



**January 1, 2020 - December 31, 2024**

**STAFF ASSOCIATION AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE  
CITY OF WATERLOO**

**AND**

**THE STAFF ASSOCIATION OF THE  
CITY OF WATERLOO**

**WATERLOO, ONTARIO**

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This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, A.D.

between:

**THE CORPORATION OF THE CITY OF WATERLOO**  
hereinafter called "the Corporation"

of the first part

- and -

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
hereinafter called "the Association"

of the second part

**Whereas** the Association's Executive advises the Corporation that it is authorized to represent the Association's regular Voting Members as hereinafter defined to negotiate with the Corporation in the matters of employment including salaries, benefits, working conditions, and the carrying out of various services on behalf of the Corporation.

**And Whereas** it is desirable and necessary that there be harmonious relations between the Corporation and the Voting Members of the Association, such relations founded upon principles such as fairness, equity, respect, communication and competitive employment practices.

**And Whereas**, the Corporation is committed to cultivating an environment of diversity and inclusion through review of current state, policy and programming in support of strengthening the health and safety of the workplace.

**And Whereas** the Corporation and the Association agree to enter into this Agreement to define matters of employment relative to the Association and facilitate harmonious relations.

**Now Therefore** the Corporation and the Association covenant and agree as follows:

1.0 **RECITALS**

The recitals set out above are true and correct, and represent the basis upon which this Agreement has been entered into.

2.0 **DEFINITIONS**

For the purposes of this Agreement, the following words and phrases shall have the corresponding meaning as set out below:

**"Agreement"** means this employment agreement and includes its recitals, schedules, appendices, and letters of understanding.

**"Association"** means The City of Waterloo Staff Association.

**"Corporation"** means The Corporation of the City of Waterloo.

**"Management"** means personnel of the City of Waterloo employed as Commissioners, Chiefs, Directors, Deputies, and Managers that have regular full-time and/or regular part-time employees directly reporting to them, and who are responsible for managing, supervising, undertaking performance evaluations, hiring and/or disciplining the said staff.

**“Voting Members”** of the Association means all regular full-time and regular part-time employees of the City of Waterloo with the exception of:

- Management as herein defined;
- contract personnel;
- employees within a recognized labour union (including CUPE 1542 and WPPFA); and,
- casual employees.

**“Social Members”** means Management and contract personnel of the City of Waterloo.

### 3.0 **INTERPRETATIONS**

- 3.01 Article, section and/or paragraph headings are for reference purposes only and shall not in any way modify or limit the statements contained in any article, section or paragraph.
- 3.02 Any reference herein to a municipal official is agreed to include such official’s designate or designates. Any reference herein to the Association’s President is agreed to include the Association’s Vice-President in the President’s absence.
- 3.03 In the event that any provision of this Agreement is deemed or determined to be in violation of any law, or held to be invalid or unenforceable by any court or tribunal of competent jurisdiction, the offending provision shall not affect any other provision of this Agreement. This Agreement shall afterwards be interpreted as though the offending provision is not contained in the Agreement.
- 3.04 Wherever the singular is used, it shall be construed as including the plural.

### 4.0 **GENERAL PROVISIONS**

#### **Employees Covered**

- 4.01 This Agreement shall apply to all Voting Members as herein defined. Membership in the Association shall be a condition of employment with the Corporation.
- 4.02 This Agreement shall not apply to:
- Management as herein defined;
  - contract personnel;
  - employees within a recognized labour union (including CUPE 1542 and WPPFA); and,
  - casual employees.

#### **Social Members**

- 4.03 This Agreement shall not apply to Social Members except to govern such individuals access to the social aspects of the Association. Articles 4.04, 4.05, 4.06, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13 and 4.14 of this Agreement shall apply to Social Members.
- 4.04 The Association shall have the right, at its sole and absolute discretion, to establish the terms of affiliation for Social Members.
- 4.05 Subject to any terms of affiliation, Social Members are hereby granted access to the social aspects of the Association. Such access may be terminated (in whole or in part) at any time by the Association subject to prior written notice to the Corporation. Under normal circumstances as determined by the Association, such notice will be provided sixty (60) days prior to the said termination.
- 4.06 Social affiliation with the Association is optional. Management and contract employees may opt not to be Social Members of the Association by providing written direction to the Association requesting exclusion from social membership. Upon receipt of such written direction, Articles 4.09 and 4.10 shall not apply to the said employee.
- 4.07 Should a Social Member notify either Human Resources or Payroll of their decision to opt out

of paying social dues, without prior written request to the Association Executive as outlined in Article 4.06, Human Resources or Payroll must notify the Association President before processing the request.

- 4.08 Should a Social Member opt out of paying social dues, the retirement gift will be calculated as follows: \$10 per year of service minus the amount of time the Social Member opted out of paying social dues. Once a Social Member opts out of paying social dues, they no longer have access to the social aspects of the Association, including but not limited to gifts and discounted rates for events.

#### **Association Dues**

- 4.09 As a condition of employment with the Corporation and as a condition of this Agreement, each Voting Member of the Association shall be required to contribute dues to the Association in an amount set, authorized, and levied by the Association at its sole and absolute discretion.
- 4.10 As a condition of employment with the Corporation and as a condition of this Agreement, each Voting Member of the Association shall agree in writing to pay the dues of the Association in accordance with the Association's collection practices as determined from time to time.
- 4.11 The Association shall have the right to authorize, levy and collect dues from Social Members, in an amount determined by the Association, at its discretion.
- 4.12 Under the terms of this Agreement, the Corporation on behalf of the Association is authorized to deduct an amount equal to the Association's dues from the earnings of each Voting Member and each Social Member of the Association.
- 4.13 The due deductions set out in Article 4.12 shall be made by the Corporation from the bi-weekly payroll, and shall be forwarded to the Treasurer of the Association monthly (or more frequently if agreed to by the Corporation and the Association), accompanied by a list of all employees from which the due deductions were made, to the satisfaction of the Association.
- 4.14 The Association shall notify the Corporation in writing of any change in the Association's dues or collection practices, and it is agreed that the said change shall take effect thirty (30) days after the said written notification.

#### **New Voting Members**

- 4.15 The Corporation agrees to provide each new Voting Member and new Management with a copy of this Agreement and any amendments thereto.
- 4.16 The Corporation agrees that a designate of the Association shall be permitted to welcome and orient new Voting Members with the Association and this Agreement within one (1) month of the hire date, provided the said orientation does not exceed twenty (20) minutes of work time. The timing of the orientation session shall be mutually agreed upon by the Association's designate and the individual to whom the new employee reports at the City of Waterloo.

#### **Contract Employees**

- 4.17 Contract positions in the Corporation that exceed an employment period of thirty-six (36) continuous months, for positions in pay bands E, F, and G; and twenty-four (24) months for positions in pay bands H, I, J, K, L, and M, will become regular full-time/regular part-time positions. The Association must consent to an extension beyond twenty-four (24) or thirty-six (36) months. A request to extend a contract beyond twenty-four (24) or thirty-six (36) months will only be considered where unique/special circumstances warrant an extension, and where such an extension is minor in nature. For purposes of clarity, upon termination of the twenty-four (24) or thirty-six (36) month contract, the Corporation shall not post another contract for the same position for a minimum of twelve (12) months.

## 5.0 SALARY SCHEDULE

5.01 It is agreed that the annual salaries for the Association from January 1, 2020 to December 31, 2024 shall be as follows, based on a 1.800% cost of living adjustment effective January 1, 2020:

### Salary Based on 35 Hour Work Week

Pay band	Start Rate Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate Step 6
M	\$32,355.00	\$33,973.00	\$35,591.00	\$37,209.00	\$38,827.00	\$40,444.00
L	\$38,084.00	\$39,989.00	\$41,894.00	\$43,798.00	\$45,702.00	\$47,605.00
K	\$43,812.00	\$46,002.00	\$48,194.00	\$50,384.00	\$52,575.00	\$54,763.00
J	\$49,539.00	\$52,016.00	\$54,493.00	\$56,968.00	\$59,445.00	\$61,924.00
I	\$55,366.00	\$58,135.00	\$60,903.00	\$63,672.00	\$66,440.00	\$69,209.00
H	\$61,093.00	\$64,148.00	\$67,203.00	\$70,258.00	\$73,313.00	\$76,366.00
G	\$66,821.00	\$70,160.00	\$73,501.00	\$76,842.00	\$80,182.00	\$83,524.00
F	\$74,858.00	\$78,600.00	\$82,344.00	\$86,086.00	\$89,830.00	\$93,573.00
E	\$82,895.00	\$87,040.00	\$91,186.00	\$95,332.00	\$99,476.00	\$103,621.00

### Salary Based on 40 Hour Work Week

Pay band	Start Rate Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate Step 6
K	\$50,069.00	\$52,573.00	\$55,077.00	\$57,581.00	\$60,084.00	\$62,587.00
H	\$69,822.00	\$73,312.00	\$76,802.00	\$80,293.00	\$83,783.00	\$87,276.00
G	\$76,364.00	\$80,183.00	\$84,000.00	\$87,820.00	\$91,637.00	\$95,457.00
F	\$85,551.00	\$89,830.00	\$94,108.00	\$98,386.00	\$102,663.00	\$106,939.00

### Salary Based on Hourly Rates

- 35 Hour Work Week Salary divided by 1820
- 40 Hour Work Week Salary divided by 2080

- 5.02 It is agreed that the annual salaries for the Association effective January 1, 2021 shall be increased by 1.900% as a cost of living adjustment.
- 5.03 It is agreed that the annual salaries for the Association effective January 1, 2022 shall be increased by 1.900% as a cost of living adjustment.
- 5.04 It is agreed that the annual salaries for the Association effective January 1, 2023 shall be increased by 1.900% as a cost of living adjustment.
- 5.05 It is agreed that the annual salaries for the Association effective January 1, 2024 shall be increased by 1.900% as a cost of living adjustment.

6.00 **VACATION AND RECOGNIZED HOLIDAYS**

6.01 Voting Members shall receive annual vacation with pay, accrued in accordance with the table below:

Years of Service at the Corporation	Full-Time Rate			Part-Time Rate
	Monthly Accrual 35 hr Schedule	Monthly Accrual 40 hr Schedule	Number of Vacation Days	Percentage of Earnings
Hire - 2 years	8.750 hours / month	10.000 hours / month	15 days / year	5.769% hours worked / year
2 years	8.750 hours / month	10.000 hours / month	15 days / year	5.769% hours worked / year
3 years	9.333 hours / month	10.667 hours / month	16 days / year	6.154% hours worked / year
4 years	9.333 hours / month	10.667 hours / month	16 days / year	6.154% hours worked / year
5 years	9.917 hours / month	11.333 hours / month	17 days / year	6.538% hours worked / year
6 years	9.917 hours / month	11.333 hours / month	17 days / year	6.538% hours worked / year
7 years	10.500 hours / month	12.000 hours / month	18 days / year	6.923% hours worked / year
8 years	11.083 hours / month	12.667 hours / month	19 days / year	7.308% hours worked / year
9 years	11.667 hours / month	13.333 hours / month	20 days / year	7.692% hours worked / year
10 years	11.667 hours / month	13.333 hours / month	20 days / year	7.692% hours worked / year
11 years	12.250 hours / month	14.000 hours / month	21 days / year	8.077% hours worked / year
12 years	12.250 hours / month	14.000 hours / month	21 days / year	8.077% hours worked / year
13 years	12.833 hours / month	14.667 hours / month	22 days / year	8.462% hours worked / year
14 years	13.417 hours / month	15.333 hours / month	23 days / year	8.846% hours worked / year
15 years	14.000 hours / month	16.000 hours / month	24 days / year	9.231% hours worked / year
16 years	14.583 hours / month	16.667 hours / month	25 days / year	9.615% hours worked / year
17 years	14.583 hours / month	16.667 hours / month	25 days / year	9.615% hours worked / year
18 years	15.167 hours / month	17.333 hours / month	26 days / year	10.000% hours worked / year
19 years	15.167 hours / month	17.333 hours / month	26 days / year	10.000% hours worked / year
20 years	15.750 hours / month	18.000 hours / month	27 days / year	10.385% hours worked / year
21 years	15.750 hours / month	18.000 hours / month	27 days / year	10.385% hours worked / year
22 years	16.333 hours / month	18.667 hours / month	28 days / year	10.769% hours worked / year
23 years	16.917 hours / month	19.333 hours / month	29 days / year	11.154% hours worked / year
24 + years	17.500 hours / month	20.000 hours / month	30 days / year	11.538% hours worked / year

6.02 Voting Members shall not receive less vacation pay than amounts prescribed in the *Employment Standards Act, 2000, S.O. 2000, c.41 (as amended)* based on total annual earnings.

**Part-Time Voting Member Vacation**

6.03 Vacation for regular part-time Voting Members shall be paid out on each biweekly pay and accrued in accordance with the “Part-Time Rate” column set out in Article 6.01.

**Vacation Time**

6.04 In part, vacation time is provided by the Corporation to foster employee wellness. Voting Members should use their annual vacation time (accrued in accordance with Article 6.01) to the

full extent of their entitlement. Voting Members are required to submit vacation requests for approval periodically throughout the year when requested by their Director / Manager. Directors / Managers will approve vacation requests based on operational requirements and service delivery, and will not unreasonably deny such requests. Directors / Managers will schedule paid vacation time off in accordance with the *Employment Standards Act, 2000, S.O. 2000, c.41 (as amended)*.

**Unused Vacation Time - Carried Forward**

6.05 (a) Voting Members will carry forward any unused vacation time accrued in a given year to the “following year” (hereinafter the “Carry Forward Year”).

(b) In the event that carry forward vacation time is not used on or before December 31 of the Carry Forward Year:

i.) The employee may request that the carry forward vacation time be extended by an additional six (6) months, the said vacation time to be taken on a date agreed to by the Voting Member and their Director / Manager. Requests shall be in writing to their Director / Manager and submitted on or before December 1 of the Carry Forward Year. Should the extended carry forward vacation time not be used within the six (6) months after the carried forward year, it shall be automatically paid out by the Corporation at the pay rate at which it was accrued. The Director / Manager shall notify their Commissioner and Human Resources of approved extensions.

- or -

ii.) The carry forward vacation time shall be automatically paid out by the Corporation not later than the second pay period in February and at the pay rate at which it was accrued.

6.06 Voting Members shall draw down carry forward vacation time before current year vacation time.

**Vacation - Leave**

6.07 Vacation time shall not be used by a Voting Member during a leave from the City (including but not restricted to sick leave, parental/maternity leave, military leave). The Voting Member and their Director / Manager shall make arrangements to schedule and use vacation time owing prior to or after the leave period. Notwithstanding anything to the contrary in this Agreement, vacation time shall not be paid out during the leave period (i.e. vacation time shall remain in the Voting Member’s vacation bank).

**Statutory Public Holidays and Recognized Holidays** (excluding Compliance & Standards Officers)

6.08 Voting Members (excluding Compliance & Standards Officers<sup>1</sup>) will receive all Statutory Public Holidays and the following Recognized Holidays off:

Recognized Holidays	Statutory Public Holidays
Easter Monday	New Year’s Day
Remembrance Day	Family Day
Civic Holiday	Good Friday
Floater (December 24 to the following March 30)	Victoria Day
	Canada Day
	Labour Day
	Thanksgiving Day
	Christmas Day
	Boxing Day



Where a Statutory Public Holiday or Recognized Holiday falls on an unscheduled workday of a Voting Member, the Corporation will designate an alternative day for the Voting Member to observe as a paid day off. Saturday and Sunday are often unscheduled workdays for Voting Members.

Where a Statutory Public Holiday or Recognized Holiday falls on a scheduled workday of a Voting Member, the Voting Member shall observe the holiday by taking the actual day of the Statutory Public Holiday or Recognized Holiday as a day off with pay. The alternative day provided where a Statutory Public Holiday or Recognized Holiday falls on an unscheduled workday shall not apply.

<sup>1</sup> Article 6.08 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.09 Notwithstanding Article 6.08, the Corporation may direct a Voting Member<sup>2</sup> to work on a Recognized Holiday, subject to the terms and provisions of this Agreement.

<sup>2</sup> Article 6.09 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.10 The Corporation may request a Voting Member<sup>3</sup> to work on a Statutory Public Holiday, and the decision to work shall be at the discretion of the Voting Member<sup>3</sup>, subject to the terms and provisions of this Agreement, unless specific authorization is otherwise granted to the Corporation through the *Employment Standards Act, 2000, S.O. 2000, c.41 (as amended)*.

<sup>3</sup> Article 6.10 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

#### **Emergencies During Statutory Public Holidays**

6.11 In the event an unforeseen emergency occurs that could significantly damage municipal infrastructure or impact the public's health/well-being, the Corporation may request a Voting Member to work on a Statutory Public Holiday to resolve the said emergency. If a Voting Member elects to work on the Statutory Public Holiday to assist the Corporation in resolving the said emergency, the Corporation agrees, if the emergency work is beyond the Voting Members typical scope of work, that:

- (a) a qualified supervisor will be on-site for emergencies that could impact the public's health/well-being;
- (b) a qualified supervisor will be either on-site or directly accessible by electronic or telephone means for emergencies that could damage municipal infrastructure or emergencies other than an emergency as set out in Article 6.11(a);
- (c) the work shall be subject to the terms and provisions of this Agreement.

For the purpose of this Article, a supervisor is a qualified Commissioner, Chief, Director, Manager or Deputy of the Corporation.

#### **Voting Member Pay - Holidays Not Worked**

6.12 For Voting Members<sup>4</sup> who do not work on a holiday as set out in Article 6.08, the said Voting Members shall be paid in accordance with the following formula as set out in the *Employment Standards Act, 2000, S.O. 2000, c. 41 (as amended)* and the said holiday pay shall be included on either the Voting Member's paycheck immediately prior to the said holiday or immediately after the said holiday:

"the Voting Member's regular wages earned plus  
vacation pay payable within the four (4) work weeks  
prior to the work week within which the public holiday  
falls"

*divided by twenty (20)*

<sup>4</sup> Article 6.12 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

## Voting Member Pay - Holidays Worked

6.13 Where a regular full-time Voting Member<sup>5</sup> works their actual or designated Recognized or Statutory Public holiday as set out in Article 6.08, the Voting Member shall be paid a premium pay of two (2) times the Voting Member's regular hourly rate multiplied by the number of hours worked, plus a paid day off in lieu. The said day off in lieu shall be taken within one hundred and eighty (180) days and on a date agreed to by the Voting Member and their Director. Holiday pay shall be included on the Voting Member's paycheck immediately prior to the said holiday or immediately after the said holiday. No additional premiums will be paid for work on an actual or designated Recognized or Statutory Public holiday as set out in Article 6.08.

<sup>5</sup> Article 6.13 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.14 Where a regular part-time Voting Member<sup>6</sup> works their actual or designated Recognized or Statutory Public holiday as set out in Article 6.08, the Voting Member shall be paid a premium pay of two (2) times the Voting Member's regular hourly rate multiplied by the number of hours worked, plus the holiday pay set out in Article 6.12. Holiday pay shall be included on the Voting Member's paycheck immediately prior to the said holiday or immediately after the said holiday. No additional premiums will be paid for work on an actual or designated Recognized or Statutory Public holiday as set out in Article 6.08.

<sup>6</sup> Article 6.14 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.15 The paid "Floater Day" as set out in the chart in Article 6.08 shall be taken between December 24<sup>th</sup> and the following March 30<sup>th</sup> on a date agreed to by the Voting Member and their Director / Manager. If a new employee is hired before March 1<sup>st</sup> of the year, they are entitled to the Floater Day.

## Remembrance Day

6.16 If Remembrance Day falls on an unscheduled workday of the Voting Member<sup>7</sup>, a paid floater day will be granted, which shall be taken between November 11 and the following June 30 on a date agreed to by the Voting Member and their Director / Manager.

If Remembrance Day falls on a regularly scheduled workday, Voting Members who are not required to work on that day based on operational obligations (facilities that remain open to the public or emergency response) will take the day off on the recognized day and are encouraged to participate in Remembrance Day ceremonies.

<sup>7</sup> Article 6.16 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

## Winter Closing

6.17 The Association agrees that the Corporation may close its facilities and/or divisions on one or more of the following days, being December 24, 27, 28, 29, 30, 31 and January 2, in accordance with the following:

- (a) the Voting Member shall record the time off as either:
  - overtime with pay
  - vacation with pay
  - floater with pay (per the Recognized Holiday in Article 6.08)
  - day off without pay
  - the Corporation agrees that the fourth or more day of closure shall be recorded as a day off with pay
- (b) the Voting Member shall not record the time off as a "personal day" as set out in Article 7.05.
- (c) Voting Members required to work shall be limited to:

- i.) emergency workers operating out of the closed facility or division; and,
- ii.) individuals required to meet the operational needs of the Corporation for essential municipal services, as determined by the Corporation.

Emergency workers shall only be directed to work in the event of an unforeseen emergency that could significantly damage municipal infrastructure or impact the public's health/well-being.

If a Voting Member is required to work, the Corporation agrees that a qualified supervisor is required to supervise the Voting Member, and agrees that a supervisor will either be on-site or directly accessible by electronic or telephone means to provide necessary direction and supervision to the Voting Member. If an emergency involves the public's health and well-being, a supervisor will be on site to supervise the Voting Member. For the purpose of this Article, a supervisor is a qualified Commissioner, Chief, Director, Manager or Deputy of the Corporation.

- (d) the Corporation shall notify the Association's Executive of the facilities and/or divisions to be closed, the days of closure, and the positions required to work on the days of the closure (including all Voting Members that could fill the said positions) by May 1<sup>st</sup> of each year.

## **7.00 SICK AND OTHER LEAVE**

### **Sick Leave**

- 7.01 (a) Voting Members shall be granted full salary during absence due to illness (hereinafter "sick leave") provided the Voting Member's sick bank contains sufficient hours to cover the sick leave. Where the Voting Member's sick bank contains insufficient hours to cover the sick leave, any sick leave beyond the hours contained in the Voting Member's sick bank shall be unpaid. Sick leave shall be recorded in hours.

If the Voting Member's sick bank contains insufficient hours to cover the sick leave, after twenty six (26) consecutive weeks, the Voting Member is directed to make application for long-term disability benefits available to them.

- (b) For regular full-time positions based on standard 35 or 40 hour work week, sick leave shall be accumulated at a rate of one and one-half (1.5) days per month of service to a maximum of eighteen (18) days per year, and shall be recorded in hours.

For regular part-time positions, sick leave accumulation shall be pro-rated based on the Voting Member's regular hours of work.

### **Illness During Scheduled And Approved Vacation | Overtime**

- 7.02 (a) If a Voting Member is ill during their scheduled and approved vacation and/or time off by means of accrued overtime, the Voting Member shall be permitted to transfer the hours they were ill to sick leave taken to a maximum of fifty percent (50%) of the approved vacation or overtime period, and the hours taken as sick leave shall be reinstated in the Voting Members vacation or overtime bank as the case may be. Notwithstanding the foregoing, statutory public holidays, recognized holidays, compressed days or any other day other than vacation or overtime shall not be eligible for the transferring of sick leave in accordance with Article 7.02(a).
- (b) The Corporation will require the Voting Member to provide a medical certificate/note with a reinstatement request pursuant to Article 7.02(a). The said medical certificate/note shall be at the Voting Member's sole cost.
- (c) With respect to the reinstatement of overtime in Article 7.02(a), a minimum of five (5) consecutive working days, or four (4) consecutive working days contiguous with a Recognized or Statutory Holiday, must have been scheduled off before Article 7.02(a) shall take effect.

### **Accumulation of Sick Leave**

- 7.03 In the event a Voting Member does not use all of their annual sick leave in a given year, their unused sick leave will remain as a credit in their sick bank and shall accumulate to an unlimited number of hours to cover short-term and extended illness. Voting Members do not have short-term disability coverage under this Agreement.

### **Sick Leave Paid - Applicable To Voting Members Hired Prior To June 1, 1985**

- 7.04 Upon termination of employment, retirement or death, following the completion of ten (10) years of continuous service with the Corporation, a Voting Member shall be entitled to be paid fifty percent (50%) of their accumulated sick leave credits to a maximum amount of fifty percent (50%) of their normal annual earnings at the rate in effect immediately prior to termination, retirement or death, subject to the following conditions:
- (a) upon becoming engaged by another Municipal Corporation or local board thereof or the Provincial Government or any agency thereof and without any intervening period of other employment, the Voting Member 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 placed to the employee's credit.
  - (b) in the event of death, the beneficiary as shown on the Group Insurance Record shall be paid the monies owing.
  - (c) the sick leave severance allowance as defined in this Article shall not apply to Voting Members hired on or after June 1, 1985.

### **Personal Time**

- 7.05
- (a) Full-time Voting Members working 70 hours bi-weekly will be entitled to use 35 hours per year of their accumulated sick leave for personal reasons. Full-time Voting Members working 80 hours bi-weekly will be entitled to use 40 hours per year of their accumulated sick leave for personal reasons. Part-time Voting Members will be entitled to personal hours based on their weekly work schedule. The Voting Member is not required to disclose the specifics/reasons for the personal time taken in order to protect the Voting Member's privacy. Personal time is not intended to supplement / extend vacation time or time off by means of accrued overtime.
  - (b) A Voting Member shall only be entitled to Personal Time if they have sufficient hours in their sick bank to cover the Personal Time in the current year.
  - (c) Personal Time taken shall be deducted from the Voting Member's sick bank.
  - (d) Personal Time shall be considered to cover Family Responsibility Leave under the *Employment Standards Act, 2000, S.O. 2000, c.41 (as amended)*, save and except the Personal Time is with pay.

### **Leave of Absence**

- 7.06 The Corporation may grant a leave of absence for up to one (1) year without pay and without affecting the Voting Member's length of service for legitimate personal reasons such as education or skill development, personal or family care, or military service. A request for such leave shall be made, in writing, to the Voting Member'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 of Human Resources.

## Time Off - Birth of Child

- 7.07 Voting Members shall be granted a two (2) day leave of absence with pay at the time of the birth of the Voting Member's child, to be taken from the Voting Member's sick bank. Voting Members shall be granted a two (2) day leave of absence with pay at the time of the adoption of the Voting Member's child, to be taken from the Voting Member's sick bank.

## Self-Funded Leave

- 7.08 A Voting Member may, subject to the approval of their Commissioner and the Director of Human Resources, take a paid self-funded leave subject to the following:
- (a) the Voting Member's length of service shall remain unaffected;
  - (b) the self-funded leave shall be for a period of six (6) or twelve (12) months, unless otherwise agreed to by the Commissioner and the Director of Human Resources;
  - (c) a Voting Member is only eligible to take self-funded leave if they have been employed with the Corporation for at least three (3) continuous years;
  - (d) the funding for such leave must be agreed to by the Voting Member and the Corporation, such as through a prepaid leave plan or payroll deductions managed by the Corporation's Human Resources Department.

## Bereavement Leave

### 7.09 Immediate Family

If a death occurs in a Voting Member's immediate family, the regular full-time and regular part-time Voting Member can take up to **five (5)** working days of paid leave of absence following the death, for the purpose of arranging or attending the funeral or for bereavement purposes.

#### Immediate family' includes:

- a) a person's spouse, child, parent, sibling;
- b) the spouse of any of the persons listed in a).

*'Spouse'* is defined as the person to whom another person is married or with whom the person is living in a conjugal relationship, outside marriage, including a same-sex partner.

*'Child'* is defined as natural child, adopted child, step-child, daughter-in-law, son-in-law.

*'Parent'* is defined as natural parent, adoptive parent, step-parent, father-in-law and mother-in-law.

*'Sibling'* is defined as brother, sister, step-brother, step-sister.

### Extended Family

If a death occurs in a Voting Member's extended family, the regular full-time and regular part-time Voting Member can take up to **three (3)** working days of paid leave of absence following the death, for the purpose of arranging or attending the funeral or for bereavement purposes.

#### Extended family member includes:

- a) Grandparent, step-grandparent, grandchild, step-grandchild, aunt, uncle, cousin
- b) any other relative of the Voting Member who is dependent on the employee for care or assistance.

### Friend/Pallbearer

If a death occurs in a Voting Member's family not included in the above lists or that of a close family friend, the regular full-time and regular part-time Voting Member can take up to **one (1)** day of paid leave of absence to attend the funeral.

A Voting Member can take up to **one (1)** day of paid leave of absence to fulfill the role of Pallbearer.

#### **Additional Time**

Where there are extenuating circumstances or travel is necessary to attend a funeral, a Voting Member may access their remaining time in their Personal Time as outlined in 7.05.

#### **Notification Required**

Voting Members must inform their direct supervisor prior to or as soon as is practical that bereavement leave is necessary and indicate how much time is required to be away from work.

#### **Request for confirmation**

The Corporation may request that an employee provide evidence that he or she is eligible for bereavement leave. The employee is required to provide evidence that is reasonable in the circumstances.

#### **Payment of Wages**

Payment for bereavement leave will be based on time lost from regularly scheduled shifts which the employee would otherwise have worked and paid at straight time or the Voting Member's base rate. This benefit will not apply when the Voting Member is on an authorized leave of absence, sick leave, statutory holiday or scheduled time off (including Saturdays or Sundays). If a Voting Member becomes eligible for bereavement leave during their scheduled and approved vacation, then 50% of their eligible bereavement leave period may be transferred to bereavement leave and vacation days reinstated subject to the following:

- written request is received by their Director within **seven (7)** days of their return to work, and;
- the request is supported by evidence that the employee is eligible for bereavement leave;
- Normal statutory holidays, compressed days or any other day other than vacation are not eligible.

#### **Individual Circumstances**

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Voting Member may request bereavement leave outside of the parameters listed herein to be approved by the Commissioner of the department and the Director of Human Resources.

#### **Compassionate Leave**

- 7.10 A Voting Member shall be granted a maximum of two (2) weeks paid leave to be taken from their sick bank when a serious illness or serious injury occurs in the immediate family of a Voting Member ("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, grandparents, grandchild, sister-in-law, brother-in-law, step parents, step children or step siblings.

## **8.00 VOTING MEMBER BENEFITS**

*(Please refer to the current Benefits Booklet for a complete listing of benefits, terms, conditions and exclusions.)*

- 8.01 (a) The Corporation agrees to provide all Voting Members of the Association (who work at least 17.5 hours each week and who have worked for the Corporation for at least three (3) continuous months) with the benefits set out in Schedule 'A' attached hereto.
- (b) The Corporation and the Association acknowledge that the benefits set out in Schedule 'A' are further defined in the plan document Sun Life Policy 87230. In the event the Corporation decides to change insurance carriers, the Corporation shall:
- i) advise the Association prior to implementing the change; and,
  - ii) ensure the new insurance carrier's policy maintains the type and amount of coverage set out in Schedule 'A'.

While the Corporation is obligated to maintain the type and amount of benefit coverage set out in Schedule 'A' pursuant to Article 8.01 b) ii), the parties acknowledge that changing insurance carriers may result in minor amendments to the Voting Member's benefit coverage. The Corporation hereby agrees to minimize such amendments to the extent possible.

- (c) In the event of death, benefit coverage will be continued for the Voting Member's spouse and dependents for twenty-four (24) continuous months from the date of Voting Member's death.

### **Premium Cost**

- 8.02 The Corporation agrees to pay one hundred percent (100%) of the premium cost of the Extended Health Care, Life Insurance and Long-Term Disability Insurance programs of the Association.

### **Drug Coverage and Medical Services**

- 8.03 The extended drug plan will provide coverage for all drugs legally requiring a prescription and only for those eligible expenses for medically necessary services required for the treatment of disease or bodily injury with 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. Prior authorization is in place for drugs and illness specified by the benefit carrier for newly prescribed medications. Dispensing fee charges for these drugs will be capped in accordance with the chart in Schedule 'A' and Article 8.01. Over-the-counter (OTC drugs) which do not require a prescription will not be eligible, with the exception of selected life-sustaining drugs.

- 8.04 Should benefits that are currently reimbursed under the Ontario Health Insurance Plan (OHIP) cease to be reimbursed by OHIP, the Voting Member shall be responsible for the cost of these benefits.

### **Dental Plan**

- 8.05 The Corporation shall provide a Dental Plan with the benefits of such that the Ontario Dental Association's schedule of fees will have a one-year lag and automatically be updated every January 1, to the fee guide one year behind the current guide. The Dental Plan shall be based on a 9-month recall. The Corporation will provide coverage for pits and fissures sealant for individuals under 19 years of age, and provide coverage for crowns and bridges, caps and dentures on the basis of 50% reimbursement to the maximum set out in the chart in Schedule 'A' and Article 8.01. The premiums on this plan shall be 100% paid by the Corporation.

### **Requirement to Join Group Dental & Extended Health Care Plan**

- 8.06 Each Voting Member who has completed the qualifying period shall automatically join

the Group Dental and Extended Health Care plan, unless the Voting Member provides a written waiver to the Corporation relieving the Corporation of any future responsibility, payment or right to future participation. Life Insurance Coverage and Long-Term Disability Insurance is mandatory. Voting Members may choose to enter into or out of the Group Medical and Dental Plans only on their respective employment anniversary dates subject to the insurer's reinstatement requirements.

#### **Part-Time Benefits**

8.07 Voting Members working a regular part-time work schedule (who work at least 17.5 hours each week and who have worked for the Corporation for at least three (3) continuous months) shall receive all benefits set out in Articles 8.01 to 8.06 (inclusive) of this Agreement on a pro-rated cost-sharing basis as set out in the terms of their part-time employment with the Corporation.

#### **OMERS**

8.08 All Voting Members shall, following completion of the qualifying period, participate in the Ontario Municipal Employees Retirement System (OMERS) integrated with the Canadian Pension Plan (CPP) as a condition of employment. Voting Members working a part-time work schedule may participate in the Ontario Municipal Employees Retirement System (OMERS) once eligible.

#### **Retirement Benefits**

8.09 The Corporation shall pay one hundred percent (100%) of Extended Health Care and Dental coverage of retired Voting Members of the Association who voluntarily elect to retire from the City of Waterloo, subject to the following:

- (a) this Article 8.09 shall only apply to retired Voting Members of the Association who:
  - i) voluntarily retire from the City of Waterloo before the age of 65 and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date and is in receipt of a retirement pension from the Ontario Municipal Employees Retirement System (OMERS);
  - ii) have a minimum of ten (10) years continuous employment with the City of Waterloo at the time of retirement.
- (b) the said retirement benefits shall extend until the retired employee's 65<sup>th</sup> birthday;
- (c) the benefit coverage pursuant to Article 8.09 shall terminate in the event of the death of the retired employee where death precedes the employee's 65<sup>th</sup> birthday;
- (d) the retired employee shall be responsible for ensuring that the City of Waterloo's Human Resources Department has a correct and current address and contact information at all times;

#### **9.00 ANNUAL PERFORMANCE APPRAISAL PROCESS, JOB EVALUATION, TEMPORARY POSITIONS, JOB SHARE**

##### **Annual Performance Appraisal Process**

9.01 Pay for performance increases shall be granted subject to a successful performance evaluation in accordance with the Corporation's annual performance appraisal process. The said performance increase shall mean the upward movement of the Voting Member's pay at least one (1) full step within their pay band as set out in Article 5.00 of this Agreement. The Corporation agrees to undertake an annual performance appraisal process every year.

9.02 Voting Members that transfer to a new position within the Corporation where their pay band remains unchanged shall remain eligible for pay for performance increases pursuant to



Article 9.01. The Voting Member's performance evaluation shall be completed by:

- where the transfer occurs on or after July 1<sup>st</sup>, their former Director / Manager
- where the transfer occurs prior to June 30<sup>th</sup>, their new Director / Manager

Voting Members are eligible for a step increase upon completion of a minimum of six (6) months of the performance year in the new position.

### **Job Evaluation (Job E) and Competition Process**

9.03 Voting Members whose jobs are reclassified at a higher pay band, either through Job Evaluation or a competition process, will normally receive the minimum of the higher pay band. Notwithstanding the foregoing, if the Voting Member's current salary is higher than the minimum of the new pay band, then the Voting Member's salary will be set at the step within the new pay band nearest (but higher) than the Voting Member's current salary.

### **Secondments, Temporary Assignments, and Acting Positions**

9.04 (a) The following definitions shall apply to Article 9.04 and this Agreement:

i.) "**Acting**" means a short-term arrangement, 1 to 20 consecutive business days in duration per occurrence, where the Corporation requires that a Voting Member temporarily assume the partial job duties and responsibility of another employee of the Corporation who is on leave due to vacation / overtime / illness / personal time to provide necessary coverage while still undertaking their own job duties and responsibilities.

ii.) "**Temporary Assignment**" means a time limited arrangement, more than 20 consecutive business days in duration, where a Voting Member maintains their current scope of duties and responsibilities and is temporarily assigned additional duties and responsibilities beyond the scope of their position.

iii.) "**Secondment**" means a time limited arrangement, more than 20 consecutive business days in duration, where a Voting Member temporarily assumes the entire scope of duties and responsibility of a different position in the Corporation to provide necessary coverage. Secondments shall include "interim" positions.

(b) Secondments and Acting positions shall be voluntary. Temporary Assignments shall be voluntary, with the exception of duties and responsibilities not normally undertaken by the Voting Member but set out in the Voting Member's job description.

(c) At the end of the acting, temporary assignment, or secondment term, the Voting Member shall return to their regular position.

### **Acting Positions**

(d) "Acting" duties and responsibilities shall exclude powers related to:

- employee performance reviews
- employment status (including but not restricted to hiring, termination, position reclassification)
- finances (including but not restricted to authorizing expenditures and/or payments) unless written authorization to the contrary is granted by the Corporation

(e) The temporary salary for Acting positions shall commence on day twenty-one (21). Voting Members engaged in an Acting position in a higher pay band for a period greater than 20 consecutive business days in a calendar year shall receive a temporary salary equal to:

- i.) where Step 1 of the higher pay band is greater than the Voting Member's regular salary<sup>8</sup>, the temporary salary shall equal Step 1 ("start rate") of the higher pay band or the Voting Member's regular salary<sup>8</sup> multiplied by 1.05, whichever is greater;

- ii.) where Step 1 of the higher pay band is less than the Voting Member's regular salary<sup>8</sup>, the temporary salary shall equal the mid-point between Step 3 and Step 4 of the higher pay band or the Voting Member's regular salary<sup>8</sup> multiplied by 1.05, whichever is greater.

Example: Step 3 = \$40,000    Step 4 = \$41,000    Mid-point = \$40,500 ... (Step 3 + Step 4) / 2

<sup>8</sup> The Voting Member's regular salary is their base salary prior to the commencement of the Acting position.

- (f) Voting Members engaged in an Acting position in a lower or identical pay band shall maintain their regular salary<sup>8</sup> (no change).
- (g) Overtime relative to Acting positions shall be calculated using the Voting Member's regular salary<sup>8</sup>. Acting positions outside of the Association will not be eligible for overtime, unless otherwise specified in the terms of the Acting position.

### Temporary Assignments

- (h) Temporary Assignments shall not exceed twenty-four (24) continuous months in duration, unless consented to by the Association's President. A request to extend a Temporary Assignment beyond twenty-four (24) months will only be considered where unique/special circumstances warrant an extension, and where such an extension is minor in nature.
- (i) Where the additional duties and responsibilities assigned to the Voting Member are from a higher pay band, the Voting Member engaged in the Temporary Assignment shall receive a temporary salary<sup>9</sup> equal to the Voting Member's regular salary<sup>10</sup> multiplied by at least 1.05, but not greater than 1.10. The percentage of compensation will be based on the complexity of the temporarily assigned duties/responsibilities, as determined by the Voting Member's Commissioner and Human Resources.

<sup>9</sup> The temporary salary shall apply to each day the Voting Member undertakes the Temporary Assignment, commencing on day one (1).

<sup>10</sup> The Voting Member's regular salary is their base salary prior to the commencement of the Temporary Assignment.

- (j) Where the additional duties and responsibilities assigned to the Voting Member are from a lower or identical pay band, the Voting Member shall maintain their regular salary<sup>10</sup> (no change).
- (k) Overtime relative to Temporary Assignments shall be calculated using the Voting Member's regular salary<sup>10</sup>. Temporary Assignments outside of the Association will not be eligible for overtime, unless otherwise specified in the terms of the Temporary Assignment.

### Secondments

- (l) Secondments shall not exceed twenty-four (24) continuous months in duration, unless consented to by the Association's President. A request to extend a secondment beyond twenty-four (24) months will only be considered where unique/special circumstances warrant an extension, and where such an extension is minor in nature.
- (m) Voting Members engaged in a secondment in a higher pay band shall receive a temporary salary<sup>11</sup> equal to:
  - i.) where Step 1 of the higher pay band is greater than the Voting Member's regular salary<sup>12</sup>, the temporary salary<sup>11</sup> shall equal Step 1 ("start rate") of the higher pay band or the Voting Member's regular salary<sup>12</sup> multiplied by 1.10, whichever is greater;
  - ii.) where Step 1 of the higher pay band is less than the Voting Member's regular salary<sup>12</sup>,

the temporary salary<sup>11</sup> shall equal the mid-point between Step 3 and Step 4 of the higher pay band or the Voting Member's regular salary<sup>12</sup> multiplied by 1.10, whichever is greater.

Example: Step 3 = \$40,000 Step 4 = \$41,000 Mid-point = \$40,500 ... (Step 3 + Step 4) / 2

<sup>11</sup> The temporary salary shall apply to each day the Voting Member undertakes the secondment, commencing on day one (1).

<sup>12</sup> The Voting Member's regular salary is their base salary prior to the commencement of the secondment.

- (n) Voting Members engaged in a secondment in an identical band to their pay band shall maintain their regular salary<sup>12</sup> (no change), unless otherwise specified in the terms of the secondment.
- (o) Voting Members engaged in a secondment in a lower pay band shall:
  - i.) if voluntarily applied for by the Voting Member, receive a temporary salary<sup>11</sup> as set out in the letter of employment for the secondment;
  - ii.) if the Corporation requests the Voting Member to undertake the secondment and the Voting Member voluntarily accepts the secondment, the Voting Member's regular salary applies<sup>12</sup>.
- (p) Overtime relative to secondments shall be calculated using the Voting Member's secondment salary. Secondments outside of the Association will not be eligible for overtime, unless otherwise specified in the terms of the secondment.
- (q) In the event that the Corporation determines that the secondment position should become permanent, the Corporation's posting and salary determination process shall apply in addition to all applicable terms and provisions of this Agreement.
- (r) Upon completion of a Secondment, the employee will return to their base position. Upon return an employee must complete a twelve (12) month period in the position before they may apply for new secondment positions that become available for internal competition. The twelve (12) month return period can be altered in extenuating circumstances with approval of the incumbent's Director and Human Resources.

## Job Share

- 9.05 Voting Members of the Association are eligible to apply to work a job share opportunity subject to the following:
- (a) the granting of permission to work a job share work schedule shall be at the sole discretion of the Commissioner, in consultation with the Director / Manager;
  - (b) job share opportunities shall only be considered for identical jobs and regular full-time positions;
  - (c) approved job share schedules shall remain in effect for 12 month or 24 month periods, as set out in the terms of the job share;
  - (d) the Voting Member shall remain on an approved job share for the entire 12 month or 24 month period, unless otherwise agreed to by their Commissioner. Notwithstanding the foregoing, in the event a Voting Member in a job share leaves the employment of the City, the job share shall automatically be at an end and the other Voting Member in the job share shall assume the regular full-time position;
  - (e) Voting Members will make application by September 1 in each calendar year for the coming year for job share work schedules;

- (f) the job vacancy temporarily created by the two (2) Voting Members shall be filled with a contract;
- (g) upon the expiration of the approved job share, the Voting Members shall return to their regular full- time positions;
- (h) notwithstanding Article 9.05(g), the Voting Member may request that their job be transitioned from regular full-time to regular part-time upon the expiration of the approved job share, and such requests shall be assessed by their Commissioner in consultation with their Director / Manager. At the discretion of the Commissioner, the Voting Member may be offered a regular part-time position subject to employment terms and provisions agreed to by both the Commissioner and the Voting Member;
- (i) notwithstanding Article 9.05(g), a Voting Member may elect not to return to their regular full-time position upon the expiration of the approved job share. If the Voting Member elects not to return to their regular full-time position, the Commissioner may recruit the position subject to the job posting requirements set out in this Agreement.

## **10.00 PROBATIONARY PERIOD**

### **Probationary Period**

10.01 The probationary period for new Voting Members or those Voting Members new to their position in Salary Band M to I shall be three (3) months from the date of hire or until the Voting Member's Director/Manager has confirmed completion of the probationary period and appointment to regular (permanent) staff - whichever is lesser. Probationary periods will not extend beyond six (6) continuous months.

The probationary period for new Voting Members or those Voting Members new to their position in Salary Band H to E shall be six (6) months from the date of hire or until the Voting Member's Director/Manager has confirmed completion of the probationary period and appointment to regular (permanent) staff - whichever is lesser. Probationary periods will not extend beyond twelve (12) continuous months.

10.02 During the period referred to in Article 10.01:

- (a) the salary to be paid and the increases if any, will be set out in the "Letter of Employment";
- (b) a Voting Member shall not be permitted to apply for any other job within the Corporation.

### **Letter Confirming Employment Status**

10.03 The Corporation agrees to provide a letter to the Voting Member notifying them that their probationary period has ended and they are deemed to be a regular full-time or regular part-time employee of the Corporation. The said letter shall be provided within fifteen (15) business days of the end of the probationary period.

## **11.00 HOURS OF WORK**

### **Hours of Work**

- 11.01 (a) Voting Members will be required to work either a thirty-five (35) hour standard work week subject to an approved schedule by their Director/Manager or a forty (40) hour standard work week subject to an approved schedule by their Director/Manager.
- (b) The schedule set out in Article 11.01(a) shall include the core hours set out in Article 11.02 unless otherwise agreed to by the Voting Member, and shall be in general accordance with the Voting Member's letter of employment with the Corporation or job posting for the position unless otherwise agreed to by the Voting Member. In the event the Corporation

proposes a change to one or more Voting Member's schedule of work hours, the Corporation agrees to meet with and consult the Association's President together with the affected Voting Member(s) and set out a reasonable timeframe for input and discussion of options. Any changes to the schedule of work hours will comply with the provisions of the Employment Standards Act, 2000, S.O. 2000, c.41 (as amended).

- (c) It is understood that the Corporation has the right to adjust the standard hours of a facility's operation to meet regulatory and service needs at its discretion acting reasonably. In the event the Corporation proposes a change to the standard hours of a facility's operation, the Corporation agrees to meet with and consult the Association's Executive and set out a reasonable timeframe for input and discussion of options. Any changes to the standard hours of a facility's operation will comply with the provisions of the Employment Standards Act, 2000, S.O. 2000, c.41 (as amended).
- (d) The Corporation agrees that existing forty (40) hour standard work weeks shall remain in effect, and not be reduced, for the duration of this Agreement, unless otherwise consented to by the Voting Member. Where an existing forty (40) hour standard work week is reduced to a thirty-five (35) hour standard work week, the Voting Member's annual salary shall be equal to or greater than their annual salary in effect on the date of the change.

### **Core Hours**

11.02 For the purposes of this Agreement, core hours for each facility are:

- (a) City Hall - between 9:00 a.m. and 3:00 p.m. (Monday to Friday)
- (b) Service Centre - between 9:00 a.m. and 3:00 p.m. (Monday to Friday) (excluding summer hours)
- (c) Recreation Services, Community Programming and Outreach, Arts and Culture, Cemetery Services - core hours are based on the Hours of Work requirements of the Voting Member's employment offer letters.
- (d) For all other facilities other than those set out in 11.02 (a) to (c) both inclusive, between 9:00 a.m. and 3:00 p.m. (Monday to Friday)

Note: Compliance & Standards Officers are referred to Article 11.05. Licensing & Standards Officers are referred to Article 11.07.

### **Compressed | Flex-Time Work Schedules**

11.03 Voting Members are eligible to apply to work a flex-time and/or compressed work schedule, subject to the following:

- (a) for the purposes of this Agreement, "flex-time" is defined as the ability to adjust the start-end time (with or without a reduced lunch hour) of a Voting Member's standard scheduled daily work hours while maintaining the core hours set out in Article 11.02 and a standard work week of 70 or 80 hours within two bi-weekly pay periods;
- (b) for the purposes of this Agreement, a "compressed work schedule" is an arrangement which enables a Voting Member to work a standard number of weekly hours within fewer days, resulting in a scheduled day off;
- (c) flex-time and/or compressed work schedules are voluntary;
- (d) Voting Members will make application by November 1 in each calendar year for the coming year for flex-time and/or compressed work schedules. The approval of applications will be based on a staffing model that has regard to the provision of adequate staffing coverage during the hours of operation of the department or division, and Voting Members will cooperate in measures to ensure adequate coverage during the hours of operation of the department or division with the assurance of an approved lunch period;

- (e) flex-time and compressed work schedules may be combined (refer to the Corporation's Alternative Work Week Request Form);
- (f) flex-time and compressed work schedules shall be set by the Corporation from time to time (refer to the Corporation's Alternative Work Week Request Form);
- (g) standard work schedules may be flexed at the beginning and/or the end of a shift up to one (1) hour, unless otherwise agreed to by the Corporation and the Association's President;
- (h) granting permission to work a flex-time and/or compressed schedule shall be at the discretion of the Voting Member's Commissioner, in consultation with the Voting Member's Director / Manager;
- (i) the Corporation reserves the right to terminate flex-time and compressed work schedules subject to prior consultation with the Association's President together with the affected Voting Member(s) and the establishment of a reasonable timeframe for input and discussion of options. The Corporation shall give reasonable notice to the Association's President and the affected Voting Member(s) of any proposal to terminate a flex-time or compressed work schedule;
- (j) flex-time requires the Voting Member to be present between the core hours of their facility, with the exception of their approved lunch period;
- (k) if a Voting Member is granted permission to work a compressed schedule, the Voting Member shall remain on the schedule for the entire year unless Article 11.03(i) applies;
- (l) Days off scheduled through a compressed work schedule cannot be banked, but may be occasionally exchanged if approved by the Voting Member's Director / Manager;
- (m) should the Director / Manager require an individual to work on their scheduled day off, an alternate day may be arranged at a mutually convenient date;
- (n) the Corporation agrees to use best efforts to accommodate mutually agreeable flex-time and/or compressed work schedules;
- (o) At the discretion of the Director in consultation with the Commissioner, flex-time and/or compressed schedules can be temporarily suspended during peak operational periods to ensure we meet the Corporation's operational requirements. The Voting Member will be advised of this at the time the agreement is signed.
- (p) Voting Members on a performance improvement plan cannot apply for a compressed work schedule.
- (q) Voting Members with three (3) or more weeks of banked vacation and/or banked overtime will be encouraged to use it first before working a compressed schedule.

### **Alternative Work Schedules**

- 11.04 Voting Members are eligible to apply to work an alternative work schedule, subject to the following:
- (a) for the purposes of this Agreement, an "alternative work schedule" is an arrangement which enables Voting Members to work a standard number of hours outside of their standard work schedule and outside the core hours set out in Article 11.02;
  - (b) an alternative work schedule is voluntary;
  - (c) the terms of an alternative work schedule shall be mutually agreed to by the Corporation and the Voting Member, in consultation with the Association's President;
  - (d) granting permission to work an alternative work schedule shall be at the discretion of the Voting Member's Commissioner, in consultation with the Director / Manager;

- (e) the Corporation reserves the right to terminate alternative work schedules subject to prior consultation with the Association's President together with the affected Voting Member(s) and the establishment of a reasonable timeframe for input and discussion of options. The Corporation shall give reasonable notice to the Association's President and the affected Voting Member(s) of any proposal to terminate an alternative work schedule;
- (f) if a Voting Member is granted permission to work an alternative work schedule, the Voting Member shall remain on the schedule for the duration of time set by the Corporation;
- (g) hours worked during an alternative work schedule may be occasionally exchanged if approved by the Voting Member's Director / Manager.

### **Compliance & Standards Officers - Work Schedules**

- 11.05 The Corporation and the Association agree to the following work schedule for Compliance & Standards Officers in the Municipal Enforcement Division:
- (a) Compliance & Standards Officers work schedule will be based on a continuous operations services model with a standard 70 hours over a two week period.
  - (b) Compliance & Standards Officers shall work a ten (10) hour shift as set by the Corporation;
  - (c) regular full-time Compliance & Standards Officers shall be given seven (7) regular shifts within a two (2) week period on a schedule set by the Corporation, excluding overtime;
  - (d) regular part-time Compliance & Standards Officers shall work between a seven (7) to ten (10) hour shift as set by the Corporation;
  - (e) regular part-time Compliance & Standards Officers shall, in accordance with their letter of employment with the Corporation, be scheduled to work between one (1) and seven (7) regular shifts within a two (2) week period on a schedule set by the Corporation, excluding overtime;
  - (f) hours or shifts exceeding those set out in Articles 11.05(a), (b), (c) and (d) shall constitute overtime pursuant to this Agreement, and shall be calculated in accordance with Article 12.04, subject to Article 12.05;
  - (g) hours and shifts may be occasionally exchanged if approved by the officer's Director / Manager;
  - (h) the Corporation agrees to set officer hours and shifts as far in advance as practicably feasible;
  - (i) the core hours set out in Article 11.02 shall not apply to Compliance & Standards Officers;
  - (j) the Corporation and the Association recognize that Compliance & Standards Officers are required to work on recognized and statutory holidays (excluding Christmas Day), and as such agree that:
    - i.) the said officers shall be granted 91 hours of scheduled time off in lieu of any entitlements (including Christmas Day) per calendar year;
    - ii.) Articles 6.08 to 6.16 inclusive shall not apply.
- For clarity, Compliance & Standards Officers exclude:
- Licensing & Standards Officers
  - Parking Enforcement Officers
  - Administrative Staff, Municipal Enforcement Division

### **Compliance & Standards Officers - Vacation**

11.06 Vacation for Compliance & Standards Officers shall be calculated in accordance with the "Hourly Rate" column set out in Article 6.01 of this Agreement.

**Licensing & Standards Officers - Work Schedule**

11.07 (a) Licensing & Standards Officers-will be scheduled for 8 hour shifts between 8:00 a.m. and 6:00 p.m. (Monday to Friday).

**Lunch Break**

11.08 The lunch break of Voting Members shall not be:

- (a) taken at the beginning or end of the work day to shorten the work day; or,
- (b) skipped in order to accrue credit hours or provide entitlement to overtime or compensatory time.

The lunch break may be reduced from the standard one (1) hour in accordance with an approved compressed or alternative work schedule, but in no circumstance shall the lunch break be reduced to less than thirty (30) minutes.

**Rest / Break Period**

11.09 A fifteen (15) minute rest period shall be granted to all Voting Members between their start time and lunch break of each regular working day. A fifteen (15) minute rest period shall be granted to all Voting Members between their lunch break and end time of each regular working day. The fifteen (15) minute period shall begin from the time of leaving one's regular work area to the time of returning and assuming normal duties. Rest periods shall not be added to a Voting Member's start time or end time to shorten their work day, or to a Voting Member's lunch break to extend their lunch break.

**12.00 OVERTIME**

**Right to Bank or Request Payout for Overtime**

12.01 Voting Members shall have the right to bank overtime to be used as time off in lieu at a time mutually agreed to by the Voting Member and his/her Director / Manager or request payment for any authorized overtime worked subject to the terms and provisions of this Agreement:

- (a) Voting Members in jobs in pay band M to F must accrue thirty-five (35) overtime hours in a calendar year before they may request overtime to be paid out. The said thirty-five (35) overtime hours are to be banked for use as time-off.
- (b) Voting Members in jobs in pay band E must accrue seventy (70) overtime hours in a calendar year before they may request overtime to be paid out. The said seventy (70) overtime hours are to be banked for use as time-off. These members may use a maximum of thirty-five (35) hours as time off prior to banking the overtime but overtime worked and overtime taken off must balance at year-end, otherwise time owing will be removed from the Voting Member's vacation time. Voting Members will continue to track their overtime.
- (c) Where the Voting Member requests payment for any authorized overtime worked beyond the thirty-five (35) or seventy (70) hours banked in section (a) and (b), the overtime shall be paid out on the next bi-weekly pay.
- (d) Voting Members are encouraged to use their accumulated overtime for time-off, and the Voting Member and the Director/Manager will make reasonable efforts to schedule time-off.
- (e) Overtime accrued in a calendar year may be carried forward until December 31 of that year. If the said overtime is not used as time in lieu by December 31, the overtime shall be automatically carried over into the next calendar year.



- (f) Where the extended overtime is not used within the next calendar year, the Voting Member or the Voting Member's Director, in consultation with the Voting Member, may request that the time is paid out.
- (g) Voting Members shall draw down extended carried forward overtime as described in Article 12.01(e) before current year overtime.

#### **Prior Approval Required for Overtime**

12.02 All overtime must be documented and recorded with payroll and have Director/Manager approval prior to working. In the event that a Voting Member is obligated to work overtime due to a previously scheduled meeting, including a council/committee meeting, said Voting Member shall inform their Manager/Director.

Voting Members shall not plan meetings in such a way as to encourage overtime and shall not receive overtime for work unrelated to scheduled meetings unless previously approved by their Manager/Director. Approval from the Manager/Director shall not be unreasonably withheld.

#### **Consistent Treatment - Overtime**

12.03 The Corporation agrees to treat all Voting Members of the Association consistently with respect to overtime.

#### **Overtime Rates**

12.04 **Regular Full-Time**  
All authorized hours worked each day exceeding a Voting Member's approved work schedule shall be added to the Voting Member's overtime bank at the following rates:

- (a) Monday to Saturday: - time and one-half (1.5)
- (b) Sunday: - time and one-half (1.5) on scheduled work days
  - time and one-half (1.5) when required to work prior to the beginning of a scheduled work shift
  - time and one-half (1.5) when required to work after the end of a scheduled work shift
  - double (2) time on unscheduled work days

Overtime shall commence at hour one, meaning that overtime shall be accrued at the rates set out in (a) and (b) above (as the case may be) following the one-half (0.5) hour set forth in Article 12.05.

#### **Regular Part-Time**

For part-time work schedules, overtime shall be accrued after 35 hours or 40 hours per week (as if the work schedule was regular full-time), excluding authorized Council meetings, open houses, community meetings, and meetings with elected officials which shall be calculated at time and one-half (1.5). For regular part-time Compliance and Standards Officers, overtime shall be accrued after 35 hours.

#### **Overtime - Accumulates After 30 Minutes**

12.05 Overtime shall not apply until a Voting Member works more than one-half (0.5) hour beyond their standard hours of work per day.

#### **Earned Bank**

12.06 The overtime bank will be an earned bank.

### **Meal Allowance**

12.07 Where an employee is required to work three (3) or more hours contiguous with their standard work schedule, the employee shall be eligible for a meal allowance of fifteen dollars (\$15.00) unless a meal is otherwise provided.

### **Overtime - Leave**

12.08 Overtime shall not be used by a Voting Member during a leave from the City (including but not restricted to sick leave, parental/maternity leave, military leave). The Voting Member and their Director / Manager shall make arrangements to schedule and use overtime owing prior to or after the leave period. Notwithstanding anything to the contrary in this Agreement, overtime shall not be paid out during the leave period (i.e. overtime shall remain in the Voting Member's overtime bank).

## **13.00 CALL-IN**

### **Definition - Call-in**

13.01 Call-in shall apply when the Corporation calls a Voting Member to return to a municipal work site or city facility from an off-site location outside of the Voting Member's regularly scheduled work hours to undertake work on behalf of the Corporation, in response to an emergency or urgent situation that is unplanned, including but not limited to:

- facility repairs / maintenance
- technology repairs / maintenance
- equipment repairs / maintenance
- vehicle repairs / maintenance
- unplanned attendance at corporate events (such as, but not limited to, Council meetings, community events, public meetings, open houses and the like)

that are not specified in the terms of employment of the Voting Member, nor part of planned authorized overtime.

### **Call-in Credited as Overtime**

13.02 In the event any Voting Member is called in during off duty hours, the Voting Member shall be issued a credit to their overtime bank of 4.5 overtime hours or the number of hours worked multiplied by the applicable overtime rate set out in Article 12.04, whichever is greater.

### **Call-in Mileage**

13.03 In the event any Voting Member is called in during off duty hours, the Voting Member may claim a mileage allowance, unless driving a City vehicle, for the distance driven to a maximum of thirty (30) kilometers each way.

### **Standby Pay and Call-in Pay**

13.04 Where a Voting Member is on standby and called in to work, the Voting Member shall receive both call-in pay and standby pay in accordance with this Agreement.

## **14.00 STANDBY PAY**

14.01 Voting Members required and designated by their Director/Manager to be on standby in that they may be called in during off duty hours, including hours after midnight, shall receive standby pay in the amount of:

(a) fifty-five dollars (\$55.00) per day, to a maximum of three hundred dollars (\$300.00) per week.

For clarity, a Voting Member on standby may be called in to return to a municipal work site or city facility from an off-site location at any time (24 hours a day) by the Corporation.

14.02 In addition to the standby pay set out in Article 14.01, an additional ten dollar (\$10.00) premium shall be paid for each recognized or statutory holiday worked.

**15.00 SHIFT PREMIUM**

15.01 A shift premium of one dollar and twenty-five cents (\$1.25) per hour will be paid to any Voting Member assigned to a permanent regularly scheduled shift which starts before 7:00 a.m. or finishes after 5:00 p.m., but only applies to the hours worked before 7:00 a.m. and/or after 5:00 p.m. Shift premiums do not apply where the overtime provision of this Agreement apply or to hours defined under an approved alternative work schedule, flex-time work schedule, compressed work schedule, or Compliance & Standards Officer work schedule.

**16.00 CLOTHING ALLOWANCE**

**Issuance of Uniforms**

16.01 The Corporation agrees that Voting Members required to wear City Uniforms will be issued the uniforms at the Corporation's expense. Uniforms are typically issued to Compliance & Standards and Parking Enforcement Officers, Electricians, Custodians, and Mechanics.

**Purchasing Uniforms**

16.02 Purchasing a uniform by a Voting Member must be pre-approved by the Director/Manager, and must be supported by receipts, or the purchase will not be paid by the Corporation.

**Compliance with City Standards**

16.03 Clothing must comply with the standards set by the Corporation.

**Clothing Allowance**

16.04 Voting Members working in an environment that causes damage to their clothing and/or require clothing to undertake the work of the Corporation in a safe, healthy and lawful manner (such as work boots, hard hats, safety vests, etc.) may receive a clothing expense up to a maximum of \$325 per annum every odd year and a boot allowance of \$190 per annum every even year. New Voting Members will receive the clothing and boot allowance of \$515 in their first year of employment with the Corporation. In the Voting Member's decision to replace clothing and boots annually through the Corporation, they should give consideration to the Corporate value of sustainability when determining if replacement is required.

**Damaged Clothing At Work**

16.05 Recognizing the potential for certain hazards at work, Voting Members who damage their clothing when undertaking the work of the Corporation may make a claim for reimbursement, to a maximum of \$325 per annum and subject to the approval of their Director/Manager.

**Embroidery**

16.06 The Corporation shall pay for the embroidery of clothing authorized under Article 16 where Corporate logos or wording is required.

**17.00 TRADESPERSON TOOLS**

**Tradesperson Tool Allowance**

17.01 Upon submission of receipts and with prior Director/Manager approval, each tradesperson shall be reimbursed for replacement and/or breakage of personal tools to a maximum of five hundred (\$500) dollars per calendar year. The tradesperson tool

allowance is a taxable benefit.

Specialized tools shall be purchased and maintained at the expense of the Corporation and will remain the property of the City of Waterloo.

#### **Secure Location For Tradesperson Tools**

- 17.02 The Corporation agrees to provide a secure location for each Voting Member who is a tradesperson to store their tools within close proximity to the Voting Member's area of work where the said tools are required.

### **18.00 HUMAN RESOURCES POLICIES AND REPORTS**

#### **Association Shall Review Human Resource Related Policies**

- 18.01 The Corporation agrees that the Association's Executive shall have an opportunity to review and comment on all proposed Corporate Human Resources policies and/or amendments to existing policies that affect one or more Voting Members of the Association. It is agreed that the review and commenting opportunity stated above shall not be less than fifteen (15) business day prior to the Corporate Management Team's (CMT's) final consideration. The Association encourages the Corporation to consult the Association's Executive at the early stages of Corporate Human Resources policy creation / modification.

#### **Association Shall Review Employment Related Reports**

- 18.02 The Corporation agrees to provide the Association with a final copy of all reports, briefing notes and corporate memorandums to be presented in open Council that deal with matters including but not limited to policy, conditions of employment, and financial arrangements affecting Voting Members of the Association. The said final copy shall be provided to the Association's Executive prior to the report, briefing note or memorandum being presented to Council, at the earliest opportunity of the Corporation acting reasonably.

### **19.00 JOB POSTINGS AND CHANGES TO JOB DESCRIPTIONS**

#### **Jobs To Be Presented Internally**

- 19.01 The Corporation shall first present all full-time and part-time job postings related to the Association as an internal posting for a minimum of seven (7) business days, with eligibility to qualified Association Voting Members first. For greater clarity, if a job becomes available where the terms of employment would require the successful candidate to be a Voting Member of the Association, it is agreed that qualified existing Voting Members of the Association will be given priority consideration for the said job.

If no qualified internal candidates from the Association exist following the internal posting, then the position may be advertised externally.

If no qualified internal candidates from the Association are readily apparent, then the position may be concurrently posted internally and advertised externally subject to prior agreement from the Association's President, and qualified internal candidates will be given priority consideration for the said job. If consent is granted by the Association's President, the Corporation agrees that the following wording shall be used when posting the position:

*"This position is being posted internally and externally simultaneously with the provision that qualified Staff Association applicants be given priority consideration before external applicants."*

#### **Unsuccessful Applicant Meeting**

- 19.02 Upon request, Voting Members that apply to a job posting of the Corporation but are unsuccessful shall be provided a meeting with Human Resources and/or the hiring

Director/Manager to discuss the reason(s) for their unsuccessful application.

### **Secondment Positions**

19.03 Any secondment lasting more than six (6) months shall be posted internally for a minimum of seven (7) business days, with eligibility to qualified Association Voting Members first. If a non-union or non-management secondment becomes available with a term of six (6) months or more, it is agreed that qualified existing Voting Members of the Association will be given priority consideration for the said job.

If no qualified internal candidates from the Association exist following the internal posting, then the position may be advertised externally.

If no qualified internal candidates from the Association are readily apparent, then the position may be concurrently posted internally and advertised externally subject to prior consent from the Association's President, and qualified internal candidates will be given priority consideration for the said job. If consent is granted by the Association's President, the Corporation agrees that the wording set out in Article 19.01 shall be used when posting the position.

### **Employment Reports to Association**

19.04 The Human Resources Department of the Corporation agrees to notify (in writing) the President of the Association by the 15<sup>th</sup> day of each month of all appointments, promotions, hirings and termination of employment related to the Association from the previous month.

### **Job Evaluations of All Staff Association Positions**

19.05 It is agreed that the Staff Association executive will be involved in any Staff Association job evaluation project conducted by the corporation to evaluate all Staff Association jobs. The methodology used for the job evaluation process, together with any documents that Voting Members will be expected to complete will be provided to the Executive at least 30 calendar days prior to the commencement of the process. The Executive shall be granted an opportunity to ask questions and/or provide feedback to the project manager conducting the job evaluation process prior to the commencement of the job evaluation process.

### **New Positions or Re-Classified Positions**

19.06 During job evaluation maintenance, when new positions are created or existing positions are re-classified, the corporation shall ensure that the position is evaluated through the Joint Job Evaluation Maintenance Committee (JJEMC). The JJEMC shall evaluate the positions using the established job evaluation criteria. Any increase in pay resulting from the evaluation of the job shall be retroactive to the start date of the new position or the effective date of the changed job for up to six (6) months.

### **Changes to Job Description through Job Evaluation Maintenance**

19.07 A Voting Member who has occupied their position for a minimum of six (6) months who feels that there has been a significant and permanent change in the job duties and responsibilities of their position, shall advise their Manager/Director. The Manager/Director and Voting Member will discuss the changes and when the Manager/Director agrees that the changes are permanent and substantial, the Voting Member will be provided with the most current job description for their position as well as the job fact sheet template in order to detail changes in the duties and responsibilities.

When the Voting Member and their Manager/Director disagree that there has been a significant and permanent change to the job and that it should be re-evaluated, the Voting Member, Manager/Director, H.R. representative and Staff Association Member of the JJEMC (not from the Voting Member's department) will meet to determine if the changes are significant enough to proceed to re-evaluation.

When the Voting Member completes a job fact sheet, they provide it to their Manager/Director who will approve it within thirty (30) calendar days of receipt. The completed approved job fact sheet will be provided to Human Resources who will review it and clarify information as necessary.

The JJEMC shall meet and evaluate the completed approved job fact sheets at least two (2) times a year or sooner when deemed necessary. The JJEMC will be composed of six (6) people: three (3) representatives from Human Resources and/or Management, one (1) member from the Staff Association Executive and two (2) members from the Staff Association. The Association Executive and management agree that the chosen Staff Association Voting Members will be representative of the departments and subject to their Manager/Director approval in order to participate on the JJEMC. The Association agrees to utilize an alternate when a Committee member's job is being evaluated. The Corporation agrees to provide training for the Voting Members of the committee.

### **Rehires**

19.08 Retirees shall not be hired for any Staff Association position, contract or otherwise, without prior consultation with the Staff Association executive. A request to hire a retiree will only be considered for unique/special circumstances and where unique/special circumstances are minor in nature.

## **20.00 WORKPLACE MANAGEMENT**

### **Employment Not Guaranteed**

20.01 It is understood by the Association that the Corporation does not guarantee employment to any Voting Member.

### **Redundant Jobs**

20.02 (a) The Corporation agrees to consult the Association's Executive prior to any Association job being declared redundant. The Corporation further agrees to consult the Association's Executive as part of any service delivery evaluation undertaken by the Corporation, as early as practically possible in the evaluation process.

(b) The Corporation endeavors to maintain a stable work environment, however should redundancies occur, the Corporation will make every effort to deal with the redundancies through:

- attrition
- voluntary early retirement
- voluntary termination incentive programs
- redeployment of the Voting Member to an equal paying position / vacancy in the Corporation that they are qualified to perform
- retraining and redeployment of the Voting Member within the Corporation

(b) Redundancies shall be dealt with based on length of service with the Corporation. In the event that two or more employees have the same length of service, the decision shall be determined based on relevant work experience and performance evaluations undertaken by the Corporation from time to time.

### **Required Upgrading of Employee Skills**

20.03 If the Corporation requires a Voting Member to upgrade their skills in order to perform his/her job which has undergone technological or legislative change, the Corporation will provide fully subsidized training and assistance for the Voting Member to a level deemed appropriate by the Corporation (acting reasonably) relative to the change.

### **Testing of Skills & Abilities**

20.04 Any testing of a Voting Member's skills and/or abilities required to perform their job shall be coordinated by the Human Resources Department.

### **Transferring Employees**

20.05 The Corporation reserves the right to transfer employees to other divisions/departments should organizational review and optimization initiatives identify efficiencies, subject to prior consultation with the Association's Executive. The affected employee(s) will remain at their current salary. Such employees may be eligible for step annual performance appraisal increases within their new band if eligible in accordance with the terms and provisions of the Agreement.

## **21.00 CONFLICT RESOLUTION PROCESS**

The purpose of this Article is to establish a procedure for the resolution of issues that may arise between Voting Members and the Corporation as to the interpretation, application or administration of this Agreement.

It is the mutual desire of the Association and the Corporation that an earnest effort to resolve issues without delay shall be made in the following manner:

**Step 1:** A Voting Member who has a concern or issue regarding a decision of the Corporation or their immediate Director/Manager will contact the said Director/Manager and fully explain the concern or issue. The Director/Manager will meet with the Voting Member at their earliest convenience, within five (5) business days of the Voting Member's request. In the event the Director/Manager is unavailable due to scheduled vacation or off-site work commitments, the request for a meeting shall be with the Voting Member's Commissioner.

**Step 2:** Failing satisfactory resolution of the concern/issue at Step 1, the Voting Member shall contact a member of the Association's Executive. If the Association's Executive determines that the concern/issue warrants pursuing with the Corporation, the Voting Member along with a representative of the Association's Executive shall request a meeting with the Voting Member's Commissioner/Director to be held at their earliest convenience, within seven (7) business days of the request. In the event the Commissioner/Director is unavailable due to scheduled vacation or off-site work commitments, the request for a meeting shall be with the person temporarily assuming the role of Commissioner/Director.

The Commissioner/Director or the person temporarily assuming the role of Commissioner/Director (as the case may be) will in conjunction with Human Resources, provide a written response to the concern/issue to the Voting Member within three (3) business days of the above meeting.

**Step 3:** If the Voting Member is not satisfied with the response obtained in Step 2, the Voting Member may submit a written statement to the Director of Human Resources along with a copy to the Association's President within five (5) business days of receiving the written response provided in Step 2.

Within five (5) business days of receiving the written statement specified above, the Director of Human Resources will convene a meeting with the *Conflict Resolution Committee* at which time the issue will be reviewed and reasonable attempts will be made to resolve the said concern/issue in a timely manner.

The *Conflict Resolution Committee* will be comprised of:

- the Director of Human Resources;
- one (1) member of the Corporate Management Team, different from the individual involved in Step 2; and,
- two (2) Voting Members of the Association's Executive.

**Step 4:** Failing resolution, the Director of Human Resources will convene a meeting with the *Conflict Resolution Committee* and the Chief Administrative Officer in order to have the Chief Administrative Office hear the concerns. The Chief Administrative Officer shall deliver a

written decision within five (5) business days to all Voting Members of the *Conflict Resolution Committee* and the Voting Member presenting the concern/issue to the Corporation.

The Staff Association Executive cannot provide legal advice to Voting Members, however, every Voting Member is permitted to engage with any member of the Executive to discuss employment issues; furthermore, every Voting Member is permitted to invite any member of the Executive to attend disciplinary meetings with management and/or Human Resources, provided Management and/or Human Resources has been notified in advance.

## **22.00 ASSOCIATION REPRESENTATIVES**

22.01 Association representatives are hereby granted time during their regular work schedule to undertake Association duties and/or conflict resolution processes pursuant to Article 21 of this Agreement.

## **23.00 BULLETIN BOARDS AND INTRANET**

### **Bulletin Boards**

23.01 Bulletin Board space for the Association shall be provided in all facilities by the Corporation, at the Corporation's expense. The Association shall have the right to post general notices of the Association's activities, but shall not post notices or materials that are not consistent with Corporate Policy.

### **Intranet**

23.02 The Corporation agrees to provide the Association a page on the Intranet to allow for general communication amongst the Association's Voting Members. The Association agrees not to post notices or materials of a political or personal nature on the Intranet and shall also abide by any applicable Corporate Policy.

## **24.00 EMPLOYEE FILE**

24.01 Voting Members of the Association shall have the right to see their own employee file while in the presence of a Human Resources Department representative. The complete employee file shall be made available to the Voting Member within two (2) working days of the Voting Member's request, excluding legal opinions obtained by the Corporation.

## **25.00 DURATION OF AGREEMENT**

25.01 This Agreement including all schedules, appendices, and letters of understanding related thereto shall remain in force from the first day of January 2020 to the last day of December 2024, and thereafter shall be automatically renewed from year to year until termination. Termination shall occur upon the execution by both parties of a new employment agreement between the Association and the Corporation that replaces this Agreement.

25.02 At least sixty (60) days written notice on or after June 1, 2024 shall be provided to initiate negotiations for a new employment agreement between the Association and the Corporation. Such notice shall be:

<b>From</b>	<b>To</b>
Chief Administrative Officer or Director of Human Resources	Association's President or Association's Vice-President
Association's President or Association's Vice-President	Chief Administrative Officer or Director of Human Resources

Where such notice is not given, the parties hereto agree to commence negotiations no later



than September 15, 2024. It is agreed that all terms and provisions of this Agreement including all schedules, appendices, and letters of understanding related thereto shall remain in full force and effect until a new employment agreement between the Association and the Corporation is reached.

**26.00 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 Association as soon as reasonably possible.

The Corporation will, where possible, provide assistance in discussions with respect to salary and wage levels, vacations and premiums and general working conditions for each employee who is transferred to another municipal employer as a result of this process.

DATED in Waterloo, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019 A.D.

**THE CORPORATION OF THE CITY OF WATERLOO**

\_\_\_\_\_  
Mayor, David Jaworsky

\_\_\_\_\_  
Clerk, Olga Smith

**THE CITY OF WATERLOO STAFF ASSOCIATION**

\_\_\_\_\_  
President, Staff Association, Shelly Reed

\_\_\_\_\_  
Past-President, Staff Association, Kevin Zach

## SCHEDULE "A"

### VOTING MEMBER BENEFITS

BENEFITS	2020-2024
Voting Member Life Insurance	2 x annual earnings
Dependant Life Insurance (Spouse)	\$10,000.00
Dependant Life Insurance (Child)	\$5,000.00
Long Term Disability (up to age 65) (see note below #1)	70% of monthly earnings Maximum \$11,000/month
<b>EXTENDED HEALTH CARE</b>	
Drug: Pay Direct	100% Reimbursement
Dispensing Fee	\$10.00
Vision (see note below #2)	\$525 / 24 months
Hospital - ward to semi-private	100% Reimbursement
Supplementary Health Care	100% Reimbursement
Registered Nurse	\$25,000 / 36 months
Combined Paramedical	
Physiotherapist	\$1,800 / year combined maximum
Massage Therapist	\$1,800 / year combined maximum
Psychologist	\$1,800 / year combined maximum
Chiropractor	\$1,800 / year combined maximum
Osteopath	\$1,800 / year combined maximum
Naturopath	\$1,800 / year combined maximum
Podiatrist or Chiropracist	\$1,800 / year combined maximum
Health Aids (see note below #3)	100% Reimbursement of reasonable and customary charges
Miscellaneous Eligible Dental Expenses (see note below #4)	100% Reimbursement of reasonable and customary charges
Out-of-Province Hospital Referrals	\$75 / day for 60 days
Orthopedic Shoes	\$150 / year
Hearing Aids	\$700 / 3 years
Hearing Tests	\$75 / 3 years
Fertility Therapy / Drugs	\$2,000 / lifetime
Out-of-Province Insurance	100% Reimbursement during the first 60 days of travel (lifetime maximum \$1,000,000)
<b>DENTAL INSURANCE</b>	
Preventive Services	No maximum
Endodontic Services	No maximum
Periodontal Services (see note below #5)	No maximum exception (see note below #5)
Denture Repairs	No maximum
Dentures	50% to an annual combined maximum of \$2,000
Crowns	50% to an annual combined maximum of \$2,000
Bridges	50% to an annual combined maximum of \$2,000
Orthodontic	50% to a life-time maximum of \$3,250

Extended health care and dental insurance benefits shall apply to the Voting Member, their spouse, and their dependents.

#### **Notes to Benefits Chart**

Note 1. Notwithstanding anything to the contrary in this Agreement, Long-term Disability coverage shall cease on the Voting Member's 65<sup>th</sup> birthday.

Note 2. "Vision" shall include glasses, contact lenses, and laser surgery. In addition to above, the "vision" benefit includes the cost of an eye examination by an Optometrist reimbursed at 100% (reasonable and customary charges) paid by the Corporation as a benefit, limited to one examination in a 24 month period for the Voting Member and insured dependents over age 18 (12 month period for an insured dependent under age 18).

Note 3. "Health Aids" are to be set out in the benefit book. For clarity, the Corporation and the Association understand Health Aids to be the rental, or purchase subject to the insurer, of medically necessary durable equipment that meets the patient's basic medical needs and is approved by the insurer. If alternate durable equipment is available, eligible expenses are limited to the least expensive equipment that meets the patient's basic medical needs. Eligible durable equipment include, but are not limited to, items such as wheel chairs, hospital beds, walker and other similar equipment approved by the insurer and required for temporary therapeutic use. Health Aids also include:

- trusses, crutches, braces
- artificial limbs or other prosthetic appliances
- oxygen
- licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation

- emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.

Note 4 “Miscellaneous Eligible Dental Expenses” are to be set out in the benefit book. For clarity, the Corporation and the Association understand Miscellaneous Eligible Dental Expenses to be reasonable and customary charges for items of expense including services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident.

Note 5 Periodontal scaling will be limited to a maximum of 10 units per calendar year.



**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

**SHIFT PREMIUM**

**UNDERSTANDING**

1. The parties hereto agree that, notwithstanding the shift premium provisions set out in Article 15.01 of the January 1, 2020-December 31, 2024 Staff Association between the Corporation and the Association, the following employees shall be grandfathered for the duration of the said Agreement in that they will continue to receive shift premiums for every hour worked during their regularly scheduled shifts which start before 7:00 a.m. or finish after 5:00 p.m.
  - Kim Metzger, Custodian
  
2. This Letter of Understanding is without prejudice to:
  - all other matters between the Association and the Corporation
  - future employment negotiations between the parties

**DATED** in Waterloo, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019 A.D.

\_\_\_\_\_  
CAO, Tim Anderson

\_\_\_\_\_  
Staff Association President, Shelly Reed

\_\_\_\_\_  
HR, Kathy Weidhaas

\_\_\_\_\_  
Staff Association Past-President, Kevin Zach



**LETTER OF UNDERSTANDING #2**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

**EMPLOYEE PARKING FEES**

**UNDERSTANDING**

For the duration of this agreement Parking fees will be maintained at 75% based on 260 standard annual working days. Parking fee exempt days will be applied based on an established annual allowance of 55 days to account for vacation days, event days and recognized and statutory holidays when staff do not park in City Hall lots. These exempt days will be subtracted from the standard annual working days of 260. This reduced number of days will form the basis for the calculation of the reduced annual parking fee. An additional \$250.00 credit will be applied for Voting Members who pay for parking for the entire year. This credit will be payable at the end of each calendar year. The credit is a taxable benefit and staff are responsible for all tax implication of the taxable benefit. Any differences from market rate are considered a taxable benefit and are subject to applicable statutory deductions as governed by Canada Revenue Agency.

**DATED** in Waterloo, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019 A.D.

\_\_\_\_\_  
CAO, Tim Anderson

\_\_\_\_\_  
Staff Association President, Shelly Reed

\_\_\_\_\_  
HR, Kathy Weidhaas

\_\_\_\_\_  
Staff Association Past-President, Kevin Zach



**LETTER OF UNDERSTANDING #3**

**BETWEEN**

**THE CORPORATION OF THE CITY OF WATERLOO**  
(hereinafter the "Corporation")

**-and-**

**THE CITY OF WATERLOO STAFF ASSOCIATION**  
(hereinafter the "Association")

**FOOD SERVICES TRANSITION TO STAFF ASSOCIATION - Working Conditions**

The Corporation and the Staff Association agree to following working conditions that will apply to regular full-time Food Services employees integrated into Staff Association:

**Food Services Work Schedules:**

- (a) Core hours will be based on the Hours of Work requirements of the Member's employment offer letter.
- (b) The work schedule will be based on a continuous operations service model with a standard 70 hours over a two-week period.
- (c) Food Services staff shall work split shifts if required. A shift will be a minimum of three (3) hours.
- (d) Articles 12.03, 12.04, 13.00, 14.00 and 15.00 of the Staff Association Agreement will not apply to Food Services employees. The overtime and call back provisions of the Employment Standards Act will apply to Food Services employees.
- (e) Overtime shall be calculated for hours in excess of (44) forty-four hours of work per week.

**DATED** in Waterloo, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2019 A.D.

\_\_\_\_\_  
CAO, Tim Anderson

\_\_\_\_\_  
Staff Association President, Shelly Reed

\_\_\_\_\_  
HR, Kathy Weidhaas

\_\_\_\_\_  
Staff Association Past-President, Kevin Zach