

December 10, 2015



January 1, 2016- February 29, 2020

STAFF ASSOCIATION AGREEMENT

BETWEEN

**THE CORPORATION OF THE
CITY OF WATERLOO**

AND

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

WATERLOO, ONTARIO

January 1, 2016 to February 29, 2020

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This Agreement made this _____ day of _____, 2016, 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 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 members of the Association, such relations founded upon principles such as fairness, equity, respect, communication and competitive employment practices.

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 Commissioner, 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.

"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 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, 4.09 and 4.10 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.

Association Dues

- 4.07 As a condition of employment with the Corporation and as a condition of this Agreement, each 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.
- 4.08 As a condition of employment with the Corporation and as a condition of this Agreement, each 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.
- 4.09 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.
- 4.10 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 Member and each Social Member of the Association.
- 4.11 The due deductions set out in Article 4.10 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.
- 4.12 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 affect thirty (30) days after the said written notification.

New Members

- 4.13 The Corporation agrees to provide each new Member and new Management with a copy of this Agreement and any amendments thereto.
- 4.14 The Corporation agrees that a designate of the Association shall be permitted to welcome and orient new 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 to at the City of Waterloo.

Contract Employees

- 4.15 Contract positions in the Corporation that exceed an employment period of thirty-six (36) continuous months will become regular full-time/regular part-time positions. The Association must consent to an extension beyond thirty-six (36) months. A request to extend a contract beyond 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 thirty-six (36) month contract, the Corporation shall not post another contract for the same position for a minimum of twelve (12) months.

5.00 **SALARY SCHEDULE**

5.01 It is agreed that the annual salaries for the Association from January 1, 2016 to December 31, 2016 shall be as follows, based on a 1.700% cost of living adjustment effective January 1, 2016:

Salary Based on 35 Hour Work Week

Pay band	Start Rate						Job Rate
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
M	\$ 30,365.00	\$ 31,883.00	\$ 33,401.00	\$ 34,919.00	\$ 36,437.00	\$ 37,956.00	
L	\$ 35,742.00	\$ 37,529.00	\$ 39,316.00	\$ 41,103.00	\$ 42,890.00	\$ 44,677.00	
K	\$ 41,116.00	\$ 43,172.00	\$ 45,228.00	\$ 47,284.00	\$ 49,340.00	\$ 51,395.00	
J	\$ 46,491.00	\$ 48,816.00	\$ 51,141.00	\$ 53,466.00	\$ 55,791.00	\$ 58,114.00	
I	\$ 51,961.00	\$ 54,559.00	\$ 57,157.00	\$ 59,755.00	\$ 62,353.00	\$ 64,951.00	
H	\$ 57,335.00	\$ 60,202.00	\$ 63,069.00	\$ 65,936.00	\$ 68,803.00	\$ 71,669.00	
G	\$ 62,709.00	\$ 65,844.00	\$ 68,979.00	\$ 72,114.00	\$ 75,249.00	\$ 78,386.00	
F	\$ 70,253.00	\$ 73,776.00	\$ 77,299.00	\$ 80,792.00	\$ 84,305.00	\$ 87,816.00	
E	\$ 77,797.00	\$ 81,687.00	\$ 85,577.00	\$ 89,467.00	\$ 93,357.00	\$ 97,246.00	

Salary Based on 40 Hour Work Week

Pay band	Start Rate						Job Rate
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
M	\$ 34,703.00	\$ 36,438.00	\$ 38,173.00	\$ 39,908.00	\$ 41,643.00	\$ 43,379.00	
L	\$ 40,848.00	\$ 42,890.00	\$ 44,932.00	\$ 46,974.00	\$ 49,016.00	\$ 51,060.00	
K	\$ 46,990.00	\$ 49,339.00	\$ 51,688.00	\$ 54,037.00	\$ 56,386.00	\$ 58,737.00	
J	\$ 53,133.00	\$ 55,790.00	\$ 58,447.00	\$ 61,104.00	\$ 63,761.00	\$ 66,416.00	
I	\$ 59,384.00	\$ 62,353.00	\$ 65,322.00	\$ 68,291.00	\$ 71,260.00	\$ 74,230.00	
H	\$ 65,526.00	\$ 68,802.00	\$ 72,078.00	\$ 75,354.00	\$ 78,630.00	\$ 81,907.00	
G	\$ 71,667.00	\$ 75,250.00	\$ 78,833.00	\$ 82,416.00	\$ 85,999.00	\$ 89,584.00	
F	\$ 80,287.00	\$ 84,303.00	\$ 88,317.00	\$ 92,331.00	\$ 96,345.00	\$ 100,361.00	
E	\$ 88,910.00	\$ 93,356.00	\$ 97,802.00	\$ 102,248.00	\$ 106,694.00	\$ 111,138.00	

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, 2017 shall be increased by 1.500% as a cost of living adjustment.

5.03 It is agreed that the annual salaries for the Association effective January 1, 2018 shall be increased by 1.500% as a cost of living adjustment.

5.04 It is agreed that the annual salaries for the Association effective January 1, 2019 shall be increased by 1.600% as a cost of living adjustment. It is agreed that a cost of living adjustment of 1.63% will be applied from January 1, 2020 to February 29, 2020 to be prorated monthly.

5.05 A five percent (5%) increase shall be applied to a Member's existing rate of pay where an upward adjustment to a higher pay band occurs through Job Evaluation (the "JEA"). Where the five percent (5%) increase does not equal a step in the pay band, the Member's rate of pay will be adjusted to the nearest but higher step from the JEA in the following calendar year at the time of the annual performance appraisal process. Notwithstanding the foregoing, where a comprehensive Job Evaluation review is undertaken for the Staff Association, adjustments shall be phased in based on an implementation plan agreed to by the Association and the Corporation, acting reasonably.

6.00 **VACATION AND RECOGNIZED HOLIDAYS**

6:01 Members shall receive annual vacation with pay, accrued in accordance with the table below:

Years of Service at the Corporation	Full-Time Rate		Number of Vacation Days	Part-Time Rate/Hourly Rate
	Monthly Accrual 35 hr Schedule	Monthly Accrual 40 hr Schedule		
Hire - 2 years	5.833 hours / month	6.667 hours / month	10 days / year	4.000% hours worked / year
2 years	7.583 hours / month	8.667 hours / month	13 days / year	5.000% hours worked / year
3 years	8.750 hours / month	10.000 hours / month	15 days / year	5.769% hours worked / year
4 years	8.750 hours / month	10.000 hours / month	15 days / year	5.769% hours worked / year
5 years	9.333 hours / month	10.667 hours / month	16 days / year	6.154% 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 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 Member Vacation

6.03 Vacation for regular part-time 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. Members should use their annual vacation time (accrued in accordance with Article 6.01) to the full extent of their entitlement. 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) 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 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 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 Member during a leave from the City (including but not restricted to sick leave, parental/maternity leave, military leave). The 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 Member’s vacation bank).

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

6.08 Members (excluding Compliance & Standards Officers¹) will receive all Statutory Public Holidays and the following Recognized Holidays off:

Recognized Holidays	Statutory Public Holidays
Easter Monday	New Years 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 work day of a Member, the Corporation will designate an alternative day for the Member to observe as a paid day off. Saturday and Sunday are often unscheduled work days for Members.

Where a Statutory Public Holiday or Recognized Holiday falls on a scheduled work day of a Member, the 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 work day shall not apply.

¹ 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 Member² to work on a Recognized Holiday, subject to the terms and provisions of this Agreement.

² Article 6.09 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.10 The Corporation may request a Member³ to work on a Statutory Public Holiday, and the decision to work shall be at the discretion of the Member³, 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)*.

³ 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 Member to work on a Statutory Public Holiday to resolve the said emergency. If a 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 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.

Member Pay - Holidays Not Worked

6.12 For Members⁴ who do not work on a holiday as set out in Article 6.08, the said 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 Member's paycheck immediately prior to the said holiday or immediately after the said holiday:

"the 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)

⁴ Article 6.12 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

Member Pay - Holidays Worked

6.13 Where a regular full-time Member⁵ works their actual or designated Recognized or Statutory Public holiday as set out in Article 6.08, the Member shall be paid a premium pay of two (2) times the 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 Member and their Director. Holiday pay shall be included on the 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.

⁵ Article 6.13 excludes Compliance & Standards Officers. Such officers are referred to Article 11.05.

6.14 Where a regular part-time Member⁶ works their actual or designated Recognized or Statutory Public holiday as set out in Article 6.08, the Member shall be paid a premium pay of two (2) times the 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 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.

⁶ 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 24th and the following March 30th on a date agreed to by the Member and their Director / Manager.

Remembrance Day

6.16 If Remembrance Day falls on an unscheduled work day of the Member⁷, 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 Member and their Director / Manager.

If Remembrance Day falls on a regularly scheduled work day, 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.

⁷ 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 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 Member shall not record the time off as a "personal day" as set out in Article 7.05.

(c) 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 Member is required to work, the Corporation agrees that a qualified supervisor is required to supervise the 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 Member. If an emergency involves the public's health and well-being, a supervisor will be on site to supervise the Member. For the purpose of this Article, a supervisor is a qualified Commissioner, Director or Manager 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 Members that could fill the said positions) by May 1st of each year.

7.00 SICK AND OTHER LEAVE

Sick Leave

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

If the Member's sick bank contains insufficient hours to cover the sick leave, after twenty-six (26) consecutive weeks, the 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 Member's regular hours of work.

Illness During Scheduled And Approved Vacation | Overtime

- 7.02 (a) If a Member is ill during their scheduled and approved vacation and/or time off by means of accrued overtime, the 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 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 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 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 affect.

Accumulation of Sick Leave

- 7.03 In the event a 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. Members do not have short-term disability coverage under this Agreement.

Sick Leave Paid - Applicable To 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 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 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 Members hired on or after June 1, 1985.
 - (d) in the event of death, benefit coverage will be continued for the Member's spouse and dependants for twenty-four (24) continuous months from the date of Member's death.

Personal Time

- 7.05
- (a) Members will be entitled to use five (5) days per year of their accumulated sick leave for personal reasons. The Member is not required to disclose the specifics/reasons for the personal time taken in order to protect the Member's privacy. Personal time is not intended to supplement / extend vacation time or time off by means of accrued overtime.
 - (b) A 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 Member's sick bank.
 - (d) Personal Time shall be considered "personal emergency 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 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 Member's Commissioner as far in advance as possible and the granting of such leave must have the approval of both the General Manager and the Director of Human Resources.

Time Off - Birth of Child

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

Self Funded Leave

- 7.08 A 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 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 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 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 member's immediate family, the regular full-time and regular part-time member's 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 member's extended family, the regular full-time and regular part-time 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 include:

- Grandparent, step-grandparent, grandchild, step-grandchild
- any other relative of the member who is dependant on the employee for care or assistance

Friend/Pallbearer

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

A 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 member may access their remaining time in their Personal Leave Bank or access the balance of unpaid days under the Employment Standards Act, Personal Emergency Leave.

Notification Required

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 member's base rate. This benefit will not apply when the member is on an authorized leave of absence, sick leave, statutory holiday or scheduled time off (including Saturdays or Sundays). If a 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.

8.00 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 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 Member's benefit coverage. The Corporation hereby agrees to minimize such amendments to the extent possible.

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. 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 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 Member who has completed the qualifying period shall automatically join the Group Dental and Extended Health Care plan, unless the 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. 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 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 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. 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 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 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 65th 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 65th 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;
- (e) the benefits to be extended are the Staff Association Retiree Extended Health Care Plan and the Dental Plan set out in Schedule 'B' to this Agreement;
- (f) the Extended Health Care Plan and Dental Plan benefit set out in Article 8.09(e) shall apply to the retired Member, their spouse, and their dependants.

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 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 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 Member's performance evaluation shall be completed by:

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

Job Evaluation (Job E) and Competition Process

9.03 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 Member's current salary is higher than the minimum of the new pay band, then the Member's salary will be set at the step within the new pay band nearest (but higher) than the 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 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 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 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 Member but set out in the Member’s job description.
- (c) At the end of the acting, temporary assignment, or secondment term, the 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). Members engaged in an Acting position in a higher pay band for an accumulated period greater than 20 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 Member’s regular salary⁸, the temporary salary shall equal Step 1 (“start rate”) of the higher pay band or the Member’s regular salary⁸ multiplied by 1.05, whichever is greater;
 - ii.) where Step 1 of the higher pay band is less than the Member’s regular salary⁸, the temporary salary shall equal the mid-point between Step 3 and Step 4 of the higher pay band or the Member’s regular salary⁸ 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
- ⁸ The Member’s regular salary is their base salary prior to the commencement of the Acting position.
- (f) Members engaged in an Acting position in a lower or identical pay band shall maintain their regular salary⁸ (no change).
- (g) Overtime relative to Acting positions shall be calculated using the Member’s regular salary⁸. 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 Member are from a higher pay band, the Member engaged in the Temporary Assignment shall receive a temporary salary⁹ equal to the Member's regular salary¹⁰ 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 Member's Commissioner and Human Resources.
- ⁹ The temporary salary shall apply to each day the Member undertakes the Temporary Assignment, commencing on day one (1).
- ¹⁰ The 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 Member are from a lower or identical pay band, the Member shall maintain their regular salary¹⁰ (no change).
- (k) Overtime relative to Temporary Assignments shall be calculated using the Member's regular salary¹⁰. 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) Members engaged in a secondment in a higher pay band shall receive a temporary salary¹¹ equal to:
- i.) where Step 1 of the higher pay band is greater than the Member's regular salary¹², the temporary salary¹¹ shall equal Step 1 ("start rate") of the higher pay band or the Member's regular salary¹² multiplied by 1.10, whichever is greater;
- ii.) where Step 1 of the higher pay band is less than the Member's regular salary¹², the temporary salary¹¹ shall equal the mid-point between Step 3 and Step 4 of the higher pay band or the Member's regular salary¹² 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
- ¹¹ The temporary salary shall apply to each day the Member undertakes the secondment, commencing on day one (1).
- ¹² The Member's regular salary is their base salary prior to the commencement of the secondment.
- (n) Members engaged in a secondment in an identical band to their pay band shall maintain their regular salary¹² (no change), unless otherwise specified in the terms of the secondment.
- (o) Members engaged in a secondment in a lower pay band shall:

- i.) if voluntarily applied for by the Member, receive a temporary salary¹¹ as set out in the letter of employment for the secondment;
 - ii.) if the Corporation requests the Member to undertake the secondment and the Member voluntarily accepts the secondment, the Member's regular salary applies¹².
- (p) Overtime relative to secondments shall be calculated using the 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 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 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 Member in a job share leaves the employment of the City, the job share shall automatically be at an end and the other Member in the job share shall assume the regular full-time position;
 - (e) 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) Members shall be filled with a contract;
 - (g) upon the expiration of the approved job share, the Members shall return to their regular full-time positions;
 - (h) notwithstanding Article 9.05(g), the 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 Member may be offered a regular part-time position subject to employment terms and provisions agreed to by both the Commissioner and the Member;
 - (i) notwithstanding Article 9.05(g), a Member may elect not to return to their regular full-time position upon the expiration of the approved job share. If the 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 Members or those Members new to their position in Salary Band M to I shall be three (3) months from the date of hire or until the 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 Members or those Members new to their position in Salary Band H to E shall be six (6) months from the date of hire or until the 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 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 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) 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 Member, and shall be in general accordance with the Member's letter of employment with the Corporation unless otherwise agreed to by the Member. In the event the Corporation proposes a change to one or more Member's schedule of work hours, the Corporation agrees to meet with and consult the Association's President together with the affected 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 Member. Where an existing forty (40) hour standard work week is reduced to a thirty-five (35) hour standard work week, the 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 Facilities - core hours are based on the Hours of Work requirements of the 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)
- (e) Licensing & Standards Officers-will be scheduled for 8 hour shifts between 8:00 a.m. and 6:00 p.m. (Monday to Friday)

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

Compressed | Flex-Time Work Schedules

11.03 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 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 Member to work a standard number of weekly hours within fewer days, resulting in an earned day off;
- (c) flex-time and/or compressed work schedules are voluntary;
- (d) 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 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 Member's Commissioner, in consultation with the 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 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 Member(s) of any proposal to terminate a flex-time or compressed work schedule;
- (j) flex-time requires the Member to be present between the core hours of their facility, with the exception of their approved lunch period;
- (k) if a Member is granted permission to work a compressed schedule, the Member shall remain on the schedule for the entire year unless Article 11.03(i) applies;
- (l) compressed days earned through a compressed work schedule cannot be banked, but may be occasionally exchanged if approved by the Member's Director / Manager;
- (m) should the Director / Manager require an individual to work on their compressed 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.

Alternative Work Schedules

11.04 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 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 Member, in consultation with the Association's President;
- (d) granting permission to work an alternative work schedule shall be at the discretion of the 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 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 Member(s) of any proposal to terminate an alternative work schedule;
- (f) if a Member is granted permission to work an alternative work schedule, the 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 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.

Lunch Break

11.07 The lunch break of 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

- 11.08 A fifteen (15) minute rest period shall be granted to all Members between their start time and lunch break of each regular working day. A fifteen (15) minute rest period shall be granted to all 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 Member's start time or end time to shorten their work day, or to a Member's lunch break to extend their lunch break.

12.00 OVERTIME

Right to Bank or Request Payout for Overtime

- 12.01 Members shall have the right to bank overtime to be taken at a time mutually agreed to by the Member and his/her Director / Manager or request payment for any authorized overtime worked subject to the terms and provisions of this Agreement:
- (a) Members 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) where the Member requests payment for any authorized overtime worked beyond the thirty-five (35) hours banked, the overtime shall be paid out on the next bi-weekly pay.
 - (c) Members are encouraged to use their accumulated overtime for time-off, and the Member and the Director/Manager will make reasonable efforts to schedule time off.
 - (d) 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 paid out by the Corporation not later than the second pay in February and at the pay rate at which it was accrued.
 - (e) The payment deadline of December 31 as set out in Article 12.01(d) shall be extended by an additional twelve (12) months if a written request is submitted to and approved by the Member's Director, the said request to be submitted to the Director not later than December 31. The extended overtime should be used as time in lieu within the twelve (12) months. Where the extended overtime is not used within the twelve (12) months, it shall be automatically paid out by the Corporation. The Director shall notify their Commissioner and Human Resources of the extension forthwith after approving a Member's request to extend carried forward overtime by an additional twelve (12) months.
 - (f) 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 Member is obligated to work overtime due to a previously scheduled meeting, including a council/committee meeting, said Member shall inform their Manager/Director.

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 Members of the Association consistently with respect to overtime.

Overtime Rates

12.04 Regular Full-Time

All authorized hours worked each day exceeding a Member's approved work schedule shall be added to the 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 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 eleven dollars (\$11.00) unless a meal is otherwise provided.

Overtime - Leave

12.08 Overtime shall not be used by a Member during a leave from the City (including but not restricted to sick leave, parental/maternity leave, military leave). The 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 Member's overtime bank).

13.00 CALL-IN

Definition - Call-in

13.01 Call-in shall apply when the Corporation calls a Member to return to a municipal work site or city facility from an off-site location outside of the 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 Member, nor part of planned authorized overtime.

Call-in Credited as Overtime

- 13.02 In the event any Member is called in during off duty hours, the 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 Member is called in during off duty hours, the 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 Member is on standby and called in to work, the Member shall receive both call-in pay and standby pay in accordance with this Agreement.

14.00 STANDBY PAY

- 14.01 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 dollars (\$50.00) per day, to a maximum of \$290.00 per week in 2016 and 2017

(b) fifty-five dollars (\$55.00) per day, to a maximum of \$300.00 per week in 2018 and 2019

For clarity, a 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.

- 14.03 If Management or a person authorized by Management communicates by telephone, email, or other means directly with a Member designated by the Corporation to be on standby to obtain information or advice on a work related matter, the Member shall receive a payment equal to one (1) hour of work at their regular rate, and the said payment shall cover all subsequent communications within a 60 minute period.

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 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 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 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 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.

Damaged Clothing At Work

16.05 Recognizing the potential for certain hazards at work, Members who damage their clothing when undertaking the work of the Corporation may make a claim for re-imbusement, 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 four hundred (\$400) 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 Member who is a tradesperson to store their tools within close proximity to the 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 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 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 members first. For greater clarity, if a job becomes available where the terms of employment would require the successful candidate to be a member of the Association, it is agreed that qualified existing 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, 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 & Temporary Positions

- 19.03 Any secondment or temporary assignment for more than six (6) months shall be posted internally for a minimum of seven (7) business days, with eligibility to qualified Association members first. If a non-union or non-management secondment or temporary assignment becomes available with a term of six (6) months or more, it is agreed that qualified existing 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 15th 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 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 Member who has occupied their position for a minimum of six (6) months who feels that there has been a substantial change in the job duties and responsibilities of their position, shall advise their manager. The Manager/Director and Member will discuss the changes and when the Manager/Director agrees that the changes are substantial, the 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 member and their Manager/Director disagree that there has been substantial changes to the job and that it should be re-evaluated, the member, Manager/Director, H.R. representative and Staff Association Member of the JJEMC (not from the Member's department) will meet to determine if the changes are substantial enough to proceed to re-evaluation.

When the Member completes a job fact sheet, they provide it to their Manager/Director who will approve it within calendar thirty (30) 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 one (1) representative from Human Resources, two (2) members appointed by Staff Association and one other member appointed by the corporation. The Association Executive and management agree that the chosen Staff Association 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 members of the committee.

20.00 WORKPLACE MANAGEMENT

Employment Not Guaranteed

20.01 It is understood by the Association that the Corporation does not guarantee employment to any 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 Member to an equal paying position / vacancy in the Corporation that they are qualified to perform
 - retraining and redeployment of the Member within the Corporation
- (c) 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 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 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 Member's skills and/or abilities required to perform his/her 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 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 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 Member at their earliest convenience, within five (5) business days of the 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 Member's Commissioner.

Step 2: Failing satisfactory resolution of the concern/issue at Step 1, the 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 Member along with a representative of the Association's Executive shall request a meeting with the 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 Member within three (3) business days of the above meeting.

Step 3: If the Member is not satisfied with the response obtained in Step 2, the 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) 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 members of the *Conflict Resolution Committee* and the Member presenting the concern/issue to the Corporation.

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 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 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 Member within two (2) working days of the 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 2016 to the last day of February 2020, 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, 2019 shall be provided to initiate negotiations for a new employment agreement between the Association and the Corporation. Such notice shall be:

From	To
Chief Administrative Officer or Chief Human Resources Officer	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 not later than September 15, 2019. 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.

DATED in Waterloo, Ontario this _____ day of _____, 2016 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"

MEMBER BENEFITS

BENEFITS	2016	2017	2018 / 2019/ Jan-Feb 2020
Member Life Insurance (up to age 70) (see note below #1)	2 x annual earnings	2 x annual earnings	2 x annual earnings
Dependant Life Insurance (Spouse) (up to age 70) (see note below #1)	\$10,000.00	\$10,000.00	\$10,000.00
Dependant Life Insurance (Child)	\$5,000.00	\$5,000.00	\$5,000.00
Long Term Disability (up to age 65) (see note below #2)	70% of monthly earnings Maximum \$5,000/month	70% of monthly earnings Maximum \$5,000/month	70% of monthly earnings Maximum \$5,000/month
EXTENDED HEALTH CARE			
Drug: Pay Direct	100% Reimbursement	100% Reimbursement	100% Reimbursement
Dispensing Fee	\$10.00	\$10.00	\$10.00
Vision (see note below #3)	\$450 / 24 months	\$450 / 24 months	\$450 / 24 months
Hospital - ward to semi-private	100% Reimbursement	100% Reimbursement	100% Reimbursement
Supplementary Health Care	100% Reimbursement	100% Reimbursement	100% Reimbursement
Registered Nurse	\$25,000 / 36 months	\$25,000 / 36 months	\$25,000 / 36 months
Physiotherapist	\$850 / year	\$850 / year	\$850 / year
Massage Therapist	\$1,100 / year	\$1,100 / year	\$1,100 / year
Psychologist	\$300 / year	\$300 / year	\$300 / year
Health Aids (see note below #4)	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges
Miscellaneous Eligible Dental Expenses (see note below #5)	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges
Out-of-Province Hospital Referrals	\$75 / day for 60 days	\$75 / day for 60 days	\$75 / day for 60 days
Chiropractor	\$450 / year	\$450 / year	\$450 / year
Osteopath	\$300 / year	\$300 / year	\$300 / year
Naturopath	\$325 / year	\$325 / year	\$325 / year
Podiatrist or Chiropodist	\$325 / year	\$325 / year	\$325 / year
Orthopedic Shoes	\$150 / year	\$150 / year	\$150 / year
Hearing Aids	\$700 / 3 year	\$700 / 3 year	\$700 / 3 year
Hearing Tests	\$75 / 3 years	\$75 / 3 years	\$75 / 3 years
Fertility Therapy / Drugs	\$2,000 / lifetime	\$2,000 / lifetime	\$2,000 / lifetime
Out-of-Province Insurance	100% Reimbursement during the first 60 days of travel (life- time maximum \$1,000,000)	100% Reimbursement during the first 60 days of travel (life- time maximum \$1,000,000)	100% Reimbursement during the first 60 days of travel (life- time maximum \$1,000,000)
DENTAL INSURANCE			
Preventive Services	No maximum	No maximum	No maximum
Endodontic Services	No maximum	No maximum	No maximum
Periodontal Services -Refer to Note 6	No maximum exception * Note 6	No maximum exception * Note 6	No maximum exception * Note 6
Denture Repairs	No maximum	No maximum	No maximum
Dentures	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500
Crowns	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500
Bridges	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500
Orthodontic	50% to a life-time maximum of \$3,250	50% to a life-time maximum of \$3,250	50% to a life-time maximum of \$3,250

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

Notes to Benefits Chart

- Note 1. Notwithstanding anything to the contrary in this Agreement, life insurance coverage shall cease on the individual's 70th birthday.
- Note 2. Notwithstanding anything to the contrary in this Agreement, Long-term Disability coverage shall cease on the Member's 65th birthday.
- Note 3. "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 Member and insured dependents over age 18 (12 month period for an insured dependent under age 18).
- Note 4. "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 5. "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 6 Periodontal scaling will be limited to a maximum of 10 units per calendar year.

SCHEDULE "B"

RETIREE BENEFITS (see note below #1)

BENEFITS	2016	2017	2018/2019/Jan-Feb 2020
EXTENDED HEALTH CARE			
Drug: Pay Direct	100% Reimbursement	100% Reimbursement	100% Reimbursement
Dispensing Fee	\$10.00	\$10.00	\$10.00
Vision (see note below #2)	\$450 / 24 months	\$450 / 24 months	\$450 / 24 months
Hospital - ward to semi-private	100% Reimbursement	100% Reimbursement	100% Reimbursement
Supplementary Health Care	100% Reimbursement	100% Reimbursement	100% Reimbursement
Registered Nurse	\$25,000 / 36 months	\$25,000 / 36 months	\$25,000 / 36 months
Physiotherapist	\$750 / year	\$750 / year	\$750 / year
Massage Therapist	\$840 / year	\$840 / year	\$840 / year
Psychologist	\$300 / year	\$300 / year	\$300 / year
Health Aids (see note below #3)	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges
Miscellaneous Eligible Dental Expenses (see note below #4)	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges	100% Reimbursement of reasonable and customary charges
Out-of-Province Hospital Referrals	\$75 / day for 60 days	\$75 / day for 60 days	\$75 / day for 60 days
Chiropractor	\$350 / year	\$350 / year	\$350 / year
Osteopath	\$300 / year	\$300 / year	\$300 / year
Naturopath	\$300 / year	\$300 / year	\$300 / year
Podiatrist or Chiropodist	\$300 / year	\$300 / year	\$300 / year
Orthopedic Shoes	\$150 / year	\$150 / year	\$150 / year
Custom Made Orthotics (see note below #5)	100% Reimbursement	100% Reimbursement	100% Reimbursement
Hearing Aids	\$700 / 36 months	\$700 / 36 months	\$700 / 36 months
Hearing Tests	\$75 / 3 years	\$75 / 3 years	\$75 / 3 years
Fertility Therapy / Drugs	\$2,000 / lifetime	\$2,000 / lifetime	\$2,000 / lifetime
Out-of-Province Insurance	100% Reimbursement during the first 60 days of travel (lifetime maximum \$1,000,000)	100% Reimbursement during the first 60 days of travel (lifetime maximum \$1,000,000)	100% Reimbursement during the first 60 days of travel (lifetime maximum \$1,000,000)
DENTAL INSURANCE			
Preventive Services	No maximum	No maximum	No maximum
Endodontic Services	No maximum	No maximum	No maximum
Periodontal Services	No maximum	No maximum	No maximum
Denture Repairs	No maximum	No maximum	No maximum
Dentures, Crowns, Bridges	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500	50% to an annual combined maximum of \$1,500
Orthodontic	50% to a life-time maximum of \$3,250	50% to a life-time maximum of \$3,250	50% to a life-time maximum of \$3,250

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

Notes to Benefits Chart

Note 1. Retiree benefits shall cease on the Member's 65th 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 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. Custom made orthotics must be prescribed by a physician, podiatrist or chiropractor/chiroprapist.

Note 6 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")

UNDERSTANDING

1. The parties hereto agree that, notwithstanding the shift premium provisions set out in Article 15.01 of the January 1, 2016-February 29, 2020 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
 - Tony McCoy, 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 _____, 2016 A.D.

CAO, Tim Anderson

Staff Association President, Shelly Reed

Director HR, Karen Boa

Staff Association Past-President, Kevin Zach



SCHEDULE "C"

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")

This letter of agreement supercedes the Letter of Agreement dated October 31, 2012 (schedule c).

To confirm the Corporation's position on Market Salary Survey initiatives within the City of Waterloo that affect the Association, the parties agree to the following:

1. The Corporation agrees the Market Salary Survey will be initiated after the conclusion of the Staff Association Job Evaluation project. The Job Evaluation project will commence in 2016. Any applicable amendments to salary structure placements as a result will be effective upon completion of both projects.
2. A Market Salary Survey committee will be formed by the Corporation to establish the terms of reference for the Market Salary Survey, and to review and comment throughout the survey process on its components, implications, and conclusions. The Corporation agrees that a representative(s) of the Association's Executive (or one or more Members of the Association appointed by the Association's Executive) will sit on the said Market Salary Survey committee.

DATED in Waterloo, Ontario this _____ day of _____, 2016 A.D.

CAO, Tim Anderson

Staff Association President, Shelly Reed

Director HR, Karen Boa

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")

COMPRESSED/FLEXTIME WORK SCHEDULES

UNDERSTANDING

The Corporation and the Staff Association agree to form a Joint working committee to establish decision making criteria for evaluating application requests for Compressed/Flex-time work schedules. Said committee shall include members from the Staff Association executive and the Corporation. The current application form shall be amended to include written rationale for denying an application, if that is the outcome.

DATED in Waterloo, Ontario this _____ day of _____, 2016 A.D.

CAO, Tim Anderson

Staff Association President, Shelly Reed

Director HR, Karen Boa

Staff Association Past-President, Kevin Zach



LETTER OF UNDERSTANDING #4

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 37.27 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 \$200.00 credit will be applied for 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 _____, 2016 A.D.

CAO, Tim Anderson

Staff Association President, Shelly Reed

Director HR, Karen Boa

Staff Association Past-President, Kevin Zach



LETTER OF UNDERSTANDING #5

BETWEEN

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

-and-

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

EMPLOYEE WELLNESS INITIATIVE

UNDERSTANDING

The Corporation agrees to provide a designated room at the City Hall location to be utilized as an employee exercise room. The following terms will apply.

1. A room at the City Hall location will be designated by June 1, 2016 for the purpose of an employee exercise room.
2. A one-time payment of \$3000.00 will be provided by the Corporation to be allocated for exercise equipment for the designated room.

DATED in Waterloo, Ontario this _____ day of _____, 2016 A.D.

CAO, Tim Anderson

Staff Association President, Shelly Reed

Director HR, Karen Boa

Staff Association Past-President, Kevin Zach