | | |
| Printer | R00317 | | | | | | | |
| Sr. Clerk (Accts Receivable) | R00066 | | | | | | | |
| Sr. Clerk (Eligibility Review) | R00065 | | | | | | | |
| Sr. Clerk (Payroll) | R00691 | | | | | | | |
| Technician(Water Monitoring) | ROME3 | | | | | | | |
| Technician Library (CH) | R00689 | | | | | | | |
| GRADE 8 | | | | | | | | |
| Budget Asst (I.H.P.) | R00043 | Start | 15.40 | 28,028.00 | 15.59 | 28,374.00 | 15.75 | 28,665.00 |
| Computer Suppt Asst (I.M.) | R00648 | 2 Mth | 16.41 | 29,866.00 | 16.62 | 30,248.00 | 16.79 | 30,558.00 |
| Data Systems Tech (HC) | R00070 | Yr | 17.50 | 31,850.00 | 17.72 | 32,250.00 | 17.90 | 32,578.00 |
| Dental Health Educator | R00191 | | | | | | | |
| G.I.S. Project Asst | R00693 | | | | | | | |
| Health Education Technician | R00688 | | | | | | | |
| Loan Administrator (Joblink) | R00674 | | | | | | | |
| Policy & Procdre Writer (HC) | R00733 | | | | | | | |
| Technician P.C. | R00493 | | | | | | | |
| Trainer (Client Info - HC) | R00730 | | | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|-------------------------------|------------|--------|--------------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 9 | | | | | | | | |
| By-Law Enforc Officer | R00046 | Start | 16.26 | 29,593.00 | 16.46 | 29,957.00 | | |
| Designer I (Corp Resources) | R00197 | 12 Mth | 17.33 | 31,541.00 | 17.55 | 31,941.00 | | |
| Financial Assistant (Airport) | R00706 | 2 Yr | 18.48 | 33,634.00 | 18.71 | 34,052.00 | | 34,398.00 |
| Financial Assistant (CH&SS) | R00235 | | | | | | | |
| Library Aut (B) | R00256 | | | | | | | |
| Programmer (Applics Supp) | R00721 | | | | | | | |
| Programmer (CH&SS System) | R00718 | | | | | | | |
| Survey Tech II (Instruments) | R00473 | | | | | | | |
| Technical Support Asst | R00622 | | | | | | | |
| Technician Cadd | R00485 | | | | | | | |

| POSITION TITLE | Position # | | | | [ANUARY 1, 1997 | | [ANUARY 1, 1998 | |
|-------------------------------|------------|--------|--------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 10 | | | | | | | | |
| Automation Tech(I.M.) | R00696 | Start | 17.26 | 31,413.00 | 17.48 | 31,814.00 | 17.65 | 32,123.00 |
| Buyer | R00045 | 12 Mth | 18.40 | 33,488.00 | 18.63 | 33,907.00 | 18.82 | 34,252.00 |
| Cartographer I | R00048 | 2 Yr | 19.62 | 35,708.00 | 19.87 | 36,163.00 | 20.07 | 36,527.00 |
| Caseworker III (H.C.C.) | R00060 | | | | | | | |
| Child Care Teacher | R00187 | | | | | | | |
| Coord, Village(DHC) | R00177 | | | | | | | |
| Dental Hygienist | R00192 | | | | | | | |
| Design Tech I (D & C) | R00194 | | | | | | | |
| Env Officer II (Industrial) | R00481 | | | | | | | |
| Env officer II (Landfill) | R00627 | | | | | | | |
| Financial Assistant (AA&AS) | R00231 | | | | | | | |
| G.I.S. Analyst | R00017 | | | | | | | |
| Intake Caseworker(I.M.) | R00654 | | | | | | | |
| Programmer (Info Systems) | R00332 | | | | | | | |
| Programmer/Internet Specst | R00717 | | | | | | | |
| Technician I (Biological) | R00484 | | | | | | | |
| Technician I (Inorganics) | R00480 | | | | | | | |
| Technician I (Trace Organics) | R00492 | | | | | | | |
| Technician Hydrogeological | R00688 | | | | | | | |
| TechnologistIII (Facil. Plan) | R00487 | | | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|-------------------------------|------------|-------|--------------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 11 | | | | | | | | |
| Asst Policy Planner | R00181 | Start | 18.35 | 33,397.00 | 18.58 | 33,816.00 | 18.77 | 34,161.00 |
| Caseworker (FBA-D) | R00720 | 12Mth | 19.56 | 35,599.00 | 19.80 | 36,036.00 | 20.00 | 36,400.00 |
| Caseworker II (Child Care EI) | R00059 | 2 Yr | 20.87 | 37,983.00 | 21.13 | 38,457.00 | 21.34 | 38,839.00 |
| Caseworker II (PSU) | R00659 | | | | | | | |
| Coord, Education (DHC) | R00161 | | | | | | | |
| Coord, Education (JSH) | R00162 | | | | | | | |
| Coord, Water Efficiency | R00639 | | | | | | | |
| Cost Accountant | R00233 | | | | | | | |
| Envir Enfrment Officer | R00208 | | | | | | | |
| Financial Asst (Env Serv) | R00232 | | | | | | | |
| Financial Asst (Trsy Srv) | R00234 | | | | | | | |
| Infant Developmt Therapist | R00246 | | | | | | | |
| Library Systems Analyst | R00255 | | | | | | | |
| Printer Lead Hand | R00318 | | | | | | | |
| Programmer (Oracle- I.S.) | R00694 | | | | | | | |
| Project Tech (D & C) | R00687 | | | | | | | |
| Survey Tech II (Party Chief) | R00472 | | | | | | | |
| Technologist II (Biological) | R00668 | | | | | | | |

| POSITION TITLE | Position # | | JUNE 1, 1996 | | JANUARY 1, 1997 | | JANUARY 1, 1998 | |
|-------------------------------|------------|--------|--------------|-----------|-----------------|-----------|-----------------|-----------|
| | | | HOURLY | ANNUAL | HOURLY | ANNUAL | HOURLY | ANNUAL |
| GRADE 13 | | | | | | | | |
| Coord, Waste Reduction | R00180 | Start | 20.98 | 38,184.00 | 21.24 | 38,657.00 | 21.45 | 39,039.00 |
| Employment Coordinator | R00725 | 12 Mth | 22.36 | 40,695.00 | 22.64 | 41,205.00 | 22.87 | 41,623.00 |
| Officer, Environmental Health | R00663 | 2 Yr | 23.84 | 43,389.00 | 24.14 | 43,935.00 | 24.38 | 44,372.00 |
| Officer, Health Promotion | R00307 | | | | | | | |
| Parental Support Worker | R00310 | | | | | | | |
| Sr Caseworker (Dom Hostels) | R00381 | | | | | | | |
| Sr Caseworker (Elig Review) | R00382 | | | | | | | |
| Sr Caseworker (Hostels) | R00385 | | | | | | | |
| Sr Caseworker (Students) | R00386 | | | | | | | |
| GRADE 14 | | | | | | | | |
| Principal Devlpmt Planner | R00315 | Start | 22.51 | 40,968.00 | 22.79 | 41,478.00 | 23.02 | 41,896.00 |
| Principal Policy Planner | R00316 | 12 Mth | 24.00 | 43,680.00 | 24.30 | 44,226.00 | 24.54 | 44,663.00 |
| Public Health Inspector | R00341 | 2 Yr | 25.58 | 46,556.00 | 25.90 | 47,138.00 | 26.16 | 47,611.00 |
| Sr Public Health Inspector | R00400 | | | | | | | |
| GRADE 15 | | | | | | | | |
| Client Services Consultant | R00380 | Start | 23.56 | 42,879.00 | 23.85 | 43,407.00 | 24.09 | 43,844.00 |
| Land Purchasing Officer | R00251 | 12 Mth | 25.13 | 45,737.00 | 25.44 | 46,301.00 | 25.69 | 46,756.00 |
| Social Worker (HC) | R00379 | 2 Yr | 26.79 | 48,758.00 | 27.12 | 49,358.00 | 27.39 | 49,850.00 |

Special Notes

1. Employees with Previous Service with the Region
Where employees with previous service with the Region are rehired into the same or similar classification as their previous classification with the Region, and the break in service from when they are returning is less than two (2) years and the employee was employed with the Region in the same or similar classification in excess of *two* (2) years, the Region shall start the employee at the one year rate in the salary progression.
2. Employees hired under Job Creation Programs, Employment Development Programs, or other such programs:
 - a) These employees will receive ten (10%) per cent less than the start rate for the classifications they are hired into or assigned.
 - b) These employees will not progress through the range beyond the start rate.
 - c) They will **work** the normal hours of the job they are hired into or assigned.

APPENDIX "B"



UNIFORM ORDER FORM

Name: _____
 Job Title: _____
 Division: _____ Acct # _____
 Employee #: _____ Issue Year: _____

| | STYLE | DESCRIPTION | POINT VALUE | SIZE | QTY | TOTAL POINTS |
|---|---------------------|--|-------------|------|-----|--------------|
| PANTS | 10010-60 | 65/35 Men's Pant (Navy) Waist 28-56 Inseam unfinished | | | | |
| | 10120-60 | Men's Cotton Pant (Navy) Waist 28-48 Inseam unfinished | | | | |
| | 14090-60 | Men's Jean Style Pant (Navy) (28-44) | | | | |
| | 18240-60 | Ladies Pant (Navy) Waist 24-38 Inseam unfinished | | | | |
| | 10684-60 | 65/35 Men's/Ladies shorts (Navy) Sizes 28-44 Inseam 8" | | | | |
| SHIRTS L.S. Long Sleeved S.S. Short Sleeved | 20080-61 | 65/35 Poplin L.S. Shirt (Ll. Bl.) Sizes S-3XL | | | | |
| | 20082-61 | 65/35 Pop'in S.S. Shirt (Ll. Bl.) Sizes S-3XL | | | | |
| | 20120-60 | 100% Cotton L.S. (Navy) Sizes S-3XL | | | | |
| | 20122-60 | 100% Cotton S.S. Shirt (Navy) | | | | |
| | 23490-61 | Oxford 60/40 L.S. Shirt (Ll. Bl.) Sizes S-3XL | | | | |
| | 25492-61 | Oxford 60/40 S.S. Shirt (Ll. Bl.) Sizes S-3XL | | | | |
| | 23102-60 | Pocket T-Shirt Cotton (Navy) Sizes S-3XL | | | | |
| PARKAS | | Orange Safety T-shirt | | | | |
| | 35290-60 | Navy Commander Parka Sizes S-3XL | | | | |
| | | Safety Orange Parka | | | | |
| JACKETS | 31017-60 | Twil Lined Jacket (Navy) Sizes S-3XL | | | | |
| | 30010-60 | Twil Unlined Jacket (Navy) Sizes S-3XL | | | | |
| | | Safety Orange (Hydro Style) | | | | |
| ALTERNATE SELECTIONS | 23400-60 | Sweatshirt (Navy) Sizes S-3XL | | | | |
| | 23520-60 | Hooded Sweatshirt (Navy) Sizes S-3XL | | | | |
| | 23142-60 | Golf Shirt (Navy) Sizes S-3XL | | | | |
| | 78290-60 | Insulated Vest (Navy) Sizes S-3XL | | | | |
| | 34290-60 | Bomber Style Parka (Navy) Sizes S-3XL | | | | |
| | 96413-60 | Solid Back Blue Ball Cap | | | | |
| | | Solid Back Orange Ball Cap | | | | |
| | Orange Winter Togue | | | | | |

Total Points Allowed: _____ Point value relates to dollar value
 I authorize the ordering of the items listed above. Grand Total Points

Employee Signature: _____ Supervisors Signature: _____
 Date: _____ Date: _____

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883

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 1883, subject to such modifications and/or amendments as detailed herein, which are required to obtain conformity with the requirements of Revenue Canada (Taxation) regulations, in particular Part LXVIII as amended.

The Policy modifications are deemed to be as follows:

1. The arrangement is not established to provide benefits to the employee on or after retirement, but is established for the main purpose of permitting the employee to fund, through salary or wage deferrals, a leave of absence from employment of not less than 6 consecutive months that is to commence immediately after a period ("the deferral period") not exceeding 6 years after the date on which the deferrals for the leave of absence commence.
2. The amount in respect of interest or other additional amounts that may reasonably be consid-

ered to have accrued to or for the benefits 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 be employed elsewhere **unless they have prior written permission from the Assistant C.A.O./Human Resources to take other employment.**
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 leave in accordance with the full salary paid 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 Systems pension contributions deductions and establishment of "accredited services" the employee shall be required to contribute based on the total of contributory earnings in any pay period and that during the time of absence, the employee is deemed to be on an authorized leave of absence which the member could purchase as "broken service" in accordance with Section 10 of 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.

**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 five (5) years of continuous full-time service prior to commencement of the leave. 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 only apply for one of the following authorized leave plans:

- i) Deferral of normal salary/wages over a two (2) year period for a six (6) month leave;
- ii) Deferral of normal salary/wages over a four (4) year period for twelve (12) month leave.

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

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

3. Funding Deposits and Interests

- i) Deferred funds will be deposited into an interest bearing account in the bank normally used by the Region, and the Region will maintain a record of funds and interest for each individual employee approved for prepaid leave.
- ii) The total amount of accumulated salary/wage deferral funds will be paid to the employee in thirteen (13) or twenty-six (26) bi-weekly payments as appropriate for the approved period of the leave. In keeping with federal regulations the amount in respect of interest that may reasonably be

considered to have accrued to or for employees to the end of the taxation year, shall be paid in the taxation year to employees.

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

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

- iv) Any cost of living increase, anniversary increase or any other type of permanent increase given to the employee during the deferral period, **will** be included for computation of the 20% amount to be deferred. Conversely, any decrease in salary/wages (eg. employee 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 application form PF36, and give to their Department Head at least **six (6)** full months prior to the **start** date of the salary deferral.
- ii) If Department Head approving, form PF36

will then go to the Assistant CAO, Human Resources, Chief Administrative Officer and A&F Committee in that order, for their approval.

- iii) 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 form PF36 when applying for the leave, if they wish benefits to be continued, and payment arrangements (see Footnote) suitable to the Human Resources Department must be made prior to the commencement of the leave, or else all benefits will be immediately cancelled and the employee would have to make application for benefits in the usual manner and subject to our carrier's regulations, immediately upon returning to duties following cessation of the leave period.

- Major Medical

- Dental Plan

- * - Life Insurance & AD&D

- * - Long Term Disability (LTD) (however, should

an employee become 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.

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 suitable 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 **logical** conclusion.
- ii) Should the employee terminate employment, retire, etc. during the leave, normal **termination/retirement** procedures will be followed, and any accrued funds remaining will be given to the employee in a lump **sum**.
- iii) Should death occur to the employee during the period of prepaid leaves of absence, employees cannot receive any salary or

wage from the Region "or from any other person or partnership with whom the Region does not deal at arm's length," other than the amounts of salary or wage that was deferred.

The Region will ensure compliance with the foregoing.

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

- i) Seniority will not accumulate, but will remain at the level attained at the start of the leave.
- ii) Union dues will be based on the full salary earned prior to the leave commencing, and will not be deducted from payments made to the employee during the period on leave.
- iii) Vacation level earned will remain at the level attained at the start of the leave; i.e. the period on leave will not be included in calculating vacation eligibility.
- iv) Vacation earned but not taken at the commencement of the leave period, will be paid out at the start of the leave, and based on the regular salary level.
- v) Employees who are not at the top of their salary range, will not be able to use the leave period for calculating upward movement in their range, i.e. the leave period is lost.

- vi) **An** employee's total of sick leave credits will remain at the total earned at the start of the leave **and** will not accumulate during the leave period.
- vii) Employees on leave will not be able to obtain any monetary withdrawal from their sick leave credits should they be ill or otherwise incapacitated during the leave period.
- viii) Should an employee become pregnant, such that a maternity leave as provided in the appropriate Collective Agreement or personnel policy, would go beyond the scheduled date to return from the prepaid leave, it is up to the employee to apply for a period of maternity leave that covers the period left remaining of the maternity leave (i.e. the period between the normal return to duty date from prepaid leave, and the end of the maternity leave).
- ix) Should an employee become ill during the period on prepaid leave, such that the employee cannot return to duty on the scheduled return date, it is up to the employee to get appropriate medical certification to their supervisor within three (3) working days of their scheduled return date, or else the "termination if absent from work without an acceptable reason" clause in the appropriate Collective Agreement or personnel policy, will apply.

9. Return to Duties

- i) Federal regulations require that employees must return to regular employment with the Region after the leave of absence has ended, for a period that is not less than the period of the leave of absence. Therefore, employees who request approval for a six (6) month or twelve (12) month prepaid leave, must agree to return to employment at the end of the 6 or 12 month period, for at least the same period of time.
- ii) Upon return to duty following completion of the leave, an employee will go back to the same position they held at the start of the leave.

No other employee who is absent on a prepaid leave shall have their position made redundant or subject to layoff while that employee remains on prepaid voluntary leave.

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), Employment Insurance,

Workers' Compensation, etc. The responsibility lies solely with the employee.

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

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

iv) Workers' Compensation will not apply **during** the leave.

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

Signed at Kitchener, Ontario this 3rd day of February, 1997.

LETTER OF UNDERSTANDING

- between -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883**

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

Re: Article 9.07 b) - Changed Job vs. New Job

During the course of negotiations the parties discussed the issue of Changed Job vs. New Job and set out the following criteria:

- 1. A change of more than 80% to the core duties and responsibilities of the job, in conjunction with a change to education and experience, is a new job.**

Changes to the requirements of education, experience or specialized **training**; **the** transfer of duties in or out of a job; or a new job description, do not result in a new job unless the conditions in item #1 are met.

2. The determination of whether a job is changed job or a new job will be based **on** the actual duties and responsibilities being performed in the job, in accordance with item #1 above.
3. Title change alone is neither a changed job or a new job.
4. The transfer of a job from one department to another will not be considered a new job, unless the conditions in item #1 are met.
5. A change in workload or location, in the absence of any other change, shall not be a relevant factor in determining whether the job is a changed job or a new job, except **as** provided for the in the Job Evaluation/Pay Equity Plan.

Signed at Kitchener, Ontario this **8th** day of **January, 1997**.

LETTER OF UNDERSTANDING

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883**

and

THE REGIONAL MUNICIPALITY OF WATERLOO

Part 1

Part 1 of this letter outlines the expectations for Union Leave for the CUPE Local 1883 President.

1. During normal working hours the President is expected to:
 - a) Not make out-going union calls.
 - b) Refer in-coming calls to the union phone number and office hours.
 - c) Not conduct union meetings without prior approval.
 - d) Not process union paper work.
 - e) Endeavour to schedule union meetings outside the normal working hours.
2. During union leave hours the President is expected to:
 - a) Conduct any union business as the local sees fit.
 - b) Return phone calls.
 - c) Meet with employees provided employees

- have permission to be away from the workplace.
3. The Union *agrees* to inform **the** membership of the Union phone number and hours that the President **is** available.
 4. Exceptions may be permitted with prior consultation.

Part 2

1. The Region will provide the Union with access to E-mail/fax/voice mail applications **to** conduct labour relations business. The Union and the Region will meet to discuss the feasibility of the Union using E-mail to communicate with the membership.
2. **Both parties** agree to undertake to provide their officials with joint training on the Collective Agreement.
3. Following union elections, the parties will undertake to jointly advise the supervisors of union officials of the scope and nature of their union activities, and their legitimate and necessary impact **on** the workplace.
4. The Region will undertake **to** provide appropriate coverage for executive members while away from their normal duties on union business.

5. **The Region will provide the Union with access, as required to a private meeting room and telephone at Regina Street and 150 Frederick Street.**

Signed at Kitchener, Ontario this 6th day of November, 1996.

LETTER OF UNDERSTANDING
between
THE **CANADIAN UNION OF PUBLIC EMPLOYEES,**
LOCAL 1883
and
THE REGIONAL **MUNICIPALITY OF WATERLOO**

During the course of negotiations the Region and the Union discussed several health and safety issues and agreed to the following:

1. The number of CUPE Local 1883 representatives on the Joint Health and Safety **Committee** will be jointly agreed upon by the parties. They are **as** follows:
Main Street - Cambridge - 3 representatives - reduce to 2 when next vacancy occurs.
Regina Street - 3 representatives.
Administration - 4 representatives.
Landfill - 2 representatives.
Laboratory - 4 representatives.
2. The CUPE Local 1883 Committee representa-

tives will meet minimum competency standards as set out in the Occupational Health and Safety Act, The parties reaffirmed the commitment to continue education workshops for CUPE Local 1883 committee members from a variety of training sources.

3. The Region will seek to have each Joint Health & Safety Committee within the jurisdiction of 1883 develop terms of reference.
4. The Region will seek to facilitate the exchange of minutes of meetings between the Joint Health & Safety Committees and the Health and Safety representatives in locations without committees.
5. The Region will seek the co-operation of all unions in order to form a Core Health and Safety Committee. The purpose of the Committee is to exchange health and safety information and create articles that can be incorporated into the Region News. These articles might include information on the Committee initiatives, the Region's health and safety record or provide a focus on a specific aspect of health and safety in each issue. 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 & Safety Committee throughout the Region.

Signed at Kitchener, Ontario this 3rd day of February, 1997.

LETTER OF UNDERSTANDING

between
THE **CANADIAN** UNION OF PUBLIC EMPLOYEES,
LOCAL **1883**
and
THE REGIONAL MUNICIPALITY OF WATERLOO

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 to 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 & Safety Act and Regulations for Industrial Establishments" that is in force **as** of the date of signing of 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.

Signed at Kitchener, Ontario this 3rd **day** of February, 1997.

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883

The parties recognize that the Ontario government is considering changes to the Workers' Compensation Act and the manner in which the Act is administered.

In the event that any of the proposed amendments are passed in the Legislature, the parties will meet within thirty (30) days to discuss the impact of such amendments on employees.

In any event, should the rate of compensation benefits be reduced, the employee shall continue to receive full pay from the Region, subject to the provisions of Article 30.05. 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%) percent of net pay.

Signed at Kitchener, Ontario this 10th day of March, 1997.

LETTER OF UNDERSTANDING
· between ·
THE REGIONAL MUNICIPALITY OF WATERLOO
· and ·
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883

The signatures affixed to this Letter of Understanding, constitute understanding and acceptance of the following conditions respecting the implementation and maintenance of a Job Sharing Program.

1. All job sharers **will** be treated as permanent full-time employees and their employment will be governed by the Collective Agreement as applicable except as provided by specific variations set forth in this Letter of Understanding (see paragraph 8).
2. Job sharing positions may be considered by the parties when interest is expressed by employees or management. The approval of a Job Sharing arrangement **will** be at the discretion of either of the parties to this Letter of Understanding. A request initiated by employees shall identify those employees who will be paired to share the position. Seniority will not apply when the initial pairing is made.
3. Subject to Management's discretion of approval in paragraph two above, the schedules and time worked by each of the employees **will** be negotiated by management and job sharers

based on staffing and operational needs. When a replacement is required, the original schedule **will** be maintained unless a change is agreed to by all parties.

4. a) If a vacancy does not exist in a classification agreed upon by the parties to be job shared, the parties may discuss the option of an individual employee or two employees relinquishing their rights to their full-time position and transferring to a job sharing position. If a job sharing position is created, the posting arrangement in paragraph 7 shall occur upon a subsequent vacancy occurring in the shared position.
- b) Preference will be given to employees with at least one year of service in the department.
5. **Work assignments will** be determined solely by management of the specific program.
6. Where a job sharer is replaced temporarily for a period not exceeding eight (8) months, such temporary replacements will not become job sharers but will remain as part-time employees. If a full-time employee has submitted a timely request for an opportunity of working as a replacement for a Job Sharer on leave of absence, the Employer will consider such request so that an existing employee can try Job Sharing. If the full-time employee is accepted to temporarily replace the Job Sharer, the full-time employee will be replaced temporarily

and she will be returned to the full-time position upon the return of the Job Sharer at the end of the leave.

7. a) If one of the job sharers permanently leaves the arrangement, the remaining job sharer will be given the option of reverting to a full-time employee in the previously job shared position, or remaining as a job sharer and the resulting job sharing vacancy will be posted. If there is not a successful applicant to the job sharing position must revert to a full time position. The remaining job sharer will again be given the option of continuing full-time in the previously job shared position, the job shared position. Otherwise, the full-time position must be posted in accordance with the terms of the Collective Agreement.
 - b) There is no requirement for one job sharer to replace the other during vacation, illness, or other absences, or for them to arrange for coverage for their position during such absences. However, both parties realize the benefit of having the job sharers cover each other's absences and therefore replacing each other for absences is an option available with the agreement of the individuals and their supervisor.
8. The Collective Agreement applies as written to the job sharers with the following exceptions:

Article 2 - Recognition

Job sharers are recognized as part of the 1883 bargaining unit. They are differentiated from persons regularly employed not more than twenty-four (24) hours per week as they are sharing a full-time position.

Article 4 - Check off Union Dues

Monthly union dues will be deducted from each Job Sharer and such dues **will** be based on individual earnings.

Article 8 - Seniority

- 8.01 a) If an employee is hired externally to participate in the job sharing program, the probationary period shall consist of one hundred (100) actual days worked (or the equivalent).

Job sharers seniority will accrue on a prorated basis from their start date as a job sharer.

- 8.02 The seniority accrued by job sharers **will** be maintained on the seniority lists of permanent full-time employees.

- 8.03 c) After first sentence insert:

For job sharing positions posted as required by paragraph seven of this Letter of Understanding, seniority will apply as above with the following conditions; management **will** have the right to select a less senior employee based on compatibility factors, such as scheduling availability, suitability of working with the other job

sharer, and such other related factors which apply to the requirements of the job.

- 8.06 e) The “three (3) working days” shall mean “three (3) scheduled working days” for job sharers.

Article 9 - Job Vacancies

Job sharers have the opportunity to apply for postings as set out in the Collective Agreement as they have the same status as regular full-time employees.

Article 12 - Grievance Procedure

Grievances will be considered as individual grievances, unless the alleged incident applies uniformly to both job sharers.

Article 15 - Specified Holidays

Each job sharer who has completed the equivalent of thirty (30) calendar days or more of continuous service, is entitled to eight (paid) specified holidays regardless of the day on which the holiday occurs as specified in the Employment Standards Act.

Article 16 - Vacation

Each job sharer will receive a vacation period based on vacation time earned. The amount of vacation pay at the time vacation is taken shall equal the pay for the Job Sharer's normal weekly or bi-weekly pay. (ie. A Job Sharer's normal weekly or bi-weekly **work** period shall have two and one-half days per week of eligible paid vacation).

Article 17 - Leave of Absence

Jury Duty -Job Sharers shall **be** granted leave with regular pay to serve as a juror for their scheduled days of work but not more than the scheduled hours of work on those days.

Bereavement Leave - consecutive days leave of absence with pay will only apply if the job sharer **is** scheduled to work during the period defined.

Maternity or Adoption Leave -Job Sharers shall accumulate prorated seniority while on leave.

Eligibility will **be** determined in accordance with Regional policies. The vacancy will be filled by a part-time employee. On return to work the job sharer shall be returned to the job sharer's former job sharing position.

Personal Leave - the vacancy resulting from any leave approved shall be filled by a part-time employee.

Article 18 - Hours of Work. Schedules, Breaks and Reporting

The pair of job sharers combined will be scheduled to work thirty-five (35) hours per week or forty (40) hours per week depending on the normal hours of work defined for the shared position.

Article 19 - Premium Pay and Allowances

Overtime -Authorized overtime will only be paid when a job sharer works in excess of seven (7) hours a day, thirty-five (35) hours a week or in excess of

eight (8) hours a day, forty (40) hours a week, and will be paid to the participant actually working the over-time hours.

Meal Allowance - Only one job sharer will receive the meal allowance, and it will be the one whose extra hours created the eligibility for the meal allowance.

Article 20 - Absence from Work

20.02 (a) Three (3) consecutive working days shall mean three (3) consecutive scheduled working days for job sharers.

Article 26 - Definitions of Employees

Add new definition of employee.

Job Sharers - Job sharers are permanent employees who share a full-time position. Their rights are met as set out under this Letter of Understanding and the existing Collective Agreement.

Article 28 - Salaries/Wages - Car Allowance

28.03 Each job sharer shall receive the negotiated rate of cents per kilometre, or the prorated portion of the existing negotiated minimum monthly guarantee if required by the Region to have an automobile for performance of their duties.

Each job sharer will be paid in accordance with the hourly rate listed in Appendix A. (Adjusted for statutory holiday pay). The one and two

year rates will apply after a job sharer works the equivalent of a full-time working year for each rate respectively.

Article 23 - Health and Welfare Benefits

Sick Leave The accumulation of sick leave for job sharers **shall be prorated according to the proportion of the full-time job the job sharer works** and on the basis that a full-time employee accumulates one and one-half (1.5) days of sick leave for each continuous month of service. A job sharer's sick bank shall be debited one hour for every hour off sick.

Employee Benefit Program

Job Sharers shall participate in the following employee benefit programs:

- i) Extended Health Care
- ii) Dental Plan *as* noted in Article 23.04
- iii) Group Term Life and AD&D Insurance
- iv) Sick (Personal and **Family**) Leave Plan
- v) Ontario Municipal Employees' Retirement System

The employee **will** pay the proportionate cost of the assessed average monthly billing for i) Extended Health Care and ii) Dental Plan. The proportionate cost will be based on the normal weekly hours of work and the total normal weekly hours not worked by each Job Sharer.

The **insured** amount for iii) **Group Term Life and**

AD&D shall be calculated on each Job Sharers annualized base earnings and the premium cost shall be paid by the Region.

This part, on Benefit Programs, shall apply to all Job Sharers placed in shared positions after the date of this Letter of Understanding. Those Job Sharer's placed in shared positions prior to the date of this letter, may choose the benefits above or to be paid a percentage in lieu, except they must be in the Sick Leave Plan and the Ontario Municipal Employee's Retirement System. The percentage in lieu amount shall be seven (7%) percent of base wages (13% reduced by the employer's 6% OMERS contribution).

Signed at Kitchener, Ontario this 4th day of February, 1997.

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883**

Subject: Transfer of Airport jobs to CUPE Local 1883

The signatures **affixed** to this Letter **of** Understanding constitute acceptance of the following:

1. The existing incumbents in the classification of Financial Assistant (Airport) and the clerical position

(classification to be determined) shall be placed in the CUPE Local 1883 bargaining unit. The transfer of these two airport positions and incumbents **shall** be effective the date that the provincial legislation (~~Bill~~ Pr-38) is passed.

2. The following terms and conditions will apply:
 - a) **In** accordance with article 8.08 of the Local 1883 Collective Agreement, the employees will be placed on the seniority list in chronological order, based on their length of service with the Airport.
 - b) The applicable job classification will be placed at the appropriate grade in Appendix "A", in accordance with the CUPE Local 1883 Job Evaluation Plan, and **will** be subject to the normal maintenance procedures as outlined in the Plan.
 - c) The employees salary will be red circled (frozen) at their existing rate, until the ~~rate~~ of pay for their respective classification catches up to their existing rate of pay.
 - d) The employees ~~will~~ be covered by all **of** the terms and conditions of the Local 1883 Collective Agreement.
3. When the above-mentioned legislation is passed, the Region will remit to the union an amount equal to the union dues which would have been paid if these positions had been incorporated into the bargaining unit on March 31, 1995.

Signed at Kitchener, Ontario this 1st day of November, 1997.

LETTER OF AGREEMENT

- between -

CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Temporary Full-Time Employees Employed
Through SEEP Funding

This is to confirm the agreement of the parties that employees hired through funding provided by SEEP, will remain temporary full-time employees for a twelve (12) month period, or such longer period as provided for through the funding formula under the program.

Either party reserves the right to revoke this agreement upon 60 days written notice.

Signed at Kitchener, Ontario this 4th day of February, 1997.

LETTER OF UNDERSTANDING
between
THE REGIONAL MUNICIPALITY OF WATERLOO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883

Temporary Vacancies, Posting Selection — Provisional Article

In order to address the Union's concerns regarding providing a more equitable procedure for the selection of applicants for temporary vacancies, and the Region's desire to streamline the administration of this Article, the parties have agreed to the following provisions. This Letter of Understanding and these provisions shall replace articles 9.03 a) for a term of one (1) year from the date of mutual ratification of the Memorandum of Settlement - 1996 Negotiations.

- 1) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leaves of absence and temporary transfer that are anticipated to be of a *three* (3) month duration or more shall be posted bargaining unit wide as set out below. Temporary vacancies of less than *three* (3) months duration may be posted at the discretion of the Region.

- 2) The Region will post for three (3) working days a notice of a new or vacation temporary position showing the department and **type** of position, any required knowledge and/or educations, qualifications, ability and skills, shift, wage rate, and whether an automobile is required, and the **initial** location of the temporary vacancy in order that employees may have the opportunity of **being** selected for such positions.
- 3) Preference for application for a temporary vacancy shall be given to permanent employees subject to paragraph #2 above. Should there be no full-time applicants for the temporary vacancy, then other applicants may be considered.
- 4) A written application shall be delivered to the Human Resources Division on or before the date specified on the posting. Only the senior qualified applicant will be interviewed. Supervisors and/or interviewers will not be advised of other applicants **until** the application of the senior applicant **has** been processed. The interview shall be conducted to review the employee's application and to **confirm** that they have the necessary skills and ability to **perform** the work **as** required. **The** interview process shall not include **any** tests. The senior qualified applicant with the skills and ability, shall be selected

for the temporary vacancy.

- 5) Any subsequent temporary vacancies up to a maximum of **two** (2), that are created by the above selection shall be posted and filled in the same manner **as** set out in 4) above. **Any** additional vacancies to those above, shall be filled at the discretion of the Region.
- 6) An employee shall not be permitted to fill more than **two** (2) temporary vacancies in a twelve (12) month period.
- 7) In the event that **an** applicant with seniority is found to be not qualified, the employee shall be advised in writing by the Director, Human Resources Services **of** the specific reasons why they did not meet the qualifications of the temporary position. If the employee is not satisfied with this decision, the employee may have recourse **to** the Dispute Resolution Procedure **as** set out below.
- 8) Dispute Resolution Procedures:
In the event that there is a dispute **sur-**rounding the employee's qualifications for the temporary vacancy, the employee shall file their objection in the form of a letter or memo within three (3) **working** days of being advised of the employer's decision. Within three (3) days of receiving the employee's objection a meeting

shall be convened consisting of a Human Resources Representative, a Union Representative and the employee. The **two** (2) representatives shall receive any verbal or written submissions of the employee **with** respect to the reasons they **should** have been selected, including any information relating to their qualifications for the **temporary** position. The **two** (2) representatives **shall** attempt to reach mutual agreement to resolve the dispute.

Should the Region and Union representatives not be able to resolve the dispute, the dispute shall be referred to a mutually agreed third party Mediator. The Parties **will** share the expense of the Mediator.

The employee **who has been** denied a temporary vacancy shall be required to use the Dispute Resolution Procedure and **shall** not have access to the grievance procedure.

- 9) This Letter of Understanding **shall** become effective the date of mutual ratification of the Memorandum of Settlement and shall remain in effect for a one year ~~trial~~ **period**. **This** Letter of Understanding may be extended by **mutual** agreement of the parties. The parties shall meet six (6) months after mutual ratification.

Signed at Kitchener, Ontario this 5th day of February, 1996.

LETTER OF UNDERSTANDING
between
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883
and
THE REGIONAL MUNICIPALITY OF WATERLOO

Synopsis of Discussions Re: Layoff/Bumping Committee

Proposed Process:

Step 1: Council **has** approved that a position within CUPE **Local** 1883 is to be eliminated.

Step 2: **VEO** is offered **as** per the agreement.

Step 3: A meeting is arranged with **an** incumbent, Union and a **Human** Resources representative within 2 days. The purpose of the meeting is to review the person's resume/skills who may be facing potential **layoff** in conjunction with job descriptions of less senior people. Person **has** an idea of reasonable bump choices.

Step 4: **VEO** is declined.

Step 5: If person chooses bumping option:

- a) Human Resources will meet with the supervisor **to** determine **skills/requirements** and **main duties** of position **the**

person wishes to bump *into*.

- b) Joint committee of 2 Union and 2 Human Resource representatives create an assessment tool.
- c) Person has assessment interview with joint committee.
- d) Joint committee decides if person **has** the skills/requirements to perform the main **duties** of the position.

Step 6: The person **gets** the position, or; The person doesn't get the position, look at a second bump choice and repeat step 5.

Step 7: If there is no agreement amongst the joint committee then the person **has** the right to the grievance procedure.

A form which will be used in Step 3 above to be designed/drafted jointly.

This letter of Understanding shall become effective the date of mutual ratification of the Memorandum of Settlement and shall remain in effect for a one year **trial** period. **The** Letter of Understanding may be extended by mutual agreement of the parties. The parties shall meet six (6) months after mutual ratification to conduct an experience review.

Signed at Kitchener, Ontario this **5th** day of February, 1997.

LETTER OF UNDERSTANDING
between
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883
and
THE REGIONAL MUNICIPALITY OF WATERLOO

The parties mutually agree to institute an "Earned Vacation Time" program **as** follows:

1. Employees may, with the approval of the supervisor, which shall not be unreasonably withheld, elect to work in excess of their regular **working** hours to a maximum of **sixty** (60) minutes per day, which may include their regular lunch period (so long as the employee retains a minimum thirty **(30)** minute lunch period), in order to acquire more vacation time.
2. Once ~~thirty five~~ **(35)** hours **has** been accumulated, this time shall be used **as** vacation time within the year of accumulation. This banked vacation time will be taken by the employee when mutually **agreed** upon. Earned vacation will be granted at a time suitable to the wishes of both the employer and employee and will not be unreasonably withheld by the **supervisor**.

3. This Letter of Understanding shall become effective the date of mutual ratification of the Memorandum of settlement and shall remain in effect for a one year trial period. This Letter of Understanding may be extended by mutual agreement of the parties.
4. This is not to be confused with Article 19.01 (Overtime).

Signed at Kitchener, Ontario **this** 16th day of February, 1997.

LETTER OF UNDERSTANDING

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883

and

THE REGIONAL MUNICIPALITY OF WATERLOO

Whereas the parties have signed on February 6, 1997, a letter of understanding with respect to Earned Vacation Time, the parties agree to amend paragraph 2 as follows:

A maximum of thirty five (35) hours can be accumulated. Lesser amounts of earned vacation time may be accumulat-

ed. This time shall be used as vacation time within the year of accumulation. This banked vacation time will be taken by the employee when mutually agreed upon. Earned vacation time may be taken in a 35 hour block, or in lesser amounts as mutually agreed upon. Earned vacation will be granted at a time suitable to the wishes of both the employer and the employee and will not be unreasonably withheld by the supervisor.

“Thirty five (35) hours” will be understood to mean 40 hours where an employee works a 40 hour week on regular basis.

In addition, the parties agree:

That the timing of the trial will be May 21, 1997 to May 20, 1998.

Signed at Kitchener, Ontario this 15th day of May, 1997.

LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1883**

Re: Implementation of Method of Determining
Seniority for Employees with Same
Length of Seniority

During the course of negotiation the parties discussed the difficulties of determining the relative seniority of multiple employees who shared the same length of seniority by means of a coin toss. In order to make the determination of relative seniority among employees with the same seniority date or equal length of seniority easier to determine and clear to employees, the parties have agreed **as** follows:

All current permanent full-time employees on the CUPE 1883 seniority list shall be assigned a randomly generated number. They shall be advised of their RGN and it shall be recorded in their employee file in Human Resources and on the seniority list.

The union will be given a copy of the computer program prior to the process commencing.

The union shall be present during the initial process.

Also see Article 8.04 in the Collective Agreement ~~for~~ further clarification.

Signed at Kitchener, Ontario this 4th day of February, 1997.

LETTER OF UNDERSTANDING
between
THE CANADIAN UNION OF PUBLIC EMPLOYEES
and
THE REGIONAL MUNICIPALITY OF WATERLOO

The parties recognize that the Region of Waterloo's "OntarioWorks Business Plan" or its successor or similar plan ~~will~~ not be used to displace ~~or~~ replace any paid work ~~of~~ full-time employees, part-time employees, ~~or~~ students ~~or~~ volunteers, if any. The Region agrees that "OntarioWorks" clients/placements shall not be placed into any position that is covered in whole or in part by Article 2.01 or any position that has been vacated by retirement, resignation, promotion, technological or organizational change, layoff or by acceptance ~~of~~ a V.E.O. unless the position has been vacant for more than 3 years.

Signed at Kitchener, Ontario this 10th day of March, 1997.

LETTER OF UNDERSTANDING
between
THE **CANADIAN** UNION OF PUBLIC EMPLOYEES
and
THE REGIONAL MUNICIPALITY OF WATERLOO

The parties to the Collective Agreement hereby agree to a system of flexible hours of work as set out herein, provided no disruption to normal service required by the Region is thereby created.

It is understood that different employee groups or occupational groups may have different work requirements and the application of flextime may vary within the Region's employment.

1. The core hours of work, exclusive of lunch break, shall be between 9:00 a.m. and 3:00 p.m. and employees shall ensure that these hours are part of each work day.
2. All employees shall work the regular seven (7) hours per day and 35 hours per week, or eight hours per day and 40 hours per week for those so designated in Schedule "A" of the Collective Agreement. Overtime shall be those hours worked beyond the seven (7) or eight hours in a day or 35 or 40 hours in the week as the case may be.
3. A request for hours of work other than normal business hours (8:30 a.m. to 4:30 p.m.) shall be

made in writing by the employee to his/her immediate supervisor, who shall give his/her reply to the employee on the form within a reasonable period of time and reasons for the decision as may be required including any possible alternative to flex hours requested.

Any subsequent request from **an** employee to change hours of work shall be submitted on the form at least five days before the change is desired, whenever possible. Request for change can be for several reasons ie:

- a one day change for an appointment for medical or, personal reason
- a need to work part of the week at normal business hours and part flex for family reasons
- a seasonal timetable influenced by hours of daylight

If the immediate supervisor subsequently determines that an approved flextime arrangement is not satisfactory, the immediate supervisor may initiate a change in the hours of work of the employee(s) affected. In such circumstances and on not less than one weeks notice, the employee(s) will revert to normal business hours of work or to such other flexed hours that the employee(s) may agree.

4. Employees will have the option of including in their flex hours an alternative lunch period to the normal one hour so that the said break will last no more than 1 1/2 hours, (in 1/4 hour

increments wherever possible) except as provided herein. The lunch break must be at least 1/2 hour in length and must be taken after no more than five hours of work as required by the Employment Standards Act. The lunch break may be taken between 11:00 a.m. and 2:00 p.m. in accordance with item 3 above.

In the event that client services requires an employee to be available as late as 6:00 p.m. that employee may opt to **take** lunch break of up to 2 hours on that occasion.

5. Whenever employees are competing for the prime flex hours or the most popular quitting time, a method of rotation will be established, if necessary, which is most suitable to the needs of the division/section so that all employees can have a fair opportunity to enjoy **the** prime flexed hours. Rotation shall be determined on a seniority basis with the most senior employee taking the first rotation, the next senior and so on.
6. During periods of vacation or sickness, the flex-time routine may have to be interrupted to ensure adequate service coverage. Cooperation of employees and management will be essential at those times.
7. Any disputed request may be referred to a union - management meeting for discussion.

Signed at Kitchener, Ontario this 4th day of February 1997.

THE MAINTENANCE PROCESS
FOR THE JOB EVALUATION/PAY EQUITY PLAN

1. Maintenance Review Rating Committee - to evaluate new and/or changed **jobs**.

Composition of the Maintenance Review Rating Committee:

- a) A non-voting chairperson who shall be the **Director, Human Resources Services**, or another person knowledgeable in job evaluation who is acceptable to both parties.
- b) Three members of the Union, (appointed from the Union Appeal Advisory Committee,) of whom two shall have been previously trained in the use of the Plan, and have voting rights, and one non-voting observer.
- c) Three representatives of the Employer, of whom two shall have been previously trained in the use of the Plan, and have voting rights, and one non-voting observer.

The Maintenance Review Process:

- a) New jobs which are developed by the Employer to meet the needs of the operation shall be dealt with as set out in Article 9.07 of the Collective Agreement, and the appropriate hiring shall occur. Six (6) months after the job **has** been filled, the Maintenance Review Rating Committee shall re-evaluate the position.

- b) Existing jobs which have a change which impacts the job's skill, responsibility, effort or working conditions will require a new approved job description to reflect the job changes, duly signed by the appropriate Supervisor, Department Head, **Manager, Staffing and Compensation**, and the Assistant **CAO, Human Resources** prior to being submitted to the Maintenance Review Rating Committee.

A Joint Screening Committee **will** be established to issue a decision **as** to whether a job submitted is eligible under the above conditions for review. The Joint Screening Committee will consist of up to two management members and up to two union members with equal representation from the union and **man-**agement.

The decision of the Screening Committee is **final** and binding.

If the Screening Committee **is** unable to reach a consensus, the job shall be submitted to the Maintenance Review Rating Committee for review.

- c) A request for job maintenance review will be completed and forwarded to the Human Resources Department who will forward a copy to the Local 1883 Maintenance Review Chairperson and a copy to the Secretary of Local 1883.
- d) Following the evaluation of a job, the Mainte-

nance Review Rating Committee shall interview all applicants conjointly with their supervisor. In the case of multi-incumbent positions, a representative chosen by those incumbents, shall be interviewed with a direct supervisor and the Manager or Director of the program/division.

- e) Once a job has been reviewed by the Maintenance Review Rating Committee, that job classification shall not request another review by the Maintenance Review Rating Committee until a full year has elapsed from the date of the previous Maintenance Review.

Maintenance Review Rating Committee Mandate:

- a) The Committee shall meet twice annually or more often if required, and using the Rating Plan, shall review all new jobs or jobs which are seen to have changed in skill, effort, responsibility, and/or working conditions.
- b) The Committee shall function with the same rules as the original Joint Job Evaluation Committee. (See Rules)
- c) The Committee will not be required to deal with unsigned or incomplete job descriptions and materials. The parties to the agreement may make special provision to have the Maintenance Review Rating Committee rate an unsigned job description. Such provision will be negotiated on an individual basis.

- d)
 - i) Those employees in new jobs or with amended job descriptions where the change occurred between June 1989 and the date of the first Maintenance Review Rating Committee meeting, will have retroactivity of the change assessed individually by the Maintenance Review Rating Committee. **Any** retroactivity will be decided by the Maintenance Review Rating Committee and will be paid effective the same dates, at the same rates, as the adjustments agreed to under the Job Evaluation/Pay Equity Plan.
 - ii) After the first Maintenance Review Rating Committee meeting, the following will apply:

In the event a job is put before the Maintenance Review Rating Committee, the Region shall arrange for payment of any earned retroactive pay, 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 Maintenance Review Rating Committee reviews the job. If for any reason the job is not reviewed at the next Maintenance Review Rating Committee meeting, the retroactive pay **will** have an effective date of the date upon which the review was

requested, or the start date of the incumbent in the new or changed job classification.

- e) Where a change in the job rating occurs as a result of the Maintenance Review Rating Committee's decision and a lower wage rate will apply the incumbent's wage rate (as set by management under Article **9.07**) shall be identified as being "out of schedule". The incumbent will be paid the rate identified which shall be increased annually by the negotiated cost of living increases, until the incumbent leaves the position or the job ceases to exist or is altered upwards in value. Where an incumbent leaves a job identified as being "out of schedule" the new incumbent to the position shall be paid the wage rate applicable to the new job grade to the position.
- f) The Maintenance Review Rating Committee shall submit their decision to the Assistant CAO, Human Resources, with a copy to the Secretary of Local 1883.
- g) The Assistant CAO, Human Resources shall, in writing inform the head of the department of the decision of the Maintenance Review Rating Committee with a copy to the incumbent(s), and a copy to the Secretary of Local 1883 within 15 days of receiving the decision.

GENERAL RULES OF PROCEDURE

ORIGINAL JOINT TOE EVALUATION COMMITTEE

The following rules will apply equally to the Appeal Committee and the Maintenance Review Committee:

The Committee is authorized:

1. To examine the ratings to ensure the evaluation **was** based on the true job content and job requirement and not on the personal attributes of the incumbent.
2. To identify any errors in the rating due to omission or miscalculation and to recommend a correction of such error.
3. To re-examine the degree levels assigned to ensure that the levels are the ones that most closely fit.
4. To re-examine the rationale behind the evaluation to ensure the rationale is valid.
5. To assess that appropriateness of the ranking of the position in relationship to other positions in the department and the Region as a whole.
6. To have access to all documents and information relevant to the evaluation of the position.
7. To interview the incumbent conjointly with the supervisor or a representative from the department.
8. To seek technical advice from outside **as** it deems fit.

9. To jointly develop any additional rules of procedure.
10. **The Rating Committee shall not change the interpretation of the Job Evaluation/Pay Equity Plan Factor Definitions or Notes to Raters. If the Rating Committee wishes to make amendments to the Job Evaluation/Pay Equity Plan, the Rating Committee shall submit their recommendations for any amendments to the Union Executive and the Assistant CAO, Human Resources for possible amendment.**

GENERAL RULES FOR COMMITTEE MEMBERS

1. A member may not sit on the Committee in any of the following cases:
 - a) the member is the incumbent appealing the evaluation
 - b) a member is in a position to benefit personally or operationally from the results of an evaluation, or
 - c) the member is part of a generic classification for which another incumbent has appealed.
2. Where a conflict exists as in 1) above, a **back-up** member of the Committee shall sit instead of the member while said conflicting evaluations are being reviewed, or if deemed best by consensus of the Committee, for the whole of the remainder of the appeal session.

3. All proceedings of all committees shall be recorded and the results agreed upon, in writing by the parties.
4. All reports to the Assistant CAO, Human Resources shall be signed by the Chairperson and each of the members of the committee.
5. All decisions by the Maintenance Review Rating Committee shall be considered final.
6. If the Maintenance Review Rating Committee is unable to reach consensus, the rating of the job shall be referred to the C.A.O. or designate and the National Union Representative who shall constitute the Dispute Resolution Panel. The decision of the Panel is final and binding on both parties. If the panel is unable to reach consensus, the rating of the job will go before a single arbitrator whose decision will be final and binding on both parties.
7. All matters discussed by all of the committees shall be confidential and remain so except where, by consensus, content of discussions etc., are considered appropriate to transmission to another source to resolve any perceived on-going problems.

Signed at Kitchener, Ontario this 4th day of February, 1997.

LETTER OF UNDERSTANDING
between
THE **CANADIAN** UNION OF **PUBLIC** EMPLOYEES
and
THE REGIONAL **MUNICIPALITY** OF WATERLOO

**PROVISIONS FOR EMPLOYEES OF THE
COMMUNITY CARE ACCESS CENTRE OF
WATERLOO WHO CHOOSE TO RETURN TO
THE REGION OF WATERLOO AFTER JULY 1,
1997**

Whereas the Home Care employees in Local **1883** **will** be transferred from the Region of Waterloo to the Community Care Access Centre of Waterloo Region (CCACWR) effective July 1, **1997**, and their seniority rights will be **trans-**ferred with them, and;

Whereas the parties acknowledge that effective July **2, 1997** such employees **will** have no seniority **rights** in **Local 1883** with the Regional Municipality **of** Waterloo,

Notwithstanding the above, the parties agree **as** follows:

1. Local **1883 CCACWR** employees who are laid off by the CCACWR **and** commence employment with the Regional Municipal-

ity of Waterloo after competing **as** an external candidate without seniority in a position with the Region, which is subject to the C.U.P.E. Local **1883** Collective Agreement, shall then be given the seniority credit they had **as** at the date of the transfer to the CCACWR, provided **such** employment with the Region is commenced by July 1, 2000.

2. **Only** those employees who were members of C.U.P.E. Local **1883 as** at the date of transfer (July **1, 1997**) are eligible for seniority credit.
3. **This** Memorandum shall form part of the Collective Agreement between the parties.

Signed at Waterloo, Ontario this 3rd day of July, **1997**.