



**COLLECTIVE AGREEMENT**

between

**REGIONAL MUNICIPALITY OF WATERLOO**

- and -

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

July 1, 2010 to June 30, 2013

07192 (11)

# CUPE LOCAL 1883

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This Agreement made this 7<sup>th</sup> day of December, 2010;

between:

The Regional Municipality of Waterloo  
(hereinafter called the “Region”)

- and -

The Canadian Union of Public Employees  
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 and Definitions

- 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 and CUPE Local 1656.
- 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 executive. 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. The Region shall not negotiate any terms or conditions of employment with employee(s).

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.

## 2.06 Definition of Employees

### a) Probationary Employees

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.

b) Permanent Full-Time Employees

Permanent full-time employees are those employees who have satisfactorily completed their probationary period of employment and who have been hired into a permanent job except as prescribed below in Article 2.06 c)i).

c) Temporary Full-Time Employees

i) Temporary full-time employees are those employees who have been hired to work the regular number of hours in the hiring department but for a specified period of time of fifteen (15) continuous months or less or as replacements for the employees absent due to illness or injury or leaves of absence (including any resulting backfills) under this Collective Agreement.

Extensions beyond fifteen (15) months will be discussed with the Union on a case-by-case basis and will require the mutual agreement of the parties in writing and shall not be unreasonably withheld.

Temporary full-time employees filling in for employees on Maternity, Parental and Adoption Leaves (including any resulting backfills) shall not exceed sixty-one (61) weeks.

The Region agrees to provide on a quarterly basis to the union a list of all temporary employees and the employee/position that they are filling.

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 shall not be entitled to bumping rights.

iv) 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 and Bereavement Leave
- v) OMERS
- vi) Temporary full-time employees shall receive vacation pay in lieu of vacation on the basis of four (4%) percent of earnings, and increased based on years of service. Employees are entitled to take at least two (2) weeks unpaid vacation and increased unpaid vacation based on years of service after each twelve (12) month period of employment.
- 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.

d) Part-Time employees:

A part time employee is one who has been hired to work twenty-four (24) hours or less per week.

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

## Article 3 - No Discrimination

3.01 The Region and the Union agree that there will be no discrimination, interference, restriction or coercion, as defined in the Ontario Human Rights Code, exercised or practiced 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.

### 3.02 Workplace Harassment and Violence

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 endangers 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.

- 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) Allegations of harassment are required to be submitted as a formal written complaint to a designate in Human Resources for investigation. The Employer agrees to advise all complainants of their right to have union representation. Where the complainant refuses representation, they shall do so on a form approved by the Union to waive their right to union representation. This form shall be retained on the Employer's confidential harassment file.
  - d) An employee shall, at all times, retain their right to file a grievance and/or lodge a complaint under the Ontario Human Rights Code (1981).
  - e) The Region agrees that the information and training regarding harassment and violence in the workplace is essential and will 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 a) "Workplace violence" is defined as comment or conduct that is physically intimidating or ought to be known to be physically intimidating. It includes the wrongful physical violation or abuse of other persons or threat of such actions. It also includes damage or threat of damage to property. "Workplace" refers to any location where Regional business is conducted or Regional services are provided.
- b) The Employer agrees that the Occupational Health and Safety Committee shall concern itself with all matters relating to violence involving staff as per Human Resources Policies **and procedures such as HR policy I-13, Workplace Harassment**



**Prevention and HR Policy IV-15 Workplace Violence Prevention.** The Employer agrees to investigate all incidents of violence and to meet with the Union as required to discuss any identified risks of violence. The Employer agrees to take all precautions reasonable in the circumstances to foster a violence free workplace and work environment and to immediately investigate all aspects of any reported instances of violence. The Employer agrees to furnish a written report of all incidents to the co-chairs of the Joint Health and Safety Committee prior to the JHSC meeting.

- c) A critical incident occurs when an employee experiences an unusually strong emotional reaction to an extraordinary situation that interferes with their ability to function in the workplace. The parties agree, that in the event of a critical incident in the workplace, the Employer will provide a critical incident stress debriefing session to the affected employee(s) through the Region's EAP provider. Such employee(s) shall be approached by a supervisor to discuss the incident and the supervisor shall offer the employee time off work so that they can immediately access EAP.
- d) The Employer agrees that there shall be no reprisals exercised or practiced with respect to any employee who reports a violent incident in the workplace.

3.04 It is an expectation of both parties that all employees of the Region act professionally and treat one another with courtesy and respect. All employees are responsible to conduct themselves in a manner that contributes to positive working relationships. The Region will not permit any interpersonal conflict that involves threatening or abusive behaviour which includes bullying. Bullying is defined as repeated and hostile or unwanted conduct, actions, gestures, or verbal comments by an employee that could reasonably be regarded as

undermining another individual's right to dignity at work.

#### 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.

**The employer agrees to pay to the union an amount equivalent to union dues (based on the applicable classification) for any temporary agency staff. Temporary employment agency staff can be utilized to a maximum of three (3) continuous months.**

4.02 Such deductions will be made every pay day by the Region and shall be forwarded to the Treasurer of CUPE Local 1883 not later than the 15th day of the month following the month in which deductions were made, accompanied by a list of all employees in electronic or paper format (at the union's discretion) 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 with a copy to the President and Grievance chair. 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.

5.04 The Employer agrees, pursuant to recent jurisprudence, to provide the home and work addresses, employees numbers, and work email addresses of all members of CUPE Local 1883. The Union will keep this information confidential and use the information for union business only. The list from Human Resources shall be in electronic format.

#### 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 procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided;
- c) select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, layoff, recall, suspend and retire employees, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employees 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 there from, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools. If a decrease in employment as stated herein becomes necessary, the Region will endeavour to transfer the affected employee(s) to another vacant union position(s) in the Region in consultation with the Union;
- e) exercise management rights in a fair and equitable manner. When any union member is to be displaced due to the exercise of management rights, the Region will notify the Union as far as reasonably possible in advance of its intentions and plans.

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 bargaining unit and will meet with the union executive to discuss the change. The Region will give the union notice of any such change or assumption no more than thirty (30) calendar days after the Region is notified of any such change or assumption.

#### Article 7 - No Strikes Or Lockouts

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

## Article 8 - Seniority

- 8.00 a) Seniority is defined as the amount of time continuously worked in any position(s) represented by CUPE Local 1883 since the last date of hire.
- b) Service is defined as the amount of time continuously worked in any position in the Region since the last date of hire.
- c) Layoff is as defined in the Employment Standards Act of Ontario.

### 8.01 Probationary Period

- 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. The Employer shall arrange for job specific training as deemed appropriate by management. 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 in the same classification will have one-half of their accumulated temporary time acquired since their last

starting date deducted from their probation period to a maximum of three (3) months. Seniority shall be retro-active to the last date of hire. Temporary full-time employees who are successful to a posted full-time position in a different classification will serve the full probationary period as outlined above. 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 ( $\frac{1}{2}$ ) 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 most recent date of hire in a position within the scope of CUPE 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 ( $\frac{1}{2}$ ) period indicated above, however, the combined total shall not exceed the probationary period established in the current Collective Agreement.

- 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 and their seniority date. An up-to-date electronic copy of this list will be given to the Union twice each year on March 1<sup>st</sup> and September 1<sup>st</sup> and a copy posted on all approved bulletin boards. An email will be sent advising that the list has been posted. Employees have thirty (30) calendar days from the date on the seniority list to notify the Commissioner, 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) Permanent transfer of work location will be determined by Expression of Interest based on seniority within the job classification. When there are no volunteers, the least senior person in the classification will be transferred.
- d) Seniority for posted job vacancies 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 Commissioner, Human Resources or designate, in writing, will receive a full 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. Human Resources will have five (5) working days to respond and provide the written explanation of the choice made.

**Any candidate for a posted position may elect to meet with a Human Resources Associate after the competition has been completed in order to receive feedback on their skills, qualifications, abilities and competencies in relation to that particular competition.**

- e) Prior to any grievance being filed on job postings, the Union may request to review the score of an unsuccessful senior applicant with a member of Human Resources.

### Layoff and Bumping



f) 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 **fifteen (15)** 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 **fifteen (15)** working days.

iii) In the event of a permanent layoff, as defined in the Employment Standards Act, all employees to be laid off will be given at least sixty (60) days notice of lay-off. Laid off employees must exercise their bumping rights as soon as possible but in any event within ten (10) working days from the date they are notified of the layoff. Any other employees so bumped must exercise their bumping rights within ten (10) working days of their being bumped, and so on, on a ten (10) working day maximum basis for each involved employee.

- iv) The employee will be provided with a current seniority list and any requested job descriptions/information and assistance from Human Resources, so that they can make appropriate bump choices, not normally to exceed five (5) choices. Appropriate bump choices shall be defined as positions for which the employee's resume demonstrates the required education, experience, and skills required for the selected bump choices. The employee shall list all of their choices on the bump form and submitting a current resume and any other relevant information with their choices, by the end of the tenth (10<sup>th</sup>) day. Employees shall emphasize any education, experience and skills they have which relate to the duties and requirements of their bump choices. The employee may have union representation throughout the process outlined in 8.03 f) iv).
- v) The Region will consider the employee's bump choices individually, in the order of preference and determine whether or not the choice is successful, within ten (10) working days of receiving the bump form, before considering the next choice, and so on, until all of the employee's choices have been considered, or the employee is successful with bumping into one of their preferred choices.
- vi) In the event of a temporary layoff as defined in the Employment Standards Act, employees to be laid off will receive a five (5) working day period of notice. On the fifth 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 fifth working day.
- g) 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 ten (10) working days, 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 ten (10) 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 ten (10) working days, and layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.

- h) 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 a 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 or service of 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 a) Subject to Clause 8.05b or 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 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 8.05b or 8.06 applies.

b) Authorized leaves of absence are not to be granted for employees to take other gainful employment, subject to clause 17.07. If the employer authorizes gainful employment under article 17.07 during an authorized leave of absence, the written agreement of the union is required for the employee to retain their union seniority. For clarity, no employee shall accrue seniority while in other gainful employment. Where union agreement is not obtained, the employee will forfeit all their acquired seniority and will be placed at the start of the seniority list upon their return to their position within the scope of CUPE Local 1883.

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 as 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 a reasonable excuse for a period of more than three (3) consecutive working days.

#### 8.07 Promotion or Transfer to Positions Outside the Bargaining Unit for up to 60 Working Days

- 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 continue to pay union dues. The Region will notify the Union in writing of all such promotions and transfers. Should the employee return within sixty (60) working days 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 they return to their former position if such position is still available or in the event such position is not available to another similar position.

#### Temporary assignment to Non-Bargaining Unit Positions in Excess of 60 Working Days

- b) Any temporary assignment of a bargaining unit member to a non-bargaining unit position in excess of sixty (60) working days

but no longer than fifteen (15) months 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. For further clarity, no seniority will accumulate while in the non-bargaining unit position, no union dues will be deducted and all rights under the Agreement will be waived while in the non-bargaining unit position. The Union shall not unreasonably withhold agreement to the temporary assignment where the employer agrees to backfill the union position from the start of the temporary non-bargaining unit assignment and for the full duration of the assignment.

- c) Any bargaining unit member who has been in a non-bargaining unit position under 8.07 a) or b) must return to the bargaining unit upon completion of the assignment and shall not go out of the bargaining unit again on a temporary assignment until they have been in their bargaining unit position for a period of time equal to the length of time that they were in the non-bargaining unit position **or a lesser time as mutually agreed**

#### 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

9.01a) **When a multi-incumbent position becomes vacant and the Region determines that an expression of interest will be offered to all permanent incumbents in the job classification the following guidelines will apply.**

- i) Employees have five (5) working days in which to indicate their interest in the position.**
- ii) If more than one (1) employee expresses interest, the most senior applicant will be awarded the position.**
- iii) Permanent transfer of work location will be determined by expression of interest based on seniority within the job classification. When there are no volunteers, the least senior person in the classification will be transferred.**
- iv) The expression of interest and the job posting may occur simultaneously, however until the expression of interest is finalized, an offer of employment will not be made.**

9.01 b) 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 temporary employees may have the opportunity of making written application to the Commissioner, 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. Human Resources will send the Union, as well as any employee on layoff, a copy of all postings.

- i) Experience acquired while filling a non-posted temporary vacancy cannot be considered in the screening process.
- ii) Where more than one permanent full time member of CUPE 1883 screened into a particular competition, the decision on which employees will be interviewed will be based on seniority.
- iii) **If the most senior applicant does not screen in for an interview to a particular competition, they will be offered the opportunity to complete the test for that competition. If the applicant passes the test the applicant will be offered an interview.**

**If a test is not part of the competition the most senior applicant will be offered an interview if they are within 5% of a pass on the screening tool.**

- iv) 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 and will give the reason why.
- 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 shall not be considered until the internal hiring process has been completed and management has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.
- iii) The Region may advertise internally and externally simultaneously, however, no external applications will be forwarded to the Hiring Manager until the internal hiring process has been completed and it has been determined that the internal applicants from within the bargaining unit do not meet the requirements of the job vacancy.
- iv) Any external employment enquiries, resumes, or applications received in Regional locations other than Human Resources will be directed to Human Resources immediately.
- d) No employee outside the bargaining unit will be hired until consideration of laid off employees is given.
- e) 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, accompanied with a current resume, shall constitute an application for such positions.
- f) All interview questions will be relevant to the qualifications, skills and abilities needed to perform the duties of the position. The Region shall ensure that uniform interview questions are asked of all applicants for the position.

Note: Job Sharers reference Appendix C

- g) It is agreed that an applicant's interview scores shall be carried forward for a maximum of three (3) months at the**

## **Employer's option.**

- 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 Commissioner, 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)i) 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).
- ii) **For vacancies created by employees absent due to illness or injury the temporary vacancy when filled via the posting process may be filled by the same employee for the entirety of the vacancy. The Region will notify the Union when the employee is being extended.**
- 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 three (3) months, 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 sixty-one (61) weeks, respectively, where the temporary vacancy is created by parental leave.

9.05 a)i) Trial Period

The Region shall arrange for job specific training as deemed appropriate by management for the employee during the **trial period of seventy (70) actual days worked**. In the event successful applicants wish to return to their former position **during the trial period of seventy (70) actual days worked** or prove unsatisfactory to the Region during the **trial period of seventy (70) actual days worked** or such longer period as may be mutually agreed upon in writing between the Commissioner, 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 re-arrangement 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 eight (8) months of **the employee's start date in 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.

- 9.07a) i) 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 forward the job description, the title, the job rating and the salary rate to the Union Co-Chair of the Joint Job Evaluation Committee. The Union Joint Co-Chair or designate shall have three (3) working days to respond to the Region with respect to the job rating. Every effort shall be made by the Joint Co-Chairs or designates of the JJEC during the three (3) working day period to reach agreement on the job rating. Should the Joint Co-Chairs or designates reach agreement during the three (3) day period, the rating shall be final and shall not be forwarded for verification review.

Should there be a number of new positions requiring simultaneous rating, the parties shall agree on an appropriate timeline for response.

Should the Joint Co-chairs or designates not reach agreement within the three (3) day period above, the Region shall, within ten (10) working days after the above, notify the Union by registered, certified or hand delivered mail that agreement has not been reached and the salary rate which will be used in the job posting. Where agreement has not been reached, the Maintenance Review Committee shall re-evaluate the position in accordance with the Job Evaluation/Pay Equity Plan six (6) months after the job has been filled. 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.

ii)The Chair of the Job Evaluation Committee will be provided with any new or changed job descriptions prior to the evaluation process.

- 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 “new job” or “changed job” is set out in 9.07d).
- 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.
- d) The issue of Changed Job vs. New Job will be determined as follows:
  - i) 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.
  - ii) 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 i) are met.
  - iii) The determination of whether a job is a changed job or a new job will be based on the actual duties and responsibilities being performed in the job, in accordance with item i) above.

- iv) Title change alone is neither a changed job or a new job.
  - v) The transfer of a job from one department to another will not be considered a new job, unless the conditions in item i) are met.
  - vi) 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 in 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 Committee. 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.

## 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 of Employee Relations, or designate, 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

- 11.01a) The Region agrees to recognize the following representatives of the Union:
- i) a bargaining committee consisting of the President plus not more than **six (6) employees**;
  - ii) an Executive Committee as elected by the union's membership of not more than six (6) employees;
  - iii) a Grievance Committee of not more than four (4) employees;
  - iv) twenty-one (21) stewards **as designated by the Union. There needs to be at least three (3) stewards appointed from each of the Cambridge, Kitchener and Waterloo locations.**
- 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 upon the provision of advance notice to Labour Relations to have the assistance of a Representative of the Canadian Union of Public Employees who, shall have access to the Region's premises in order to investigate or assist in a settlement of any matter arising out of this agreement.
- 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. In order to effectively deal with alleged violations of the collective agreement, such allegations will be acted upon in the following manner:

### **Step One (Complaint):**

Employees shall first give their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be in writing on a complaint form, given to the supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred. Within five (5) working days of receiving the complaint, the supervisor will meet with the employee to discuss the complaint. The employee may be accompanied by one union representative.

The supervisor shall return the form to the employee within five (5) working days of the meeting, with their written response. Failing settlement, it may then be forwarded to Step 2 within five (5) working days of receipt of the response.

In the event the issue concerns a posting, the grievance shall be discussed with the Supervisor making the hiring decision. Such grievance shall originate at Step 2 of the grievance process.

#### Step Two:

If the complaint is not resolved at Step One, the Grievance Chair or designate may forward a grievance, in writing, to the Director of Employee Relations or designate, within five (5) working days of the receipt of the response at Step One, and attach a copy of the Step One form. The written grievance, signed by the aggrieved employee and/or union representative must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement, which are alleged to have been violated. The 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 at Step Two. 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 complaint or a grievance filed directly at Step 2, 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 a complaint and/or a grievance in writing.

12.03 Policy/Union/Management Grievance

Any difference arising directly between the Region and the Union involving the interpretation, application or alleged violation of this Agreement, may be submitted in writing as a grievance by either party, to either the Director, Employee Relations, 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 Agreement.

If no written request for arbitration is received by the Director, Employee Relations, 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 Commissioner Human Resources 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) i) An employee shall be accompanied by a union representative at any meetings at which warnings, suspensions, or discharge will be discussed.
- ii) Where the employee is required by the Region or its representatives to attend any investigation meeting or a meeting concerning employee performance issues, at which disciplinary action may be discussed the employee may be accompanied by a Union representative.
- iii) Any employee who provides information at an investigation meeting as contemplated under this article may choose to be accompanied by a representative of the Union.
- iv) An employee shall be accompanied by a union representative at any meetings where attendance issues are discussed and a letter is to be placed on the

employee's file.

- 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 case of discharge where the employee is absent from the workplace, the Human Resources Department will notify the President and Grievance Chair by email of such discharge. In cases where an employee is discharged verbally, the above notification will still be sent to the employee for verification purposes.
- c)
  - i) 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 files which has not first been shown and a copy given to the employee. A copy of all disciplinary letters given to employees shall be sent to the Union as per Article 10.01. An employee shall have the right to have access to and review their employee files. The employee shall have the right to respond to any document in the employee files, and such reply shall be part of the employee files.
  - ii) Letters of counsel shall not be used by the Region as the basis for discipline or to affect an employee's promotional opportunities. Letters of counsel and their content shall not be referred to or used by the Region in any arbitration hearing.
- d) Discipline shall be removed from the employee's files in accordance with the following, **except where a leave of absence in excess of one month has occurred, the time frame noted below will be delayed by the length of the leave.**

- i) A verbal warning shall be removed from the employee's files 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 files for the duration of the 6 months pertaining to the new discipline.
- ii) A written warning shall be removed from the employee's files 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 files 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 files 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 files 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 files 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 files for the duration of the period pertaining to the new discipline.

13.02 In the event a complaint is received and the Region determines that an investigation will be conducted, a meeting will be convened with the affected employee(s) and a union representative.

Any verbal complaint from any person or group of persons which will give rise to any disciplinary action against an employee must be put in writing by the complainant (which includes email) before any such disciplinary action is undertaken.

In the above circumstance, the employee and the union will be given a copy of the complaint while protecting the identity of the complainant.

**13.03** 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.

**13.04** 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.

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

#### 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 procedure 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 their 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 CUPE may be present at all stages of the grievance and arbitration procedures if the union executive so desires.
- 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

- 15.01a) Each employee who has completed thirty (30) calendar days or more continuous service, is entitled to **twelve (12)** 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>Family Day</b>

- 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 Commissioner, Human Resources and the employee's supervisor for resolve.

- c) For those employees who are required to work, and do work on Easter Sunday, Articles 15.03 a), 15.03 c), 15.04 and 15.06 will apply.

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 or injury, or due to a reasonable excuse acceptable to the Region.

15.03a) 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 ½) 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 ninety (90) 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.

- c) Where the employee regularly scheduled to work on a statutory holiday chooses not to work on that day, the work will first be offered to all other permanent employees in that classification on a seniority basis. Should no one volunteer to complete the work, the work shall be re-assigned on a reverse seniority basis in that classification.
- 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 medical 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 When any of the specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Region, but in any event within ninety (90) calendar days of the holiday except when a specified holiday such as Canada Day, Remembrance Day, Christmas Day, Boxing Day or New Year's Day fall on a Saturday and/or Sunday, when agreement as to lieu days will be between the Union and the Region if not covered by law.
- 15.06 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 ½) their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement.
- 15.07 It is the intent of the parties that employees receive premium pay/compensation for a paid holiday on either the actual holiday, or the designated holiday, but not for**

**both days.**

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:

Length of Service

Vacation Entitlement

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 two (2) years of continuous service.

Two (2) weeks.

Not less than two (2) years continuous service but less than seven (7) years continuous service.

Three (3) weeks.

Not less than seven (7) years continuous service but less than fifteen (15) years continuous service.

Four (4) weeks.

Not less than fifteen (15) years of continuous service but less than twenty-three (23) years of continuous service.

Five (5) weeks.

Not less than twenty-three (23)  
continuous years of service.

Six (6) weeks.

- b) One additional day of vacation for each additional year of continuous service after the **twenty-three (23)** 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.
- 16.05a) Employees with greater seniority will have first choice of vacation dates, providing the request for vacation time are submitted by April 1<sup>st</sup> for the period June 15<sup>th</sup> to January 15<sup>th</sup>, and by October 1<sup>st</sup> for the period January 16<sup>th</sup> to June 14<sup>th</sup>. This procedure is to allow the vacation schedule to be determined by **ten (10)** working days after April 1<sup>st</sup> and October 1<sup>st</sup> respectively each year.

**Employees submitting their vacation requests may indicate**

**alternate choices. Should an employee's request be denied, the employee will have the opportunity to be granted their alternate choice prior to a less senior employee.**

- 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 Prior to returning from pregnancy and/or parental/adoption leave, employees shall be required to take the vacation they accrued during the leave(s) of absence to ensure they comply

with Article 16.03. Such vacation shall be taken continuous with the leave of absence.

16.09 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.

16.10 In the event an employee suffers a certifiable illness or is **personally injured for two (2) or more days** whilst on vacation, **or immediately before such 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, Employee Relations, 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.
- d) and, if requested by the Return to Work Co-ordinator, the employee will be required to provide further medical documentation to substantiate the illness in accordance with Article 16.10 c) above.

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

- b) Where vacation cannot be scheduled for these employees between the expiration of their probationary period and the end of December they may carryover such vacation to the next calendar year.

## Article 17 - Leave of Absence

### 17.01 Union Leave

- a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Region to employees elected or appointed to represent the Union at union conventions or seminars and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed **one hundred and eighty (180)** 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, Employee Relations, or designate, as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.
  
- b) The executive of CUPE Local 1883 shall be granted union leave four (4) days per week for the purpose of carrying out union activities. This time will be shared between two members of the executive. The Union may designate an alternate member of the executive to fill-in when the executive on leave is expected to be absent for five (5) or more consecutive working days. The Union and the Region will each share one-half the cost of the leave (14 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



Executive 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 reimburse 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 **three (3)** 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.

**The employee shall provide the employer with at least two (2) weeks written notice prior to the commencement of the leave. Written notice of return to work must be provided at least two (2) weeks prior to the date of return.**

**Prior to returning from the leave, employees shall be required to take the vacation they accrued during the leave(s) of absence. Such vacation shall be taken continuous with the leave of absence.**

**If a replacement is hired to backfill the leave, the parties agree that where possible one (1) employee will cover the entire leave. If the employee is temporary full time, the employee will remain as a temporary full time employee for the duration of the leave, however, after completion of eight (8) months within the position, the employee may elect to apply for a permanent posted full-time position.**

**This also includes any backfilled positions as a result of filling the vacant position.**

**Any permanent employees awarded the temporary assignment as a result of this leave will remain in the position for the entire length of the union leave unless permission has been granted by the employer to apply for a permanent full-time position. Permission will not be unreasonably denied.**

- 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 (½) day off with pay from their regular job duties following each time the Committee 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.

17.02 Jury Duty or Witness

- 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 or vacation, 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 or vacation, to be used within ninety (90) calendar days of their return to work.
- 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.

### 17.03 Bereavement Leave

Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work as follows:

<u>Relationship</u>	<u>Entitlement</u> <u>(working days with pay)</u>
Mother	5 days
Father	5 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	2 days
sister-in-law	2 days
daughter-in-law	2 days
son-in-law	2 days

**Employees may elect to set aside one (1) day of entitlement for a memorial or burial service to be held at a later date.**

#### 17.04 Pregnancy Leave

- a) An employee will be granted unpaid pregnancy leave, upon written request and certification of a medical practitioner. This request shall be submitted as far in advance as possible but not less than two (2) weeks prior to the anticipated date of the leave. 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.

The Region shall pay the two (2) week Employment Insurance waiting period of leave at seventy-five percent (75%) of the current weekly earnings.

The fifteen (15) week entitlement under Employment Insurance shall be topped up by the Employer so that the employee receives seventy-five percent (75%) of her current weekly earnings.

Both payments above shall be paid retroactively after proof is provided that the employee is in receipt of EI benefits.

### Parental /Adoption Leave

- b) An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:
  - i) the birth of the employee's child.
  - ii) the coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

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

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

Parental leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the Employer with written notice of the anticipated date the leave is to begin. This notice will be submitted as far in advance as possible but not less than two (2) weeks (where possible). 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 thirty-five (35) or thirty-seven (37) 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 unpaid leave of absence for up to seventeen (17) 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 seventeen (17) 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.

#### 17.05 Unpaid Personal Leave

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

reasons. A request for such leave shall be made in writing to the employee's Department Head as far in advance as possible and the granting of such leave must have the approval of both the Department Head and the Commissioner, Human Resources, or designate. Such requests shall not be unreasonably withheld.

#### 17.06 Education Leave

- 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 single room hotel accommodations and a per diem to cover meals and all other expenses related to the conference. When the round trip journey takes five (5) hours or longer, one additional per diem may be claimed. 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, Employee Relations by filling out an “Application for Sponsorship of Education Course”. The reimbursement for the course must be approved by the Director, Employee Relations 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 Commissioner, Human Resources, or designate, to take other employment.

17.08 Prepaid Leave Plan

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

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

18.01 Standard Hours

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 is thirty (30) hours per week working six (6) hours a day and for the Clerks identified in Appendix 'A' as working forty (40) hours per week working eight (8) hours per day, Monday to Friday, and the Teacher Interpreter (Doon) positions at thirty-seven and one-half (37.5) hours exclusive of the unpaid meal period.

#### 18.02 Schedules

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 ½) 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.

#### 18.03 Altered Hours

**Where an altered work day is required the Employer shall make every reasonable effort to consider all possible options such as vacancies, Compressed Work Week and flextime to minimize the impact on existing employees in the affected classifications.**

**If it is necessary to amend the employees hours of work, first volunteers will be sought. If no volunteers are available, the least senior employee(s) will be assigned the work. The employee(s) shall be given the option of: a) alternating the start time of the day or b) working a longer day to a maximum of ten hours per day and the hours in excess of seven hours per day are accumulated and banked at straight time. This time shall be taken at a mutually satisfactory time, but in any event, within ninety days of the occurrence. Employees can choose to have a minimum of a**

**one half hour unpaid meal period.**

**If the Employer determines that all employees must participate in the changed hours situation, work assignments will be offered by seniority.**

**Provisions of Article 18.02 apply.**

#### 18.04 Breaks

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.

#### 18.05 Reporting

- 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.
- c) Employees who leave the work place early due to inclement weather will have the following options:

- Account for the missed time by using vacation or banked lieu time  
or
- in discussion with their supervisor make up the time within a two week period.

## Article 19 - Premium Pay and Allowances

### 19.01 Overtime

- 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 (1½), except as hereinafter provided. Work performed on specified holidays will be paid at time and one-half (1½) 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 ½) 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, **with the exception of employees on stand-by.**

- 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 fifteen (15) minutes following termination of the regular work day. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.
- d) It is agreed that any overtime, other than an emergency situation, will first be offered to available qualified permanent full-time employees within both the work assignment and the classification on a seniority basis. For clarity, the word available shall mean available within a reasonable time and distance and the word qualified shall mean possessing the necessary skills and abilities to perform the overtime assignment in a competent manner.

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 or student employees or to anyone else selected by the Region.

- e) 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 necessitate employees working hours in excess of the normal work week.
- f)
  - 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.

- g) 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).

#### 19.02 Call-in

- 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 appropriate 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.

#### 19.03 Stand-by call

- a) i) Authorized employees who are scheduled for stand-by call shall receive **upon mutual ratification two hundred (\$200.00)** dollars per week Friday to Friday (effective **July 1, 2011 - \$205.00, July 1, 2012 - \$210.00**), plus \$27.00 per day extra for any specified holiday occurring in the stand-by period; and, all employees called out on

emergency calls will be paid a minimum of two (2) hours at the appropriate overtime rate. 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. 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 **upon mutual ratification twenty-eight dollars and fifty cents (\$28.50) dollars (effective July 1, 2011 - \$29.00, July 1, 2012 - \$30.00)** per authorized day plus, \$27.00 per day extra for any specified holiday occurring in the stand-by period. In addition, when called out on an emergency call, they shall be paid a minimum of two (2) hours at the appropriate overtime rate. 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.

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.

i) Where an employee, who is scheduled to be on call/standby, spends time on the telephone resolving an issue, he or she shall be paid the appropriate overtime rate of pay in 15 minute increments (to the nearest exact 15 minutes that is longer) for time spent on the telephone

and documenting calls.

- ii) If it is determined that the issue cannot be resolved by a telephone call the employee on stand-by shall respond to the scene of the incident without undue delay and shall be compensated as per 19.03 a) above.
- 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.

#### 19.04 Meal Allowance

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 eleven \$11.00 effective date July 4, 2007(date of ratification). Payment of this meal allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

#### 19.05 Temporary Assignments

Permanent full-time employees assigned to perform essentially all of the duties in a higher rated category for a minimum of 3.5 hours or more within a work day 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 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.
- 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.

#### 19.06 Shift Premiums

- 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.; - **one dollar and fifteen cents (\$1.15) per hour effective date of mutual ratification, effective July 1, 2011 – one dollar and twenty cents (\$1.20) per hour effective July 1, 2012 – one dollar and twenty five cents (\$1.25) per hour.**
  - ii) night shift - starting on or after 9:00 p.m. but before 4:00 a.m.; -

**one dollar and fifteen cents (\$1.15) per hour effective date of mutual ratification, effective July 1, 2011 – one dollar and twenty cents (\$1.20) per hour effective July 1, 2012 – one dollar and twenty five cents (\$1.25) per hour.**

- iii) **Effective on the date of mutual ratification, employees shall be paid a weekend premium of one dollar and twenty five cents \$1.25 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.**
- b) Shift premiums will not apply where the overtime 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) For clarity, any employees working any hours that are part of their compressed work week schedule will not be entitled to this premium.
- e) 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 supervisor, or in the supervisor's absence, another member of management in the work area, **sixty (60) minutes prior to the commencement**

of their regular work day.

20.02a) An employee who is absent by reason of personal or family illness and whose absence is in excess of three (3) consecutive working days, may be required, and in the case of an absence greater than five (5) working days shall be required to furnish a medical certificate acceptable to the Region 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 the Return to Work Coordinator prior to returning 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 **or part-time** duties or **modified work**. **If an employee is returning to modified duties then capabilities and/or limitations are required prior to returning to work. Any costs incurred by employees in obtaining the medical certificate will be reimbursed by the Region as per the OMA fee schedule.**

(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) **When an employee is off for approximately eight (8) or more consecutive weeks due to illness, injury or accident, the Region will endeavour to notify the union if consent is provided by the employee. Failure to notify the union will not be deemed to be a violation of the collective agreement.**

### Modified Duties

20.05 Rehabilitation and Modified Work

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

i) Return to Work and Job Security

- a) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.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.S.I.B who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification.

ii) Modified Duties

- a) This Clause provides a modified work program to assist in the rehabilitation of employees who have been absent from work due to illness or injury.
- b) Objectives of the Program:
  - 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 precautions reasonable in the circumstances and will provide the necessary **training, clothing**, safety devices or appliances **as determined by the Employer** that may be required for the protection of its employees. Employees will co-operate 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 recommendations to the Employer for the improvement of Health & Safety of workers.
- 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 members to act as certified representatives where required.

21.04 The Region will provide a leave of absence, with pay, totalling eight (8) days per year for union members to obtain safety training.

### Article 22 - Clothing

22.01a) The employees set out in this Article shall select their clothing issue as per the Regional Clothing Request Form 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 points allowed for their position in any one calendar year.

Dispatcher (Transportation)	171 points
Inspector, Customer Service	180 points
Survey Technician I	180 points
Survey Technician	180 points
Environmental Officer II	180 points
Technician I - construction	148 points
Technician Voice Radio System	148 points
Customer Service Coord.	124 points
Program Asst (Corp Pub)	124 points
Program Technician	124 points
Publishing Technician	124 points

b) Survey Technician I,  
Survey Technician,  
Environmental Officer II:

Average cost of a shirt X4, plus the average cost of 2 pair of pants X3, plus the cost of a parka/2, plus the cost of a jacket/2 = total points allowed



Technician I (Construction)

Technician Voice Radio System:

Average cost of a shirt X3, plus average cost of 2 pair of pants X1, plus the cost of a parka/2, plus the cost of a jacket/2 = total points allowed

Customer Service Coordinator,

Publishing Technician,

Program Technician:

Cost of 1 shop coat/3, plus the average cost of a shirt X3, plus the average cost of 1 pair of pants X3 = total points allowed

- c) 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.
  - d) Survey Technicians, Survey Technician 1, Environmental Officer II and the Technician I - Construction shall be supplied with safety boots and/or sorrel type boots as deemed appropriate by their supervisors to a maximum of 2 boot chits in any one calendar year.
  - e) The Customer Service Coordinator, Publishing Technician and Program Technician 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.
- 22.02a) Laboratory Technologists and Laboratory Technicians will be supplied with three (3) lab 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/sorrel type safety boots as deemed appropriate by their immediate supervisor to a maximum of two (2) boot chits in one calendar year.

22.03 Municipal Law Enforcement 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 when its use is required.
- 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.

22.06a) 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

### 23.01 Employee Benefit Program

- a) 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.

- 23.01b) 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:

- i) An employee on maternity leave to a maximum of twenty-six (26) weeks,

- ii) An employee on parental leave, to a maximum of thirty-seven (37) weeks,
- iii) An employee on adoption leave in accordance with 17.04 c), to a maximum of seventeen (17) 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-six (36) 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.

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.

c) <u>Major Eligible Expenses Include:</u>	<u>Limits</u>
Vision care	<b>\$450.00 every 2 consecutive calendar years; (\$475.00 effective July 1, 2011; and \$500.00 effective July 1, 2012).</b>

Laser eye surgery is included in the overall vision maximums.

Semi-private hospital room

Out of Province emergency medical insurance

Supplementary health care:

massage therapy	20 visits per calendar year
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chiropractor, osteopath, naturopath, podiatrist	\$300/year each discipline
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psychologist	\$850/calendar year
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NOTE: The above services must be provided by registered practitioners

As Prescribed by a Physician:

Prescription drugs - Employees will be issued Pay Direct cards for the purchase of prescription drugs covered by the present policy. The parties agree to the automatic substitution of generic prescription drugs for brand name prescription drugs where generic substitution are available.

Reimbursement of the dispensing fee is limited to \$10.99 per prescription

Private duty nursing \$25,000/calendar year

Physiotherapist

speech language pathologist \$250/calendar year

lab and x-ray exams

wigs - chemo/radiation therapy \$1,000.00 every five (5) years

alopecia and other hair loss \$350.00/ calendar year

conditions excluding pattern baldness

trusses, braces, crutches, etc. \$350/ calendar year

blood, plasma, oxygen

Rental of iron lung, hospital bed,

wheelchair, artificial eyes, limbs, ambulance

As Prescribed by an Otolaryngologist:

Hearing aids \$2,000/ear/3 years effective August 1, 2007

Audiology (hearing) test \$75.00 every two (2) years

As Prescribed by a Podiatrist or Physician:

orthopaedic shoes \$150/calendar year

d) Extended Health Care Plan

e) Benefit coverage is continued for spouse of deceased employee for twenty-four (24) months.

- f) Deductibles of ten (\$10.00) dollars single and twenty (\$20.00) dollars family will apply, with 100% being paid after the deductible is satisfied. Human Resources Development Canada (formerly the Unemployment Insurance Commission) allows the employer a credit against Employment Insurance premiums because of the Region's sick leave plan, and it has been agreed that this credit, as it applies to employees in this Union, is to be used to delete the deductibles of \$10.00 and \$20.00 for the Extended Health Care Plan, while the credit continues to be received.

23.03 Long Term Disability Plan

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.

**Should an employee approved for or in receipt of LTD exhaust all of their sick leave credits while serving the required waiting period for L.T.D benefits, they shall be given an advance of fifty six (56) hours of sick leave credits upon their return to work.**

23.04 Dental Plan

- a) The Region will provide a basic dental plan through a carrier of the Region's choice, which is at least equivalent to the current plan.
- 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 (effective January 1, 2007 - \$4000.00) in any one calendar 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.

23.05 Accidental Death and Dismemberment Insurance

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

23.06 Sick Leave Plan

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

It is further agreed that 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.

- b) Service does not include unpaid leave of absence exceeding thirty (30) calendar days. Absences due to maternity, parental or adoption 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) Permanent full-time employees hired prior to September 12, 2002 shall, upon termination due to death or retirement, or on termination for any other cause after five (5) years service, one half (1/2) the employee's unpaid credits are paid 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 recognized 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.

#### 23.07 Employee's Pension Plan

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 provided 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 Early Retiree Benefits-OMERS Retirement Windows

Permanent full-time employees who voluntarily elect early retirement, and are over 55 or elect an unreduced pension are eligible for all benefits with the exception of LTD until the end of the month following the employee's 65<sup>th</sup> birthday, 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.

### 23.09 Prescription Safety Eye Glasses

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

- a) Where documented medical requirement in writing from an optometrist 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.
- iv) The program will be co-ordinated by Human Resources.

23.10 Employees age 65 and older are eligible to receive:

- 1) extended health, dental benefits
- 2) life insurance to a maximum of \$10, 000

- 3) OMERS contributions are in accordance with OMERS legislation
- 4) Receipt of WSIB benefits are in accordance with WSIB legislation

Employees age 65 and older are not eligible for LTD.

#### 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 - Salaries/Wages - Car Allowances

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

26.02 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.

26.03 Authorized employees who use their personal automobile for the performance of their duties or who are required by the Region to have a personal automobile for the performance of their duties will receive forty-five cents (\$0.45) for each authorized kilometre effective July 1, 2007; forty-eight (\$.48) cents

effective July 1, 2009. Upon mutual ratification, the mileage shall be in accordance with the Regional policy, or the collective agreement, whichever is higher.

26.04 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.

#### 26.05 Professional Fees

The Region agrees to reimburse the cost of professional memberships or professional fees where the membership is a requirement of the position as determined by management and specified in the job description.

### Article 27 Travel Time

**27.01 When employees are required to work in locations other than their home work location at the beginning or end of the work day, the following shall apply:**

- **only travel time which exceeds the employee's regular driving time to or from their home and their regular work location, and which results in the employee exceeding their normal hours for the day will be eligible for additional compensation at the applicable overtime rate**
- **incremental time will be calculated based on the fastest MapQuest time or recognized equivalent source**

Article 28 - Federal and/or Provincial Job Creation Projects,  
Employment Development Programs, or Other Such  
Programs

- 28.01** 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” Special Notes.
- 28.02** No job creation programs will be introduced in a department while any employees in the bargaining unit, within the department, are on lay-off.
- 28.03** 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 29 – Workplace Safety and Insurance Benefits

- 29.01** An employee receiving Workplace Safety and Insurance Benefits shall accumulate seniority and be entitled to all benefits of this agreement subject to the provisions of Article 23.
- 29.02** The Region agrees that an employee who is injured while working, 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 capabilities of the injured employee, based on their medical documentation, and the work available.
- 29.03** The Region agrees to supply the Union with a copy of the Workplace Safety and Insurance Board's Form 7.
- 29.04** 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. Workplace Safety and Insurance Board payments shall be reimbursed to the sick leave plan if the Region receives the Workplace Safety and Insurance Board payments when the claim is approved.
- 29.05** Where employees are absent and in receipt of Workplace Safety and Insurance Board 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.

- 29.06** The Region undertakes to notify injured employees when their sick leave credits are nearing exhaustion and the Region will inform the Workplace Safety and Insurance Board to redirect the compensation payments to the employee.

### Article 30 - Technological Change

- 30.01** 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.

- 30.02** 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 sixty (60) days in advance of the introduction of the change the Region shall provide the Union with an outline of the change.

- 30.03** The notice and outline in 29.02 shall be given in writing and shall include the nature of the change, the date of the proposed change, and the approximate number and location of the employees likely to be affected.

**30.04** The parties shall meet to discuss the following options, for any employee who is negatively affected by technological change as defined in 29.01 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 necessary skills, qualifications, abilities and competence to perform the work available without training other than familiarization of no longer than ten (10) 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 two hundred (200) 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.

**30.05** 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 31 - Performance Development Program

**31.01** The Performance Development Program provides a framework for ongoing communication between employees and their supervisors regarding the employees' job performance and satisfaction. Performance development plans will be used for employee development purposes only. Performance development plans shall not be used by the Region to adversely affect the employees promotional opportunities or as the basis of discipline.

- 31.02** Performance Development Plans will be conducted on a regular predetermined schedule. The performance development 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 Development Plan meeting.
- 31.03** The criteria used to evaluate an employee's performance in the Performance Development Plan 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 Development Plan shall not be the primary factor considered in determining which employees shall be given training opportunities.
- 31.04** The Performance Improvement Plan (PIP) is designed to define the performance gap, develop a plan of action and to measure the success. It is used for employees who have a gap in their performance that is ability related and is not a disciplinary process. The focus is to recover the employee and sustain improved performance. The employee is counselled, offered reasonable assistance and given a reasonable opportunity to improve their performance.
- 31.05** The employee shall be given a copy of any Performance Development Plan or Performance Improvement Plan before it is placed in their file. With the employee's consent a copy of the Performance Improvement Plan will be provided to the union. The employee shall have the right to respond in writing to the Performance Development Plan or Performance

Improvement Plan and such response shall form part of the employee's file.

**31.06** A union representative will be present at any Performance Improvement Plan meetings where a representative from Labour Relations is in attendance.

Article 32 - Miscellaneous

**32.01** The Region agrees that one copy of all Committee and Council meeting agendas and attached documents released to the public will be forwarded to the Recording Secretary of the Union by the Regional Clerks Division at the same time they are delivered to members of Committee or Council. This will be provided at no cost to the Union.

Article 33 - Term of Agreement

**33.01** This Agreement shall become effective as of the first day of July 1, **2010** and shall remain in force until the thirtieth day of June 30, **2013** 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 7<sup>th</sup> day of December, 2010, at Kitchener, Ontario.

The Canadian Union of  
Public Employees, Local 1883

The Regional  
Municipality of Waterloo

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

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

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

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

Committee Member

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Committee Member

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Committee Member

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Committee Member

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National Representative

Commissioner, Human  
Resources

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Director,  
Employee Relations







































NOTE: \*\* For jobs regularly scheduled 37.5 hours per week, the annual salary shall be calculated by multiplying the regular rate by 1950.

\* For jobs regularly scheduled 40 hours per week, the annual salary shall be calculated by multiplying the regular rate by 2080.

Cook (Child Care) works 6 hours per day, 30 hours per week.



## APPENDIX “A” CONTINUED Special Notes

1. When an employee is successful to a job posting in a higher classification, the employee will be placed at the salary grid step of the new classification that is at least four (4)% more than they were making in their previous position. If during the first year the employee would have moved to a grid step in the previous position that would pay more than they are currently making in the higher classification, then they will move to the next step of the higher classification on their previous anniversary date. Under no circumstances will an employee receive more than the maximum rate in the higher classification.
  
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”

## 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 Canada Customs and Revenue Agency (Taxation) regulations, in particular Part LXVIII as amended.

The Policy modifications are deemed to be as follows:

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

of the first taxation year that commences after the deferral period.

4. Throughout the period of the leave of absence, the employee does not receive any salary or wages from the Employer, or any other person or partnership with whom the Employer does not deal “at arm’s length”, other than the amounts of salary that was deferred or reasonable fringe benefits paid by the Employer.
5. Throughout the period of the leave, the employee is not to be employed elsewhere 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 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 the OMERS Act and Regulations.
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. This period commences from the employee’s expected return to work.
5. That any pertinent federal or provincial legislation which comes into effect hereafter shall be adhered to by the parties as of the date said regulations receive Royal Assent.

Renewed at Kitchener this 28<sup>th</sup> day of June, 2007.

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 ranging from a minimum of either six (6) months up to a maximum of twelve (12) months, and to finance the leave through deferral of salary for the appropriate period. The following terms and conditions will apply:

1. Eligibility

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

2. Length of Leaves-Salary/Wage Deferral

2.1 Employees may apply for a salary deferral from a minimum of 20% to a maximum of 33 ½% of normal salary/wages received.

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

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

3. Funding Deposits and Interest

- i) Deferred funds will be deposited into an interest bearing account in the bank normally used by the Region, and the Region will maintain a record of funds and interest for each individual employee approved for prepaid leave.
- ii) The total amount of accumulated salary/wage deferral funds will be paid to the employee in bi-weekly payments as appropriate for the approved period of the leave. In keeping with federal regulations the amount in respect of interest that may reasonably be considered to have accrued to or for employees to the end of the taxation year, shall be paid on an annual basis as required by Canada Customs and Revenue Agency.
- iii) Federal regulations also require that all amounts held for employees, must be paid to employees "no later than the end of the first taxation year that commences after the deferral period."

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

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

#### 4. Application and Approval

- i) Employees must complete and sign a special Human Resources form and give it to their Divisional Director at least three (3) full months prior to the start date of the salary deferral.
- ii) The Divisional Director will then forward the application to the Commissioner, Human Resources, Chief Administrative Officer and Administration & Finance Committee in that order, for their approval.
- iii) The application will be returned to the employee after suitable approvals have been obtained. If not being approved, the employee will be given the reason in writing by the individual at the level responsible for not approving.
- iv) At least twelve (12) months must elapse before an employee can be approved for any subsequent prepaid leave.

#### 5. Commencement of Leave

Prepaid leaves must commence immediately upon the cessation of the salary/wage deferral period.

#### 6. Health/Welfare Benefits

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

subject to our carrier's regulations, immediately upon returning to duties following cessation of the leave period.

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

FOOTNOTE: Arrangements for on-going payment of premiums by the employee must be made and maintained as per the arrangements agreed to with the Human Resources Department, or else all benefits being paid for will be immediately lost and reinstatement will be according to our carrier's regulations upon the employee's return to regular duties. Contributions to the Regionally sponsored Group RRSP during the period of deferment are made based on the gross earnings before any deferral amounts are withheld. Employees can make up the difference during the leave period through lump sum payments.



## 7. Withdrawal From the Plan

### 7.1 Prior to Leave Commencing

- i) Once salary deferral has commenced, employees can only withdraw from the plan under exceptional circumstances such as severe financial hardship etc.
- ii) To withdraw from the plan, the employee must make a request in writing to their Department Head, giving reasons etc., at least four (4) months prior to the scheduled start date of the leave. The Department Head will send the request to the Commissioner, Human Resources, with any additional comments attached.
- iii) Regardless of the length of time that salary deferrals have been made, the employee withdrawing from the plan will receive payment of accrued funds plus that year's interest, in a lump sum.
- iv) If an employee is laid off during the salary deferral period, the employee will be required to immediately withdraw from the plan and accrued salary plus that year's interest will be paid in a lump sum to the employee.
- v) Should death occur to the employee during the salary deferral period, all accrued funds plus that year's interest will be paid to the estate of the employee in a lump sum.

### 7.2 After Leave Has Commenced

- i) Once the prepaid leave period off work has commenced, it cannot be cancelled by the employee, and must run through to its conclusion.
- ii) Should the employee terminate employment, retire etc. during the leave, normal termination/retirement procedures will be

followed, and any accrued funds remaining will be given to the employee in a lump sum.

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

The Region will ensure compliance with the foregoing.

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

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

- vii) Employees on leave will not be able to obtain any monetary withdrawal from their sick leave credits should they be ill or otherwise incapacitated during the leave period.
- viii) Should an employee require maternity, parental, and/or adoption leave such that these leaves as provided in the appropriate collective agreement or HR policy, would go beyond the scheduled date to return from the prepaid leave, it is up to the employee to apply for the period of leave that covers the period left remaining of the leave (i.e. the period between the normal return to duty date from prepaid leave, and the end of the maternity/parental/adoption leave), in which case, the terms and conditions specific to maternity/parental/adoption leaves in this Collective Agreement will apply.
- ix) Should an employee become ill during the period on prepaid leave, such that the employee cannot return to duty on the scheduled return date, it is up to the employee to get appropriate medical certification to their supervisor within three (3) working days of their scheduled return date, or else the "termination if absent from work without a reasonable excuse clause in the appropriate collective agreement or HR policy, will apply.

9. Return to Duties

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

of the leave. If the position for whatever reason is no longer available, the employee must bump another less senior employee in the union whose job they can immediately commence performing, and in accordance with the seniority regulations currently in the applicable collective agreement or H.R. policy.

No 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), Canada Customs and Revenue Agency (Income Tax), Employment Insurance, Workplace Safety and Insurance Board, etc. The responsibility lies solely with the employee.
- ii) CPP contributions and Income Tax are deducted from the employee's pay during the period of deferment, based on the percent of the salary being paid (66 2/3% to 80%). EIC deductions are based on 100% of the salary before the salary deferral is deducted. During the period of leave, no deductions for EIC are made.

Payment of Employee Health Tax is based on the lesser salary for the period of leave.

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

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

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

- iv) W.S.I.B. 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.

## APPENDIX "C"

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 will 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, but will not be withheld unreasonably. For clarity, a reluctance to deal with the extra administrative work associated with employing two people for one job shall not be considered a justifiable reason for not agreeing to a job share proposal. 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.
  - a) Subject to Management's discretion of approval in paragraph two above, all new job share arrangements shall be subject to a five (5) month trial period to assess the operational viability and compatibility of the job sharers.
  - b) During this trial period should either of the incumbents wish to return to their previous full-time position, or should the Region wish to end the job share as per 3 a) above, then the job share shall end and the incumbents in the job share shall return to their previous positions. Any other employee promoted or transferred as a result of the creation of the job share position, shall be returned to their former position without loss of seniority.
  - c) In the event that an employee is returned to their former position held during the trial period, and such position 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.

- d) 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.
  - e) If the Region identifies the need to end an existing job share arrangement the Region will provide the job share employees in the position and the union with six (6) months notice. No job share arrangement will be terminated arbitrarily. The Region agrees to meet with the union to discuss any proposed terminated job share arrangements and the treatment of the job share employees.
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 or sixty-one (61) weeks for employees filling in for

maternity leaves, 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. If the remaining job sharer does not wish to revert to full-time status and the Region determines that the job share arrangement is still operationally viable, the resulting job sharing vacancy will be posted. If there is not a successful applicant, or the Region determines that the job share is no longer operationally viable, 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. Otherwise, the full-time position must be posted in accordance with the terms of the Collective Agreement. Employees hired externally from a job share posting shall be required to work for a minimum of eighteen (18) months in the job share position before being permitted to apply for full-time positions.
  - 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 and Definitions

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.

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

## 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 permanent full time employees set out in the Collective Agreement. While it is understood that job sharers are considered permanent full time employees, they must apply for postings to alter their status from job share to full time (except as per article 7 (a) above).

#### 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 overtime 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 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).

Article 28 - Salaries/Wages - Car Allowance

28.03 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.

Renewed at Waterloo this 30<sup>th</sup> day of May, 2007

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Wayne Brabazon

Heather Larmour

Marc Xuereb

Lee Ann Wetzel

Annette Smith

Sharen Robinson

Linda Thurston-Neeley

John Cicuttin

Jan Richards

Anne Schlorff

Val Inglis

Sheila Goldsworthy

Diana Brookes

#1

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

# THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

## RE: Union Leave for Executive Members, Miscellaneous

### Part 1

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

1. During normal working hours the Executive Members are 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 Executive Members are 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 Executive Members are available. CUPE must inform management which executive members are using the leave and their leave schedule. This schedule may be changed every six months with two months written notice to the Employer.
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.

Renewed at Kitchener, Ontario this 19<sup>th</sup> day of May, 2010.

For the Canadian Union of  
Public Employees, Local 1883

Marc Xuereb  
Valerie McGlynn

For the Regional Municipality  
of Waterloo

Heather Larmour  
Anne Schlorff

Tracey Gooch

Don Beitz

Jill Smyth

Diana Brookes

Jan Richards

Sheila Goldsworthy

Terry Lanis

Lee Ann Wetzel

Ann Marie Hagey

Lenore Drahushchak

Jennifer Murdoch

#2

LETTER OF UNDERSTANDING

-between-

THE REGIONAL MUNICIPALITY OF WATERLOO

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883



Re: Joint Health & Safety Committees/Core Committee

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	- 2 representatives
Regina Street	- 3 representatives
Administration	- 4 representatives
Landfill	- 2 representatives
Laboratory	- 4 representatives
235 King Street East	- 3 representatives
Doon Heritage	- 1 representative
<b>50 Queen Street</b>	<b>- 1 representative</b>

2. The CUPE Local 1883 Committee representatives 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 Core Committee will meet once per year or more often if required and will be comprised of the Co-chairs **or designate** of the Joint Health & Safety Committee throughout the Region.

Renewed at Kitchener, Ontario this 7<sup>th</sup> day of December, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Heather Larmour  
Anne Schlorff  
Don Beitz

Jill Smyth  
Jan Richards  
Terry Lanis  
Ann Marie Hagey

Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel  
Lenore Drahushchak  
Jennifer Murdoch

#3

## LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Occupational Health and Safety Act

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.

Renewed at Kitchener, Ontario this 16<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Heather Larmour  
Anne Schlorff  
Don Beitz

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Jan Richards  
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Ann Marie Hagey

Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel  
Lenore Drahushchak  
Jennifer Murdoch

Letter #4

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Ontario Works

The parties recognize that the Region of Waterloo's "Ontario Works **Service 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 "Ontario Works" 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.

Amended at Waterloo this 20<sup>th</sup> day of May, 2010

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Heather Larmour  
Anne Schlorff  
Don Beitz

Jill Smyth  
Jan Richards  
Terry Lanis  
Ann Marie Hagey

Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel  
Lenore Drahushchak  
Jennifer Murdoch

Letter #5

LETTER OF UNDERSTANDING

- between -

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

RE: Flexible Hours of Work

The parties to the Collective Agreement hereby agree to a system of flexible hours of work as set out herein, which may result in enhanced or extended regional services but at a minimum will result in no disruption to normal service required by the Region.

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 flex time arrangement is not satisfactory, the immediate supervisor **shall provide an explanation to the affected employee prior to initiating** 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 ½ hours, (in ¼ hour increments wherever possible) except as provided herein. The lunch break must be at least ½ 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 require an employee to be available as late as –7:00 p.m. that employee may opt to begin their day as late as 11:00 a.m. In these situations only the core day is from 11:00 a.m. to 5:00 p.m.

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. Employees asked to abandon their flex time routines for vacation or sickness must be given reasonable notice, which shall be a minimum of forty eight (48) hours, or shorter time period if mutually agreeable.

Cooperation of employees and management will be essential at those times.

7. In any determination of available staff for flextime purposes, staff in accommodation and return to work situations will not be included in the count of a team.

8. Where possible and with no additional financial cost, the Employer will review the team training sessions with a view to adjusting the schedule (alternating morning/afternoon) to mitigate the impact on individual flextime schedules. Staff will attend their team training and team meetings as scheduled.

9. The Union acknowledges that approval of vacation times may result in the temporary alteration of flextime schedules; and further, that training opportunities may be limited as a result.

Renewed in Kitchener, Ontario this 29<sup>th</sup> day of September, 2010.

For the Canadian Union of  
Public Employees, Local 1883

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Jill Smyth  
Jan Richards  
Terry Lanis  
Ann Marie Hagey

For the Regional Municipality  
of Waterloo

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Jennifer Murdoch



THE MAINTENANCE PROCESS  
FOR THE JOB EVALUATION/PAY EQUITY PLAN

Composition of the Maintenance Review Rating Committee:

- a) A non-voting chairperson who shall be the Director, Employee Relations, or another person knowledgeable in job evaluation who is acceptable to both parties.
- b) Three members of the Union, 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. **The parties agree to schedule meetings on a regular basis to facilitate the efficient and timely processing of job evaluations.**
- 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, Director, Employee Services and Systems, and the Commissioner, 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 management.

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 Union Joint Co-Chair.
- d) Following the eligibility determination of a job, the Maintenance Review Rating Committee shall interview the applicants conjointly with his/her 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 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) 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 a job is identified as being "out of schedule" any 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 Commissioner, Human Resources, with a copy to the Secretary of Local 1883.
- g) The Commissioner , 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 JOB EVALUATION COMMITTEE

The following rules will apply to the Maintenance Review Rating 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 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 Maintenance Review 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 Maintenance Review Rating Committee shall submit their recommendations for any amendments to the Union Executive and the Commissioner, Human Resources for possible amendment.

### GENERAL RULES FOR COMMITTEE MEMBERS

1. A member may not sit on the Committee **if** a member is in a position to benefit personally or operationally from the results of an evaluation.
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 **is** being reviewed.
3. All proceedings of all committees shall be recorded and the results agreed upon, in writing by the parties.
4. All reports to the Commissioner, Human Resources shall be signed by the committee co-chairs.
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 Commissioner, Human Resources 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.

Renewed in Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Jill Smyth  
Jan Richards  
Terry Lanis  
Ann Marie Hagey

For the Regional Municipality  
of Waterloo

Heather Larmour  
Anne Schlorff  
Don Beitz

Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel  
Lenore Drahushchak  
Jennifer Murdoch

Letter #7

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

Re: JE/Pay Equity and Mtce Process Agreement

The parties agree to meet for the purpose of reviewing the existing Job Evaluation/Pay Equity Plan and Maintenance Process **in order to discuss** concerns with the current plan/process. **The Parties must be in agreement** on any recommended amendments, modifications or changes to the plan/**process as well as the implementation date of any changes.**

Renewed in Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

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Lenore Drahushchak  
Jennifer Murdoch

Letter #8

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

Re: Workplace Safety and Insurance Board Compensation

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 28.05. 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.

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

Renewed at Kitchener, Ontario this 19<sup>th</sup> day of May, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
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Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel



Ann Marie Hagey

Lenore Drahushchak

Jennifer Murdoch

Letter #9

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Job Differential

Employees who are temporarily assigned to perform a supervisor's normal duties of assigning, delegating, co-ordinating and overseeing the work to be performed, in addition to their own duties, will be paid a pay differential of 7.5% on their rate of pay for the duration of the assignment.

Renewed at Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb

Heather Larmour

Valerie McGlynn

Anne Schlorff

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Lenore Drahushchak

Jennifer Murdoch

Letter #10

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Merger, Amalgamation and Contracting Out

Contracting Out

Should the Region consider making a recommendation to any committee of Council to contract out a service which has not been previously contracted out or performed by employees covered by this collective agreement and where such work or services could be performed by employees in the bargaining unit, the Region will give the Union thirty (30) days advance written notice. The purpose of this written notice to the Union is for the purpose of reviewing the reasons for the recommendation and for reviewing possible alternative options.

Merger and Amalgamation

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

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

The Region will make best efforts to work with the Human Resources departments of all affected municipalities to reduce adverse organizational and administrative impact to the greatest extent possible on affected

employees. The Region will ensure that the Union is informed of its best efforts on a regular basis.

In the event an employee in this bargaining unit in the Region of Waterloo is displaced (ie: laid-off) as a result of an amalgamation or merger, the individual shall have the following options:

- i) placement in any vacant position within the bargaining unit for which the employee possesses the skills and ability.
- ii) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a ten (10) working day orientation period. Employees shall be allowed to bump to a higher paid classification.
- iii) training, at the Region's expense, for a period of time not to exceed 500 hours over a six (6) month period, to provide the employee with the skills required to fill an existing vacancy of equal or lesser classification. This training option will remain available for twelve (12) months following the day of lay off.

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

Renewed at Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
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Letter # 11

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

RE: Voluntary Exit Option (V.E.O.)

WHEREAS the Council of the Regional Municipality of Waterloo has approved a Redeployment Strategy for unionized full-time and part-time permanent employees who are declared surplus as a result of their position being declared redundant,

AND WHEREAS, the parties acknowledge that such redundancies may occur through such things as the Corporate Effectiveness Review (**CER**), Re-organization of Programs, Federal and Provincial budget cuts, Strategic Planning Initiatives, or for other reasons.

THEREFORE, the parties hereto agree as follows:

ARTICLE 1 – SCOPE

1.01 To the extent that this Agreement conflicts with the terms of any of the existing Collective Agreements between the parties, the terms of this Agreement shall prevail over the terms of the Collective agreement (unless otherwise specified), for as long as this Agreement shall remain in effect.

ARTICLE 2 – GENERAL

2.01 That the respective union can appoint one representative to the CER Program Team or similar committee. In addition, the Employer can request program staff to participate on a CER Program Team.

2.02 The Employer will endeavour to secure participation of Region of

## Waterloo Employees in the Federal Workforce Reduction Program.

- 2.03 Every effort shall be made by the parties to mitigate adverse effects on bargaining unit members who are declared surplus as a result of their position being declared redundant through the Corporate Effectiveness Review, Re-organization of Programs, Federal and Provincial budget cuts, Strategic Planning Initiatives, or for other reasons.
- 2.04 When the Region is considering making changes which may result in a position being declared surplus or redundant, the Region shall notify the respective Union as far as possible in advance of its intentions and plans, but not less than the time provided for in the respective Collective Agreements, for the purpose of giving the Union an opportunity to have input with regard to these matters prior to implementation. The notification shall include the nature of the change, the date of the proposed change, the position, and the approximate number of employees likely to be affected. This information will be updated as the plans are refined.
- 2.05 All pertinent data, including seniority lists and job descriptions, shall be provided by the Employer to the Unions. As well as new job descriptions, if applicable.
- 2.06 The parties agree to develop a standard letter outlining the Voluntary Exit Option (V.E.O.) which will be given to each affected employee.

## ARTICLE 3 - VOLUNTARY EXIT OPTION (V.E.O.)

- 3.01 Prior to issuing a notice of a permanent or long-term layoff, which will result in a permanent or long-term layoff, which will result in a permanent employee losing employment, due to such employee being declared surplus or redundant, the Employer will offer Voluntary Exit Options (V.E.O.) to permanent employees. These offers will be made in writing to all permanent employees in the affected job classification within the bargaining unit.

**Employees, who have been hired for a fixed term of not more than (2) two years, (or longer if the parties mutually agree to extend the period) and have not acquired a permanent position shall be offered a Nomad V.E.O Option when the position ends as outlined in Article 4 and therefore Article 3 does not apply to these employees.**

For purposes of clarification the parties agree that no temporary employees (as defined in the respective collective agreements) in a job classification will continue to be employed while any permanent employees are on lay-off.

3.02 The maximum number of employees who can participate in the V.E.O. within the affected job classification must be equivalent to the number of employees within the affected job classification who would otherwise receive notice of layoff. All employees will receive the offer of V.E.O. simultaneously. These employees shall advise the Employer of their decision whether or not to elect a V.E.O. within **one week** of being advised of the offer. If the response exceeds the number required then seniority will prevail in the following sequence:

- (a) within the affected job classification within the division
- (b) within the affected job classification within the dept.
- (c) within the affected job classification in other depts.

\* affected job classifications will include similar job classifications where feasible. (eg. Clerk III (Home Child Care) vs. Clerk III (Day Care)).

All remaining employees in the affected job classification will be reassigned based on seniority and as required within the job classification.

3.03 An employee who accepts the V.E.O. shall have the option of receiving a payment in the form of a lump sum or salary continuance, upon relinquishing all recall rights. This payment shall equal one

months' income for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of 12 months of income. In addition, an employee between the ages of 55 and 65 shall receive a lump sum payment of \$3,000.00.

A weeks' income is defined as per Schedule 'A' or Appendix 'A' in the applicable Collective Agreement.

- 3.04 Extended Health, Dental and Life Insurance Plans will continue to cover employees who choose the salary continuance payment, for a period of time equal to the time represented by the payment, but employees will not be entitled to long term disability (LTD), **vacation** or sick leave benefits during this time.

Employees between the ages of 55 and 65 who elect a V.E.O. and who prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefit coverage as per the respective collective agreement.

- 3.05 Where an employee accepts the V.E.O. and, on production of receipts from an approved educational program within twelve (12) months of leaving the Region, they may be reimbursed for 100% of tuition fees up to a maximum of **\$3000.00**.
- 3.06 Counselling regarding the V.E.O. options and implications will be made available to any employee requesting same.

#### **ARTICLE 4 – NOMAD V.E.O**

- 4.01 Incumbent(s) who have been hired for not more than (2) two years (or the term agreed to by the parties) and who accept the nomad V.E.O shall have the option of receiving a payment in the form of a lump sum or salary continuance, upon relinquishing all recall rights. This payment shall equal two weeks' income for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of (4) four weeks of income**



**or greater depending on the term. In addition, an employee between the ages of 55 and 65 shall receive a lump sum payment of \$1,000.00.**

**4.02 These employees shall advise the Employer of their decision whether or not to elect a Nomad V.E.O. within one week of being advised of the offer.**

**4.03 Extended Health, Dental and Life Insurance Plans will continue to cover employees who choose the salary continuance payment, for a period of time equal to the time represented by the payment, but employees will not be entitled to long term disability (LTD), vacation or sick leave benefits during this time. Employees between the ages of 55 and 65 who elect a V.E.O. and who prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefit coverage as per the respective collective agreement.**

**4.04 Counselling regarding the Nomad V.E.O. options and implications will be made available to any employee requesting same.**

**4.05 Employees who do not elect the Nomad V.E.O option shall receive notice of lay-off in accordance with the collective agreement.**

## **ARTICLE 5 – COMMUNICATION**

**5.01 As outlined in Article 2.02 of this Agreement, the Communication regarding job redundancies will occur with the union executive. Senior representative of the Region will meet with the union coalition to share relevant information. Due to the internal process involved in developing and approving action plans in response to this information, the sharing of this information may, on occasion, need to be done in a confidential manner.**

## **ARTICLE 6 - DISPUTE RESOLUTION PROCESS**

6.01 Dispute which arise regarding the interpretation or general application of this Agreement, will be processed as follows:

- (a) The union/complainant must set out all the particulars related to the dispute in writing and deliver it to the Director of Employee Relations within seven (7) calendar days of the circumstances occurring which gave rise to the complaint.
- (b) The Director of Employee Relations must meet with the complainant and the respective Grievance Committee within seven (7) calendar days of receipt of the written complaint to resolve the issue.
- (c) If the meeting fails to produce a resolution to the complaint, satisfactory to all involved parties, the union representing the complainant has seven (7) calendar days to request arbitration and advise the parties in writing.
- (d) A sole Arbitrator will be selected from a list of three (3) arbitrators agreed upon by the parties to resolve any disputes pertaining to the interpretation or general application of this Agreement.
- (e) The Arbitrator will be a "Mediator-Arbitrator" and must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- (f) Arbitration will take place within the frame work of the Ontario Labour Relations Act. The Arbitrator shall not have any power to alter, modify, amend or change any of the 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.

- (g) The fees and expenses of the Arbitrator shall be divided equally among the participating parties.

## ARTICLE 7 - TERM OF AGREEMENT

7.01 This Agreement shall commence on the date hereof, and shall remain in effect, unless either party gives sixty (60) calendar days notice in writing to the other party of its desire to terminate, revise or amend this Agreement. However, it is understood that this term may be extended for a further period by agreement of the parties.

Amended at Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

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Jennifer Murdoch

Letter #12

LETTER OF UNDERSTANDING  
- between -

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

Re: Compressed Work Week

The parties shall **maintain** a compressed work week standing committee which will develop the terms of reference and consider proposals to establish compressed work weeks in different work units. The committee shall be comprised of a maximum of four (4) representatives of the union and equal representation from the employer. **A representative from each party from the area making the request will be consulted if required.**

The parties agree that any compressed work week request must meet the following objectives:

- a) To enhance and extend Services provided by the Region of Waterloo to the community; or
- b) To enhance job productivity and meet the needs and demands of the programs;  
and
- c) To enhance employee quality of life and/or job satisfaction.

The parties to this agreement understand that compressed work week arrangements may not be feasible in all program areas and for all assignments. **The Committee will consider supervisor approved proposals. Decisions to** implement compressed work week arrangements require the agreement of both parties. **CWW proposals which were not approved by the supervisor will be forwarded to Human Resources for statistical purposes only.** Attendance and performance issues will be a consideration when determining a compressed work week arrangement. In general, requests initiated by probationary employees or new requests from temporary employees will not be considered.

The parties agree service to the public must continue without disruption **and the parties also agree that proposals will be considered and**

**applied in the spirit of collaboration, flexibility and accountability in keeping with Regional values.**

The parties understand supervisors are not required to be present during additional hours while staff are working or while providing direct customer service.

If the committee reaches agreement on a compressed work week arrangement, a trial period of twelve (12) months shall be established during which either the employer or the union may cancel the new arrangement by providing four (4) weeks written notice. Prior to completion of the trial period, the committee will review existing arrangements to determine ongoing feasibility.

At any point either the Employer or the initial compressed work week employee participating in the compressed work week schedule **requested by an employee** may cancel the arrangement with four (4) weeks written notice.

**The Employer has the right to deem any vacant position as requiring a CWW schedule. Alternatively, if there is a position with a current incumbent(s) and the incumbent(s) are in agreement, the Employer has the right to deem the position(s) as having a CWW schedule. Only the Employer has the ability to cancel these types of CWW arrangements with four (4) weeks written notice.**

The parties agree that any compressed work week arrangements agreed to by the committee must meet the following criteria:

1. A compressed work week arrangement must fall within the hours of 7:30 a.m. to 9:00 p.m., Monday to Thursday, and 7:30 a.m. to 6:00 p.m. Friday **and within a pay period**. For the purposes of compressed work week arrangements, the normal work day as per Article 18 will be considered to be the hours of work scheduled for any given day.

2. Approval of compressed work week arrangements will be considered after the approval of flex time arrangements. A balance between early and late hours may be a consideration when determining approvals.

## **NEUTRAL IMPACT APPROVALS**

**The committee may approve requests that have a neutral impact on job productivity and citizen service levels.**

**The maximum number of neutral applications approved in any one work area shall be at the Director's discretion. A maximum of twenty five (25) neutral applications in the bargaining unit can be in effect at one time.** The committee may, in specific circumstances, **consider requests in excess of the twenty five (25)** that have a neutral impact.

**Those CWW arrangements that benefit the Region take priority over neutral applications for choice of days off. For neutral CWW applications Tuesday Wednesday and Thursday as choice of days off will receive preference; Monday and Friday may be considered if they do not impact operational needs.**

**Where there are multiple competing applications in the same work area seniority will be the determining factor.**

3. Unless otherwise approved by their manager, employees will not be permitted to work more than the normally scheduled seventy (70) hours in a pay period. Employees may work a maximum of ten (10) hours per day and forty-four (44) hours per week.

4. Weekly and biweekly schedules established under a compressed work week arrangement must be consistent **on a weekly or bi-weekly basis. Longer days must be extended by a minimum of one hour.** For example, an acceptable schedule could include an employee working three 9 hour shifts and one 8 hour shift with one day off, or two 10 hour

shifts, one 8 hour shift and one 7 hour shift with one day off. Subsequent requests from an employee or a supervisor to change the compressed work week arrangement shall be given to the other party in writing, at least four (4) weeks before the change is desired, or such shorter time period as may be agreed to by the employee and the supervisor.

5. Compressed work week arrangements may be suspended for the months of July, August, and December.

6. An annual review and renewal process will occur with the supervisor and the participant(s) in the summer months, prior to confirming the continuation of, or discontinuing of, the individual compressed work week arrangements. The review of the arrangement will consist of a review of the agreed objectives and discussion of scheduling needs of the Program with respect to guidelines around paid holidays, vacation, time off, etc.

7. Management will monitor attendance and productivity through all normal means available to supervisors.

8. A time tracking form shall be submitted by each participating employee on a biweekly basis to Human Resources. The parties agree that in the event that an employee fails to submit a compressed work week time tracking form for two (2) consecutive pay periods according to the required schedule, the employee will be required to submit time sheets for the remainder of the time she/he is on a compressed work week schedule.

9. It is expected that employees in compressed work week arrangements will make routine medical and dental appointments outside of their scheduled hours.

10. Article 18 of the collective agreement applies except that all compressed hours within the pay period are compensated at straight time, unless an employee is authorized to work overtime by their manager.

11. This letter of understanding does not restrict the Region from scheduling an employee in accordance with Article 18 of the collective agreement.

12. Whenever employees are competing for a compressed work week arrangement during the annual renewal process the compressed work week opportunity will be offered based on seniority. For clarity, a junior employee cannot be displaced from a compressed work week arrangement by a more senior employee other than during the annual renewal process.

13. For the purposes of compressed work week arrangements the following will apply:

- a) Paid holidays shall be considered to be a seven (7) hour day.
- b) The floating holiday shall be considered to be a seven (7) hour day
- c) A day off with pay in lieu shall be considered to be a seven (7) hour day.
- d) A regular day shall be considered to be a seven (7) hour day.

Employees will alter their hours during the pay period to accommodate the change in total hours as a result of the above. The arrangement requires the approval of the manager.

14. Where possible and with no additional financial cost the Employer will review the team training sessions with a view to adjusting the schedule (alternating morning/afternoon/days) to mitigate the impact on individual compressed work week schedules. Staff will **be expected to amend their schedule to** attend their team training and team meetings as scheduled.

**The parties agree that CWW employees will seek to minimize the impact of scheduling concerns caused by their CWW schedule, and will be flexible in adjusting their schedule when requested by their supervisor.**



15. Vacation

A vacation day will be considered to be the regular scheduled hours for that day. For the purposes of compressed work week arrangements, the vacation entitlement provided in Article 18 of the collective agreement, will be regarded in hours. For example, if an employee takes a nine (9) hour day off as vacation, they will have used nine (9) hours of vacation credits.

16. Sick Leave

Any employee who is absent from work because of illness (personal or family) will be deemed to be absent from work for the regular number of hours scheduled for that day. For example, if an employee takes a nine (9) hour day off as sick leave, they will have used (9) hours of sick leave.

17. Bereavement

A bereavement leave day will be considered to be the regular scheduled hours for that day.

18. Either party reserves the right to revoke this agreement upon ninety (90) days written notice.

Amended at Kitchener, Ontario this 24<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

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Jennifer Murdoch

Letter #13

LETTER OF UNDERSTANDING

- between -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

- and -

THE REGIONAL MUNICIPALITY OF WATERLOO

Re: Student Volunteers

The parties recognize that students have a requirement under the Education Act to complete forty (40) hours of community service in order that they may graduate.

Work unit requests to provide volunteer opportunities for students as part of this requirement require the approval of both parties to this agreement.

The Region agrees that they will not engage volunteers as a means of avoiding the hiring of additional staff.

Student volunteers as contemplated by this agreement shall be used only to enrich programs and shall not be used to carry out the primary duties of any bargaining unit member. Volunteer hours logged at the Region as contemplated by this agreement shall not be counted as part of the requirements of Ontario Works.

Renewed in Waterloo, Ontario this 16<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

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Letter #14

LETTER OF UNDERSTANDING  
- between -

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

Re: New Hire with Previous Service with the Region and/or directly related external experience

- a) Effective July 1, 2007 until June 30, 2010, 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 two (2) year rate in the salary progression.
- b) Effective July 1, 2007 external employees with directly related experience may be given credit (to a maximum of two (2) years) for placement on the salary grid.
- c) If requested by the Union, the Employer will provide appropriate documentation for the placement on the grid.

Renewed in Waterloo, Ontario this 16<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

Marc Xuereb  
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For the Regional Municipality  
of Waterloo

Heather Larmour  
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**Letter#15**

**LETTER OF UNDERSTANDING**

**- between -**

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

**- and -**

**THE REGIONAL MUNICIPALITY OF WATERLOO**

## **Re: Police Records Check**

This Letter of Understanding has been arrived at, in part, by agreement between the parties and, in part, where the parties could not themselves agree and upon hearing their submissions, by order of Arbitrator Christopher Albertyn. As part of the negotiations the Employer reviewed approximately 450-500 positions in the bargaining unit and came up with a list of positions it considered should be covered by this Letter of Understanding. The positions identified below were the result of negotiation between the parties or arbitral decision.

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

arranging the job posting.

4. If the Human Resources Associate has received the police record and it is in any doubt as to the relevance of the information on the police record to the posting, they will refer the matter to the Commissioner: Human Resources for a decision.
5. If the police record has been referred to the Commissioner: Human Resources, the Commissioner: Human Resources will determine the impact, if any, of the police record on the appointment of the successful candidate to the position.
4. If the successful candidate, on receiving the police record, chooses to withdraw their application, they may do so without any prejudice whatsoever.
5. If a new position is created and the Employer concludes the position will likely require a police record check, it will negotiate with the Union on the requirement. If the parties fail to agree as to whether a police record check is necessary, or whether it should be a vulnerable services sector report or a clearance letter, they will refer the matter to expedited arbitration, as provided in this Letter of Understanding.
6. Other than as provided in this Letter of Understanding, the Union takes no position on any requirements for police record checks for new hires the Employer makes.
7. The incumbents of positions that are designated in this Letter of Understanding for a police record check will be deemed to have obtained a police records clearance for the position they occupy and the positions they have occupied while employed by the Region or its predecessor. If, however, an employee has occupied positions which require only a clearance letter, and they are the successful candidate for a position which requires a vulnerable services sector report, they will be required to obtain a vulnerable services sector report prior to their appointment to the position. All of the provisions of this Letter of

Understanding are subject to this grandparenting provision.

8. If a statute or regulation requires that a police record check be obtained for a particular position, or if a condition for the funding of a particular position requires a police records check, the parties agree that the position will be one which requires such police record check. The position which requires a police record check as a condition of funding, is the following:

<b>Dept</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
CR	FACILITIES	R01160	Technician Voice Radio System
SS	E&IS	R00122	Assistant, Special Services

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

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

<b>Dept.</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
SS	E&IS	R00065	Senior Clerk (Recoveries)
CR	FM&FS	R00082	Assistant, Leasing & Security
PHCS	CS	R00763	Program Assistant (DHC)
CR	C&AS	R00845	Court Administration Clerk
TES	TRANSIT	R00880	Senior Terminal Clerk
TES	TRANSIT	R00881	Terminal Clerk
TES	TRANSIT	R00884	Cash Control Clerk
TES	TRANSIT	R00886	Coordinator, Fare Program
CR	C&AS	R00967	Reception/Clerk (POCA)



PHCS	HOUSING	R01003	Property Management Assistant
PHCS	HOUSING	R01008	Accounts Clerk (WRH)
CR	C&AS	R01032	Senior Clerk (Court Administration)
CR	C&AS	R01097	Collections Clerk (POCA)
PHCS	HOUSING	R01193	Program Assistant (Housing)
PHCS	HOUSING	R01234	Accounting Assistant (WRH)
T&ES	TRANSIT	R01240	Assistant, Fare Program (GRT)
SS	E&IS	R00784	Case Presenting Officer
SS	E&IS	R00382	Senior Caseworker – Eligibility Review

10. The following positions, dealing with a vulnerable population group, require a vulnerable services sector report:

<b>Dept.</b>	<b>Div.</b>	<b>Pos#</b>	<b>Position Title</b>
SS	CHD SRV	R00034	Assistant Supervisor/Resource Teacher
CR	C&AS	R00046	Municipal Enforcement Officer
SS	E&IS	R00058	Caseworker I (Income Support)
SS	CHD SRV	R00060	Caseworker II (Home Child Care)
SS	CHD SRV	R00157	Cook (Children's Services)
SS	CHD SRV	R00187	Child Care Teacher
PH	CDDSR	R00188	Dental Assistant I
PH	CDDSR	R00189	Dental Assistant II
PH	CDDSR	R00191	Dental Health Educator
PH	CDDSR	R00192	Dental Hygienist
SS	CHD SRV	R00246	Family Infant Consultant
SS	E&IS	R00310	Family Support Worker
SS	E&IS	R00380	Social Worker (E&IS)
SS	E&IS	R00385	Senior Caseworker – Hostels
SS	E&IS	R00386	Senior Caseworker – Students
SS	E&IS	R00712	Coordinator, Intake Assessment
PH	F&CR	R00770	Family Visitor
PH	F&CR	R00971	Health Educator
PH&CS	HOUSING	R01002	Community Relations Worker

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

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

In either of these events, the position will be treated as a newly created position and the provisions of paragraph 5 will apply.

## 12. MANDATORY DISCLOSURE OF CRIMINAL CHARGES AND/OR CONVICTIONS

1. For the purposes of this paragraph, a conviction excludes a conditional or absolute discharge, except for conditional discharges for offences involving a vulnerable person.
2. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human Resources when the employee is convicted of an offence under the *Criminal Code*. Regional management will review the conviction to determine what action, if any, ought to be taken in light of the employee's position and the nature of the criminal offence. The Union reserves its right to grieve and arbitrate any action taken by the Region.
3. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human resources when the employee is charged with an offence under the *Criminal Code*, where the nature of the offence is such as to be potentially harmful or detrimental to the Region's reputation or capacity to deliver services to the general public or that it will render the employee

unable properly to perform their duties or that it will have a harmful effect on other employees of the Region.

4. Without restricting the generality of the foregoing, an employee must report a criminal charge in accordance with this Letter of Understanding when charged with one of the following offences:
  - a) any violent sexual offence under the *Criminal Code*;
  - b) any offence under the *Criminal Code* involving children under 18 years of age;
  - c) crimes of violence involving a vulnerable person, which include threats, assaults and the use, possession or distribution of a weapon;
  - d) any offence involving the making, possession or distribution of child pornography;
  - e) theft (over \$100) or fraud.
  
5. If the criminal charge arises out of conduct which occurred outside of the employment relationship, the Employer may suspend the employee with pay and without loss of benefits or transfer the employee to another position within the bargaining unit (also without loss of pay or benefits) pending the outcome of the criminal proceedings. The Union reserves the right to grieve any paid suspension or transfer under this Letter of Understanding. If the criminal charge is not resolved within twelve months, the Employer reserves the right to change the paid suspension to a suspension without pay which may be subject to a grievance under the Collective Agreement. If the employee is charged with a criminal offence and is incarcerated or is subject to a restraining order, the employer will not pay the employee for any period of absence where they are unavailable to perform their position, unless the employee opts to use vacation. If the employee is not convicted of the charges, the employee will be returned to their former position without prejudice to their record.

6. If a person is convicted of an offence, the Employer reserves its right to take such action as it considers appropriate, and the Union reserves its rights to grieve and arbitrate the matter.
7. If the criminal charge arises out of conduct which occurred within the employment relationship, the Employer reserves the right to suspend the employee with or without pay pending the outcome of the investigation, criminal proceedings and/or grievance/arbitration procedure. The Union reserves its rights to grieve and arbitrate the suspension.
8. The Employer agrees to receive the information concerning the employee's charges and/or convictions and maintain its confidentiality in accordance with the requirements set out in this Letter of Understanding.
9. The employee shall notify Human Resources under this paragraph in the manner set out in paragraph 3.2 above.
10. Consideration of the information received from the employee will be dealt in the manner contemplated in paragraphs 3.4 and 3.5 above.
11. The record of the charges and conviction of an employee will be kept in the manner described in paragraph 13.
13. An employee's police record, and any information they have provided of a relevant criminal charge or conviction, will be kept in a sealed envelope in the employee's personal personnel file with a written instruction as to who will be entitled to have access to it, being:
  1. The employee themselves.
  2. Any person required by law to view it.
  3. The Employer's Commissioner: Human Resources.

14. or the purposes of this Letter of Understanding the references to the Commissioner: Human Resources refer also to their designate, in the absence of the Commissioner: Human Resources.

15. In the event of any dispute arising from this Letter of Understanding, the parties agree to refer the dispute to Arbitrator Christopher Albertyn, or such other arbitrator as the parties may agree, who will hear the dispute on an expedited basis in consultation with the parties.

Renewed in Waterloo, Ontario this 16<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

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

**Re: Terminal Clerks**

1. The parties recognize that both terminals will be open seven (7) days a week. The hours of work for employees working at the Transit terminals in Kitchener and Cambridge shall be seventy (70 ) hours of work over fourteen (14) days, with four (4) days off - not less than two (2) of which will be consecutive, within any fourteen (14) consecutive day period. An employee shall not be scheduled more than seven (7) consecutive days without a day off.
2. The sign up for all shifts will be based on seniority. There will be no rotation of shifts.
3. There will be four (4) sign-ups per year (March, June, September and December). At least four (4) weeks prior to the commencement of the sign-up work period, Management will post the new schedule.
4. The parties agree that there will be one (1) vacation replacement position and one (1) float position assignment in Kitchener. Employees in these positions will be required to work in either the Cambridge or Kitchener terminals, as needed.
5. In the event employees need to switch shifts, both employees need to sign the appropriate form and forward it to the Assistant Manager, Transit Terminals to ensure appropriate coverage at least one (1) week in advance of the shift change, if possible. The responsibility for the shift shall be with the employee who agrees in writing to work the shift. No overtime will result from switching shifts. Three (3) way

shift changes, or greater, will not be allowed.

6. Full-time permanent Terminal Clerks shall be supplied with the following clothing issue:

a) One (1) pair of safety boots or shoes (up to \$90.00) at least every two (2) years or as needed as determined by Management.

b) Eight (8) shirts, either summer, winter or turtleneck style at least every two (2) years or as needed as determined by Management.

c) Four (4) pairs of pants, either summer, winter or shorts at least every two (2) years or as determined by Management. Shorts can only be worn between May 1<sup>st</sup> and Thanksgiving.

d) One (1) fleece vest or one (1) long sleeve fleece at least every two (2) years or as needed as determined by Management.

The first clothing issue will take place as soon as possible after the signing of this agreement and will occur every two (2) years afterward or as otherwise stipulated in this agreement

7. Employees who work on the weekend shifts between the hours of Friday midnight and Sunday midnight, shall be paid a weekend shift premium of one dollar (\$1.00) per hour for all hours worked during this time period.

8. Employees who work on a paid holiday shall receive pay for such work at the rate of two and one half (2 ½ )times their regular rate. Article 15.03a) will not apply.

9. For clarification, employees who are not scheduled to work but do work on Christmas Day, shall receive pay for such work at the rate of three (3) times their regular rate and in addition, will be given a day off at straight time with pay in lieu of such holiday at a mutually satisfactory time.

10. Previous City of Kitchener employees will retain the sick leave payout provisions they were entitled to when they were employees of the City. For clarity, an employee whose employment is terminated by death or retirement shall be entitled on termination, to receive up to 100% payment for his/her unused accumulated sick leave credits accumulated after April 1<sup>st</sup>, 1953 on the basis of his/her regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.
  
11. The agreement is applicable to the Transit Terminal Clerks and Senior Transit Terminal clerks only and is made without prejudice or precedent to either party. Except where noted in this agreement, the employees shall be subject to all of the terms and conditions of the CUPE Local 1883 collective agreement.
  
12. The terms in this agreement will be effective on date of signature and replaces the previous agreements that were in effect for the Kitchener and Cambridge Terminals and will remain in effect unless changed only by the mutual agreement of the parties in writing.

Renewed in Waterloo, Ontario this 16<sup>th</sup> day of June, 2010.

For the Canadian Union of  
Public Employees, Local 1883

For the Regional Municipality  
of Waterloo

Marc Xuereb  
Valerie McGlynn  
Tracey Gooch

Heather Larmour  
Anne Schlorff  
Don Beitz

Jill Smyth  
Jan Richards  
Terry Lanis  
Ann Marie Hagey

Diana Brookes  
Sheila Goldsworthy  
Lee Ann Wetzel  
Lenore Drahushchak  
Jennifer Murdoch



Letter #17

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

**Re: Dispatch**

Whereas the Employer has a need to have the Dispatcher positions in Transportation and Environmental Services work afternoon and evening shifts and have hours that are incongruent with the Article 18 of the collective agreement, the parties agree to the following on a without precedent or prejudice basis:

1. Employer will create two (2) new full time Dispatcher positions.
2. Both positions will work eight (8) hour shifts with a twenty (20) minute paid lunch break One position will work an afternoon shift (3:30 p.m. to 11:30 p.m., Monday to Friday) and one position will work a night shift (11:30 p.m. to 7:30 a.m., Sunday to Thursday).
3. Should the Dispatcher work more than forty (40) hours per week or eight (8) hours per day, he/she will be paid overtime pay as per the collective agreement.
4. All other terms and conditions of the collective agreement will apply.

Renewed in Waterloo, Ontario this 16<sup>th</sup> day of June, 2010.

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For the Regional Municipality  
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