

Collective Agreement

between

Regional Municipality of Waterloo

and

Canadian Union of Public Employees
Local 1656 (full-time)

Begins:
01/01/2002

Terminates:
12/31/2003

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CUPE LOCAL 1656 FULL-TIME
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This Agreement made this **30th** day of January
2002,
between:

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

-and -

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

Article 1 - Purpose

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Region and its' employees, and to provide means for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are

subject to the provisions of this Agreement.

Article 2 - Recognition

2.01 The Region recognizes the Union as the sole bargaining agent for all employees of The Regional Municipality of Waterloo in its operations, save and except supervisors, office, clerical, technical and laboratory staff, persons regularly employed for not more than twenty-four (24) hours per week, and students as defined in Article 26.01e).

2.02 Where the Region wishes to use volunteers in any areas other than the clean up of roadside litter under the "Adopt-a-Road" program, their use and placement shall require the mutual agreement of the Region and the Union.

2.03 Supervisor and Bargaining Unit Work:

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

- 2.04 Without restricting its right to determine the methods by which municipal services are to be provided, the Region agrees that no permanent employee shall be laid off from work as a result of contracting out present work or services of a kind presently performed by its employees.

Article 3 - No Discrimination

- 3.01 The Region and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Region or by the Union or by any of their representatives with respect to any employees by reason of race, colour, age, handicap, sex, sexual orientation, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership, lawful activity or non-activity in a trade union.
- 3.02 The terms of this Agreement are to be upheld by the Region and the Union, and as such, no employee shall be permitted or required to make any verbal or written agreement with the Region or its representatives, which might conflict with the terms of this Agreement.

3.03 Workplace and Sexual Harassment

Cases of alleged harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital or family status, and disability, will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.

a) **Definition of Sexual Harassment**

Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment may include, but not be limited to:

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

sexual preference group

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

b) Interpersonal Conduct

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

- c) Where the alleged harasser **is** the person who would deal **with** the first or any step of a grievance, the grievance shall automatically go forth to the next step.
- d) An employee shall, at all times, retain their right to lodge a complaint under The Ontario Human Rights Code (1981). In the event the employee lodges a formal complaint under The Human Rights Code, the grievance procedure shall be discontinued immediately.

- e) The Region agrees that the information and training regarding sexual harassment is essential and will undertake to work jointly with the Union on all training and information measures. The Region agrees to make all Regional employees aware that violations of this Article will be subject to disciplinary action.

Article 4 - Check-off of Union Dues

- 4.01 There shall be a compulsory check-off of union dues from all persons who are employees of the Region to which this Agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution and By-Laws. The Director of Employee Relations or designates shall be notified in writing forty-five **(45)** calendar days prior to any required change in deductible assessments.
- 4.02 Such deductions will be made every pay by the Treasurer of the Region, and shall be forwarded to the National Secretary-Treasurer, CUPE, 21 Florence Street, Ottawa, Ontario, K2P 0W6, not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from

whose wages the deductions have been made. The list shall indicate total accumulated deductions for all employees and indicate the total regular wages for the bargaining unit **and any other union dues information that is required by the Union and is available to the Employer.** A copy of the list shall be sent to the Secretary-Treasurer of the CUPE Local 1656. For new employees such deductions shall commence in the first full **bi-weekly** pay period immediately following the date on which the employee is hired.

- 4.03 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 eight (8) hours 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 of all new employees hired the previous month who are subject to this Agreement. A representative of the Union shall be given an opportunity to interview each new employee within regular working hours and without loss of pay for a maximum of fifteen **(15)** minutes within one (1) month of the Union's notification of their employment and with timing at the discretion of the supervisor, for the purpose of discussing union membership with the new employee.

Article 6 - Management Rights

6.01 The Union recognizes the right of the Region to:

- (a) Operate and manage its business in all aspects in accordance with its responsibilities and the right, powers and functions conferred upon the Region by statute and/or by-laws of the Region;
- (b) Maintain order, discipline and efficiency and, in connection therewith to make, alter, and enforce from time to time rules and regulations, policies and practises to be observed by its employees.

The Region recognizes that the foregoing is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the employee(s) concerned to lodge a grievance in the manner and extent herein provided;

- (c) Select, hire, discipline, discharge, transfer, assign to **shifts**, schedule overtime, promote, demote, classify, layoff, recall, suspend and retire employees, and select employees for positions excluded from the bargaining unit, provided that

no employee shall be transferred out of the bargaining unit against the employee's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by employees that they have been discharged or disciplined without cause, may become the subject of a grievance and be dealt with as herein provided;

- (d) Direct the working forces, the right to plan, direct and control the operations of the Region, the right to introduce new and improve methods and facilities, the equipment, the amount of supervision of personnel necessary, the number of employees to be employed, the work schedules, the establishment of standards of quality, the extent of the Region's operations and the increase or decrease in employment arising therefrom, the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and tools. If a decrease in employment as stated herein becomes necessary, the Region will endeavour to transfer the affected employee(s) to another vacant union position(s) in the Region.

Article 7 - No Strikes or Lockouts

7.01 The Region and the Union agree to follow

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

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

Article 8 - Seniority

- 8.01 a) Employees shall be probationary employees until they have been continuously employed by the Region for three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater. Upon completion of the probationary period, the employees' names shall be placed on the seniority list and their seniority shall be based on their date of last hire. Employees who have not completed their probationary period may be discharged without cause at the discretion of the Region and the discharge shall not be subject to the grievance or arbitration procedure.
- b) The probationary period can be extended by

mutual agreement in writing between the Region, the Union, and the affected employee.

- 8.02 The Region shall maintain a seniority list showing the date upon which each permanent full time employee's continuous service with the Region commenced from the most recent hire date within Local 1656. An up-to-date copy of this list will be given to the Union twice each year and a copy posted on all approved bulletin boards.

Employees have thirty (30) calendar days from the date of the posting of the seniority list to notify the Assistant CAO, Human Resources or designate in writing, of any errors etc., changes or additions, noted since the previously posted list. Otherwise, the seniority dates noted on the most recently posted list will be taken as accurate.

- 8.03 a) Seniority shall operate and govern on a bargaining unit wide basis provided that the senior employee possesses the necessary skill and ability to perform the work available. For job postings, the candidate selected shall be the senior employee possessing the necessary skill and ability to perform the work available, with a two (2) working day orientation period and no training. In the event of a lay-off, the concept of

the last employee hired shall be the first laid off and the last employee laid off shall be the first requested to return, will be followed, and provided the senior employee possesses the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training. The orientation period shall provide an opportunity for the Region to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. If a specific position(s) is to be laid off, then the employee(s) in the specified position(s) will be laid off and they in turn shall be permitted to bump into any other less senior position in accordance with the criteria established in this Clause. Employees shall be allowed to bump to a higher paid classification.

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

- ii) In the event of a permanent lay-off, as defined in

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

- iii) In the event of a temporary lay-off as defined in the Employment Standards Act, all employees to be laid off will receive a one (**1**) week period of notice. At the end of the second day of the notice period, all employees must give their intention of the position they wish to bump into, and these plus all resulting bumps must be completed by the end of the fifth day.

- b) In order that the operations of the Union will not become disorganized when lay-offs are being made, members of the Local Executive Board i.e. - President, Vice-president, Secretary, Treasurer, and Chief Steward, shall be the last persons laid off during their term of office, as long as full time work, for which they possess the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training

at their own wage level. Should work not be available at the same wage level, then placement will be made at the next lower wage level.

In the case of a change in the Local Executive Board during a lay-off, notice in writing of the change shall be given to the Region forthwith and the Region shall have five (5) working days from receipt of the notification in writing within which to make any changes necessary to apply this Clause to the new Local Executive Board and to terminate its application to the person(s) dropped from the Executive Board. If any notice to any person being laid off in consequence is required by law, the period of notice will be in addition to the five (5) working days, and layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.

- c) The Region will give the Union as much advance notice as is reasonably possible, but not less than eight (8) weeks, of any lay-off affecting members of the bargaining unit. The Region shall meet with the Union to discuss the impact of any proposed lay-offs.

8.04 Where the length of seniority is the same, the date/time of the verbal employment offer by the

Region shall determine seniority.

Where it is not possible to establish the date and time of the verbal offer of employment, seniority preference shall be decided by a random draw with the affected employees present.

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

8.06 Seniority status once acquired by permanent full-time employees will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:

- a) Voluntary resignation:
- b) Discharge for cause not reversed through operation of the grievance procedure;

- c) Continuous non-employment including lay-off, but not including sickness, accident or authorized leave of absence for a period of time equal to the length of seniority at the time of lay-off or for a period of thirty-six (36) months, whichever is lesser.

- d) Failure to signify intention to return to work after recall from lay-off within five (5) working days following proper notification by the Region by registered or certified mail sent to the employee at the last address provided by the employee to the Human Resources Department, or failure to return to work after an additional five (5) working days following such . notification. Copies of the registered or certified notification will be sent to the President and Recording Secretary of the Union. The intent of this Clause is as follows:
 - i) The registered or certified notification shall be deemed to be received on the third (3rd) calendar day **after** the date of mailing.

 - ii) The laid off employee has five (5) working days to notify the Region.

 - iii) An employee who has complied with ii) above will have a further five (5) working days from

the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the said five (5) working days referred to in ii) above that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Region, will not have their name struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

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

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

8.07 a) The promotion or transfer of employees to positions outside the bargaining unit is not covered by this Agreement, and shall not be subject to the terms of this Agreement except that such employees will retain their seniority after promotion or transfer for a maximum of sixty (60)

calendar days, and if demoted or transferred for any reason to a position which is subject to this Agreement, such employee shall be given the seniority credit they had at the time of the promotion or transfer outside of the bargaining unit provided such demotion or transfer is within the sixty (60) days specified above.

- b) No employee shall be transferred or promoted to any position outside the bargaining unit against the wishes of the employee.
- c) The promotion or transfer of part-time or full-time employees to positions in either the CUPE Local 1656 full-time or part-time collective agreements is covered by this Agreement. The transfer of seniority between these bargaining units shall be calculated as follows:
 - i) A part-time employee who is selected for a full-time position covered by CUPE Local 1656 full-time collective agreement shall receive credit for seniority earned in the part-time bargaining unit on the basis of 2080 regular hours being equal to one (1) year of service. For periods of less than one (1) year, the number of hours shall be prorated on the basis of eight (8) hours per day and five (5)

days per week with any period of less than eight (8) hours counting as one (1) day.

The resulting seniority shall be converted to a date and posted to the CUPE Local **1656** full-time seniority list.

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

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

8.09 When a Regional employee who does not come under the scope of Local **1656**, obtains a position that does come under the scope of Local **1656** without interruption of continuous service, the employee will serve a probationary period of

exactly one-half ($\frac{1}{2}$) of the probationary period established in the then current Local 1656 Collective Agreement.

Seniority will not be obtained until after satisfactory completion of the probationary period and backdated to the most recent hire date within Local 1656. If the employee had not completed the probationary period in the previous position, then the unused portion will be added on to the one-half ($\frac{1}{2}$) period indicated above, however, the combined total shall not exceed the probationary period established in the then current Local 1656 Collective Agreement.

This Clause does not apply to an employee to whom Clause 8.07 or 8.08 applies.

- 8.10 If an employee has resigned in writing without advance notice and has not revoked the resignation within three (3) consecutive working days following the date of the letter of resignation, the resignation shall stand and be final.

The Union shall be notified in writing as soon as possible of a revocation of any resignation.

Article 9 - Job Vacancies

- 9.01 a) The Region will post for five **(5)** working days a notice of a new position or vacant position showing the department, the type of position and location for the initial hours of work, any required knowledge **and/or** education, skills, shift and wage rate, according to the **job** description **for** the position, in order that the employees may have the opportunity of making written application for such positions. A copy of all job postings shall be sent to the Recording Secretary of the Union.
- b) No new employee(s) will be hired until consideration is given to any laid-off employees.
- c) Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Regional applicants will be considered in the following sequence:
- i) probationary employees (CUPE Local 1656) full-time
 - ii) part-time employees covered **by** the CUPE Local **1656** part-time Collective Agreement.
 - iii) temporary employees (CUPE Local 1656) full-

time

- iv) other Regional employees from other bargaining units.
- d) Part-time employees shall be allowed to apply for full-time positions covered by the full-time CUPE Local 1656 Collective Agreement, and shall be governed by the applicable terms of this Collective Agreement, and Articles 8.07 b) and 9.01 d) of the part-time Collective Agreement.
- e) No outside advertisement shall be placed or interviews conducted, until the applications of employees in the bargaining unit, and those in i), ii) and iii) above, have been fully processed.
- f) i) Employees wishing to apply for a posted position shall do so by using the internal application form as agreed between the parties. This form, and any information which is attached, will be used to select the candidate. Employees who make application for a position shall not be required to submit a resume with the application form in order to be considered for the position.

ii) All interview questions will be relevant to the qualifications, skills and abilities needed to

perform the duties of the position. The Region shall ensure that uniform interview questions are asked of all applicants for the position. Upon request, the Region will supply the applicant with a summary of their own screening or interview results.

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

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

If an employee accepts the job offer for the new work location or shift following the familiarization session, the parties agree that article 9.05 a) i) will not apply.

- 9.02 a) Employees who are successful in their application for a job posting in accordance with the provisions in this Collective Agreement can only get an extension of whatever start date is required by the Region, if the employee makes written request to the Assistant CAO, Human Resources or designate stating reasons that in the opinion of the Region are acceptable. A written reply will be given to the employee. Any extension granted will not exceed a once only maximum period of forty (40) working days under any circumstances.
- b) An unsuccessful senior applicant, if requested of the Assistant CAO, Human Resources or designate in writing, will receive a written explanation of the choice made, provided the written request is actually received in the Human Resources Department, within five (5) working days from the date the employee is notified of being unsuccessful.
- 9.03 When the Region determines there is a need to fill a temporary vacancy, such as those caused by an employee's absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, it shall be filled in the following manner:

- a) Vacancies of less than four (4) months shall be filled by the senior qualified available employee at the worksite or group.
- b) Vacancies that still exist at the end of the four (4) month period must be posted and filled in accordance with the seniority provisions of this Collective Agreement.
- c) Temporary vacancies that still exist after the posting of the position as set out in 9.03 b) where no full-time employee has been selected shall be made available to qualified part-time employees on the basis of seniority in the part-time bargaining unit. Following completion of the full-time temporary vacancy period, the part-time employee shall return to their former position without loss of seniority.
- d) Subject to Clause 8.06 c) it is understood that returning employees will be able to bump any other less senior employees upon their return, but must already possess the necessary skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification. In the event the

returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

9.04 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 **forty-five (45)** calendar days, until the posting procedure has been complied with, and arrangements have been made to promote the employee selected to fill the vacancy and to be assigned to the job concerned.

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

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

- b) It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for a posted job for a period of six (6) months from the date of official acceptance notification to the employee unless a written request is made to the Assistant CAO, Human Resources or designate and is actually received in the Human Resources Department prior to the expiration of the job posting and written permission is received from the Assistant CAO, Human Resources or designate or the Director of Employee Relations or designate. The date of receipt of such written request in the Human Resources Department office will serve as the date of the application for the job posting.

- 9.06 The Region agrees to post on all approved bulletin boards, the outcome of all job postings within fifteen (15) working days of the expiration date of the posting. The Region will, within thirty (30) working days of a position becoming vacant, notify the Union, in writing, if the vacancy is not to be filled.
- 9.07 Permanent full-time employees covered by this Agreement who have given good and faithful service to the Region, who, through advancing years or temporary disablement are unable to adequately perform their regular duties, may be given the preference of any light work available at the wage rate payable and/or hours required at the time for the position to which they are assigned or to any lesser rate and/or hours that may be jointly agreed upon by the Region and the Union, and without regard to the seniority provision of this Agreement, except that such employees may not displace employees with more seniority. This provision is not to be construed as a guarantee by the Region to retain all or any employees who cannot perform their regular duties. Each case will be decided individually and termination of employment could result if the employee's performance is sufficiently reduced or if there is no suitable light work available.

9.08 In the event that a new or changed job classification is decided upon by the Region as necessary to **its** operation, then the job description, job title, and rate of pay shall be determined by the Region. The Region shall, within ten (10) days from the decision of Regional Council, notify the Union by registered, certified, or hand delivered mail of the action taken, with a copy of the job description. The job shall be posted in accordance with Article 9.01. If no formal protest is lodged in writing to the Region by the Union within thirty-one (31) calendar days of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Appendix " A of this Agreement. In the event that a formal written protest **is** made by the Union within the thirty-one (31) calendar day time limit, the parties shall arrange for a meeting within thirty-one (31) calendar days of the receipt of the Union's objection for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means, then the dispute may be submitted to arbitration in the same manner as a grievance.

Article 10 - Correspondence

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

Article 11 - Union Representation

- 11.01 a) The Region agrees to recognize the following representatives of the Union:
- i) A bargaining committee of not more than five (5) employees.
 - ii) A grievance committee of not more than three (3) employees.
 - iii) Twelve (12) stewards as outlined below. The stewards must be employed in the Division they are representing:

<u># of Stewards</u>	<u>Division</u>
1	Waterloo Landfill Site
1	Waterloo Landfill Scales
1	Cambridge Landfill Site
1	Roads-CentralArea (Airport)
1	Water Maintenance (Rural, Greenbrook, Cambridge)
1	Water Operations (Mannheim)
1	Traffic
1	North Dumfries
1	Philipsburg
1	Heidelberg
1	Fleet Services
1	Facilities Maintenance & Building Operations

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

- iv) If a steward is unavailable due to sickness, change of shift etc., an alternate steward may be selected by the employee needing assistance, from among the available stewards or from the top five (5) officers of the Local. The alternate chosen should be the

physically closest available.

- b) The Union shall provide the Region with a list of such representatives and shall keep the list up to date.
- c) The Region shall provide the Union with a list of its supervisors and administration by July 1st of each year.
- d) Employees will not have to report for regular duties prior **to** any authorized negotiation, conciliation or arbitration meeting that occurs three (3) hours or less following the normally scheduled starting time of their shift. An employee would be required to report for work in an emergency.

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

11.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with **the** Region who shall have access to the Region's premises in order to investigate or assist in a settlement of any matter arising out of this

Agreement **upon the provision of advanced notice.**

- 11.04 The Union acknowledges that the stewards and the committee members from among the employees will be required to efficiently perform their regular duties on behalf of the Region. Also that such employees will not leave their regular duties without first obtaining permission from their immediate supervisor to leave such regular duties, obtain permission from the supervisor of the division that they wish to go and assist in, and will report back to their immediate supervisor upon resuming their regular duties. In accordance with this understanding, representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Region representatives on Union business, shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.
- 11.05 Meetings of a **Union/Management** Committee, comprised of not more than four **(4)** employees, two of whom shall be part of the Union Executive, and the Region may be held as required at times to be mutually arranged, but not normally more often than once a month. The party requesting the

meeting shall make a request in writing and shall at the same time advise the other party of the matters it wishes to discuss. It is agreed that such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedure contained in this Collective Agreement.

Article 12 - Grievance Procedure

- 12.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Such complaint shall be acted upon in the following manner and sequence:

Step 1

Within **ten (10) working days** of the circumstances giving rise to the grievance have occurred, the **grievor**, accompanied by their Steward, shall meet with their Supervisor, Superintendent or manager, thereby providing an opportunity to adjust their grievance. The Steward shall identify this meeting as a Step 1 grievance meeting. Such grievance shall be discussed with the Supervisor and Superintendent or Manager. The Supervisor, Superintendent or Manager shall

deliver a written response to the Chief Steward within five (5) days of the grievance meeting.

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

Step 2

The Grievance Committee or a member thereof, may submit a written grievance to the Director of Employee Relations or designate. The grievance, signed by the aggrieved employee and/or the steward or union representative, must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated.

The Director of Employee Relations or designate shall convene a meeting, which would include the Commissioner and appropriate management and union representatives, within fifteen **(15)** working days from the date on which the grievance is received by the Director of Employee Relations or designate. The written decision shall be delivered to the Chief Steward within five (5)

working days from the date on which the meeting was held under Step 2.

Special Note:

In the event a grievance concerns an area of work which is not the employee's normal area, a grievance in such case shall be forwarded to the appropriate management representatives.

The employee shall at all times be represented by their Steward or designate in meetings with the Region's representatives concerning their grievance.

- 12.02 The Region may, at its discretion, refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to the filing of the grievance in writing at Step 1.
- 12.03 Any difference arising directly between the Region and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance commencing at Step 2 of the grievance procedure.

Any grievance by the Region or the Union as provided in this paragraph, shall be commenced within thirty-five (35) calendar days of the date of occurrence. **No** union grievance shall be presented at Step 2, which an employee, or a group of employees could normally process as an individual employee grievance, or a grievance of a group of employees.

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

If no written request for arbitration is received by the Director of **Employee** Relations or designate within fifteen **(15)** working days after the decision under Step 2, is given, it shall be deemed to have been settled and not eligible for arbitration.

- 12.05 It is agreed that grievances and replies to grievances shall be in writing at Step 2. The grievance **of** an employee or a group of employees that has been settled at Step 1 to the

satisfaction of the grievor(s) cannot be subsequently processed by the Union through the remaining steps of the grievance and arbitration procedures.

- 12.06 All agreements reached under the grievance procedure between the representatives of the Region and the representative of the Union will be final and binding upon the Region and Union and the employee(s).
- 12.07 No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 12.08 Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next step of the grievance procedure.
- 12.09 Working day as used in this Article and the Discharge Article, shall mean a day other than Saturday, Sunday or a specified paid holiday.

- 12.10 A grievance that is not submitted to the next step within the time limits shall be deemed to be settled and disposition shall be as per the reply given at the preceding step.
- 12.11 The time limits fixed in both the grievance and the arbitration procedures, may be extended only by mutual consent in writing of the parties to this Agreement.
- 12.12 Any grievances involving a notice of layoff, or denial of a bump shall be filed at Step 2 of the grievance procedure.
- 12.13 Grievance Mediation:

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

Article 13 - Representation, Discipline, Suspension and Discharge

- 13.01a)i) An employee shall be accompanied by a union representative at any meetings in which he/she believes disciplinary action may be discussed.
- ii) Where an employee is required by the representatives of the Region to attend any investigation meeting regarding the conduct of another employee, the Region will contact the Union in advance of the meeting. For the purposes of clarity, the parties agree that this article does not pertain to meetings regarding operational issues or matters that will be dealt with through letters of counsel.
- b)i) No employee will be disciplined in any manner without the presence of a Union representative.
- ii) If an employee is to be suspended or discharged, the Region shall ensure that the employee is accompanied by the President, and the Chief Stewards or designates at such disciplinary meetings.

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

- iv) Notice of the discharge or suspension shall be forwarded to the employee by registered or certified mail, or hand delivered mail to the last known address on file with the Human Resources Department, with a copy to the Union Secretary, and The Canadian Union of Public Employees, 1120 Victoria Street North, Kitchener, Ontario, N2B 3T2.

- c) No disciplinary document shall be placed on the employee's file which has not been first shown and a copy given to the employee. An employee, or their representative, shall have the right to have access to, make copies, and review their personnel file. The employee shall have the right to respond to any document on the personnel file, and such reply shall be part of the record.

All disciplinary letters, including letters recording verbal warnings and documents related to the discipline shall be removed from the employee's

file after twenty-four (24) months.

- d) A copy of **all** disciplinary letters and letters of counsel given to employees shall be sent to the President and the Recording Secretary of the Union.
- e) The Region and the Union agree that discipline, if it is necessary, is intended to be corrective and not punitive. The parties also agree that discipline should be issued to the employee in a timely manner. The Region shall notify an employee normally within ten (10) working days of becoming aware of an external complaint regarding the employee's work. If the complaint *is* in writing a copy of such complaint will be given to the employee, while protecting the identity of the complainant.
- f) Letters of counsel shall not be used by the Region as the basis for discipline or to affect the employee's promotional opportunities. Letters of counsel and their content shall not be used by the Region in any arbitration hearing. All letter of counsel shall be removed from the employee's file twelve (12) months from the date of issue.

13.02 A claim of unjust discharge or suspension by any employee with seniority shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee ceases to work for the Region, and the first step of the grievance procedure will be omitted in any such case. The Commissioner of the appropriate department or the head of the department or designate must be present at any discharge grievance. Such special grievance may be settled under the grievance and arbitration procedures by:

- a) confirming the Region's action in dismissing the employee;
or
- b) re-instating the employee with full compensation and seniority for the time lost;
or
- c) by any other arrangement which is just, in the opinion of the parties, or the arbitrator, if appointed.

13.03 No employee shall be transferred out of their classification, shift, assignment or work location 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 of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48, subsection 2 of the Ontario Labour Relations Act. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.
- 14.02 No person shall be selected as an Arbitrator who:
- i) is acting, or has been in the period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor or counsel of either of the parties.
 - ii) has any pecuniary interest in the matters referred to the Arbitrator.
- 14.03 The parties will jointly share the expenses of the Arbitrator, if any.
- 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 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 for any existing provisions, or to add any new provisions, nor to give any decision which is inconsistent with the terms and contents of this Agreement.
- 14.07 It is agreed that a representative of C.U.P.E. may be present at all stages of the grievance and arbitration procedures if requested by either party.
- 14.08 No matter may be submitted to arbitration which has not been properly carried through the

grievance procedure within the time limits prescribed in this Agreement, unless otherwise mutually agreed upon in writing by the parties.

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

Article 15 - Specified Holidays

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

The holidays to which this will apply are:

New Year's Day	Civic Holiday
Labour Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

- b) Each employee who has completed thirty (30) calendar days or more continuous service prior to

the third Monday in February, is entitled to a floating holiday in lieu of Heritage Day. In the event that Heritage Day is declared a national and/or provincial holiday, the floating holiday will be discontinued.

The floating holiday shall be taken at a time in the calendar year mutually agreed upon between the employee and the employee's supervisor and scheduled a minimum of two (2) weeks in advance. In the event scheduling of the holiday is in dispute the matter may be referred to the Director of **Employee Relations** or designate and the employee's supervisor for resolve.

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

15.03 a) Employees who are regularly scheduled to work on a paid holiday shall receive pay for such work at the rate of two and one half (2 ½) times their regular rate. Employees who are regularly scheduled to work on a paid holiday shall receive pay for such work at the rate of three (3) times

their regular rate for Christmas Day only.

- b) Instead of receiving two and one half (2 ½) times their regular rate for working on a paid holiday, employees may receive one and one half (1 ½) times their regular rate, and a paid lieu day at their regular rate, subject to all of the following mandatory conditions:
 - i) the request must be in writing from the employee, and received by the appropriate supervisor at least five (5) working days before the actual date of the paid holiday in question. The employee will record his/her choice on the appropriate time sheet or attendance form.
 - ii) approval is at the discretion of the Region, and will be given in writing by the appropriate supervisor.
 - iii) the lieu day to be taken off must be requested within ninety (90) calendar days from the actual date of the paid holiday in question.
 - iv) if the approved lieu day is not taken within said ninety (90) calendar days, it shall be paid to the employee at the employee's rate in effect on the actual date of the paid holiday in question.

- 15.04 Employees who are absent on a paid holiday for which they are scheduled to work shall forfeit all pay for the holiday unless such absence is due to illness certified by a doctor's certificate that is submitted upon return to work.
- 15.05 In the event of a paid holiday falling within an employee's vacation period, such employee shall be granted an additional day of vacation at a mutually agreed upon time.
- 15.06 When any of the specified holidays in this Article fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Region, but in any event within ninety (90) calendar days of the holiday, except when a specified holiday such as Canada Day, Remembrance Day, Christmas day, Boxing Day or New Year's Day fall on a Saturday and/or Sunday, when agreement as to lieu days will be between the Union and the Region if not covered by law. If mutually agreed, employees entitled to a lieu day may receive a day's pay at their regular rate instead of the lieu day.
- 15.07 Employees who are not on their regularly scheduled day off but who are scheduled off in

recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive two times (2) their regular rate for all hours worked subject to the call-in provisions of this Collective Agreement. It is the intent of this Clause that an employee will receive double time for all hours worked when the call-in is on a Saturday or Sunday when either of these days is the actual day of the holiday.

1. Three Day Weekend

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

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

2. The Four Day Easter Weekend

- Good Friday is at double time

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

3. Christmas/Boxing Day Weekends

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

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

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

15.08 Employees who are regularly scheduled to work and do work their full shift on a statutory holiday shall if called in, receive two (2) times their regular rate for all call-in hours worked that occur within the twenty-four (24) hour calendar day of the holiday; and subject to the call-in provisions contained in the Collective Agreement.

Article 16 - Vacation

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

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Less than one (1) continuous year of service	One (1) day per completed calendar month of service. (maximum of ten (10) working days)
Not less than one (1) year of continuous service but less than three (3) years of	Two (2) weeks.

continuous service.

Not less than three (3) years of continuous service but less than nine (9) years of continuous service. Three (3) weeks.

Not less than nine (9) years of continuous service but less than sixteen (**16**) years of continuous service. Four (**4**) weeks.

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

Not less than twenty-four (24) years of continuous service. Six (6) weeks.

- b) One additional day of vacation for each additional year of continuous service after the twenty-four (24) years specified above, shall be granted, to a maximum of one (1) additional week [five (5) working days].

16.02 a) Employees whose more recent employment start date makes them eligible for two **(2)** weeks of vacation only, will receive the greater of:

- i) **4%** of wages (including overtime) earned within each **12** (twelve) month period ending on the employee's anniversary date of employment or;
- ii) two **(2)** weeks of vacation pay calculated on the normal wages being received at the employee's anniversary of employment start date.

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

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

- 6%** based on 3 weeks vacation entitlement
- 8%** based on 4 weeks vacation entitlement
- 10%** based, on 5 weeks vacation entitlement

12% based on 6 weeks vacation entitlement

14% based on 7 weeks vacation entitlement

16.03 a) Not more than two (2) consecutive weeks vacation may be taken at a time, during the months of July, August and September. However, if the holiday(s) of another employee(s) is not affected in any way and efficient operation can be maintained, the Region will allow a longervacation than two (2) consecutive weeks during the three (3) months stipulated in this Clause.

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

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

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

b) Employees shall be permitted to carry over up to one (1) week of vacation into the following

calendar year. Employees may be permitted to carry over more than one week of vacation into the following calendar year with the agreement of the supervisor.

- 16.05 a) Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Region; however, they will be scheduled in such a manner as to provide a fair distribution of the number of employees absent at any one time.
- b) The following areas will be recognized for purposes of determining vacation scheduling:
- a) Stockkeeper - For the purposes of this article, the Operations Centre and Grand River Transit **will** be separate
 - b) Mechanics (Light)
 - c) Mechanics (heavy)
 - d) Doon Heritage Crossroads
 - e) Facilities Mtce. & Operations
 - f) Cambridge Landfill Site
 - g) Waterloo Landfill Site
 - h) Elmira Water (Rural)
 - i) Kitchener/Waterloo (Water)
 - j) Mannheim WTP
 - k) Cambridge/Rural (Water)

- l) Roads
- m) Traffic
- n) Airport

16.06 a) Employees with the greater length of service within each work site will have first choice of vacation dates, provided they indicate their preference before April 1st in order that the vacation schedule may be posted by June 1st.

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

16.07 Notwithstanding the vacation entitlement in Article 16.01, an employee who has taken vacation time and terminates his/her employment before the end of the calendar year shall have any unearned portion of vacation leave deducted from his/her termination pay. An employee who has not taken

all of the vacation time to which he/she is entitled shall be paid on termination the proportionate amount of vacation to which he/she is entitled except that in the case of an employee with less than one (1) year of continuous service, vacation shall be calculated at four percent (4%) of earnings.

- 16.08 Employees who have been absent without pay for any reason, except for **pregnancy** leave, parental **leave/adoption** leave or union leave for more than forty-five (45) working days shall receive a pro-rata reduction in their vacation pay entitlement.
- 16.09 Vacation pay for temporary full-time employees shall be four (4%) percent of earnings and shall be calculated, added and paid for each pay period.
- 16.10 Probationary employees will not have vacations scheduled within the probationary period.
- 16.11 An employee who is on vacation at the time of a bereavement for which the employee is entitled to three (3) or five (5) days bereavement leave shall not have their vacation credits reduced for such absence. The period of the vacation so displaced shall be either added to the employee's vacation period or reinstated to the employee to be taken

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

Article 17 - Leave of Absence

Union Business

- 17.01 a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Region to employees elected or appointed to represent the Union at union conventions or seminars and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed ninety (90) working days in any calendar year and not more than five (5) employees shall be permitted to be absent at any one time. Such requests shall be in writing from the Secretary of the Local to the Director of **Employee Relations** or designate as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.
- b) The Region shall grant leave of absence without loss of pay, benefits, or service credits to members of the union negotiating committee who participate in negotiations.

- c) The Region shall continue the wages and benefit coverage of employees on Union leave of absence, and the Union shall re-imburse the Region for wages and not employee benefits paid to union representatives or members where such leave is without pay, except as provided in 17.01 d). **The Region shall invoice the Union every two (2) months for any requested and approved Union leaves of absence taken in the previous two (2) months. Should the Region be unable to meet this requirement the Region shall request an extension from the Union. Such approval shall not be unreasonably withheld.**
- d) When an employee is elected or appointed to office or a staff position with The Canadian Union of Public Employees, upon request, he/she shall be granted a leave of absence without pay and without loss of seniority or benefits for up to two (2) years. During such leaves of absence, wages and benefits shall be kept whole by the Region and the Union agrees to reimburse the Region for such wages and the Region's contribution to said benefits.
- e) The employee agrees to notify the Region of the employee's intention to return to work within two

(2) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Region as required, or be transferred to the employee's previous position, if the substitution was a transfer.

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

Personal Leave

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

Jury Duty

17.03 a) Permanent full-time employees who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break

in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service such employee shall present to their department head a certificate satisfactory to the Region, showing the period of such service. Such employees will be paid their full salary or wage for the period of such jury or witness service provided they shall deposit with the Assistant CAO, Human Resources or designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.

- b) For the purposes of Article 17.03 a) above, travelling expenses shall be deemed to be payments received which have been identified to cover mileage payment, air or ground transportation charges incurred to get to the site of the hearing, plus any reimbursement for meals and/or lodging, as detailed on the cheque stub issued by the courts.

Bereavement Leave

- 17.04 Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging

and/or attending a funeral or memorial service as follows:

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

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

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

* (to attend only the funeral or memorial service)

Pregnancy, Parental/Adoption and Paternity Leave

17.05 a) **Pregnancy Leave**

An employee will be granted unpaid pregnancy leave, upon written request two (2) weeks prior to the leave beginning, and certification of a medical practitioner. The leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the certification. Total length of **pregnancy** leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

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

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

b) Parental Leave/Adoption Leave

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

- i) the birth of the employee's child
or
- ii) the coming of a child into the custody, care and control of the parent for the first time. Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

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

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

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

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

c) Paternity Leave

A male employee shall be automatically granted a one (1) day unpaid leave of absence at the time of the birth of the employee's child.

General

17.06 Employees who take other gainful employment during absence from work due to illness, injury or authorized leave of absence, shall be deemed to have voluntarily quit their employment unless they have prior written permission from the Assistant CAO, Human Resources or designate to take other employment. The purpose of this Clause is not to restrict an employee from continuing part-time employment entered into prior to the illness, injury or authorized leave of absence or commencing part-time employment outside of what would normally be considered the employees scheduled working hours.

17.07 Education Leave

Subject to the approval of the department head or the designated appropriate supervisor, an employee may attend courses, workshops, seminars and other similar professional meetings

which are job related, without loss of pay, benefits, and/or seniority. The Region will pay the required registration fees, travel and subsistence expenses in accordance with regional policies, upon presentation of required receipts.

Whenever possible, the Region will prepay registration fees.

- 17.08 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 a) The standard hours of work shall be eight (8) hours per day inclusive of a paid twenty (20) minute meal period, forty **(40)** hours per week. The regular work week shall be five (5) days of eight **(8)** hours each Monday through Friday except for rotation or static shift operations, with regular work week periods which shall not exceed eight (8) hours per day inclusive of the paid meal

period, or forty (40) hours per week at regular basic rates. Where employees work on rotating shifts in an eight (8) week schedule, overtime payment will only apply when their hours worked exceed eight (8) hours in the day or forty (40) hours in a week.

- b) There will continue to be an eight (8) hour work day inclusive of a paid twenty (20) minute meal period. The twenty (20) minute meal period is inclusive of any wash-up time and of any travel time and will be taken on the job site.

Schedules

- 18.02 a) Scheduled hours of work shall be posted at least two (2) weeks in advance. In the case of a change in the posted shift, at the request of the Region, with less than forty-eight (48) hours notice for shift changes of fourteen (14) days or less duration, and fourteen (14) days notice for shift changes in excess of fourteen (14) days duration, the employee affected shall be paid time and one half (1 ½) of his regular straight time pay for the first shift of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Region. An employee who has worked overtime will not be

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

- b) No new shifts shall be introduced and no existing shifts shall be changed without thirty calendar days advance notice to the Union.
- c) If the Region decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past, or where the Region proposes to create different shifts it shall do so in accordance with 18.02 b) then the Region shall give senior employees preference as to their choice of shifts. No senior employee shall be placed on a shift or have their shift changed while there are qualified employees with less seniority to be placed on the shift that the Region proposes to create or in which it proposes to place employees. Notwithstanding the above, the Region has the right to establish a rotation system if it considers it necessary to do so, subject to consultation with the Union.

Breaks

18.03 A ten (10) minute rest period shall be granted to all employees during each half of their daily shift with such times at the discretion of their immediate supervisor. Rest periods will be taken on the job site. In the case of Process/Scada Operators, breaks must be taken only as the exigencies of proper operation allow.

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

Reporting

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

Note: For purposes of this Clause, reporting for

work at the regular start time shall mean that the employee is physically present, ready for work, and properly attired to commence work. Proper attire shall include approved safety boots, hard hats etc., as required by the Occupational Health and Safety Act.

- b) Employees who report late for their shift shall not be deducted any pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more to the nearest exact fifteen (15) minutes that is longer.

Article 19 - Premium Pay and Allowances

Overtime

- 19.01 a) All hours worked in excess of the normal work day, the normal work week or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one half (1 ½), except as hereinafter provided. Work performed on specified holidays will be paid at time and one half (1 ½) the basic rate, plus a regular days pay. Overtime work performed on Sundays or the second regular day off will be paid at double (2) the regular basic rate. Overtime work performed on Saturdays will be paid at time and one half (1

%)the regular basic rate.

It *is* the intent of the foregoing that overtime will only be paid for time actually worked in excess of eight (8) hours in the day.

- b) Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular shift. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.
- c) i) It is agreed that any overtime opportunities will first be offered to available qualified permanent full-time employees in accordance with article 19.01 e) except where the overtime is continuous with the employee's regular work day. Except for all Waste Management operations and where overtime is continuous with the end of the employee's regular working day and lasts no longer than one and one half (1½) hours beyond the end of the employee's regular work day, the permanent full time employee performing the work will first be asked to complete the work. If the overtime

work lasts longer than one and one half (1½) hours or is declined by the employee performing the work during his regular work day, it shall be offered to permanent full time employee(s) in accordance with Article 19.01 e). If a sufficient number of qualified permanent full-time employees and qualified probationary employees cannot be obtained, then the Region may offer the extra work to temporary full-time and part-time employees, and failing this to anyone else selected by the Region. Any work which is a matter of emergency or urgency, which is not continuous with the employee's regular work day, shall be offered in accordance with Article 19.03. The Region will distribute overtime opportunities fairly among available qualified employees as set out in 19.01 e).

Footnote: The word "available" shall mean available within a reasonable time and distance.

For the purpose of overtime distribution, "qualified" shall mean possessing the necessary skill and ability to perform the overtime assignment in a competent manner.

- ii) Full-time employees must be offered the available hours on a specified holiday before these

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

- d) Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when employees are scheduled to work Saturdays and Sundays to enable them to complete a full work week or when a change of scheduled shifts is arranged between employees, and is approved by the Region, which may necessitate employees working hours in excess of their normal work week.
- e) The following general rules will apply in respect to the awarding of overtime in accordance with Article 19.01 c) Each operations section shall be governed by the principle covering that section as specified below. All overtime is subject to the ability of employees to meet qualifications of the classifications required. **Overtime rotation lists will be made available to employees for review, by contacting their supervisor.**

The following sections shall distribute overtime opportunities as follows:

1. Stores - **Operations Centre** - by rotation
- **Transit** - by rotation.
2. Doon - stand-by rotation on weekends, and by rotation during the week.
3. Water
 - i) Process/SCADA - rotated among qualified operators *off* schedule in accordance with need and qualifications.
 - ii) Field Maintenance - as on standby schedules, but excess hours are dealt with by rotation subject to location.
4. Landfill
 - i) Cambridge and Waterloo treated separately.
 - ii) Transfer stations are covered off by either Cambridge or Waterloo yards.
 - iii) Overtime shall be distributed on a rotational basis within each landfill site (ie. Waterloo, Cambridge) amongst available full-time employees in each classification

(ie. Scale person, Spotter, Labourer, etc.)

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

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

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

5. Transportation Operations

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

A) Traffic

- i) Selected classifications, e.g. Traffic Technicians and Traffic Signs, are on stand-by which is rotational.

ii) **All** others are rotational.

B) Roads

- i) In the case of Roads, any canvassing for "operators" shall firstly be done in the section, then the division, then in the department, subject to qualifications.
- ii) For specialty vehicles, e.g. gradall, back-hoe, grader, vacuum sweeper; regular operator will be called first.
- iii) When full coverage of plow or salt routes **is** required all regular operators shall be called first and should any of them not be available, the wingperson assigned to that particular vehicle or route shall be called and should any of them not be available, then the selection shall be made according to seniority in the patrol area.

When a partial call-in is required (ie. all operators are not required or a number of employees are already at work on their regular shift) the call-in procedure will be rotational amongst the regular operators or wingpersons in the patrol area.

- iv) **Two lists** shall be made up of those employees wishing to be called **for overtime other than winter operations and specialty vehicles; one list for the north sector (Heideberg Yard, Philipsburg Yard) and one list for the south sector (Central Yard and North Dumfries).** The list is to be signed by May 1st and November 1st of each year.

C) Airport

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

6. Mechanics

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

- f) Persons on sick leave of any duration (excluding family leave), **or a combination of vacation and/or banked overtime** that exceeds one day are not considered available for overtime until they return to work the following scheduled shift after their vacation period or illness except under emergency conditions.
- g) Temporary full-time employees as defined in the Definition of Employees Article of this Agreement, shall not be entitled to overtime payment for any work unless the Employment Standards Act regulations relating to the statutory holidays and hours of work, apply.
- h) Employees may accumulate overtime at the appropriate premium rate to a maximum of eighty (80) hours and be taken as paid time off at a time mutually agreed between the Region and the employee.
- i) 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).

Shift Premium

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

- i) afternoon shift - starting on or after 11:00 a.m. but before 9:00 p.m.; **effective January 1, 2002 - 88 cents per hour; effective January 1, 2003 - 90 cents per hour.**
 - ii) night shift - starting on or after 9:00 p.m. but before 4:00 a.m.; **effective January 1, 2002 - 88 cents per hour; effective January 1, 2003 - 90 cents per hour.**
- b) On Saturdays and Sundays, **effective January 1, 2002 - 88 cents per hour; effective January 1, 2003 - 90 cents per hour.**
- c) Shift premium shall not be paid regular Monday to Friday day shift hours. Shift premiums will not apply where the overtime premiums do apply. When employees work overtime as a continuation of their day shift or are called in outside of their normal hours, they shall not receive shift premiums.

Call-in

- 19.03 If employees are called in to work after having completed their regular shift and having gone home, they shall be paid a minimum of three (3) hours pay at the applicable overtime rate from the time the employee is called into work. Employees who are called into work will be allowed up to one (1) hour to report for duty from the time they are notified. In cases of extreme emergency, the one (1) hour notice shall not apply and employees will be expected to report to work as soon as possible.

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

Stand-by call

- 19.04 a)i) Authorized employees scheduled for "stand-by" call shall receive one hundred and forty-seven (\$147.00) dollars per week Friday to Friday effective January 1, 2001-\$154.00, plus fifteen (\$15.00) dollars per day extra effective January 1, 2001 - \$17.00 for any specified holiday occurring

in the stand-by period; and, all employees called out on emergency calls will be paid a minimum of two (2) hours at the appropriate overtime rate.

- ii) Employees authorized for short term stand-by shall receive twenty-one (\$21.00) dollars per authorized day plus effective January 1, 2001 - \$22.00, fifteen (\$15.00) dollars per day extra effective January 1, 2001 - \$17.00 for any specified holiday occurring in the stand-by period. In addition, when called out on emergency call, they shall be paid a minimum of two (2) hours at the appropriate overtime rate.

- b) Employees on "stand-by" will be allowed up to one (1) hour to report for duty from the time they are notified. In cases of extreme emergency, the one (1) hour notice shall not apply and employees will be expected to report as soon as possible.

- c) Employees on "stand-by" with the bell boy pager must report by telephone within fifteen (15) minutes of being paged.

- d) If an employee, through being called in to work for one or more call-outs, works eight (8) hours or more in the sixteen (16) hours immediately preceding his/her regular shift, the employee shall

be automatically granted a one (1) day unpaid leave of absence for the regular shift immediately following such overtime, if the employee requests such leave. If the day following such leave is a statutory holiday, the holiday shall be paid for, as if the employee had actually been working the day immediately prior to the holiday.

- e) A mechanic who is authorized for possible call-back shall be provided with a "bell boy" pager and a vehicle during stand-by periods which may occur between the winter months of November 15th to April 15th inclusive and stand-by provisions outlined in 19.04 a) shall apply during the winter months to authorized Mechanics.

Meal Allowance

19.05 A meal allowance of nine (\$9.00) dollars **(effective January 1, 2003 - \$10.00)** is payable to an employee if they work:

- a) three (3) or more hours continuous with the regular working day; or
- b) if an employee is called in to work without at least eight (8) hours notice and they work five (5) or more continuous hours.

Footnote: This could provide for a maximum of two (2) meal allowances should employees work both the three (3) continuous hour periods immediately preceding and following their regular shift.

Temporary Assignments

- 19.06a) Permanent employees called upon to perform duties in a higher rated classification for less than half shift shall be paid at the rate of the higher classification for all hours actually worked. If the employee works for more than half of the shift in the higher rated classification they will be paid at the rate of the higher rated classification for the whole shift. Should employees be assigned to a lower rated job, their rate of pay shall not be changed. This clause shall not be used to demote an employee for disciplinary purposes.
- b) Employees shall be paid for the holiday according to the classification of the job they were performing on the working day immediately prior to said holiday.
- c) Union representatives as listed in Article 11.01 a)

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

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

Article 20 - Absence From Work

20.01 Employees who are unable to assume their normal duties on any working day, must notify the Region prior to the commencement of their regular shift.

20.02 a) i) An employee who is absent by reason of illness and whose absence is in excess of three (3) consecutive working days, shall be required to

furnish a medical certificate from a duly qualified physician, oral surgeon or chiropractor for each such absence; this certificate is to be submitted to the supervisor/manager and/or superintendent by the employee no later than the end of the pay period following that in which the absence occurs.

- ii) The maximum absent period that can be excused by a certificate from an oral surgeon or chiropractor is five (5) working days. Any period longer than five (5) working days, requires a medical certificate from a duly qualified physician for those days in excess of the five (5) working days.
- iii) Employees must notify their supervisor, manager, or superintendent of their intention to return to work not later than one hour before the start of their shift. Employees returning to work following illness will endeavour to give such notice at least one full working day before their return.
- iv) In this Article, where the Region requests or requires an employee off on sick leave or W.S.I.B. to supply medical information for rehabilitation purposes, the Region agrees to reimburse the employee for the actual cost of such information to

a maximum of \$75.00 per request.

- b) Should employees be absent due to illness at least a full regular working day prior to the start of their scheduled and approved vacation, and the sickness runs into and exceeds such scheduled vacation period, then the said vacation period shall be transferable to sick leave only if all of the following criteria are met.
 - i) affected employees must request the transfer in writing to the Assistant CAO, Human Resources or designate within seven (7) calendar days of their return to duty.
 - ii) the request must be supported by a medical certificate that is signed by the attending physician or designate and indicates the start and termination dates of the sickness period and that the employee was under the doctor's care.
 - iii) when sickness runs into such scheduled vacation, but neither exceeds or is less than the scheduled vacation i.e. it is for the exact period, it would be deemed to have exceeded the scheduled vacation period only for the purposes of possible relief under Clause

20.02 b) (i) and (ii).

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

If employees are not satisfied with their rating following such an examination, they will have the right to be examined by their own physician. If the report on the employee's physical is contrary to the first report, they will be examined by a third physician satisfactory to both parties. The third physician will be requested to complete the standard medical examination form but will not be informed of the reason for such examination. The results of such examination shall not be disclosed to the Region without the consent of the employee who may wish to use the same in support of a claim for special consideration. If the employee allows the results to be disclosed to the Region a decision of the majority will be binding. If the employee does not allow the results to be disclosed to the Region, the decision of the physician used by the Region shall be binding.

20.04 Employees who are absent from duties by reason of illness, injury, or accident, must present a suitable medical certificate from both their personal physician and the Regional physician, to their supervisor/manager or superintendent prior to returning to full-time duties, if either of the situations in a) or b) following are evident:

a) i) the absence, regardless of reason, is for a continuous period in excess of twenty-one (21) calendar days.

ii) if the Region requires an employee to bring in a medical certificate from both physicians for periods of less than twenty-one (21) calendar days, because special medical circumstances in the opinion of management warrant same, the Region would be prepared to inform the employee in writing of their reasoning, if so requested in writing by the employee.

b) The absence results from an accident, injury or incapacity to the body or any part thereof.

20.05 **The medical certificates required in Clause 20.04 must attest to the ability of the employee to return to their duties. Where there are any restrictions or limitations to an employee's**

ability to perform their full-time duties, the provisions of article **20.06** apply.

20.06 Rehabilitation and Modified Work and Modified Duties

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

a) Return to Work and Job Security

- i) An employee, who because of illness or injury, remains off work due to sick leave or an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority.
- ii) Should an employee be capable of performing the essential duties of their former position, the Region shall return the employee to their former position. Should an employee not be capable of return to their former position, the Region and the Union shall jointly determine the suitable placement of any employees on sick leave, L.T.D. or W.S.I.B. who are capable of returning to work. Failing agreement on

suitable placement, the employee shall at all times retain their right to bump a less senior employee in any other classification.

iii) The parties agree to make all reasonable efforts to find modified or suitable work within the bargaining unit. Where such work cannot be found, the parties agree to provide reasonable accommodation for the employee, in accordance with applicable legislation.

b) Modified Duties

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

ii) Objectives of the program:

- to restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
- to provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.

- to accommodate **and/or** rehabilitate an ill or injured employee in **his/her** original position or **job**, wherever feasible, or to accommodate the employee in another position or **job which has been jointly determined to meet the capabilities and limitations, as established by the employee's attending physician(s) or examiner(s).**

iii) Definitions:

Modified Work

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

Suitable work

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

c) Access to the Program

Any employee who has sustained an occupational or non-occupational illness or injury, that prevents him/her from performing the essential duties of their regular job shall be eligible to participate in this program.

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

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

discussed verbally by the parties.

e) **The Modified Work Program Procedure**

At the request of either party, the Region and the Union shall discuss and jointly determine the design of modified work or duties based on medical information for an employee who is off work due to illness or injury. When this request is made by either party, the Modified Work representatives of each party shall meet if required. The parties will reach agreement on the proposed modified work to be undertaken by the employee before the employee is required to begin such modified work, except where such agreement would delay the employee returning to work.

In the case of permanent accommodation, the Region and the Union shall determine the wage rate, if not the employee's former wage rate in accordance with approval and medical restrictions of the attending physician. In all cases, the proposed modified work or duties shall be in accordance with the approval and medical restrictions of the

employee's attending physician(s) or examiner(s).

- f) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.
- g) The modified work assignment must be productive and meaningful **to the affected employee** and the Region. The modified work assignment must suit the medical restrictions, education and **training/experience** of the employee. Medical restrictions will be determined by the employee's attending **physician(s) or examiner(s)**.
- h) **The employee will not be assigned to any overtime work during the modified work program unless such overtime work has been authorized by the attending employee's physician(s) or examiner(s).**

Article 21 - Safety

21.01 a) The Region shall observe all accepted safety practices and Health and Safety legislation and

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

- b) Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee, to examine all Health and Safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment. The parties acknowledge that a Joint Health and Safety Committee can only be successful where everyone on the committee is committed to health and safety in the workplace. The parties agree to undertake to ensure the members of the committee operate in accordance with the full intent of the Occupational Health and Safety Act. Measures to protect workers from exposure to hazardous chemical, biological and physical agents shall be in accordance with current Ontario Ministry of Labour legislation, standards and guidelines or the American Conference of Governmental Industrial

Hygienists guideline (**T.L.V's** or **B.E.I's**). The Region will adhere to whichever of the above mentioned affords the greatest level of protection for members of the bargaining unit.

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

21.02 Workers' Compensation

- a) The Region shall provide the Union President with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety & Insurance Board (W.S.I.B).
- b) In the event of an employee's absence due to sickness or injury, said employee will be eligible to receive benefits under the Region's sick leave plan until such time as their sick leave credits are exhausted, regardless of the cause of the

sickness or injury. Workers' compensation payments shall be reimbursed to the sick leave plan if the Region receives the Workers' Compensation payments when the claim is approved.

- c) i) Where an employee is absent and in receipt of W.S.I.B benefits, the Region will make up the difference between compensation payments and their regular pay (wage top up), by debiting the employee's sick leave credits with one (1) hour for each such absence of their normal work days until such time as their sick leave credits are exhausted.
- ii) Should the rate of W.S.I.B. benefits be reduced, the employee shall continue to receive full pay from the Region, subject to the provisions of Article 21.02b). The additional percentage of pay (wage top up) shall be made up by increasing the charge against the sick leave credits, an amount which shall be mutually agreed upon between the Region and the Union. The Region shall not seek to amend the current charge against the sick leave credits of one (1) hour per day unless the rate of compensation benefits is reduced below eighty-five (85%) of net pay.

- d) It is understood that part b) and part c) are premised on the compensation payment coming directly to the Region. Should the compensation payment go directly to the employee for whatever reason, the foregoing will still apply, providing the employee turns the cheque over to Human Resources, uncashed, immediately upon receipt. Failure to turn the cheque over as required will result in an immediate cancellation of any withdrawals whatsoever from sick leave credits and the Region will not make up the difference as stated above, for the length of the instant claim.
- e) The Region undertakes to notify an injured employee when their sick leave credits are nearing exhaustion and the Region will inform the Workplace Safety & Insurance Board (W.S.I.B) to re-direct compensation payments to the employee.
- f) An employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all the benefits of this Agreement subject to the provisions of Clause 23.01.
- g) The Region agrees that an employee who is injured while at work, shall, upon return to work,

be reinstated to the position, shift, and rate held at the time of the injury, provided the employee is capable and qualified to perform the former employment. The Region will apply the modified duties plan subject to the abilities of the injured employee and the work available.

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

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

21.04 Safety and Security of Employees

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

21.05 Notifications of Incidents/Accidents

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

Article 22 - Clothing & Equipment

22.01a) Employees are required to keep Regional clothing and footwear issues in good repair.

- b) Gloves shall be supplied for all employees when conditions require the use of gloves.
- c) Rainwear shall be issued once and be maintained by the employee. In the event that the Rainwear is worn out or becomes otherwise non-serviceable, the employee shall exchange the defective rainwear for a new one.
- d) Rubber boots will be supplied when conditions require their use. Galoshes will be supplied. Rubber galoshes, buckled, with light felt type

lining, will be issued for winter use, to be worn over the work shoes. Worn out boots and galoshes must be exchanged for new issues.

- e) Coveralls will be supplied and laundered as required.

22.02 a) Regional employees will select their clothing issue using the Uniform Order Form as outlined in Appendix B of this Agreement. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal the current cost of the standard issue which is defined as:

- i) 3 shirts supplied once per year
- ii) 3 pairs of pants supplied once per year
- iii) 1 jacket supplied every 3 years
- iv) 1 parka supplied every 2 years

The resulting formula for establishing the total points allowed is the sum of: the average cost of a shirt x 3, plus the average cost of 1 pair of pants x 3, plus the cost of 1 jacket/3, plus the cost of 1 parka/2.

The total points will be amended from year to year

to reflect the changes to the formula as outlined above. **The total points for full-time employees will be amended to 200 in 2002 and 214 in 2003.**

- b) Unused points cannot be carried forward from year to year.
- c) Items listed on the Uniform Order Form can be amended from time to time only by mutual agreement of the parties.
- d) Employees who do not choose the standard issue will be responsible for providing their own clothing, at their own expense, in the approved colour (blue). Excessively worn, tattered or dirty clothing will not be permitted. Green clothing may no longer be worn.
- e) Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled overtime. "Reasonable" attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.
- f) **All** clothing will be issued in the month of January or as soon as possible thereafter.

22.03 Short pants may only be worn between May 1st and Thanksgiving Day holiday weekend. The short pants will be of a reasonable length. As a guideline, approximately two to three inches above the knee would be considered reasonable. **All** necessary safety requirements are to be met and if for safety reasons, short pants are deemed by management to be inappropriate in specific areas or situations, they must not be worn.

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

b) Permanent full-time employees can either remain with present safety footwear issue as outlined in a) above, or agree to get their own choice of footwear. The Region will issue two (2) purchase chits annually in the maximum amount of **\$95.00** for each purchase chit or, one purchase chit in the maximum amount of **\$190.00**. Any costs above these amounts becomes the responsibility of the employee. Employees would be required to possess safety footwear in an acceptable and

safe condition.

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

22.05 Employees who are issued clothing and/or safety boots whose employment is terminated for any reason prior to the completion of eight **(8)** weeks of continuous service shall have the cost of the clothing and/or boots deducted from their pay.

22.06 Temporary full-time employees will be issued clothing as specified in this Article at the discretion of the Region following four **(4)** months of continuous temporary full-time employment, but **only** to the extent deemed necessary by the Region for the expected remaining total of service.

22.07 Each Mechanic shall be paid a tool allowance of \$350.00 per annum **(effective January 1, 2003 - \$600.00 per annum)**. **Effective January 1, 2003 Landfill Servicepersons shall be paid a tool allowance of \$425.00 per annum and Maintenance Specialists shall be paid a tool allowance of \$300.00 per annum.**

Article 23 - Health & Welfare Benefits

Employee Benefit Program

- 23.01** The Region will pay one hundred percent (100%) towards the cost of the following benefits outlined in Articles 23.01, 23.02, 23.03, 23.04, 23.05, 23.06 which 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.

- 23.02a)** Benefit coverage, where applicable, will be maintained by the Region, subject to the provisions of Article 8.06, for employees absent on Workers' Compensation and Long Term Disability, for a period of time equal to the length of their seniority at the time of the commencement of the absence, or for thirty (30) months, whichever is the lesser.

23.02b) The Region will not participate either in full or in part toward the premium cost for any part of the Employee Benefit Program when an employee is off unpaid for any reason in excess of thirty (30) calendar days except for:

- an employee on maternity leave, to a maximum of seventeen (17) weeks,
- an employee on parental leave, to a maximum of thirty-five (35) weeks,
- an employee in receipt of LTD benefits.
- an employee on layoff, to a maximum of six (6) months, subject to the provisions of Article 8.06 c).

If the Region does allow an employee to continue benefits beyond the thirty (30) calendar day period, then arrangements suitable to the Region must be made with the Human Resources Department before expiration of the thirty (30) day period and such arrangements will be automatically terminated and coverage lost if the Region is not reimbursed as per the arrangements agreed to. It is understood that this provision also applies to employees who are suspended in excess of thirty (30) calendar days.

23.03 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) Extended Health Care Plan

Major Eligible Expenses Include:

LIMITS

- ↳ vision care **\$250** every 2 consecutive calendar years effective **January 1, 2002**; **\$275** every 2 consecutive calendar years effective **January 1, 2003**.
- ↳ semi-private hospital room
- ↳ out of Province emergency medical insurance (**Medi-Connect**)
- ↳ supplementary health care:
- ↳ massage therapy 15 visits/calendar year

- ↳ chiropractor **\$350/calendar year**
- ↳ osteopath, naturopath, podiatrist **\$250/calendar year for each discipline**
- ↳ psychologist **\$750/calendar year**
- ↳ **audiology test 1 test every three (3) years to a maximum of \$75.00**

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

As Prescribed by a Physician:

- ↳ prescription drugs as per the present policy #82000-B
- ↳ private duty nursing by a registered nurse **\$25,000/calendar year**
- ↳ physiotherapist
- ↳ speech language pathologist **\$250/calendar year**
- ↳ lab and x-ray exams

- ↳ wigs - chemo/radiation therapy \$500/life
- alopecia \$350/calendar year

- ↳ trusses, braces, crutches, etc.
blood, plasma, oxygen
rental of iron lung, hospital bed,
wheelchair, artificial eyes, limbs
ambulance

As Prescribed by an Otolaryngologist:

- ↳ hearing aids \$1000/3 years

As Prescribed by a Podiatrist or Physician:

- ↳ orthopaedic shoes \$150/calendar year

d) Benefit coverage is continued for spouse of deceased employee for twelve (12) months.

e) Deductibles of ten (\$10.00) dollars single and twenty (\$20.00) dollars family will apply, with 100% being paid after the deductible is satisfied. Human Resources Development Canada (formerly the Unemployment Insurance Commission) allows the employer a credit against Employment Insurance premiums because of the

Region's sick leave plan, and it has been agreed that this credit, as it applies to employees in this union, is to be used to delete the deductibles of \$10.00 and \$20.00 for the Extended Health Care Plan, while the credit continues to be received.

Long Term Disability Plan

23.04 The Long-Term Disability plan pays seventy (70%) percent of an employee's gross monthly salary if they are incapable of performing their normal work because of illness etc., after a seventeen (17) week (119 calendar days) waiting period or when the employee's sick leave credits are exhausted, whichever is the greater.

Dental Plan

23.05 a) The Region will provide a basic preventative dental plan at the current O.D.A. schedule through a carrier of the Region's choice, which is at least equivalent to the plan now in effect.

b) The Region shall provide a major restorative rider to provide for major reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges, or dentures on the basis that the insurer and the

employee will each pay one half ($\frac{1}{2}$) the total cost of the **treatment(s)**, but in any event, the insurer's share not exceed **\$3,000.00** in any one calendar year.

- c) The Region shall provide a rider to the plan to provide for orthodontic services to a lifetime maximum of **\$2000.00** per person with fifty (50%) percent of the cost of the treatment paid by the employee and the remainder provided by the plan.

Accidental Death and Dismemberment Insurance

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

Sick Leave Plan

23.07 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 ($1 \frac{1}{2}$) days per month of completed service.

- b) Service does not include unpaid leave of absence

exceeding thirty (30) calendar days.

- Absences due to maternity or parental leaves are not considered unpaid leave of absences for the purposes of the by-law. The maximum absence for maternity leaves is seventeen **(17)** weeks, and the maximum for parental leave is thirty-five (35) weeks.
- c) Service for all purposes in the by-law shall commence from the date of last hire as a full-time employee.
- d) Service to which Section 27(4) of The Regional Municipality of Waterloo Act applies is recognized and where an employee with such service was in a plan which provides for greater vesting of credits, vested credits are not divested.
- e) Medical certificates are required to authenticate absences in certain circumstances and may be required in others as specified in the By-law.
- f) Without restricting the right of the Region to manage attendance, no employee shall be denied the use of their accumulated sick leave, if they have any sick leave credits remaining in their sick leave bank. In the event a supervisor believes that

sick leave is being improperly used by an employee, the supervisor may request that the employee provide the Region with medical certificate(s) to validate the absence(s).

- g) Permanent full-time employees are entitled to utilize up to five (5) days of accumulated sick leave in a calendar year, to attend to family illness.
- h) i) On termination due to death or early or normal retirement, one half ($\frac{1}{2}$) of the employee's accumulated sick credits are paid out, to a maximum of one half ($\frac{1}{2}$) a year's pay.
- ii) On termination for any other cause, after five (5) years service, one half ($\frac{1}{2}$) of the employee's accumulated sick credits are paid out, to a maximum of one half ($\frac{1}{2}$) a year's pay.

Employee's Pension Plan

- 23.08 All permanent full-time employees must participate in the Ontario Municipal Employees Retirement System Plan (OMERS), and in addition the Region will provide at the Region's expense, a 2% Type II Supplementary Plan based on the five year period ending December 31st, 1975, integrated with the Canada Pension Plan and any pension provided

for service with predecessor employers of the Region.

Temporary full-time employees are not eligible for participation in OMERS. Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.

Retirees Benefits

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

- a) The benefits available will only be,
 - Ontario Hospital Insurance Plan (and always subject to Provincial regulations).
 - Extended Health and Supplementary benefits
 - Dental
 - Life Insurance of two times the OMERS annual pension, rounded to the next even thousand dollars that is higher.
 - Accidental Death and Dismemberment of two

times the **OMERS** annual pension, rounded to the next even thousand dollars that is higher.

- b) Coverage other than **OHIP**, shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of **CUPE Local 1656**.
- c) Unless the Region is notified in writing to the contrary before the **retiree's** retirement date, the **retiree** will be automatically enrolled in the applicable benefits.
- d) **Retirees** cannot elect a choice of benefits. All benefits must be taken as offered.
- e) All benefits will cease effective:
 - i) the last day of the month in which the **retiree** attains age 65, or;
 - ii) in the case of the **retiree's** death:
 - a) re-employment of their spouse
 - b) re-marriage or common law relationship entered into by their spouse
 - c) the last day of the month in which the

retiree would have attained age 65.

Prescription Safety Glasses

- 23.10 The Regional Municipality of Waterloo will pay up to a maximum of one hundred (\$100.00) dollars (single vision) and one hundred and twenty-five (\$125.00) dollars (bi-focals), towards the purchase price of a pair of prescription safety eye glasses, subject to the following conditions:
- i) Where documented medical requirement in writing from an Ophthalmologist would raise the cost of the basic package for an employee, the Region would cover the extra cost on an individual employee basis.
 - ii) Completed requisitions must be approved by the supervisor and a copy of the requisition with the original receipt forwarded to Health and Safety Section.
 - iii) The employee for whom the prescription safety eye glasses are purchased, will pay to the Regional Municipality of Waterloo by means of payroll deduction, any extra cost in excess of the current maximums.

- iv) Replacement will only be as authorized by the appropriate supervisor and Health & Safety Section however, under no circumstance will the Region participate in the above costs more often than once in any twelve (12) calendar month period.
- v) The cost of these glasses would be in addition to any glasses obtained through the vision care benefits contained in the Region's major medical program.

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

- a) Employees have not reached their vision maximum through another purchase i.e. within the two year period, the major medical program maximum cannot be exceeded.
- b) The safety glasses must be prescription glasses. Old non-approved safety frames cannot be refitted with new prescription safety lenses.

- c) The Region is to send in a photo copy of the receipt, as well as indicating their payment to the employee.
- d) The employee's coverage is in effect on the date the expense is incurred.
- vi) The program will be co-ordinated by the Health and Safety Section.

23.11 Temporary Employee Payment in Lieu of Benefits

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

Article 24 - Copies of Agreement

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

Article 25 - Bulletin Boards

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

or personal nature.

Article 26 - Definitions of Employees

Probationary Employees

26.01a) A probationary employee is one who has not completed three (3) months of continuous full-time service or sixty (60) actual days worked whichever is the greater, but who will be appointed to the permanent full-time staff upon the completion of three (3) months of continuous full-time service or sixty (60) actual days worked whichever is the greater.

Permanent Full-time Employees

- b) Permanent full-time employees are those who have satisfactorily completed their probationary period of employment, or who have completed more than six (6) continuous months of service as temporary full-time employees, or who are regularly employed more than twenty-four (24) hours per week.

Temporary Full-time Employees

- c) i) A temporary full-time employee is one who has been hired to work the regular number of hours

in the hiring department for a specified period of time of six (6) continuous months or less or as replacements for employees absent due to illness or injury or leaves of absence under this Collective Agreement.

Any employee retained for a period of more than six (6) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority. Temporary full-time employees transferring to permanent full-time positions without a break in service, will have one half ($\frac{1}{2}$) of their accumulated temporary service acquired since their last starting date deducted from their probation period. Temporary full-time employees will not have recourse to the grievance or arbitration procedures when their temporary full-time employment is terminated for any reason.

- ii) Temporary full time employees transferring to permanent full-time positions will have all of their accumulate temporary service acquired since their last starting date, counted toward their seniority after the completion of their probationary period.**

Part-time Employees

- d) A part-time employee is one who has not been

regularly employed for more than twenty-four (24) hours per week,

Students

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

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

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

Article 27 - Retirement Age

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

Article 28 - Miscellaneous

- 28.01 Employees will not be restricted to live in any particular area provided that they can travel to their place of work in a reasonable length of time and provided that the distance or area cannot be used **as** a reason or excuse for not reporting to work as required.
- 28.02 Appendices A, B and C shall form part of this Agreement.
- 28.03a) The cost of tradespersons' licences and propane installation/servicing licences will be reimbursed by the Region upon submission of the required proof of payment by the tradesperson.
- b) The Region will pay the cost of a "Z" endorsement to the driver's licence of employees who require such endorsement in order to perform their job.
- c) If an employee, in order to perform their current duties, is required by the Region or provincial statute, regulation to be tested to obtain or maintain their driver's licence above a Class G, the Region shall allow the employee the use of an appropriate Region vehicle for a required road test with five (5) days advance notice.

28.04 In the event that any of the titles used in this Agreement to identify management employees of authority are changed by Regional Council, such changes will be deemed to be automatically accepted as being applicable to this Collective Agreement, on receipt by the Union, of notice, in writing, of said changes. Said notice may be provided by registered mail, certified mail, or hand delivered mail.

28.05 **Tools Coverage Policy**

The Region is prepared to cover the replacement cost of employee's tools which have been lost or damaged under circumstances such as fire, and theft where there is evidence of forced entry and police have investigated. Employees shall supply the Region, annually or more often as required, with a list of their tools, and said list shall be subject to audit at any time.

28.06 **Driver's Licence Suspension**

- a) If an employee, who is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, loses their driver's licence and/or is otherwise prohibited from operating a vehicle, they must immediately advise their supervisor.

- b) When an employee loses their licence and is therefore unable to perform the essential duties of their job, they shall be given a layoff, subject to d) below for the same period of time they are without their driver's licence **and/or** prohibited from driving.
- c) When their licence is restored they shall advise the Region and **shall** be recalled to work.
- d) The employee will not be laid off from work where:
 - i) the employee can secure another **form** of transportation at their own expense, and continue to perform the essential duties of their job.
 - ii) where a driver's licence is not an essential part of the employee's **job** and the employee can be assigned to a vacant non-driving position or classification.
 - iii) it is possible for the employee to change jobs with another employee in the bargaining unit. The change of jobs must be voluntary on the part of both employees and each employee must have the necessary skill and ability to perform the work **of** the job they are assuming with a five day orientation period, but without

training. Employees making such exchange shall be paid the rate of pay for the jobs they perform. At the end of the period of licence suspension or prohibition both employees shall return to their former jobs.

- iv) there is a vacant position that the employee has the skill and ability to perform with a five day orientation period but without training. The employee shall be paid the rate of the job. **At** the end of the period of licence suspension the employee shall return to their former job.
- e) Arrangements where-by an employee changes jobs with another employee, or takes a vacant position, are subject to the approval of the **supervisor(s)** involved and the provisions of Article 9.03 of this Agreement shall not apply. Any and all other requirements **of** the Collective Agreement that would be applicable in such situations, will continue to apply.
- f) An employee as set out in Article 28.06 a), who loses their licence by suspension, or is prohibited from driving for a second time as the result of the decision of a court or tribunal for reasons not related to drugs or alcohol, and is therefore unable to perform the essential duties of their job, shall be

treated in accordance with 28.06 d).

Notwithstanding the above, an employee who can restore their licence but choose not to, will not be permitted to avail themselves of 28.06 d).

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

28.07 **Mileage**

- a) **Authorized employees who use their personal automobile in the performance of their duties will receive thirty-seven cents (37) for each authorized kilometre.**
- b) Mileage will be paid for temporary reassignment as follows:

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

- c) The Region will only pay mileage for the first **thirty-one (31)** calendar days of any reassignment. If at the direction of a Supervisor or Superintendent, the **thirty-one (31)** calendar day period is broken by more than five (**5**) working days, then the **thirty-one (31)** calendar day period recommences.
- d) No mileage will be paid for reassignment resulting from a successful bid on a posted job.

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

Article 29 - Technological Change

29.01 Technological change shall be defined as change as a result of introduction of equipment, materials or processes different in nature to that previously utilized which negatively affects the employment status (eg. position declared redundant, wage rate goes up or down) of one or more employees.

- 29.02 When the Region is considering the introduction of technological change, the Region shall notify the Union as far as possible in advance of its intentions and plans. At least sixty (60) days in advance of the introduction of the change, the Region shall provide the Union with an outline of the change. The Region shall provide the Union with regular information updates.
- 29.03 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.
- 29.04 The parties shall meet to discuss the following options, in the order listed, for any employee whose position is declared redundant or who is affected by displacement as a result of technological change:
- a) placement in a vacant position of equal or lesser classification for which the employee possesses the skills and ability;
 - b) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day orientation period and no

training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification.

- c) training, at the Region's expense, for a period of time not to exceed **200** hours over a four **(4)** month period, to provide the employee with the skills required by the new method of operation or **to** fill an existing vacancy of equal or lesser classification.

29.05 No employee shall be hired into the bargaining unit by the Region until all qualified employees affected by the technological change have been considered for the vacancy.

Article 30 - Performance Appraisals

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

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

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

- 30.02** The parties agree to use the Performance Appraisal Form dated October 1999. This form can only be changed through the mutual agreement of the parties.

Article 31 - Term of Agreement

31.01 This Agreement shall become effective from **January 1, 2002** and shall remain in force until **December 31, 2003**, 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 30th day of January, 2002, at Kitchener, Ontario.

The Canadian Union of Public
Employees, Local 1656

John Scroggin
Member of Negotiating Committee

[Signature]
Member of Negotiating Committee

Leiner Stremple
Member of Negotiating Committee

[Signature]
Member of Negotiating Committee

Member of Negotiating Committee

Mark Charbonneau
Representative

The Regional Municipality of
Waterloo

[Signature]
Regional Chair

[Signature]
Clerk

Cheryl Howe
Assist. C.A.O., Human Resources

[Signature]
Director, Employee Relations

Appendix 'A'

Classification	Position No.	January 1, 2002	January 1 2003
Custodian (Heritage) Operator (Recycling) Operator (Waste Management)	R00634 R00813 R00541	15.91	16.51
Operator (Roads)	R00542 After 1 yr After 2 vrs	15.91 16.28 17.03	16.51 16.88 17.63
Maintenance Operator (Water)	R00565	Uncertified - 16.88 6 months - 17.58 1 year - 18.42 2 years - 19.40 Level 2 - 20.82 Level 3 - 21.39 Level 4 - 21.95	17.48 18.18 19.02 20.00 21.42 21.99 22.55

Process/SCADA Operator	R00561	Uncertified - 17.29 6 months - 17.98 1 year - 18.83 2 years - 19.81 Level 2 - 21.22 Level 3 - 21.80 Level 4 - 22.36	17.89 18.58 19.43 20.41 21.82 22.40 22.96
Stockkeeper II (Transit)	R00893	16.64	17.24
Stockkeeper I (Transit)	R00894	17.57	18.17
MEO (Roads) MEO (Scaleperson) MEO (Spotter) MEO (Stockkeeper) Technician, Maintenance (WRH)	R00544 R00548 R00545 R00547 R01000	17.03	17.63

HEO I (Landfill Serviceperson) HEO I (Recycling Truck Driver) HEO I (Roads) HEO I (Sweeper) HEO I (Zone Painter)	R00552 R00553 R00549 R00593 R00550	17.72	18.32
Sign Repairer II	R00594	Start - 17.03 2 years - 17.72	17.63 18.32
General Maintenance II (Facilities) HEO II (General Mtce - Heritage) HEO II (Roads)	R00625 R00557 R00555	18.04	18.64
HEO III (Composting) HEO III (Gradall) HEO III (Landfill) HEO III (Paint Striper) HEO III (Signmaker I) Sign Repairer I	R00756 R00559 R00558 R00560 R00556 R00585	18.40	19.00

Maintenance Operator (Airport)	R00711	18.84	19.44
Building Operator	R00577	20.99	21.59
Signal Repairer I Traffic Painter I	R00570 R00583	19.22	19.82
Mechanic, Light Equipment Technician, Water Quality	R00575 R00572	20.20	20.80
Chief Building Operator	R00578	23.15	23.75
Mechanic, Heavy Equipment Maintenance Specialist Signal Technician II Technician, Control Systems	R0576 R00579 R00573 R00620	21.11	21.71
Maintenance Electrician (Water) Maintenance Mechanic (Water) Senior Instrumentation Technician	R00581 R00582 R00574	22.36	22.96
Signal Technician I	R00592	21.95	22.55

Appendix "A" continued

The following outlines the procedure to be used in establishing the differential pay for Mechanics (Heavy) involved in Heavy Equipment Maintenance.

1. All mechanics eligible must be licenced class "A" mechanics.
2. The definition of "heavy equipment" shall be at the sole discretion of the Manager, Fleet Services.
3. Mechanics shall qualify for the differential only while employed as Mechanics performing Heavy Equipment Maintenance.

Special Notes

1. Lead Hands:

1. PREMIUM:

When an employee is assigned to be a Temporary Lead Hand or where the employee holds the position of Regular Lead Hand, the employee shall be paid his/her rate of pay plus \$1.00 per hour or the hourly rate of the highest classification actually supervised in that work group, whichever is the greater, while holding the position or while

performing the assigned duties.

When the employees being supervised number six or more, the Regular Lead Hand or the Temporary Lead shall be paid his/her own rate of pay **plus \$1.75** per hour or the hourly rate of the highest classification actually supervised in that work group, whichever is the greater, while performing the assigned duties.

The following will apply to the Regular Lead Hand classification and Temporary Lead Hand position:

- i) A Regular Lead Hand will receive the rate differential for all hours worked and such rate differential shall be included and computed for overtime, vacation pay, sick leave, statutory holidays and OMERS.
- ii) A Temporary Lead Hand will receive the rate differential for all hours worked as a Temporary Lead Hand and such rate differential shall be included and computed for overtime, vacation payment as provided for in 16.02 b), statutory holidays as provided for in 19.06b) and OMERS.
- iii) **If a Temporary Lead Hand assignments(s) exceeds 30 continuous working days the Temporary Lead Hand will, in addition to those items listed in ii) above, receive the rate differential for all vacation**

and sick leave taken during the remainder of the assignment. For the purposes of this calculation, 30 continuous working days shall include breaks in Temporary Lead Hand Assignments of 5 working days or less.

2. TEMPORARY LEAD HANDS:

- a) Where more than one employee(s) are working or functioning together as a unit, and where a temporary lead hand is deemed necessary by the Supervisor/Manager or Superintendent, the senior qualified employee who regularly performs the work shall be appointed as a Temporary Lead Hand. The least senior qualified employee in the unit must accept the assignment if all more senior employees decline the assignment.
- b) An employee appointed as Lead Hand shall carry out and be responsible for the following duties, which are not necessarily all inclusive:
 - i) Assign and delegate and co-ordinate and oversee the work to be performed, with particular emphasis on quality of work and conduct of the crew.
 - ii) ensure that the work is carried out in a safe and expeditious manner.
 - iii) advise and monitor the crew to ensure work is

carried out in accordance with safety regulations, and wear and/or make use of required safety equipment at appropriate times.

- iv) if required, ensure time cards and any reports or necessary documents are completed and forwarded to the appropriate person.
- v) Lead Hands shall not discipline. However, just as soon as possible they must report to the Supervisor/Manager or Superintendent, any instance of conduct or behaviour by subordinates or external users of Regional facilities, where such conduct or behaviour contravenes established rules and regulations or is working or acting in a manner that is unsafe or contrary to good order and discipline. Once the Lead Hand reports to the Supervisor/Manager or Superintendent, the Supervisor/Manager or Superintendent shall be responsible for any further handling of the matter.
- vi) Lead Hands shall not attend or be required to attend any meetings between the Supervisor or Manager and an employee concerning the employee's performance, an investigation of employee conduct or discipline of an employee.
- vii) if modifications are required by either party, a union/management meeting shall be the vehicle used for discussions.

- c) If a Temporary Lead Hand assignment exceeds 1040 continuous hours in a calendar year the Union and Management shall meet to discuss the need to create a Regular Lead Hand position.

3. REGULAR LEAD HANDS

The Region may, from time to time, create or eliminate Regular Lead Hand positions. The Region will give the Union eight (8) weeks notice if a Regular Lead Hand position is to be created or eliminated. The duties of the Regular Lead Hand will include those of a Temporary Lead Hand plus any other duties described in the job posting.

Regular Lead Hand positions exist in the following areas:

- Water Division - Kitchener (Greenbrook) Station
 - Rural (St. Jacobs Station)
 - Cambridge (Middleton) Station

- Landfill Division - Waterloo Site - Operations
 - Transfer Stations & Scales
 - Cambridge Site

- Fleet Services - Landfill
 - Heavy
 - Light

- Facilities Management- Building Operations
 - Facilities Maintenance
 - Doon Heritage Crossroads
- Transportation Operations- Operations Centre
- Transit - North Depot

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

4. QUALIFICATIONS OF LEAD HAND:

While the Lead hand is responsible for assigning, delegating, co-ordinating and overseeing the work of employees being supervised, in some circumstances the Lead Hand may not be required to be capable of performing the duties or possessing the skills and abilities of the employees they are leading.

3. Landfill Mechanic Premium

A Landfill Serviceperson, a Mechanic, and a Mechanic's Helper, or any other assigned employee who might be assisting the Mechanic, will, while working on landfill equipment and have direct and

regular contact with refuse material, receive fifty (50) cents per hour while **so** working.

4. Landfill Premium

Operators, Spotters, **Scale Persons** and Heavy Equipment Operators (I,II,III) working at or assigned to work at the landfill sites **and the transfer stations** will be paid an additional forty (40) cents per hour, calculated on a daily basis. **Scale persons will be excluded from this premium while working in the Scale House.** The intent of this Clause is to provide a premium to employees who have direct contact with refuse.

5. Flagging

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

6. Temporary and Probationary Employee Rates of Pay

Temporary full-time employees and probationary employees will receive seven and one half (7 ½%) percent less than the regular permanent rate of the classification they are employed in, until the completion of three (3) months continuous service, or sixty (60) actual days worked, whichever is the greater, when they will commence receiving the regular permanent rate.

The seven and one half (7½%) percent rate reduction will not apply to the Scada/Process Operator rates as shown in Appendix "A".

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

7. Process/Scada Operator and Maintenance Operator

Process/SCADA Operator:

January 1, 2002		January 1, 2003	
Uncertified	17.29	Uncertified	17.89
After 6 months	17.98	After 6 months	18.58
After 1 year	18.83	After 1 year	19.43
After 2 years	19.81	After 2 years	20.41
Level 2 Certification	21.22	Level 2 Certification	21.82
Level 3 Certification	21.80	Level 3 Certification	22.40
Level 4 Certification	22.36	Level 4 Certification	22.96

Maintenance Operator:

January 1, 2002		January 1, 2003	
Uncertified	16.88	Uncertified	17.48
After 6 months	17.58	After 6 months	18.18
After 1 year	18.42	After 1 year	19.02
After 2 years	19.40	After 2 years	20.00
Level 2 Certification	20.82	Level 2 Certification	21.42
Level 3 Certification	21.39	Level 3 Certification	21.99
Level 4 Certification	21.95	Level 4 Certification	22.55

8. Definition of Small Equipment

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

- i) a) Groundskeeping Equipment
 - handmowers
 - riding mowers (grass and snow)
 - grass trimmers
 - chain saw
 - lawn roller
- b) Vans, pick-ups and cars
- c) Water pumps
- d) Small weed sprayer
- e) Generators and small compressors
- f) Compaction equipment (walk behind style)

- g) Post hole digger (hand held)
- ii) That the above list is not considered to be all inclusive and discussions will take place where misunderstanding occurs on other items.

9. Job Creation, Employment Development Etc. Programs

Job creation programs: Employment Development Programs, etc., Operator rate - 15% less than the Operator rate in this Appendix.

Lead Hand rate - 15% less than the Lead Hand rate in this Appendix.

Trades rate - 15% less than the Medium Equipment Operator rate in this Appendix.

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

- i) That no permanent full-time employees would lose their job or be laid off as a result of these programs.
- ii) That the work to be done, where possible will be over and above normal scheduled work.

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

Appendix "B"

REGION OF WATERLOO WORK CLOTHING REQUEST FORM - 2002/2003

Allowable points (relates to dollar value of garments):

Local 1856: Fulltime - 191

Parttime - 115

STYLE	DESCRIPTION	POINT VALUE	SIZE	QTY	TOTAL PNTS
PANTS	10010-60 Mens unfinished leg, waist sizes: 30-56	20			
	10120-60 Men's cotton, waist sizes: 30-56	25			
	14090-60 Men's dress jean, waist sizes: 30-56	30			
	18240-60 Ladies' unfinished leg, waist sizes: 24-52	23			
	Ladies' pants (Purchase from Marks Work Warehouse)	22			
SHORTS	10684-60 Men's/Ladies' shorts, waist sizes: 28-54	18			
LONG SLEEVE SHIRTS	20080-61 long sleeve poplin, sizes: S-XXXL	20			
	20120-60 long sleeve cotton, sizes: S-XXXL	24			
	25490-61 long sleeve oxford, sizes: S-XXXL	25			
SHORT SLEEVE SHIRTS	20082-61 short sleeve poplin, sizes: S-XXXL	18			
	20122-60 short sleeve cotton, sizes: S-XXXL	25			
	23142-60 golf shirt, sizes: S-XXXL	20			
	25492-61 short sleeve oxford shirt sizes S-XXXL	24			
SWEATSHIRTS	23400-60 fleece, sizes: S-XXXL	26			
	23520-60 fleece hooded, w/ zipper sizes: S-XXXL	37			
T-SHIRTS	23102-60 cotton with pocket, sizes: S-XXXL	11			
	Safety orange with retro reflective stripes, sizes: S-XXL	21			
	Cotton turtleneck, sizes: S-XXXL	24			
JACKETS	31017-60 twill lined, sizes: S-3XL	42			
	311C orange with retro reflective stripes, sizes: S-3XL	42			
	Fleece with zipper, sizes: S-XXXL	51			
	Nylon with zipper, sizes: S-XXXL	40			
PARKAS	34290-60 bomber, sizes: S-3XL	49			
	35290-60 commander, sizes: S-3XL	69			
	305CP orange with retro reflective stripes, sizes: S-3XL	69			

STYLE	DESCRIPTION	POINT VALUE	SIZE	QTY	TOTAL PNTS
VEST'S	78290-80 insulated, sizes: S-XXXL	35			
	612CP orange with retro reflective stripes, sizes: S-XXXL (insulated)	49			
HATS	Navy ball cap, solid back	7			
	Navy fleece toque	4			
SHOP COAT	Shop coat (ordered from Marks Work Warehouse)	25			

Total Points _____

EMPLOYEE'S SIGNATURE _____

SUPERVISORS SIGNATURE _____

RECEIVED BY EMPLOYEE _____ (Initials)

PLEASE NOTE THE NUMBER 60 AT THE END OF THE DESCRIPTION PART NUMBER INDICATES THE COLOUR IS NAVY, 61 INDICATES THE COLOUR IS LIGHT BLUE

NAME _____ DEPT/DIV.: _____ LOCAL: _____

Appendix "C"

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

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

The Policy modifications are deemed to be as follows:

1. The arrangement is not established to provide benefits to the employee on or after retirement, but is established for the main purpose of permitting the employee to fund, through salary or wage deferrals, a leave of absence from employment of not less than 6 consecutive months that is to commence immediately after a period ("the deferral period") not exceeding 6 years after the date on which the deferrals for the leave of absence commence.
2. The amount in respect of interest or other additional amounts that may reasonably be considered to have accrued to or for the benefit of the employee to the end of the taxation years shall be paid in the year to the employee.
3. The arrangement requires that all amounts held for the employee's benefit under the arrangement shall be paid to

the employee out of or under the arrangement no later than the end of the first taxation year that commences after the deferral period.

4. Throughout the period of the leave of absence, the employee does not receive any salary or wages from the Employer, or any other person or partnership with whom the Employer does not deal "at arm's length", other than the amounts of salary that was deferred or reasonable fringe benefits paid by the employer.
5. Throughout the period of the leave, the employee **is** not to be employed elsewhere.
6. An employee is to return to regular employment with the employer after the leave of absence for a period that is not less than the period of the leave of absence.

In addition, the following shall also apply:

1. The Policy shall come into effect as of January 1, 1991, for members of the Local.
2. All carriers of employee benefits plans shall be notified of the agreement to enter into use of the plan, and:
 - a) shall be notified by the Employer at least three **(3)** months in advance when an employee is to start the actual leave permitted by the plan.
 - b) shall maintain the level of benefits during the entire

period of the leave in accordance with the full salary paid immediately before the commencement of the leave.

3. Any employee undertaking said leave shall be informed prior to approval being granted, that for the purposes of Ontario Municipal Employees Retirement System pension contributions deductions and establishment of "accredited services" the employee shall be required to contribute based on the total of contributory earnings in any pay period and that during the time of absence, the employee is deemed to be on an authorized leave of absence which the member could purchase as "broken service", in accordance with the OMERS Manual.
4. In the event the employee becomes disabled while on leave, the employee shall not be eligible for Long Term Disability benefits prior to exhausting accumulated sick leave or 119 days of total disability has elapsed, whichever is the greater.
5. That any pertinent federal or provincial regulation which comes into effect hereafter shall be adhered to by the parties as of the date said regulations receive Royal Assent.

Dated at Waterloo, Ontario this 30th day of January, 2002

For the Canadian Union of
Public Employees, Local 1656

For the Regional Municipality
of Waterloo

John Scroggins _____
Reiner Strenzke _____
Gord McMurrin _____
Harry Slupeiks _____
Mark Charboneau _____

Jamie Brosseau _____
Ken Noonan _____
Joe Cardoso _____
Thomas Schmidt _____
John Hammer _____
Rita Hammer _____
Penny Smiley _____

THE REGIONAL MUNICIPALITY OF WATERLOO
PREPAID LEAVE PLAN FOR PERMANENT FULL-TIME EMPLOYEES

(Also known as a Voluntary Self Funded Leave Plan)

MANDATORY TERMS AND CONDITIONS

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

1. Eligibility

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

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

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

4. Application and Approval

- i) Employees must complete and sign a special Human Resources form, and give it to their Divisional Director at least three (3) full months prior to the start date of the salary deferral.
- ii) The Divisional Director will then forward the application to the Assistant CAO - Human Resources, Chief Administrative Officer and Administration & Finance Committee in that order, for their approval.
- iii) The application will be returned to the employee after suitable approvals have been obtained. If not being approved, the employee will be given the reason in

writing by the individual at the level responsible for not approving.

- iv) At least twelve (12) months must elapse before an employee can be approved for any subsequent prepaid leave.

5. Commencement of Leave

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

6. Health/Welfare Benefits

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

- Major Medical
- * - Dental Plan
- Life Insurance & AD&D

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

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

7. Withdrawal From the Plan

7.1 Prior to Leave Commencing

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

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

7.2 After Leave Has Commenced

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

remaining will be given to the employee in a lump sum.

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

The Region will ensure compliance with the foregoing.

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

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

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

9. Return to Duties

- i) Federal regulations require that employees must return to regular employment with the Region after the leave of absence has ended, for a period that is not less than the period of the leave of absence. Therefore, employees who request approval for a six (6) month or twelve (12) month prepaid leave, must agree to return to employment at the end of the 6 or 12 month period, for at least the same period of time.
- ii) Upon return to duty following completion of the leave, an employee will **go** back to the same position they held at the start of the leave. If the position for whatever reason is no longer available, the employee must bump another less senior employee in the union or non-union group as applicable, whose job they can immediately commence performing, and in accordance with the seniority regulations currently in the applicable collective agreement or **HR** policy.

10. General Conditions

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

- ii) CPP contributions and Income Tax are deducted from the employee's pay during the period of deferment, based on the percent of the salary being paid (66 2/3% to 80%). **E.I.** deductions are based on **100%** of the salary before the salary deferral is deducted. During the period of leave, no deductions for **E.I.** are made.

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

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

- iii) OMERS contributions during the period of deferment are made based on **100%** of the employee's gross earnings before any deferral amounts are withheld. This period of "broken service" which the employee could purchase sometime after returning to work. However, the employee is required to pay both portions to OMERS (i.e. the employer and the employee amounts). No contributions are made during the period of leave, by either the Region or the employee.
- iv) Workers Compensation will not apply during the leave.
- v) Employees on a prepaid leave, will not be considered for employment in any other position that comes under Regional jurisdiction, for the period on such leave.

Dated at Cambridge, Ontario this 18th day of December, 1998

**For the Canadian Union of Public
Employees, Local 1656**

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

**For the Regional
Municipality of Waterloo**

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley



Appendix "D"

THE REGIONAL MUNICIPALITY OF WATERLOO

PERFORMANCE DEVELOPMENT PROGRAM

APPRAISAL FORM FOR CUPE LOCAL 1688 UNION POSITIONS

Date: _____

Employee Name: _____

Job Title: _____ Employee #: _____

Division: _____ Department: _____

Supervisor's Name: _____ Period: from: _____ to: _____

INSTRUCTIONS & INFORMATION:

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

- 1) Communication between employee and supervisor should be two-way and ongoing.
- 2) Employees need to know what is expected of them in their jobs.
- 3) Employees should receive positive feedback for their contributions and work.
- 4) Support should be available to employees in their efforts to develop and improve.

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

In advance of the meeting, the employee's supervisor completes Pages 1 and 2 and the employee completes Page 3. These will then be used as a basis for discussion.

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

FEEDBACK FROM THE SUPERVISOR TO THE EMPLOYEE

1. Has a good understanding of his/her work and good knowledge and familiarity with the various procedures.

2. Work functions are performed competently and accurately.

3. The work done in a day meets or exceeds reasonable expectations.

4. Can be depended upon to do required jobs well with a minimum of supervision.

5. Works well with fellow employees. Treats other with respect and tolerance, and when contributing suggestions, does so in a constructive way.

6. Pays attention to safety and is able to work safely, as it affects oneself, fellow workers and the general public

7. Additional Feedback:

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

FEEDBACK FROM THE EMPLOYEE TO THE SUPERVISOR

INSTRUCTIONS

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

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

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

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

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

5. Any other comments:

SIGNING PAGE

TO BE COMPLETED BY THE EMPLOYEE

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

Signature (Optional) _____

2. I would like to add the following comments (agreeing or disagreeing) regarding the performance feedback given by my supervisor on Pages 1 and 2. (Attach additional page 6 if required)

Signature _____

TO BE COMPLETED BY THE SUPERVISOR

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

Supervisor's Name

Supervisor's Signature

Date

The form has also been reviewed by

Manager Date Director Date

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

L-1

LETTER OF UNDERSTANDING

• between-
THE REGIONAL MUNICIPALITY OF WATERLOO
• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1656

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

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

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

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the Canadian Union of Public
Employees, Local 1656

For the Regional
Municipality of Waterloo

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

L-2

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

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

1. CONTRACTING OUT - NOTICE AND INFORMATION TO THE UNION

At least forty-five **(45)** days before Region management makes a recommendation to any Committee of Council (eg. Engineering, Finance, etc.) to contract out or re-tender any present contract for work or services that could be performed by employees in the bargaining unit;

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

2. MERGER AND AMALGAMATION:

- a) Should the Region plan to merge, amalgamate or combine any of its operations or functions with another municipal

employer or private sector employer or transfer any of its operations or functions to another municipal employer or private sector employer, the Region will contact the Union as soon as possible.

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

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

- b) The Region will make best efforts to work with the Human Resources departments of all affected municipalities to reduce adverse organizational and administrative impact to the greatest extent possible on affected employees. The Region will ensure that the Union is informed of its best efforts on a regular basis.
- c) In the event an employee in this bargaining unit in the Region of Waterloo is displaced (i.e. laid-off) as a result of an amalgamation or merger, the individual shall have the following options:

- i) placement in any vacant position within the bargaining unit for which the employee possesses the skills and ability;
- ii) bumping any **less** senior employee, provided the employee already possesses the **necessary** skill and ability to perform the work available, with a five (5) working day orientation period and no training as defined in Article 8.03 a)i). Employees shall be allowed to bump to a higher paid classification.
- iii) training, at the Region's expense, for a period of time not to exceed 500 hours over a six month period, to provide the employee with the skills required to fill an existing vacancy of equal or lesser classification. This training option will remain available for twelve (12) months following the day of lay off.

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

3. CONTRACTORS AND REGION SHOP RATE:

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

Dated at Kitchener, Ontario this 30 th day of January , 2002.

**For the Canadian Union of Public
Employees, Local 1656**

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

**For the Regional
Municipality of Waterloo**

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

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

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

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

1. Where "working day" is used in the Collective Agreement, it is to **be** read as the employee's normal working day regardless of whether it is an eight (8) hour or twelve (12) hour shift except as otherwise noted in this Letter.
2. In the following Articles, a twelve (12) hour **shift** equals one day and a half (1 ½) working days:
 - a) 8.01(a) - Seniority
 - b) 16.08 - Vacation
3. **For Clauses 11.04 and 11.05, the Region will pay the employee in accordance with the number of hours they are scheduled for the day.**
4. 15.03 (a) If scheduled to work regularly twelve (12) hours on a statutory holiday, then employee gets twelve times two and a half (12 x 2 ½) rate.
5. 15.03 (b) Twelve times one and a half (12 x 1 ½) hours,

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

- iii) The lieu day taken off must be requested within one hundred eighty (180) calendar days from the actual date of the paid holiday in question.
- 6. 15.06 Lieu days shall be twelve (12) or eight (8) hour days.
- 7. 16.01 Vacation entitlement shall be calculated based on an eight (8) hour day, forty (40) hour work week.
- 8. 17.03 Jury service will be paid as per the number of scheduled working hours, on the day(s) of such duty.
- 9. 17.04 Bereavement will be paid as per the number of scheduled working hours on the day(s) of eligible bereavement.
- 10. 18.01(b) & 18.03 The two (2) ten (10) minute paid rest periods stipulated in Clause 18.03 will be combined to read as one paid twenty (20) minute lunch period, so that there will then be three (3) paid twenty (20) minute lunch periods within the twelve (12) hour shift. Such times shall be **designated** by the supervisor for the **7:00 pm to 7:00 am shift**. All reasonable efforts will be made such that lunch periods shall be **uninterrupted**. Where it is **not operationally** possible to have an

uninterrupted lunch period the employer agrees to pay the twenty (20) minutes at time and one half.

11. 18.02 If first shift is a twelve (12)hour shift, then twelve times one and a half (12 x 1 %)is paid.

12. 19.01(a) Overtime will not be paid for a scheduled twelve (12)hour day, as the twelve (12)hour shift is the normal work day.

The normal work week for operators on twelve (12) hour shifts will be as per the two (2)week schedule.

The second regular day off for Process/Scada Operators will commence twenty-four (24)hours after the employee's last scheduled shift worked e.g. last scheduled work day completed at 08:00 Monday - double time begins 08:00 Tuesday until 08:00 Wednesday.

13. 19.01(b) Eight (8) hours to read as twelve (12)hours when the employee is scheduled on a 12 hour shift for the purposes of this clause.

14. 19.02 (a) A shift premium will be paid on the first hour of the day shift, last three (3) hours of the twelve (12)hour day shift and on all hours of the night shift.

(b) A shift premium will be paid for all hours on a Saturday or Sunday.

15. 19.02(c) A shift premium would be payable.
16. 19.06(a) Eight (8) to read twelve (12) when applicable for this group.
17. Sick Leave This would continue to be earned as at one and a half (1 ½) days per month, however, sickness on twelve (12) hour shifts, **would be deducted** at one and a half (1 ½) days per twelve (12) hour shift not worked on account of sickness.
18. W.S.I.B Where employees are absent and in receipt of Workers' Compensation benefits, the Region will make up the difference between compensation allowance and their regular salary or wage until such time as their sick leave credits are exhausted and sick leave credits shall be debited with one and one half (1 ½) hours for each such twelve (12) hour absence.

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

Dated at Kitchener, Ontario, this 30th day of January, 2002

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1656

John Scroggins _____
Reiner Strenzke _____
Gord McMurran _____
Harry Slupeiks _____
Mark Charboneau _____

FOR THE REGIONAL
MUNICIPALITY OF WATERLOO

Jamie Brosseau _____
Ken Noonan _____
Joe Cardoso _____
Thomas Schmidt _____
John Hammer _____
Rita Hammer _____
Penny Smiley _____

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

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

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the Canadian Union of Public
Employees, Local 1656

For the Regional
Municipality of Waterloo

John Scroggins
Reiner Sirenzke
Gord McMurrin
Harry Slupeiks
Mark Charbonneau

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

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

During the course of the 1996 negotiations the Region and the Union discussed the high number of grievances arising out of the distribution of overtime. The Region and the Union negotiated new language in Article 19.01 c) setting out a rotational system of overtime distribution. While the Region and the Union continue to share an expectation that the agreed language will greatly reduce the number of overtime grievances, the parties have agreed as follows:

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

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the Canadian Union of Public
Employees, Local 1656

John Scroggins
Reiner Strenzke
Gord McMurran
Harry Slupeiks
Mark Charboneau

For the Regional
Municipality of Waterloo

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

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

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

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

Dated at Kitchener, Ontario this 30 th day of January, 2002

**For the Canadian Union of Public
Employees, Local 1656**

**For the Regional
Municipality of Waterloo**

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rite Hammer
Penny Smiley

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

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

The parties have agreed to provide each with at least three (3) working days written notice of any legal strike or legal lockout action. Where the Union has provided the Region with at least three (3) working days notice of any legal strike and undertakes to reimburse the Region for the continuation of the benefits set out above, the Region shall invoice the Union and accept payment from the Union on a bi-weekly basis in advance of the period to be covered and shall ensure that such benefits are continued as provided for as long as the payment continues. Any dispute concerning the continuation of benefits during a legal strike or lockout shall be a matter for a policy grievance and may be referred to arbitration. An arbitrator shall have jurisdiction to hear any grievance concerning this Article.

Dated at Kitchener, Ontario this 30 th day of January, 2002.

For the Canadian Union of Public
Employees, Local 1656

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

For the Regional
Municipality of Waterloo

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

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

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

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

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the **Canadian Union of Public Employees, Local 1656**

For the **Regional Municipality of Waterloo**

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

Jamie Brosseau
Ken Noonan
Joe Cardoso
Thomas Schmidt
John Hammer
Rita Hammer
Penny Smiley

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

During the course of negotiations, the parties discussed the proposed change in the OMERS factor requirements for early retirement. The parties agreed as follows:

Employees who voluntarily elect an unreduced pension in **2002** and **2003** continue to be eligible with the applicable **82** or **84** factor, for all benefits, with the exception of Long **Term Disability**, until the end of the month following the employees **65th** birthday.

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the Canadian Union of Public
Employees, Local 1656

John Scroggins
Reiner Strenzke
Gord McMurrin
Harry Slupeiks
Mark Charboneau

For the Regional
Municipality of Waterloo

Jamie Brosseau
Ken Noonan
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Thomas Schmidt
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Rita Hammer
Penny Smiley

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

RE: Work Clothing Committee

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

The Committee will meet each year no later than May to review the workclothing issues. The committee will report their recommendationsto the Region, with a copy to the union, by the first week in September.

Any amendments to the Uniform Order Form will be in accordance with article 22.02 c) of the collective agreement

Dated at Kitchener, Ontario this 30 th day of January, 2002

For the Canadian Union of Public
E m p l o y e e s , Local 1656

For the Regional
Municipality of Waterloo

John Scroggins _____
Reiner Strenzke _____
Gord McMurrin _____
Harry Slupeiks _____
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