

COLLECTIVE AGREEMENT

between



THE CORPORATION OF THE
CITY OF WATERLOO

and



THE WATERLOO CIVIC EMPLOYEES UNION

LOCAL 1542 CANADIAN UNION OF PUBLIC EMPLOYEES

WATERLOO, ONTARIO

January 1, 2016

December 31, 2019

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THIS AGREEMENT made as of the 24th day of August 2016.

BETWEEN: THE CORPORATION OF THE CITY OF WATERLOO
hereinafter called "The Corporation"

OF THE FIRST PART

- and -

WATERLOO CIVIC EMPLOYEES UNION

LOCAL NO. 1542 CANADIAN UNION
OF PUBLIC EMPLOYEES
hereinafter called "The Union"

OF THE SECOND PART

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The general purpose of this agreement is to establish and maintain collective bargaining relations between the City 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 of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - TERMS AND DEFINITIONS

- 2.1 The following terms wherever used herein shall, unless the context otherwise requires, have the following meaning:
- a) "Council" shall mean the Council of the Corporation of the City of Waterloo.
 - b) "Council Liaison" shall mean the Councillor appointed as liaison to a Department.
 - c) "Employee or Employees" shall mean and refer to any full-time permanent employee filling any position covered by, and holding seniority rights under the terms of this Agreement.
 - d) "Probationary Employee" is one who has not completed three (3) months of continuous service or sixty (60) actual days worked, whichever is the greater, but who will be appointed to the permanent staff upon completion of three (3) months of continuous service or sixty (60) actual days worked whichever is greater.
 - e) "Permanent Employee" is one who has satisfactorily completed his probationary period of employment or who has completed more than eight (8) continuous months of service as a temporary or seasonal employee.
 - f) "Temporary or Seasonal Employee" are those who have been hired to work the regular number of hours in the hiring department but for a period of time not to exceed eight (8) continuous months in any

one work period. Any employee retained for a period of more than eight (8) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority. In the event a temporary or seasonal employee is posted to the permanent staff their seniority shall be based on the date of their last hire, subject to the completion of the probationary period. Temporary or seasonal employees will have recourse to the grievances or arbitration procedures except when their employment is terminated for any reason.

ARTICLE 3 - RECOGNITION

- 3.1 The Council of the Corporation of the City of Waterloo hereby affirms that during the term of this Agreement it will recognize no Union other than the Civic Employees Union No. 1542 Canadian Union of Public Employees as the sole bargaining agent of all employees employed in the job classifications set forth in Appendix "A" attached hereto and forming part of this Agreement. It is agreed that students who are hired during a holiday period from an educational institute and who are returning to that institute at the end of the holiday period and all part-time staff employed in all Recreational facilities, are excluded from the terms of this Agreement.
- 3.2 The "student holiday period" above is defined as the period from April 1st to September 30th, in any year. Student's employment with the Corporation shall be terminated at the time they return to their educational institution or on September 30, whichever occurs first. A student shall not be rehired after September 30 to perform part-time employment, except in the Facilities, Cemeteries and Parks where it has previously been in place and if required in any other Parks area it shall be by mutual agreement between the parties.
- 3.3 No employee shall be permitted or required to make any verbal or written agreements with the City or its representatives which may conflict with the terms of this agreement.
- 3.4 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 City agrees that "Ontario Works" clients/placements shall not be placed into any position that is covered in whole or part by Article 3.1.

ARTICLE 4 - MEMBERSHIP IN THE UNION

- 4.1 During the term of this Agreement the conditions of employment for harmonious relations shall be as follows:
- All new employees shall become members of the Union within thirty (30) days from date of employment and/or pay the regular Union dues.
- 4.2 As soon as possible after commencing employment, the employee's immediate manager shall introduce the employee to his/her union steward. An officer of the Union will be given a maximum of twenty (20) minutes to orient the new employee regarding the benefits and duties of Union membership during the normal orientation program conducted by the Corporation for new employees or during working hours within the first thirty (30) days of employment, whichever

comes first.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.1 During the term of this Agreement, there shall be a compulsory check-off of Union dues upon all employees of the Corporation to which this Agreement applies. The amount to be deducted shall be the sum as may from time to time be assessed by the Union on its members according to its Constitution and By-Laws.
- 5.2 Such deductions will be made by the Treasurer of the Corporation from the payroll period at the beginning of each month, and shall be forwarded to the Treasurer of the Union not later than the 15th of the month following in respect of which deductions have been made accompanied by two lists of all employees from whose wages deductions have been made.
- 5.3 The Corporation agrees to show the amount of Union dues collected from each employee on their T-4 form during the term of this Agreement.

ARTICLE 6 - DISCRIMINATION, SEXUAL HARASSMENT, AND WORKPLACE VIOLENCE AND HARASSMENT

- 6.1 The parties agree that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of their membership in the Union, and further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, **ancestry**, race, creed, colour, **ethnic origin**, **place of origin**, **citizenship**, political affiliation, **family status**, **gender identity/gender expression**, sex, sexual orientation, marital status or disability.
- 6.2
1. Cases of harassment because of position, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, **ancestry**, record of offences, marital or family status, disability, **gender identity/gender expression**, will be considered as discrimination and shall be eligible to be processed in accordance with the following procedure.
 2. All cases of harassment shall be considered as discrimination and shall be eligible to be processed as grievances under this agreement. Harassment will also be defined as a course of comment or conduct that is known or ought reasonably known to be unwelcome.
 3. Definition: Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:
 - (a) unnecessary touching or patting
 - (b) suggestive remarks or verbal abuse
 - (c) leering at a person's body

- (d) compromising invitations
- (e) demands for sexual favours
- (f) physical assault
- (g) derogatory or degrading remarks directed towards members of one gender or one sexual preference group.

4. Definition: Personal harassment is defined as any behaviour by any person in the workplace that is directed at an employee and:

- (a) is offensive or threatening to the employee (excluding job duties)
- (b) endangers the employee's employment status or potential
- (c) undermines the performance of the employee in his/her job.

5. Where the alleged harasser is the person who would deal with the grievance, the alleged harasser will not attend or be involved in the grievance meeting(s) or in disposition of the grievance.

6. No information relating to the grievor's personal background, life style or mode of dress will be admissible during the grievance or arbitration process.

7. An individual shall, at all times, retain their right to lodge a formal complaint of harassment under the Ontario Human Rights Code - 1990. In the event an individual lodges a formal complaint under the Ontario Human Rights Code, the grievance procedure shall no longer apply and any action commenced under the grievance procedure shall cease forthwith.

8. The Employer agrees that information and training regarding sexual harassment and **workplace violence and harassment** is essential and will work jointly with the Union on all training and information measures.

6.3 The parties agree to comply to Bill 168, Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009.

ARTICLE 7 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Corporation to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, lay-off, recall; to discharge, suspend or otherwise discipline employees for just cause;
- (c) determine in the interest of efficient operation, the standard of service;
- (d) generally to manage the operation in which the Corporation is engaged and without restricting the foregoing, the right to plan, direct, and control operations.

The Corporation recognizes that the foregoing clauses are 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 rights of the employees concerned to lodge a grievance in the manner and extent herein provided.

ARTICLE 8 - PROBATIONARY PERIOD

Employees shall be probationary employees until they have been continuously employed by the Corporation for three (3) calendar months or for sixty (60) actual days worked, whichever is greater. Upon completion of the probationary period the employee's name shall be placed on the seniority list and their seniority shall be based on the date of their last hire. The discharge of an employee during the probationary period shall not be subject to the grievance or arbitration procedures.

ARTICLE 9 - SENIORITY

- 9.1 Seniority of years of service shall be each individual employee's term of continuous full-time permanent service with the Corporation.
- 9.2 In the event two or more employees have the same seniority date, seniority shall be reckoned in alphabetical order of surname commencing with the more senior employee beginning at the letter "A."
- 9.3 A seniority list shall be compiled semi-annually on June 30th and December 31st and each full-time permanent employee will be placed thereon in accordance with their term of continuous service with the Corporation.
- 9.4 Any employee whose continuity of service has been broken, other than in the case of layoffs or authorized leaves of absence, which are dealt with below, shall be considered a new employee and seniority of years of service of such employee shall be calculated from the date of re-entry.
- 9.5 An employee's seniority shall be broken and the employee shall no longer be regarded as a full-time permanent employee covered by this Agreement and the Corporation shall not be obliged to re-hire such employee, if:
- (a) an employee resigns voluntarily;
 - (b) an employee retires;
 - (c) an employee is discharged and not reinstated;
 - (d) an employee has been absent from work for a period of more than three (3) consecutive working days without an excuse acceptable to the Corporation;
 - (e) an employee fails to return to work after recall from lay-off within the time limits stated in

Article 10.2;

(f) an employee is continuously non-employed, including lay-off, authorized leave of absence, sickness or accident, for a period of time equal to one-half (1/2) the length of seniority at the time of lay-off, authorized leave of absence, sickness or accident, or for a period of twenty- four (24) months whichever is the lesser.

9.6. Subject to Article 9.5 and Article 37, if an employee is absent from work due to lay-off or authorized leave of absence, the employee shall not lose seniority, but shall not acquire seniority after the first sixty (60) calendar days of such lay-off or after the first thirty (30) calendar days of such authorized leave of absence. Employees absent from work on paid sick leave due to illness or accident, will continue to accrue seniority until Article 9.5 (f) applies.

9.7 Seniority shall operate and govern on a bargaining unit-wide basis.

ARTICLE 10 - LAY-OFF AND RECALL

10.1 In the event of lay-offs, seniority with the Corporation shall be the main governing factor. Hence, employees shall be laid off in the inverse order of their seniority and when necessary to recall former employees they shall be recalled in the inverse order in which they were laid-off. Such employees who are recalled or retained in the event of a lay-off must have the necessary skills and qualifications to perform the work required with a ten (10) working day orientation period, but without training.

10.2 On recall from lay-off, the following procedure will apply. Employees must signify their intention to return to work after recall from lay-off within three (3) working days following proper notification by the Corporation by registered or certified mail sent to the employee at the last address provided by the employee to the Human Resources Division. Employees must return to work after an additional five (5) working days following such notification. Copies of the notification will be sent to the President of the Union. The intent of this clause is as follows:

(a) The registered or certified notification shall be deemed to be received on the second (2nd) working day after the date of mailing.

(b) The laid-off employee has three (3) working days to notify the Corporation.

(c) An employee who has complied with (b) above will have a further five (5) working days from the expiry of the time limit in (a) above to return to work.

If an employee notified the Corporation within said three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Corporation, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of 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 Corporation.

- 10.3 In the event of a lay-off, members of the local executive namely, the President, Vice-President, Treasurer, and Recording Secretary, shall be the last persons laid-off during their term of office as long as full-time work for which they already possess the necessary skills and qualifications to perform the work available with a ten (10) working day orientation period, but without training, at their own or at a lower rate of pay. Should work not be available at their same wage rate, then placement will be made at the next lower wage level.
- In the case of a change in the local executive during a lay-off, notice in writing of the change shall be given to the Corporation forthwith and the Corporation shall have five (5) working days from receipt of such notification within which to advise individuals of the changes necessary to apply this cause to the new local executive and to terminate its application to the person(s) dropped from the executive. If any notice to any person being laid-off in the consequence is required by law, the period of the notice will be in addition to the five (5) working days and lay-offs and recalls will not be effective until the expiry of the notice period required by law.
- 10.4 No permanent employee with the necessary skill, ability and competence to perform the work required with a ten (10) working day orientation period, but without training, will be laid-off until all temporary or seasonal employees are first laid-off.
- 10.5 Throughout article 10, it is understood that an employee shall be allowed to exercise his/her seniority rights to bump another employee only once.

ARTICLE 11 - UNION COMMITTEE HEARING

Any Committee of the Union, upon request, shall be accorded a prompt hearing by the Commissioner of the Department and the various Council Liaisons.

ARTICLE 12 - JOB VACANCY AND JOB POSTING

- 12.1 All employees governed by this collective agreement shall at all times have a job posting that accurately reflect the current duties of the job that they perform for the Corporation. Job postings will be amended when changes are required. When any changes in job postings are required by the Corporation, a draft copy of the job posting shall be presented to the Union at least thirty (30) days in advance of such proposed changes. The Corporation will notify the Union in writing seven (7) working days prior to filling any staff changes or new classifications covered by the terms of this Agreement and post notice of the position for at least ten (10) working days in all departments covered by the Agreement. Such notice shall contain the following information:
- (a) nature of position;
 - (b) qualifications required, indicating knowledge, education and skills;
 - (c) shift;

(d) wage rate.

The Corporation will within thirty (30) working days of the position becoming vacant subject to an extension of time by mutual agreement, post notice of the vacancy or notify the Union in writing that the vacancy will not be filled, and giving the reason for not filling the position. If notice has not been received by the union after the thirty (30) working days the Corporation shall post the vacancy within fifteen (15) working days.

12.2 When filling new or vacant permanent positions seniority shall govern providing the applicant has the necessary skill, ability and competence to perform the work required.

12.3 When new classifications are created the Corporation will advise the Union in advance of the nature of the position and the proposed wage rate. Any change in wage rate shall be negotiated between the Corporation and the Union.

12.4 In the event the successful applicant proves unsatisfactory to the Corporation or wishes to return to their former position during the trial period of up to twenty-five (25) actual days worked, or such longer period as may be mutually agreed upon in writing, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs shall be returned to their former position without loss of seniority.

In the event that employees, during the trial period, are returned to their former positions, the following will apply:

- (a) The position(s) will not be re-posted and the selection will be reconsidered in accordance with the initial posting and Article 12.2.
- (b) The time limits in Article 12.9 shall be extended by the number of days the employee has worked during the trial period.
- (c) Any positions filled by new employees which were moved as a result of the change, will cause the new employee(s) to be terminated.

12.5 It is agreed that successful applicants of the job posting procedure will not be permitted to re-apply for a posted job for a period of six (6) months, unless prior written permission is received from the **Director Human Resources**. This clause will not restrict an employee in posting for a higher paid position.

12.6 Job vacancies in the classification of "Labourer" under Appendix "A", may be filled by the Corporation by either allowing current Temporary or Seasonal Employees to complete more than eight (8) continuous months of service, thereby becoming Permanent Employees, or, by applying the above job posting procedure.

12.7 Temporary or Seasonal Employees will be allowed to submit application for jobs posted under the above procedure. These applications will be considered by the Corporation in the event no

qualified permanent employee posts for the job vacancy or change. It is agreed that the posting of any Temporary or Seasonal employee to any permanent employee classification, shall at all times, be at the sole discretion of the Corporation provided it is in conformity with article 12.8.

- 12.8 Seasonal employees, in the employ of the Corporation, who have completed two full seasonal work terms in the Section, or in the Division where there is no Section, will be given preference in filling vacancies in that Section or Division in the classification of "permanent labourer". Seniority will govern provided the employee has the necessary skill and ability to perform the work required.
- 12.9 In the event a position is posted, the Union and all internal applicants will be advised of the name of the successful candidate, the start date and the Department where the employee will be assigned, at the same time as the correspondence is sent to the successful candidate. The Union will be provided with a copy of the "offer of employment" to the employee selected for the job, at the same time as the correspondence is sent to the successful candidate. The Union will be provided with a copy of the "offer of employment" for any seasonal employees hired by the Corporation at the same time as the correspondence is sent to the employee. The position will be filled within sixty (60) working days of the expiry of the job posting or such longer period of time as mutually agreed upon.
- 12.10 Upon request, internal applicants who were interviewed and were unsuccessful shall receive an interview with one of the persons who conducted the interview with the employee setting out reasons why the applicant was not selected for the position. Following such meeting, and upon written request, such reasons will be provided in writing.

ARTICLE 13 - GRIEVANCE PROCEDURE

- 13.1 It is the mutual desire of the Union and the Corporation that grievances of the parties to this Agreement shall be adjusted as quickly as possible. For the purposes of this Agreement, a grievance shall be defined as any difference between the parties to this Agreement relating to the interpretation, application or administration of the Agreement, including the question of whether or not a matter is arbitrable and any question as to whether the suspension, discharge or other discipline of an employee is reasonable may constitute a grievance and shall, at the request of either party, be dealt with as follows:
- 13.2 The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Corporation. The personnel of such Committee shall be communicated to the Corporation.
- 13.3 The following procedure shall be followed for all grievances:
- The aggrieved employee(s) shall submit the grievance in writing to the Steward or the Chairman

of the Grievance Committee and within five (5) working days of submission of the grievance, the Recording Secretary or designate shall make application to the **Director Human Resources** in writing stating the particulars of the complaint and the redress sought. A hearing between the Union Grievance Committee along with the employee(s) concerned and the Management Grievance Committee (composed of the Chief Administrative Officer or designate, the Director Human Resources, the **Commissioner** or the Director) will be convened within five (5) working days of being notified by the Union. A decision will be given in writing within seven (7) working days after the hearing has concluded.

- 13.4 No grievance shall be considered the alleged circumstances of which were not filed in writing within fifteen (15) working days of the date of the occurrence.
- 13.5 Replies to grievances shall be in writing at all stages, with a copy to the Union Secretary.
- 13.6 The Corporation will supply the necessary facilities for the grievance meetings.
- 13.7 "Working day" as used in all articles relating to grievances shall mean a day other than Saturday, Sunday or a specified paid holiday.
- 13.8 The Union or Corporation shall have the right to request the assistance of the representative of the Canadian Union of Public Employees at any meeting under the Grievance Procedure.
- 13.9 Prior to discussion, a manager shall advise an employee of his/her right to have his/her steward present at any discussion with supervisory personnel where disciplinary matters are discussed.

ARTICLE 14 - DISCHARGE AND SUSPENSION GRIEVANCES

A claim by an employee with seniority that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged within five (5) working days after the employee ceases to work for the Corporation in any such case. The **Commissioner** of the appropriate department or designate must be present at this discharge grievance. In the event a grievance is lodged regarding the suspension of an employee, the grievance procedure will commence at the step that involves the management person immediately above the management person who issued the suspension. Notice of any suspension or discharge shall be sent to the employee's last known address. Copies of this correspondence shall be forwarded to the Secretary of the Union and the Canadian Union of Public Employees, 1120 Victoria Street North, Suite 204, Kitchener, Ontario, N2B 3T2.

ARTICLE 15 - POLICY GRIEVANCE

- 15.1 If a dispute arises involving the policy of the Corporation or the interpretation or general

application of this Agreement, including the question of whether or not a matter is arbitrable, the grievance procedure shall proceed in the same manner as any other grievance. No Union grievance shall be presented which an employee or a group of employees could normally process as an individual employee grievance or grievance of a group of employees.

- 15.2 Failing settlement under the foregoing grievance procedures as outlined in Articles 13, 14 and 15 of any grievance between the parties, such grievance may be submitted to arbitration, as set forth in Article 16. If no written request for arbitration is received within twenty (20) working days after the decision is given, it shall be deemed to have been settled and not eligible for arbitration.

ARTICLE 16 - ARBITRATION

- 16.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure, as outlined in Articles 13, 14, and 15 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto. Within five (5) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee. The two so named shall within seven (7) days select a third person to act as Chairperson of the Board of Arbitration but should they not do so within seven (7) days then either party may apply to the Minister of Labour of Ontario to appoint a person to be Chairperson.
- 16.2 No person shall be selected as a member of an Arbitration Board who:
1. Is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the parties. An arbitrator shall not be considered as a paid agent.
 2. Has any pecuniary interest in matters referred to the Board.
- 16.3 Each of the parties to this Agreement will bear all the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense, if any, of the Chairperson.
- 16.4 The time limit fixed in both the grievance and arbitration procedure, may be extended by mutual written consent of the parties to this Agreement.
- 16.5 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 of the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 16.6 The decision of the Board of Arbitration, or a majority thereof, shall be binding on both parties. The Board of Arbitration shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the

decision. Either party may request the Board of Arbitration to reconvene.

ARTICLE 17 - ACCIDENTS AND SICKNESS

17.1 Any employee off duty as a result of an accident incurred in the performance of their duties shall receive such hospitalization and medical care as provided by the Workplace Safety and Insurance Board. In addition, subject to their claim being accepted by the Workplace Safety and Insurance Board, the Employer shall, during such absence:

- (a) Advance to the employee on their regular pay day an amount equal to that which the Workplace Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workplace Safety and Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and
- (b) Pay to the employee on their regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to their normal net take-home pay after all appropriate deductions have been made. Deductions for income tax will be based on the employer-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.
- (c) The City shall provide the Union President with a copy of the Employer's Report of any Injury or Disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (W.S.I.B.).

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workplace Safety and Insurance Board.

The payments mentioned in (a) and (b) above shall be paid for a maximum period of time not to exceed one (1) year.

The adjustment required by this provision will be made by adjusting the employee's year-end tax remittance and adjusting their T-4 form accordingly. The adjustment will be made by determining the amount paid by the Workplace Safety and Insurance Board and then applying the tax deduction as set out in Section 4, Part 4, Tax Deductions on Special Payments, Lump Sum Payments. This amount of tax will be deducted from the employee's year-end tax remittance and T-4 form.

17.2 a) An employee shall be granted full wages during absence due to non-occupational illness for a total period of eighteen (18) working days per year with unlimited accumulation. Such sick leave pay shall be earned by employees on the basis of one and one-half (1 1/2) days for each month of service. An employee shall be entitled to sick pay provided they have sick leave credits accumulated.

b) The accrual of sick leave and vacation shall be prorated while an employee is on a non WSIB work accommodation that is longer than 30 days duration and when there is a graduated work schedule involving shifts of less than the normal 8 hours.

c) The Corporation shall have the right to take such steps as may be necessary to ascertain whether or not the employee is malingering.

17.3 Upon termination of employment, retirement, or death, following the completion of ten (10) years of continuous service with the Corporation, an employee shall be entitled to be paid fifty (50) percent of his available accumulated sick leave credits to the maximum amount of fifty (50) percent of one year's normal earnings at the rate received immediately prior to termination of employment subject to the following conditions.

- (i) Upon becoming engaged by another Municipal Corporation or local board thereof or the Provincial Government or agency thereof and without any intervening period of other employment, the employee may elect to have the payment described above transferred to the hiring employer, subject to written acceptance by the hiring employer, that sick leave credits equal to that provided by the former employer will be paid to the employee's credit.
- (ii) In the event of death, the beneficiary as shown on the Group Insurance Record shall be paid the monies owing.
- (iii) The sick leave severance allowance as defined in this Article shall not apply to employees hired on or after June 1st, 1985.

17.4 In case an employee is unavoidably kept from work, they will not be discriminated against. Any employee detained from work on account of sickness or any other such good cause must, if possible, advise the Manager/Director of the Department in time so they can arrange for relief, and in all cases employees will make arrangements with the Manager/Director of the respective Department to lay off or to return to work.

17.5 Seasonal or Temporary employees shall accumulate sick leave credits at the rate of ten (10) hours per month of service. Seasonal or Temporary employees shall be granted full salary during the absence due to non-occupational illness and shall be entitled to this benefit as long as they have any sick leave credits accumulated.

Seasonal or Temporary employees who are rehired for a second or consecutive term or seasonal employment, within nine (9) months of the date of their last termination, shall be credited with previous unused sick leave credits; and the three (3) month waiting period for benefits shall be waived.

ARTICLE 18 - VOTING TIME

Employees shall, on Provincial and Federal Election days, be allowed time off for voting, if required, in accordance with the Ontario and Federal Acts, where applicable, and no deduction shall be made from their pay on that account. The time for voting shall be arranged between the Manager or the Director and the employee.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 A reasonable leave of absence shall be granted an employee without remuneration, but an employee taking employment for wages during their leave of absence, shall forfeit their standing on the seniority list, unless permission has been given on mutual agreement between the employee, the Corporation and the Union.
- 19.2 Leave of absence without pay and without loss of seniority shall be granted upon request to the Corporation to employees elected or appointed to represent the Union at Union conventions or seminars or attend to Union business. Such time shall not exceed sixty (60) working days in any calendar year and not more than five (5) employees shall be permitted to be absent at any one time. All other requested leaves of absence for Union business shall be granted provided such leave does not interfere with efficient operations.
Such requests shall be in writing from the Secretary of the Local to the respective Manager/Director as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting or event.
- 19.3 The Corporation acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee consisting of a maximum of five (5) members who shall be employees of the Corporation. The Union may in addition include a Representative of the Canadian Union of Public Employees as a member of the Negotiating Committee. The names of the members of the Negotiating Committee shall be communicated to the Corporation.
- 19.4 Employees granted a leave of absence for Union business under Article 20.1, shall receive their normal pay for the period of the leave of absence. The Corporation shall bill, and the Union shall pay for all wages and benefits paid to the employee for the period of the leave of absence when the leave granted exceeds fifteen (15) calendar days. For short term leaves of fifteen (15) calendar days or less, the Corporation will bill for all wages paid to the employee for the period of the leave.
- 19.5 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 **Commissioner** a satisfactory certificate showing the period of such service. During such service, the employee will not suffer a loss of wages when taking into consideration compensation received for this service, excluding mileage and travelling expenses.
- 19.6 The Corporation 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 **Commissioner** as far in advance as possible and the granting of such leave must have the approval of both the **Commissioner** and the **Director Human Resources**.

ARTICLE 20 – COMPASSIONATE & BEREAVEMENT LEAVE

20.1 The following guidelines will apply for paid compassionate leave:

An employee shall be granted leave without loss of wages at the discretion of the Commissioner when a serious illness or serious injury occurs in the immediate family of an employee. ("Serious illness" is defined as "life threatening" or equivalent as advised by qualified medical personnel.) The immediate family is defined as parent, legal spouse, brother, sister, child, mother-in-law, father-in-law, grandparents, grandchild, sister-in-law, brother-in-law, step parents, step children or step siblings.

20.2 The following guidelines will apply for paid bereavement leave:

- (a) An employee shall be granted leave, at the discretion of the Commissioner, without loss of pay in the case of death of a parent, legal spouse, brother, sister, child, in-law, grandparent, grandchild, step parents, step children, step siblings or any other relative for whom an employee is required to administer bereavement responsibilities.
- (b) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the employer on request, may grant additional bereavement leave.
- (c) One-half (1/2) day leave shall be granted without loss of wages, or benefits to attend as a pallbearer.
- (d) Where the family of a deceased employee request pallbearers from the Union, the employer shall grant the necessary leave with pay for up to six (6) pallbearers.

ARTICLE 21 - STATUTORY AND DECLARED HOLIDAYS

21.1 Each employee is eligible for payment for specified holidays who has worked their regular shift upon the work day preceding such holiday and their regular shift upon the work day following such holiday.

21.2 "Holidays" shall mean and include New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and Remembrance Day, and one (1) floater holiday each year that will be taken by each employee between January 1st and March 31st as arranged with the Manager/Director. When any of the above-noted holidays, except Remembrance Day, fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday and/or the following Monday shall be deemed to be holidays for the purpose of this Agreement. In the event Remembrance Day falls on a Saturday or Sunday, one (1) lieu day will be taken during the year at a time mutually agreed between the employee and their Manager/Director.

- 21.3 In the event such employee is absent on a regular shift preceding or following such holidays and presents a reasonable excuse for such absence, they shall be paid.
- 21.4 "Shift Employees" in the event any of the holidays or days scheduled as holidays as outlined in Article 21.2 fall on a regularly scheduled rest day, for an employee working a regularly scheduled shift, the employee shall be allowed one (1) lieu day for each such holiday to be taken within six (6) months at a time mutually agreed upon between the employee and their Manager.
- 21.5 Seasonal employees shall be immediately eligible for statutory and declared holiday pay with the exception of holidays that fall between the date of termination and the date of rehire.
- 21.6 Hours worked on holidays are paid as double time plus the normal holiday pay which the employee would otherwise be entitled to receive.

ARTICLE 22 – SAFETY

(a) The Corporation shall observe all reasonable precautions and provide all safety devices or appliances that may reasonably be required for the ample protection of workers. All employees shall cooperate with the Corporation in the prevention of accidents and will adhere to safety practices.

(b) Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee to examine health and safety questions and make appropriate recommendations in the interest of a safe and healthy work environment.

(c) The Corporation and the Union shall follow the Terms of Reference for the Joint Health and Safety Committee:

1. The Corporation of the City of Waterloo and C.U.P.E. Local 1542 have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to the terms of reference for the composition, practice and procedure thereof.
2. The parties acknowledge that a Joint Health and Safety program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these Terms of Reference and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
3. The parties hereto adopt these TERMS OF REFERENCE in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

ARTICLE 23 – PERFORMANCE APPRAISALS

The City of Waterloo's performance appraisal system provides a framework for positive and constructive communication between an employee and their manager regarding the employee's job performance. When the manager intends to conduct a performance appraisal meeting with an employee, the manager shall give the employee at least five (5) working days' notice. Performance appraisal meetings shall be attended only by the manager 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 manager's comments and such response shall form part of the performance appraisal. Job expectations and goals for the upcoming year may be discussed, but the employee shall not be required to make or sign any undertaking regarding the employee's future work performance.

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

The parties agree to use the Performance Appraisal Form dated November 2008 (Appendix B). This form can only be changed through the mutual agreement of the parties.

ARTICLE 24 - TEMPORARY TRANSFERS

If an employee is required to perform the duties of any position other than that occupied by such employee they shall be paid not less than the corresponding minimum rate of pay or their regular rate of pay whichever is greater while engaged in such work. When a temporary transfer will be for a period of four (4) hours or more, then wherever possible and practical, employees will be given the opportunity to exercise their seniority and preference in such transfers.

ARTICLE 25 - HOURS OF WORK

25.1 The hours of work shall be eight (8) hours per day, inclusive of a paid twenty (20) minute lunch period subject to the provisions of Article 25.3, Monday through Friday to a total of forty (40) hours per week.

Under normal circumstances these hours shall be worked as follows:

(a) Integrated Planning and Public Works Department hours of work are 7:00 a.m. to 3:00 p.m. Monday through Friday.

(b) Community Services Department hours of work are 8:00 a.m. to 4:00 p.m. Monday to Friday with the following exception: Parks Turf Operations, Construction and Playgrounds, Forestry and Horticulture sections within the Environment and Parks Division hours of work will be 7:00 a.m. to 3:00 p.m. Monday and Friday.

c) Corporate Services Department (Facilities and Fleet) hours of work are 7:00 a.m. to

3:00 p.m. Monday through Friday.

In Facilities and Fleet mechanical section, if any employee wishes to start the work between the hours of 7:00 a.m. and 9:00 a.m. they shall do so with the Director/Managers approval without any shift premium.

- 25.2 Nothing contained in this section shall, in any way, be interpreted as restricting an employee from working other hours, providing they have been requested to work and are willing to work.
- 25.3 There will be an eight (8) hour work day inclusive of a paid meal and rest period as specified in 25.3 (a) subject to the conditions specified in 25.3 (b) through (e):
- (a) Employees will be provided with one morning ten (10) minute rest period and a thirty (30) minute meal period.
 - (b) That the thirty (30) minute lunch period is inclusive of any wash-up time and of any travel time and will be taken on the job site.
 - (c) That in the event of inclement weather and no vehicle or building is available for the employee to use for the meal period, the Employee may proceed to the municipal building located nearest the job site and take his or her meal period, inclusive of any wash-up and of any travel time.
 - (d) That the arrangement is, and will continue to be, approved by the Employment Standards Branch.
 - (e) That the Corporation may institute an unpaid lunch period if the arrangement is not approved or if it becomes illegal for any reason.

ARTICLE 26 - RATES OF PAY AND WAGE INCREASES

- 26.1 Wages as shown on the attached schedule (Appendix "A") shall be part of this Agreement and shall receive pay statement dated every second Thursday; and receive direct deposit by Friday morning. A breakdown of wages paid will be supplied an employee, on request, with a copy of the Pay Statement.
- 26.2 Seasonal employees, who are hired for a second or more term of temporary employment, while not acquiring seniority, shall be credited with the months worked during the previous work term to establish the hourly rate to be paid under Appendix "A" of this contract.
- 26.3 Payment for statutory holidays and vacation pay will be determined by the greater of the employee's posted rate of pay and the rate of pay received by the employee for the last full shift worked immediately preceding the statutory holiday or vacation period excluding that of Senior Lead Hand as per Article 38.4.
- 26.4 The Union may make recommendations for wage increases covering all employees coming under this Agreement and no employee shall be paid less than the minimum provided for the

respective classifications in the schedule attached to this Agreement.

- 26.5 Where an employee is requested by their Manager or Director to provide training to other employees, the employee will receive an hourly premium of two dollars (\$2.00) per hour, for all hours spent performing training.

ARTICLE 27 - OVERTIME PAYMENT AND SHIFT PREMIUM

- 27.1 All hours worked in excess of the normal work day or the normal work week shall be considered as overtime and shall be paid for at the appropriate overtime rate as follows:

1. Monday through Friday:

Integrated Planning and Public Works Department, Corporate Services Department, and Environment and Parks Services Division within Community Services Department (except Cemetery Services section)
3:00 p.m. to 7:00 a.m. - time and one-half

Community Services Department (Environment and Parks Services Division, Cemetery Services Section)
4:00 p.m. to 8:00 a.m. – time and one-half

2. Saturday:

Integrated Planning and Public Works Department, Corporate Services Department, and Environment and Parks Services Division within Community Services Department (except Cemetery Services Section)
7:00 a.m. to 3:00 p.m. – time and one-half
3:00 p.m. to 11:00 p.m. – double time

Community Services Department (Cemetery Services Section within Environment and Parks Services Division)
8:00 a.m. to 4:00 p.m. – time and one-half
4:00 p.m. to 12:00 Midnight – double time

3. Sunday:
All day - double time

4. "Shift Employees"
All hours worked by employees working a regularly scheduled shift, which occur on the normal scheduled rest day(s) shall be paid for at the following overtime rate:

- (a) First regularly scheduled rest day:
Day shift - time and one-half;
Second shift - double time.

- (b) Second consecutive regularly scheduled rest day:
- double time.
- (c) Third consecutive regularly scheduled rest day:
Day shift - time and one-half;
Second shift - double time.
- (d) Fourth consecutive regularly scheduled rest day:
- double time.

- 27.2 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 27.3 **For Integrated Planning and Public Works, Corporate Services (Facilities and Fleet) operations, and Environment and Parks Services Division within Community Services Department** a shift premium of **\$1.35 per hour effective January 1, 2016, \$ 1.40 per hour effective January 1, 2017 and January 1, 2018 and \$ 1.45 per hour effective January 1, 2019** shall be paid for all hours worked on a regularly scheduled shift which starts before 7:00 a.m. or finishes after 3:00 p.m., Monday to Friday. A shift premium of **\$1.35 per hour effective January 1, 2016, \$1.40 per hour effective January 1, 2017 and January 1, 2018, and \$1.45 per hour effective January 1, 2019**, shall be paid for all regularly scheduled shifts worked on a Saturday or Sunday, subject to Article 27.4. Shift premiums shall not apply where overtime rates do apply. All employees posted to a twelve (12) month non-rotating permanent regularly scheduled shift which starts before 7:00 a.m. or finishes after 3:00 p.m. shall receive the shift premium for any period of vacation, statutory and declared holidays and sick leave.
- 27.4 a) All Arena and Facility Attendants, while working in an Arena or Facility, shall be paid a shift premium of **\$1.35 per hour effective January 1, 2016, \$ 1.40 per hour effective January 1, 2017 and January 1, 2018, \$1.45 per hour effective January 1, 2019** for all hours worked on the second shift. A shift premium of **\$1.35 per hour effective January 1, 2016, \$ 1.40 per hour effective January 1, 2017 and January 1, 2018, and \$1.45 per hour effective January 1, 2019** shall be paid for all regularly Scheduled shifts worked on a Saturday or Sunday. Shift premiums shall not apply where overtime rates do apply.
- b) All Arena and Facility Attendants, while working at RIM Park, shall be paid a shift premium of **\$1.35 per hour effective January 1, 2016, \$ 1.40 per hour effective January 1, 2017 and January 1, 2018 and \$1.45 per hour effective January 1, 2019** for all hours worked on the second shift (4:00 p.m. to 12:00 a.m.); and third shift (12:00 a.m. to 8:00 a.m.). A shift premium of **\$1.35 per hour effective January 1, 2016, \$ 1.40 per hour effective January 1, 2017 and January 1, 2018 and \$1.45 per hour effective January 1, 2019** for all regularly scheduled shifts worked on a Saturday or Sunday. Shift premiums shall not apply where overtime rates do apply.
- 27.5 Where an employee works three (3) or more hours contiguous with the eight (8)hour shift, such employee shall be eligible for a meal allowance of **\$13.00 effective January 1, 2016 and January 1, 2017, \$13.50 effective January 1, 2018 and January 1, 2019**. Payment of

this meal allowance shall not apply where an employee is required to work at hours not contiguous with the regular working day.

- 27.6 All Parks and Facility Division employees may work a revolving shift schedule consisting of one hundred and twenty (120) hours over a three (3) week period. Overtime benefits will apply after eight (8) hours per day and one hundred and twenty (120) hours in the three (3) week period.
- 27.7 All Operations Division employees employed on the winter patrol shift may work a revolving shift schedule consisting of one hundred and twenty (120) hours every three (3) weeks. Overtime benefits will apply after eight (8) hours per day and one hundred and twenty (120) hours in the three-week (3) period.
- 27.8 For the term of this agreement employees may accumulate and bank overtime as lieu time at the appropriate overtime rate to a maximum of eighty (80) hours paid time off in any year, and such time will be taken as paid time off at a time mutually agreed between the Director and the employee. Any banked overtime not taken by the end of the last pay in November shall be paid out to the employee on the first pay in December. Employees shall be able to resume to accumulate and bank overtime effective December 1.
- 27.9 Any member of CUPE wishing to receive a one (1) time per year interim pay-out of a portion of banked overtime prior to the November 30th cut-off date shall complete a time card and submit with the following information to their Director for approval:
1. Total hours to be paid out (must be for twenty (20) hours or more, but shall not exceed the current balance in the overtime bank)
 2. Banked time account number
 3. Employee name and number
 4. Employee signature

Time cards will be reviewed and approved by the Director and forwarded to payroll for processing on the next standard pay.

It is also understood that this interim payout shall not increase the maximum accumulation of eighty (80) hours banked overtime per calendar year.

27.10 Winter Operations

Continuous Rotating Winter Control Shifts Monday to Friday (3p.m – 11 p.m.) and (11:00 p.m. to 7 a.m.) and Sunday to Thursday (11 p.m. to 7 a.m.) for Transportation Services and Environment and Parks Services will be assigned by October 1 of each year in the following sequence:

(a) Employees from Transportation Services and Environmental & Parks Services who volunteer by September 15 for a permanent position on the Winter Control Shifts;

(b) Employees from Integrated Planning and Public Works (IPPW) (e.g. Water Services)

who volunteer by September 15 for a permanent position in Transportation Services Winter Control Shifts with the approval of their Director;

(c) The number of permanent staff required for each winter control shift will be identified in advance of the voluntary sign-up and in consultation with the Union.

- 27.10.1 All IPPW employees shall participate in the Transportation Services Winter Control Weekend Shifts. Weekend Shifts will be assigned in reverse order of seniority. If there is adequate Winter Control weekend shift coverage Water Services employees may be removed from the Winter Control Weekend Shift based on Seniority.
- 27.10.2 For Transportation Services Winter Operations, one permanent full-time employee from the Monday to Friday (3:00 p.m.-11:00 p.m. shift) shall work Winter Control Tuesday to Saturday (3:00 p.m. – 11:00 p.m. shift), if the employee volunteers. If there is no volunteer, the Tuesday to Saturday (3:00 p.m.-11:00 p.m. shift) will be assigned in reverse order of seniority amongst permanent full-time employees working the Winter Control Shift Monday to Friday (3:00 p.m. – 11:00 p.m.).
- 27.10.3 (a) No existing Winter Control shift in Transportation Services and Environment and Parks Services shall be changed without 30 calendar days notice and in consultation with the Union.
- (b) Seniority shall govern on all the shifts that are assigned for the Winter Control Operations.
- 27.10.4 Only the employees that participate in the Winter Control Shifts (including Winter Control Weekend Shifts) will be eligible to have their names on the Winter Overtime Call In List. Others may have their names added to the "spare" section of the Full Plow Call-In List.
- 27.10.5 Employees called in for full plow shall be paid at the regular rate of pay plus shift premium from the start of work for the first eight (8) hours of work. The employee shall be paid at the applicable overtime rate for all hours after the first eight (8) hours until 3:00 p.m. No employee shall be required to leave work prior to 3:00 p.m.
- 27.10.6 Employees called in for snow loading that extends into their regular shift shall not be required to leave work prior to half way through their regular shift (i.e. 11:00 a.m. for staff working 7:00 a.m. to 3:00 p.m.)
- 27.11 Overtime shall be distributed on a rotational basis, first within the Section, then within the Division and then within the Department in the following manner:
- (a) Overtime shall be distributed as equitably as possible between employees who have indicated a willingness to work overtime hours.
- (b) Employees must be qualified to perform the necessary or required overtime work.
- (c) Lists of employees will be established to be used on a rotational basis for overtime hours.
- (d) Employees will accept or reject overtime hours offered without explanation of the type

of work required.

ARTICLE 28 - REMUNERATION - SPECIAL CALL

28.1 All employees will be paid a minimum of three (3) hours pay at the applicable rate if specially requested to report to duty.

28.2 Standby Pay – On Call Operators

Refer to Letters of Understanding #2 and #3 in collective agreement.

All employees, when called out on an emergency call, shall be paid a minimum of three (3) hours at the appropriate overtime rate.

28.3 Water Services On-Call Duty

The provision of "On-call duty" (ie. Immediately available by direct telephone contact to respond to after-hours call in) will apply to the Water Services Division. To be eligible for on-call duty, employees must hold a water distribution operator certificate or a wastewater collection operator license.

A voluntary sign-up sheet shall be posted by March 15 for all eligible employees within Water Services for a two week period. The minimum number of employees required to provide on-call schedule coverage is four (4) staff on each of the water on-call and sanitary sewer on-call lists. Should the minimum coverage requirements not be met through voluntary sign-up, eligible employees shall be assigned based on reverse seniority. For any new full-time employees or new posted positions, on-call duty shall form part of the employment duties with the City.

On-call duty shall be assigned on a weekly rotating basis and an annual schedule will be established by April 15 of every year. The annual rotation shall be from June 1 to May 31 each year.

The on-call schedule will be divided as equally as possible among the employees participating in the on-call schedule. The employee scheduled for on-call will be responsible for arranging with another employee an exchange of on-call periods to other qualified employees within the work group provided they both agree and it is approved by the Manager. The period for on-call duty shall be from Friday at 3:00 p.m. to Sunday at 3:00 p.m. and during the evening shift of Sunday to Thursday 3:00 p.m. to 11:00 p.m. when the evening shift operator is not available.

Employees on on-call duty shall perform only those duties for which they are on on-call and not the duties set out in other job classifications (e.g. water and sewer employees only perform water and sewer duties and not transportation related duties) unless employees who normally perform the work are not readily available. The water operator shall be called out for water operations response and the wastewater operator for sewer operations response. If additional employees are required to attend a call, the

appropriate Call In List will be exhausted prior to the additional on-call duty employee being called in.

Employees on on-call duty shall be available in a condition to perform their work and shall report to work within a one hour timeframe. Exceptions may be made based on other considerations such as weather and location of residence.

Employees who are assigned and scheduled for on-call duty shall receive on-call duty pay and will be provided with communication devices.

On-call Duty Pay:

2016 -\$200/weekend

\$10/day for evening shift coverage (3:00 p.m. -11:00 p.m. Sunday to Thursday)

When an employee assigned to on-call duty is called out they shall be paid, in addition to "on-call duty" pay, the appropriate overtime rate as described in Article 27.

ARTICLE 29 - VACATIONS

29.1 The vacation schedule shall be arranged between all employees and the Director, on or before April 1st for the following twelve (12) months, senior employees to be given preference. Requests received after April 1st for vacation days within the period up to April 1st of the following year will be considered as they are received. Not more than two (2) weeks may be taken during July and August, at the discretion of the Director.

Permanent employees shall receive annual vacation with pay based on their individual service date, following the completion of the required years of service. Vacation will be accrued at the appropriate rate on a monthly basis.

The vacation schedule for all employees covered by this Agreement shall be as follows:

1. Four (4) percent of earnings paid to seasonal labourers on bi-weekly basis
2. From date of hire to the three (3) year service date, banks will accrue monthly at 6.667 hrs for a total of 10 days vacation.
3. From three (3) years to the five (5) year service date, banks will accrue monthly at 10.00 hrs for a total 15 days vacation.
4. From five (5) years to the six (6) year service date, banks will accrue monthly at 10.667 hrs for a total 16 days vacation.
5. From six (6) years to the seven (7) year service date, banks will accrue monthly at 11.333 hrs for a total 17 days vacation.

6. From seven (7) years to the eight (8) year service date, banks will accrue monthly at 12.00 hrs for a total 18 days vacation.
7. From eight (8) years to the nine (9) year service date, banks will accrue monthly at 12.667 hrs for a total 19 days vacation.
8. From nine (9) years to the eleven (11) year service date, banks will accrue monthly at 13.333 hrs for a total 20 days vacation.
9. From eleven (11) years to the thirteen (13) year service date, banks will accrue monthly at 14.00 hrs for a total 21 days vacation.
10. From thirteen (13) years to the fourteen (14) year service date, banks will accrue monthly at 14.667 hrs for a total 22 days vacation.
11. From fourteen (14) years to the fifteen (15) year service date, banks will accrue monthly at 15.33 hrs for a total 23 days vacation.
12. From fifteen (15) years to the sixteen (16) year service date, banks will accrue monthly at 16 hrs for a total 24 days vacation.
13. From sixteen (16) years to the eighteen (18) year service date, banks will accrue monthly at 16.667 hrs for a total 25 days vacation.
14. From eighteen (18) years to the twenty (20) year service date, banks will accrue monthly at 17.33 hrs for a total 26 days vacation.
15. From twenty (20) years to the twenty two (22) year service date, banks will accrue monthly at 18.00 hrs for a total 27 days vacation.
16. From twenty two (22) years to the twenty three (23) year service date, banks will accrue monthly at 18.667 hrs for a total 28 days vacation.
17. From twenty three (23) years to the twenty four (24) year service date, banks will accrue monthly at 19.33 hrs for a total 29 days vacation
18. From twenty four (24) years and up, banks will accrue monthly at 20.00 hrs for a total 30 days vacation.
19. After twenty nine (29) years of consecutive service, thirty-five (35) days vacation with pay.

All permanent employees will take a minimum of two (2) weeks each year and no less. Any vacation earned beyond the two (2) weeks that is unused will be carried over to the next year. Vacation that is carried over into the next year must be used by December 31st of that year or it will be eliminated from the vacation banks.

29.2 With the approval of the Director/Commissioner an employee who is incapacitated due to serious

illness or injury; and under medical treatment while on vacation shall have the vacation days so displaced either added to the vacation period or reinstated at a later date at a time mutually agreed between the employee and his or her Director. The employee must provide medical documentation from a qualified medical practitioner to the City to have his or her vacation reinstated. The period of illness or injury will be reassigned as sick leave.

ARTICLE 30 - CLOTHING SUPPLIED BY THE CORPORATION

30.1 The employee shall be provided with the following items of clothing and footwear under the following conditions:

- (a) **Effective January 1, 2016**, each full-time employee will be given a **\$375.00** allowance (taxes included) for the purchase replacement of shirts, pants, golf shirts, "T" shirts, sweat shirts, coveralls, parkas or bomber jackets. Note: Excludes the cost of the application of any City logo.

Effective January 1, 2017 - \$400.00 Clothing Allowance

Effective January 1, 2018 - \$400.00 Clothing Allowance

Effective January 1, 2019 - \$415.00 Clothing Allowance

Seasonal employees scheduled to work more than three (3) months will be given a \$150.00 allowance for the purchase of shirts, pants and/or coveralls such purchases to be made within one (1) month of date of hire commencing.

Note: Excludes the cost of the application of any City logo.

- (b) The suppliers will be selected as per the City of Waterloo approved purchasing procurement procedures and by January 1st of each year the Corporation will notify the employees with the name of the suppliers.
- (c) The supplier will invoice the Corporation and shall keep a record of the employee credit balance (i.e. what remains of the clothing allowance for that employee). If a purchase will result in the credit balance being exceeded, the employee would have to pay the supplier the difference.
- (d) For the Public Works Department; the pants are to be dark blue. The shirts (short or long sleeve), the 'T' shirts and the sweat shirts are to be light or dark blue (solid colour) and the coveralls may be dark blue or orange. For the Parks, Facilities and Cemeteries; the pants, coveralls and shirts (short or long sleeve) corporate colours will be determined by the Department.
- (e) The City will continue to supply the orange safety 'T'shirts.
- (f) One (1) pair of short rubber boots.
- (g) One (1) pair of 9-inch high-cut leather boots. Employees assigned on a permanent basis to the asphalt crew will receive one (1) pair of appropriate thick soled shoes, if requested.

- (h) One (1) pair of overshoes.
- (i) Employees will not be permitted to wear clothing at work that does not conform to the above.
- (j) Failure to wear the specified clothing will result in the loss of the clothing allowance.
- (k) Any repair or adjustments to clothing would be the employee's responsibility and cost.
- (l) The City will supply name tag tape for employees to apply to the clothing (shirts, pants or coveralls) that they wish to have cleaned by the City.
- (m) Shorts may be worn if approved by the manager provided that they meet the specifications of the City. The following criteria are to be met when wearing short pants.
 - (1) The short pants will be similar to existing uniform styles and colours.
 - (2) The short pants will be at the expense of the employee.
 - (3) The short pants will be a reasonable length. As a guideline, approximately 2 inches above the knee; and must have a hem. Absolutely no cut offs!
 - (4) All necessary safety requirements are to be met and if short pants are deemed by management to be inappropriate in specific areas or situations, they will not be worn.
 - (5) All staff wearing short pants will have on their possession suitable long pants or coveralls to put on in the event their work changes during the work day to an activity not suitable for short pants.

- 30.2 The employees shall be provided with the following items of clothing as required:
- (a) waterproof rain suit;
 - (b) necessary clothing specially required by the nature of the work.
- 30.3 General requirements regarding the supply of clothing and footwear:
- (a) Within the Public Works Department, the City will provide cleaning of the shirts and pants or coveralls for any employee requiring such cleaning for the Operations Division employees.
 - (b) Clothing supplied for Community Services and Corporate Services (Asset Management Division) employees shall be cleaned at the expense of the employee.
 - (c) Safety footwear for employees will be replaced from the stockroom or supply truck as needed upon the employee returning old footwear.
- 30.4 In the event a permanent employee wishes to purchase safety footwear elsewhere or insulated work boots, the Corporation will pay for the purchase of such boots up to and not exceeding a value of:
- Effective January 1, 2016 - \$180.00**
Effective January 1, 2017 - \$185.00
Effective January 1, 2018 - \$185.00
Effective January 1, 2019 - \$190.00
- on the following conditions:
- (a) The boots purchased are certified safety boots having a steel safety toe and shank.
 - (b) A satisfactory proof of purchase or bill of sale is supplied to the Corporation showing the type of boot purchased and the total price paid.
 - (c) After the original purchase, additional boots will be purchased under these provisions provided the previous boots are returned and permission is received to replace.
 - (d) Insulated boots will not be replaced by the standard safety boot supplied under Article 30.1 (g).

ARTICLE 31 - EMPLOYEE GROUP BENEFITS

- 31.1 All permanent employees shall be entitled to full coverage in accordance with Sun Life Financial Group Benefit Policy No. 87230-4. Long-term Disability coverage shall cease on the member's 65th birthday. For seasonal employees, effective February 1, 2006, the reimbursement level under the Extended Health Care program will be 80% of all applicable

Extended Health Care provisions of the plan with the exclusion of Out-of-Province Emergency and Travel Assistance which will remain at 100% reimbursement of eligible charges. For seasonal employees, effective February 1, 2006, the reimbursement level under the Dental Care program will be 80% applicable to all Part A services (preventative, endodontics, periodontics and denture repairs). Part B services remain at 50% (dentures, crowns and bridges) and Part C services remain at 50% (orthodontics).

31.2 The Corporation agrees to pay one hundred (100) percent of the cost of Employer Health Tax and premium cost of Group Medical and Life Insurance and Long Term Disability Insurance. The Group Life Insurance will provide coverage of two hundred (200) percent of an employee's current annual salary to the nearest one thousand dollars (\$1,000.00).

The Corporation will provide coverage under the current L.T.D. insurance contract of seventy (70) percent of normal monthly earnings to a maximum monthly benefit of three thousand five hundred dollars (\$3,500.00).

The Corporation will provide Vision Care coverage under the benefit contract of:

Four hundred and seventy-five dollars (\$475.00) effective January 1, 2015.

The Corporation will provide an eye examination by an Optometrist limited to one examination in a 24 month period for the member and each insured dependent. The cost of such eye examination shall not be deducted from eye glass coverage.

The Corporation will provide an eye examination by an Optometrist limited to one examination in a 12 month period for children under 18 years of age and the cost of such eye examination shall not be deducted from eye glass coverage. If the prescription changes from the previous eye examination, children under 18 years of age will be provided with glasses every 12 months.

Should benefits that are currently reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the employees shall be responsible for the cost of such benefits.

Coverage under the benefit contract will provide six hundred dollars (\$600.00) every thirty-six (36) months for hearing aids. Effective January 1, 2005 the Corporation will provide an audiology test provided that it is not covered by any other group insurance plan and carried out by a qualified audiologist who is a member of the College of Audiologist and Speech Language Pathologists to a maximum of seventy-five dollars (\$75.00) per life time maximum.

Chiropractic coverage shall be as follows:

\$625.00 per year maximum with no deductible, effective January 1, 2015

Four hundred dollars (\$400.00) on the special footwear provision.

Maximum coverage for orthotics effective January 1, 2009 is \$650.00.

Effective January 1, 2016, the Corporation will provide **dependent life insurance** coverage for current staff and the Dependent Life coverage will provide ten thousand dollars (\$10,000.00) per spouse and five thousand dollars (\$5,000.00) per child.

- 31.3 For permanent employees the Corporation will provide a preventative dental plan as set out in the current benefit booklet. The cost of this plan will be one hundred percent (100%) paid by the Corporation. The payment schedule will be amended to current year O.D.A. Schedule less one (1) year. The payment schedule will be according to the current year O.D.A. less one year.

The Corporation will provide an orthodontic coverage under the dental plan to provide a benefit with a nil/nil deductible and fifty percent (50%) reimbursement to a three thousand (\$3,000.00) lifetime maximum. The Corporation will provide coverage for pits and fissures for children under nineteen (19) years of age and coverage for crowns, bridges and dentures on the basis of fifty percent (50%) reimbursement to a maximum of two thousand dollars (\$2,000.00) per year.

- 31.4 The Corporation will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as follows:

The Corporation will pay one hundred percent (100%) of the premium cost of Extended Health Care and Dental coverage for an employee voluntarily electing retirement until the retired employee's 65th birthday, subject to the following conditions.

1. This program will be extended only to employees voluntarily electing retirement before the age of sixty-five (65) and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is fifty-five (55) years of age or older for an age sixty-five (65) normal retirement date and is in receipt of a retirement pension from O.M.E.R.S.
2. The retiring employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement to be eligible for this program.
3. The above coverage will continue to the spouse of the retired employee for two (2) years in the event of the death of the retired employee or the sixty-fifth (65th) birthday of the employee whichever comes first.
4. It will be the retired employee's responsibility to ensure that the City Human Resources Department has a correct address at all times.
5. The benefits to be extended will be as follows:
 - a) The Extended Health Care Plan in effect at the time of retirement unless amended through negotiations.
 - b) The Dental Plan in effect at the time of retirement unless amended through negotiations.

6. Any future enhancements or amendments to the benefit as outlined in number 5 will be at the discretion of the Corporation.
7. The benefits above will be those in effect at the time of retirement unless amended through negotiations; the effective date of any such increases in benefits shall be the date of mutual ratification.

Should benefits that are currently reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the retirees shall be responsible for the cost of such benefits.

- 31.5 In the event of lay-off or any authorized leave of absence the Corporation will continue payment of benefit plan premiums for a period of sixty (60) calendar days for a lay-off or thirty (30) calendar days for any authorized leave of absence. Benefits will be continued after the above period of time as outlined in Article 9.5 (f), provided that the employee makes payment of the total premiums in advance to the City of Waterloo in accordance with the schedule drawn up by the Director Human Resources.
- 31.6 In the event of sickness or accident the Corporation will continue payment of benefit plan premiums provided an employee is receiving full salary from the Corporation. In the event an employee is no longer receiving full salary from the Corporation, benefits will be continued at the employee's expense, for a maximum period of time as outlined in Article 9.5 (f), provided the employee makes payment of the total premiums in advance to the City Treasurer in accordance with the schedule drawn up by the Director Human Resources.
- 31.7 A permanent employee covered by this Agreement who has given good and faithful service to the Corporation, who through advancing years or temporary disablement is unable to adequately perform his/her 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 he/she is assigned or to any lesser rate and/or hours that may be jointly agreed upon by the Corporation and the Union, and without regard to the seniority provision of this Agreement, except that such employee may not displace an employee with more seniority. This provision is not to be construed as a guarantee by the Corporation 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.
- 31.8 The City may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and provided that the City provides the Union with at least sixty (60) days advance notice of the change along with the specifications, coverage and conditions of benefits to be provided by the new carrier. This does not apply to any plan mandated by law.

Any dispute between the parties regarding any of the benefits, conditions, specifications and coverage provided by the current benefit carrier and those to be provided by the new benefit carrier shall be referred first to a meeting of the parties prior to such dispute being referred to Article 13.

ARTICLE 32 - PENSIONS

- 32.1 It is agreed by both parties that it shall be a condition of employment that all eligible employees shall contribute to the Ontario Municipal Employees Retirement Plan.
- 32.2 The Corporation agrees to provide, effective January 1st, 1982, in addition to the basic O.M.E.R.S. pension, the Type I - 2% Supplementary O.M.E.R.S. Benefit.
- 32.3 The Corporation will provide benefits to retired employees prior to the retired employee's sixty-fifth (65th) birthday as outlined in the provisions of Article 31.4.

ARTICLE 33 – UNION WORK CLASSIFICATION AND SUPERVISORY PERSONNEL

- 33.1 The Corporation and the Union agree that no person other than those normally employed on such classification shall perform the work normally done by a member of the bargaining unit except in cases of emergency. In the event of emergency, steps will be taken to deal with the immediate situation and every effort will be made to utilize the services of such members of the bargaining unit, who would normally perform the work required. Determination of a state of emergency, and the provision of adequate service shall be at the discretion of the Commissioner through the Director.
- 33.2 The Corporation has the right to test equipment before and after repairs, for a reasonable length of time.

ARTICLE 34 - ABUSIVE LANGUAGE

Any person employed by the Corporation in authority while addressing employees must refrain from the use of abusive language and similarly employees must refrain from the use of abusive language to any such person in authority. All employees of the City are expected to show respect and tolerance for each other in the workplace.

ARTICLE 35 - CORRESPONDENCE

Unless specifically provided in the Agreement, all correspondence between the parties arising out of the Agreement, shall pass to and from the Director Human Resources and the Recording Secretary with a copy to the President and The Canadian Union of Public Employees, 1120 Victoria Street North, Suite 204, Kitchener, Ontario, N2B 3T2.

ARTICLE 36 - EMPLOYEE FILES

An employee shall have the right to obtain access to his/her personnel file upon reasonable notice and within normal working hours. No employee file shall be removed from Human Resources and such file will be reviewed by an employee only in the presence of Human Resources staff. Copies of file material requested by the employee will be supplied to the employee at City cost, as soon as reasonably possible. An employee may respond to any document in the personnel file and such reply will be retained in the file. All disciplinary letters and documents, including letters recording verbal warnings, shall be removed from the employee's file twenty-four (24) months from the date of issue. All letters of counsel shall be removed from the employee's file fifteen (15) months from the date of issue.

ARTICLE 37 - MATERNITY/ADOPTION LEAVE

37.1 Under the Employment Standards Act, a pregnant employee has the right to take unpaid pregnancy leave of absence. The pregnancy leave entitlement shall be up to seventeen (17) weeks in length. In some cases the leave may be longer.

A pregnant employee qualifies for pregnancy leave if she was hired at least thirteen (13) weeks before the date her baby is expected to be born (due date). The earliest a pregnancy leave can begin is seventeen (17) weeks before the employee's due date. However, when the employee has a live birth, she will be able to begin her pregnancy leave on the date of the birth. The latest a pregnancy leave can begin is on the baby's due date. However, if the baby is born earlier than the due date, the latest the leave can begin is the day the baby is born.

The employer can not decide for the employee when the leave will begin, even if the employee is sick or if the pregnancy limits the type of work she can do.

Once an employee starts her pregnancy leave, she must take it all at once. If she decides to return to work she gives up the right to take the rest of the leave under the Employment Standards Act.

If an employee has a miscarriage or still birth, she is eligible for pregnancy leave only if the miscarriage or stillbirth occurred within seventeen (17) weeks before the due date. The pregnancy leave of an employee who has a miscarriage or still birth ends on the date that is the later of seventeen (17) weeks after the leave began or six (6) weeks after the stillbirth or miscarriage.

An employee must give her employer at least two (2) weeks written notice before beginning her pregnancy leave and if requested, provide a certificate from a medical practitioner indicating the expected date of birth. If the expected date of the leave to begin changes, the employee must provide the employer with written notice of the change at least two (2) weeks prior to the new earlier date.

If the employee does not specify a return date, it is assumed the employee plans to take the full seventeen (17) weeks. If the employee chooses not to take the full seventeen (17) weeks

pregnancy leave, the employee must provide the employer with written notice of the expected date of return. If the date changes, the employee must provide written notice at least four (4) weeks before the new date to return to work.

An employer can not require an employee to return early from pregnancy leave.

37.2

An employee who is a new parent is entitled to parental leave. A 'parent' includes a birth parent, an adoptive parent (whether or not the adoption is legally finalized) or a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as his or her own. This includes same sex couples.

Both new parents have the right to take parental leave up to thirty-five (35) or thirty-seven (37) weeks of unpaid time off work. If an employee has also taken the pregnancy leave of seventeen (17) weeks, the employee is entitled to thirty-five (35) weeks. If the employee has not taken the pregnancy leave, the employee is entitled to thirty-seven (37) weeks unpaid time off.

An employee who is a new parent must have been hired at least thirteen (13) weeks before the leave begins.

A birth mother who takes pregnancy leave must ordinarily begin her parental leave as soon as her pregnancy leave ends. If an employee's baby has not come into her care for the first time when the pregnancy leave ends, the employee can choose to return to work and start her parental leave once the baby comes home.

All other parents must begin their parental leave no later than fifty-two (52) weeks after the date their baby is born or the date their child first came into their care, custody and control. The parental leave doesn't have to be completed within the fifty-two (52) week period, just started. Employees may wish to take a shorter leave if they wish. However, once they start the leave, he or she must take it all at one time.

An employee who has a miscarriage or stillbirth, or whose spouse or same-sex partner has a miscarriage or stillbirth, is not eligible for parental leave.

An employee must give his or her employer at least two (2) weeks written notice before beginning a parental leave. If an employee is also taking pregnancy leave, she may give her employer notice of both leaves at the same time but not required to.

If the expected date of the leave to begin changes, the employee must provide the employer with written notice of the change at least two (2) weeks prior to the new earlier date.

If the employee does not specify a return date, it is assumed the employee plans to take the full thirty-five (35) or thirty-seven (37) weeks they are entitled to. If the employee chooses not to take the full leave entitlement, the employee must provide the employer with written notice of the expected date of return. If the date changes, the employee must provide written notice at least four (4) weeks before the new date to return to work.

An employer cannot require an employee to return early from parental leave.

37.3 In most cases, the employee who takes pregnancy or parental leave is entitled to the same job the employee had before the leave began or a comparable job if the employee's old job no longer exists. In either case, the employee must be paid at least as much as he or she was earning before the leave. If the employee's pay would have gone up if he or she hadn't been on leave, the employee must be given the higher pay on returning to work.

An employee will not be penalized in any way because the employee took a pregnancy or parental leave, plans to take a pregnancy or parental leave, is eligible to take a pregnancy or parental leave or will become eligible to take a pregnancy or parental leave.

Employees on pregnancy or parental leave have a right to continue to take part in all benefit plans that their employer may offer. The employer will continue to pay premiums for any of these plans that were offered before the leave, unless the employee tells the employer in writing that he or she won't continue to pay his or her own share of the premiums (if any).

The employee will continue to earn credits towards seniority, service and length of employment - just as if he or she had stayed at work.

37.4 The period of a leave isn't included when determining whether an employee has completed a probation period. If an employee was on probation at the start of a leave, he or she must complete the probationary period after returning to work.

ARTICLE 38 - LEAD HAND AND SENIOR LEAD HAND

38.1 A Lead Hand is defined as an employee who will:

- (a) Direct the carrying out of the work to be performed with regard to the quality of work and conduct of the crew.
- (b) Ensure that the work is carried out in a safe manner.
- (b) Advise and monitor the crew to ensure that the work is carried out in accordance with safety regulations and City policy.
- (c) If required, ensure that time cards and any reports are completed and forwarded to the appropriate manager or staff person.
- (d) The Lead Hand shall not discipline, recommend any sanction against any employee or be involved in any evaluation of any employee or act in contravention of any part of the Collective Agreement. When Lead Hands observe conduct or behaviour of subordinates that contravenes established rules and regulations or where an employee is working or acting in a manner that is unsafe or contrary to good working order and discipline, the Lead Hand will report as soon as possible to the Manager such instance.
- (e) The Lead Hand shall not attend any meetings on behalf of the Manager where matters would be discussed that would in any way conflict with Article 38.1 (e) and the collective agreement.

- 38.2 An employee assigned the Lead Hand duties on a temporary basis by his or her Manager or Director as per Article 38.1 shall receive the Permanent Lead Hand rate of pay as per Appendix "A".
- 38.3 Selection of employees for a temporary Lead Hand shall be from amongst the permanent full-time employees in the Section, Division or Department (before consideration is given to seasonal employees).
- 38.4 When a Permanent Lead Hand is assigned the responsibility of a Manager on a temporary basis by the Director or any management person, such position shall be considered to be and shall be called a "Senior Lead Hand". Such duties shall be over and above those set out in Article 38.1 and shall be assigned only on a temporary basis for a short term of no longer than fifteen (15) weeks per Division/Section per year.
- (a) The Senior Lead Hand shall not discipline, recommend any sanction against any employee, shall not be involved in any evaluation of any employee or act in contravention of any part of the Collective Agreement. When a Senior Lead Hand observes conduct or behaviour of subordinates that contravenes established rules and regulations or where an employee is working or acting in a manner that is unsafe or contrary to good working order and discipline, the Senior Lead Hand will report as soon as possible to the Director such instance.
 - (b) The employee shall be paid a premium of three dollars (\$3.00) per hour above the employee's current rate of pay. This premium shall not apply to vacation or sick leave pay.
 - (c) The Senior Lead Hand shall not attend any meetings on behalf of the Manager where matters would be discussed that would in any way conflict with Article 38.4 a) and the collective agreement.
 - (d) When an MOE Lead Hand performs the duties of a Senior Lead Hand the employee shall receive a premium of \$4.00 per hour.

ARTICLE 39 - NO LOCKOUTS

- 39.1 The Corporation and the Union agree to follow procedures as outlined in this Agreement. The Union agrees that during the life of the Agreement there will be no strikes, picketing, slow down or stoppage of work either complete or partial. The Corporation and its officers who are in positions of authority agree that no means prejudicial to the employees or any of them will be exercised and there will be no lockouts of employees.
- 39.2 The parties hereto mutually agree that the Agreement is subject to the Rules of Practice and Procedure and Regulations of the Labour Relations Act of the Province of Ontario, 1970, and as amended from time to time.

ARTICLE 40 - CONTRACTING OUT

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

ARTICLE 41 - MERGER AND AMALGAMATION

Should a plan be approved to merge, amalgamate or combine any of the City of Waterloo's operations or functions with another municipal employer, or transfer any of its operations or functions to another municipal employer, the Corporation will contact the Union immediately.

The City will, where possible, provide assistance in discussions with respect to seniority rights, salary and wage levels, vacations and premiums, for each employee who is transferred to the other municipal employer.

ARTICLE 42 - CERTIFICATE/LICENSE REIMBURSEMENT

When the Corporation requires specific certificates or licences (excluding vehicle G driver's licence but including Dz and Az driver's license for permanent employees) for the performance of an employee's current job duties, the Corporation will reimburse the employee the cost of any certificate or licence fees required to maintain such certificate or licence.

ARTICLE 43 - REVOCATION OR SUSPENSION OF DRIVER'S LICENCE

In the event that an employee temporarily or permanently, due to culpable reasons, lose or have suspended their driving privileges and/or driver's licence, the employee shall report such suspension or loss to their manager immediately prior to working their next shift and in writing within three (3) working days to the Director Human Resources. The City will reassign the employee as quickly as possible to a job where a licence is not an essential part of the job. The rate of pay will, if necessary, be adjusted to the type of work undertaken. If there is no work that is reasonably available the employee may be laid off for the duration of the licence suspension. The employee shall be recalled to their previous position upon the expiry of the licence suspension or the reinstatement of their driving privileges.

In the event that an employee temporarily or permanently loses their licence or driving privileges due to medical reasons they shall be accommodated under the "duty to accommodate".

No employee shall be disciplined for the reason of loss of driver's licence, unless such loss of licence or driving privileges occurred with the operation of a City vehicle.

ARTICLE - 44 REHABILITATION, MODIFIED DUTIES AND WORK ACCOMMODATION

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The City acknowledges that it has a legal obligation to provide work accommodation in the accordance with the Human Rights Code of Ontario.

The employee shall at all times be represented by the designated Union representative(s) during any meetings with representative(s) of the City and/or the Workplace Safety and Insurance Board, Long-Term Disability carrier etc..

a) Return to Work and Job Security

1. An employee, who because of illness or injury, remains off work due to sick leave, a Long-Term Disability claim or a Workplace Safety and Insurance Board claim shall retain and continue to accumulate seniority.
2. Should an employee be capable of performing the essential duties of his/her former position, the City shall return the employee to his/her former position. Should an employee not be capable of returning to his/her former position, the City and the Union shall jointly determine the suitable placement of any employees on sick leave, Long-Term Disability or on a Workplace Safety and Insurance Board claim who are capable of returning to work. Failing agreement on suitable placement, the employee shall at all times retain his/her right to bump a less senior employee in any other classification.

b) Objectives of the Program

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

c) The Modified Duties and Work Accommodation Program

1. 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.
2. The City and the Union shall jointly determine the design of modified work or duties based on medical information for an employee who is off work due to illness or injury. Medical restrictions will be determined by the employee's attending physician(s).
3. With the permission of the employee, the Human Resources Department of the City shall provide to the Union representative designated to assist the employee all medical reports that are relevant to the employee's medical restrictions and that will be required to determine the modified duties program.
4. The City 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.
5. 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.

ARTICLE 45 - COPIES OF AGREEMENT:

The Corporation shall continue to provide sufficient copies of this collective agreement in an acceptable booklet form with a binding for all current and new employees at the corporation's cost. Ten copies shall be provided to the CUPE representative.

ARTICLE 46 - DURATION OF AGREEMENT

- 46.1 This Agreement shall remain in force from **January 1, 2016 to December 31, 2019** and thereafter shall automatically be renewed from year to year until notice of termination or proposed revision of any provision is given by either party, in writing, to the other party within the period of ninety (90) calendar days before the expiry date of this Agreement. All provisions not so terminated or proposed for revision shall continue in full force and effect.
- 46.2 The Corporation and Union shall do all such acts and things as may be requisite or necessary to the observance and carrying out of these provisions for Union security according to the true intent and meaning hereof.

Signed at Waterloo, Ontario, this 24th day of August 2016.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
LOCAL 1542

Peter Filato, President

Dan O'Hearn, Secretary

FOR THE CORPORATION OF THE
CITY OF WATERLOO

Mayor Dave Jaworsky

Olga Smith, Clerk

APPENDIX 'A'
WAGE SCHEDULE

Classification	Rate and Effective Date				Job Title and Equipment Relating to Classification
	Jan 1 2016	Jan 1 2017	Jan 1 2018	Jan 1 2019	
Class A	21.46	21.78	22.11	22.46	Seasonal Labourer
Class B	22.01	22.44	22.88	23.34	Permanent Skilled Labourer <u>without</u> DZ licence <ul style="list-style-type: none"> - Cement Finisher - Pipe Layer - Wildlife and Park Attendant
Class C	23.87	24.33	24.79	25.28	Permanent Skilled Labourer <u>with</u> DZ licence Asphalt Raker and Sprayer Arena and Facility Attendants (Seasonal) <u>Light</u> Equipment Operator <ul style="list-style-type: none"> - Tractor Operator - Small Snow Plow Operator - Walk Snow Blower Operator - Asphalt Roller - MT Trackless Snow Plow - 2-wheel Drive Front End Loader under 1 ½ Cubic Yards Water Services Operator in Training (OIT)
Class D	25.62	26.10	26.60	27.11	Forestry Technician 3 Horticulture Technician 3 Arena and Facility Attendants (Permanent and Posted) <u>without</u> 'B' Refrigeration Certification Building Maintenance Operator Water Meter Repair Operator

Medium Equipment Operator

- 4-wheel Drive Front End Loader under 2 Cubic Yards
- Single Axle Trucks Over 23,000 GVW
- Backhoe Tractor
- Grass Mowers 12-feet Wide or Wider while operated
- Wing person

Parks Maintenance Turf

Road Patrol

Class E 26.43 26.93 27.44 27.97

Building Maintenance Operator after one year

Mechanical and Refrigeration Maintenance

Operator with 'B' Refrigeration Certification

Arena and Facility Attendants with 'B' Refrigeration Certification

Fleet Maintenance Person

Water Services Operator Level I

Sewer Flusher/Vactor Truck

Tandem Trucks

Heavy Equipment Operator

- Backhoe Tractor
- 1 ½ Cubic Yards Front and ½ Cubic Yard Back Bucket
- **Bucket Truck**
- 4-wheel Drive Front End Loader 2 Cubic Yards and Over

Street Sweeper Operator

Playground Technician

Class F 27.06 27.57 28.08 28.63

Traffic Technician

Tandem Truck/Float Operator

Cemetery Operator 3

Swing Shovel Operator

Water Services Operator Level II

Class G	28.21	28.74	29.27	29.83	Permanent Lead Hand Water Services Operator Level III Water Services Flusher Operator
Class H	28.84	29.38	29.92	30.49	Water Services Operator Level III Welder Pumping Station Maintenance Operator
Class I	29.50	30.04	30.60	31.18	Building Maintenance Technician (licensed Plumber) Mechanical Services – HVAC/R Mechanic Permanent Lead Hand with M.O.E.C.C. Level I Water Distribution and Level II Sewer Collection

A premium of One Dollar (\$1.00) per hour will be paid when climbing.

A premium of One Dollar (\$1.00) per hour will be paid to Recreation and Facility Services and Parks Operations – Sports and Outdoor Programming Section within Environment and Parks Services Division employees assigned by the Manager to respond to customer inquiries, emergencies and provide direction to co-workers, on evenings and weekends.

All new employees who are hired in a category other than labourers, shall receive five percent (5%) per hour less than the regular rate while on probation.

The Water Services Operator levels do not correspond with MOECC Water distribution and Wastewater collection certification levels.

APPENDIX "B"**THE CITY OF WATERLOO
PERFORMANCE DEVELOPMENT PROGRAM****APPRAISAL FORM FOR CUPE LOCAL 1542
PERMANENT UNION POSITIONS**

Employee Name: _____ Date: _____

Job Title: _____ Employee #: _____

Division: _____ Department: _____

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

INSTRUCTIONS & INFORMATION:

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

- 1) Communication between employee and manager 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 manager 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 manager.

FEEDBACK FROM THE MANAGER 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 works 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 MANAGER

INSTRUCTIONS

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

1. What are the things your manager has done during the appraisal period or is doing now which help you to be effective in your job?
2. What things could your manager 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 manager as to how he/she could be a better manager?
5. Any other comments

LETTER OF UNDERSTANDING #1

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

Re: Facility Operations Lead Hand Placement On Day Shift

The City and the Union have agreed to the following terms and conditions to apply to the term of employment and agree as follows:

1. Effective November 7, 2005 the current requirement of a rotating shift, as applicable to the Facility Operations Lead Hand shall be amended to a shift working Monday to Friday 8 am – 4 pm.
2. The Facility Operation Lead Hands presently affected by this change shall be the Lead hands at **RIM Park, Waterloo Memorial Recreation Complex and Albert McCormick Arena.**
3. Other hours outside of Monday to Friday 8 am – 4 pm may be required based on operational requirements and will be paid at the applicable overtime rates.
4. Lead Hands will have the opportunity to work overtime for events, event set up or any other coverage that may be required.
5. Staff training, safe work procedures, health & safety, and operational procedures and leadership to the operations team will be the primary focus of the position.
6. Other duties and requirements of the current posted position will not change. The expectation to carry forth work due to staff absences or to provide assistance to other facility operators to complete work, will remain. This position continues to be a working Lead Hand position.
7. There will be the opportunity for the City of Waterloo to terminate this letter of understanding with thirty (30) days written notice. Prior to such notice, there will be discussions with the affected parties and the union.

8. This letter expires with the current Collective Agreement and may be renewed by mutual agreement.

Signed at Waterloo, Ontario, this 24th day of August 2016.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542

FOR THE CORPORATION OF
THE CITY OF WATERLOO

Peter Filato, President

Karen Boa, Director Human Resources

Dan O'Hearn Secretary

Tim Anderson, CA

LETTER OF UNDERSTANDING #2
between
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1542
and
THE CORPORATION OF THE CITY OF WATERLOO
INTEGRATED PLANNING AND PUBLIC WORKS/COMMUNITY
OPERATIONS ON-CALL

(WATER SERVICES, TRANSPORTATION SERVICES, ENVIRONMENT & PARKS SERVICES)

The parties agree that the standby pay for employees who are authorized employees scheduled for "IPPW/Community Services Operations standby" shall receive:

\$355.00 per week Friday to Friday July 1, 2016 to June 30, 2017
\$360.00 per week Friday to Friday July 30, 2017 to June 29, 2018

The following additional compensation will be provided:

- \$65.00 for each statutory or declared holiday
- \$40.00 for each additional 3:00 pm- 11:00 pm evening shift covered when shift staff are not present for their regularly scheduled shift.

Dated at Waterloo, Ontario this 30th day of June, 2016.

FOR C. U. P. E. LOCAL 1542

FOR THE CORPORATION OF
THE CITY OF WATERLOO

Peter Filato
President, CUPE 1542

Mark Dykstra
Commissioner Community Services

Jeff Schultz
Vice President, CUPE 1542

Karen Boa
Director, Human Resources

LETTER OF UNDERSTANDING # 3

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

COMMUNITY SERVICES AND CORPORATE SERVICES

ON-CALL OPERATOR

(Recreation and Facility Services, Facilities and Fleet)

The parties agree that the standby pay for employees who are authorized employees scheduled for "Community Services / Corporate Services standby" shall receive:

\$355.00 per week Friday to Friday July 1, 2016 to June 30, 2017

\$360.00 per week Friday to Friday June 30, 2017 to June 29, 2018

The following additional compensation will be provided:

- \$65.00 for each statutory or declared holiday
- \$40 for each additional 3 p.m. to 11 p.m. evening shift covered when on call staff are NOT on duty for 3:00 to 11:00 shift.

Signed at Waterloo, Ontario this 24th of August, 2016.

For C. U. P. E. LOCAL 1542

For The City Of Waterloo

Peter Filato
President, CUPE 1542

Tim Anderson
CAO

Steve Heldman
Recreation & Facility Services Director

Sunda Siva
Facilities & Fleet Director

LETTER OF UNDERSTANDING #4

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

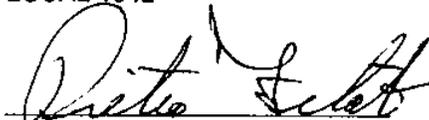
Re: Benefits – Dental and Dispensing Fee Caps

For the term of this agreement it is agreed that the Corporation will provide the following:

1. The Dental Plan shall be based on a nine (9) month recall.
2. A drug plan which provides coverage for all drugs legally requiring a prescription. Over the counter (OTC drugs) which do not require such a prescription will not be eligible with the exception of life sustaining drugs. Dispensing fees charged for these drugs will be capped at ten dollars (\$10.00) effective January 1, 2008. This provision will be reviewed if, and when, there are no pharmacies in the City of Waterloo participating in this program.

Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542

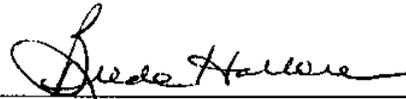


Peter Filato, President

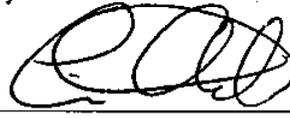


Dan O'Hearn, Secretary

FOR THE CORPORATION OF THE
CITY OF WATERLOO



Mayor Brenda Halloran



Tim Anderson, CAO

LETTER OF UNDERSTANDING #5**Between****THE CANADIAN UNION OF PUBLIC EMPLOYEES,****LOCAL 1542****And****THE CORPORATION OF THE CITY OF WATERLOO****Re: Sick Leave Provision and Personal Days**

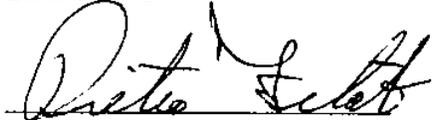
All employees are reminded that the sick leave provision is an income protection plan during times of short term illness or injury. Sick leave is not to be viewed as a supplement for holidays or other non-medical absences.

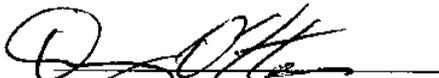
In an effort to encourage all employees to accurately report their time away from work; employees covered under the collective agreement with CUPE Local 1542 will be granted five (5) Personal Days to be allocated from their sick leave bank under the following provisions:

1. These personal days will be for the purposes of unforeseen family emergencies, family or elder care, medical appointments not able to be made outside work hours;
2. There will be three (3) days for family care leave with reason provided to the Corporation and two (2) personal days with no explanation provided;
3. All requests for personal day use must be made to the Director/Manager or Acting Designate directly and may not be granted by any other employee. Wherever possible advance notice of need would assist in managing workplace requirements;
4. Personal Days are not to be viewed or used as additional vacation;
5. Only in special and rare circumstances may more than one (1) personal day at a time be requested and must have Director/Manager approval;
6. At no time will additional credits be given for unused personal days and no more than five (5) days will be granted;
7. Unused personal days will remain as part of the annual sick bank accrual;
8. Personal days will be recorded as 'PD' on the Time Card in the location where sick time is recorded.

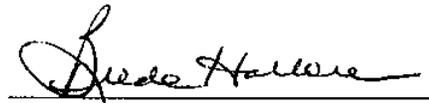
Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542


Peter Filato, President


Dan O'Hearn, Secretary

FOR THE CORPORATION OF THE
CITY OF WATERLOO


Mayor Brenda Halloran


Tim Anderson, CAO

LETTER OF UNDERSTANDING #6

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

Re: CUPE Local 1542 – Employee Long Service Recognition

For the duration of this agreement, employees of the City of Waterloo represented by CUPE Local 1542 who were hired on or after June 1, 1985 shall receive a retirement stipend of twelve (12) weeks of regular pay, calculated at the rate of pay they were receiving immediately prior to retirement, provided they:

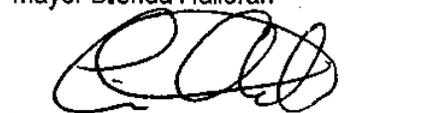
1. Are voluntarily retiring from the City of Waterloo
2. Have a minimum sick leave balance of 1,440 hours at the time of retirement, and
3. Are not eligible for rehire.

Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542


Peter Filato, President
Dan O'Hearn, Secretary

FOR THE CORPORATION OF THE
CITY OF WATERLOO


Mayor Brenda Halloran
Tim Anderson, CAO

LETTER OF UNDERSTANDING #7
 between
 THE CORPORATION OF THE CITY OF WATERLOO
 and
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

Re: Continuation of Employee Benefits During Strike or Lock Out:

The Union may request in writing during the term of a collective agreement the cost to the City of the benefits under Articles 31.2 and 31.3, following which the City will provide the Union as soon as possible with the premium costs to the City of each of the benefits categorized into single and family coverage.

The parties have agreed to provide each other with at least three (3) working days written notice of any legal strike or legal lock out action. Where the Union has provided the City with at least three (3) working days written notice of any legal strike and the Union undertakes to reimburse the City for the continuation of the benefits set out above, The City 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.

Where the Union serves notice to bargain in accordance with Article 46, this letter of understanding will continue in force and effect in the same manner as the other provisions of the collective agreement.

Any dispute concerning the continuation of benefits during a legal strike or lock out 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.

Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
 OF PUBLIC EMPLOYEES
 LOCAL 1542

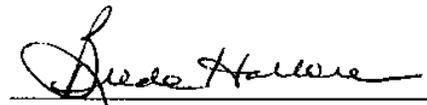


Peter Filato, President



Dan O'Hearn, Secretary

FOR THE CORPORATION OF THE
 CITY OF WATERLOO



Mayor Brenda Halloran



Tim Anderson, CAO

LETTER OF UNDERSTANDING #8
between
THE CORPORATION OF THE CITY OF WATERLOO
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

Re: Environmental Sustainability and Conservation of Energy and Material Resources

CUPE Local 1542 recognizes the corporate and customer significance of projects and initiatives that improve our environmental sustainability and conserves the significant energy and material resources we are trained in utilizing (i.e.: fuel, salt, power, water, materials). The members of CUPE 1542 acknowledge our individual and collective role in embracing a conservation culture by working with management in the efficient and effective use of the technology and materials-resources needed to operate and maintain the City of Waterloo.

CUPE Local 1542 will be an active participant in developing key performance measures to demonstrate efficiency areas over the next four (4) years.

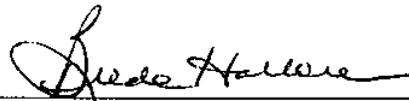
Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542

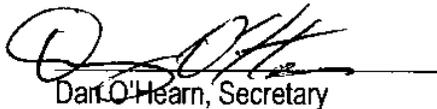


Peter Filato, President

FOR THE CORPORATION OF THE
CITY OF WATERLOO



Mayor Brenda Halloran



Dan O'Hearn, Secretary



Tim Anderson, CAO

LETTER OF UNDERSTANDING #9

BETWEEN

THE CORPORATION OF THE CITY OF WATERLOO

AND

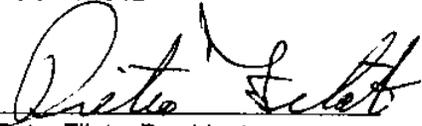
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1542

Re: Newly Hired Seasonal Employees in Class A

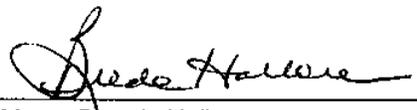
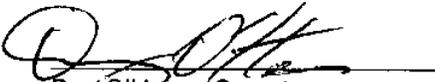
Effective January 1, 2012, all newly hired seasonal employees will be compensated at the Class A wage rate for all duties performed in any classification.

Signed at Waterloo, Ontario this 30th day of April 2012.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542


Peter Filato, President

FOR THE CORPORATION OF THE
CITY OF WATERLOO


Mayor Brenda Halloran
Dan O'Hearn, Secretary
Tim Anderson, CAO

LETTER OF UNDERSTANDING #10

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

Re: Benefits – Dental Scaling and Mandatory Generic Drugs

For the term of this agreement it is agreed that the Corporation will provide the following:

1. Effective June 1, 2016, periodontal scaling will be limited to a maximum of 10 units per calendar year.
2. The mandatory generic drug coverage will take effect on December 31, 2019. The coverage shall be for mandatory generic drug substitution unless no generic drugs are available or the physician directs that a generic substitute is not allowed for valid medical reasons in accordance with the insurance carrier's exception approval process.

Signed at Waterloo, Ontario this 24th day of August 2016.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542

FOR THE CORPORATION OF THE
CITY OF WATERLOO

Peter Filato, President

Karen Boa, Director, Human Resources

Dan O'Hearn, Secretary

Tim Anderson, CAO

LETTER OF UNDERSTANDING #11

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 1542

and

THE CORPORATION OF THE CITY OF WATERLOO

Re: Continuation of Benefits to active employees after 65 years of age

For the term of this agreement it is agreed that the Corporation will provide the following:

1. **The provisions of the Employee Group Benefit Plan terminate coverage for active employees at the age of 70 years. The Corporation agrees to pay the cost associated for Extended Health and Dental coverage for active employees over 70 years of age utilizing an alternate benefits carrier.**

Signed at Waterloo, Ontario this 24th day of August 2016.

FOR THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1542

FOR THE CORPORATION OF THE
CITY OF WATERLOO

Peter Filato, President

Karen Boa, Director, Human Resources

Dan O'Hearn, Secretary

Tim Anderson, CAO