



Region of Waterloo



## **COLLECTIVE AGREEMENT**

between

**THE REGIONAL MUNICIPALITY OF WATERLOO**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1656 (Part-Time)**

January 1, 2022 to December 31, 2024



## CUPE LOCAL 1656 PART-TIME

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This Agreement made this 16<sup>th</sup> day of August, 2022

between:

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

- and -

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

### **Article 1 - Purpose**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Region and its employees. It is the desire of the parties to co-operate in maintaining a harmonious relationship between the Region and its employees and the Union and to provide means for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

### **Article 2 - Recognition**

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

## 2.02 Use of Volunteers

The parties agree that where the Region wishes to use volunteers in any areas other than tree planting, the clean up of roadside litter under the "Adopt-a-Road" program or the Neighbourhood Litter Clean-up along the North Railway Spur, their use and placement shall require the mutual agreement of the Region and the Union.

## 2.03 Supervisor and Bargaining Unit Work:

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

## 2.04 No Lay-off Due to Contracting Out

Without restricting its right to determine the methods by which municipal services are to be provided, the Region agrees that no permanent employee shall be laid off from work as a result of contracting out present work or services of a kind presently performed by its employees. For clarification layoff is defined as per the Employment Standards Act.

## 2.05 Individual Employee Agreements Prohibited

The terms of this Agreement are to be upheld by the Region and the Union, and as such, no employee shall be permitted or required to make any verbal or written agreement with the Region or its representatives, which might conflict with the terms of this Agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union executive. The Region shall not negotiate any terms or conditions of employment with employee(s).

## **Article 3 - No Discrimination**

3.01 The Region and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Region or by the Union or by any of their representatives with respect to any employees by reason of race, colour, age, handicap, sex, sexual orientation, marital status, national origin, political or religious affiliation, nor by reason of membership or non-membership, lawful activity or non-activity in a trade union.

### **3.02 Workplace and Sexual Harassment**

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

#### **a) Definition of Sexual Harassment**

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

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

Note: Normal workplace banter may not necessarily be construed

as sexual harassment.

b) Interpersonal Conduct

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

- c) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically go forth to the next step.
- d) An employee shall, at all times, retain their right to lodge a complaint under The Ontario Human Rights Code (1981). In the event the employee lodges a formal complaint under The Human Rights Code, the grievance procedure shall be discontinued immediately.
- e) The Region agrees that the information and training regarding sexual harassment is essential and will undertake to work jointly with the Union on all training and information measures. The Region agrees to make all Regional employees aware that violations of this Article will be subject to disciplinary action.

**Article 4 - Check-off of Union Dues**

4.01 Deduction of Union Dues

There shall be a compulsory check-off of union dues from all persons who are employees of the Region to which this Agreement applies. The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution and By-Laws. The Director of **Labour Relations & Emergency Management** or designate shall be notified in writing forty-five (45) calendar days prior to any required change in deductible assessments.

#### 4.02 Remission of Union Dues

Such deductions will be made every pay by the Treasurer of the Region, and shall be forwarded to the National Secretary-Treasurer, CUPE, 1375 Boul St. Laurent Blvd, Ottawa, Ontario, K1G 0Z7, not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. The list shall indicate total accumulated deductions for all employees and indicate the total regular wages for the bargaining unit and any other union dues information that is required by the Union and is available to the Employer. A copy of the list shall be sent to the Secretary-Treasurer of the CUPE Local 1656. For new employees such deductions shall commence in the first full bi-weekly pay period immediately following the date on which the employee is hired.

4.03 The Union shall indemnify and save the Region harmless with respect to all dues so deducted and remitted.

#### 4.04 T-4 Slips

The Region will include the amount of union dues deducted from employees, on the T-4 slips.

### **Article 5 - Membership in the Union**

5.01 All employees of the Region as outlined in Article 2, shall be eligible for union membership on a voluntary basis.

5.02 The Region agrees to acquaint new employees with the fact that a union agreement is in effect. New employees shall be presented with a copy of this Agreement.

#### 5.03 New Employee and Orientation to Union

It is further agreed that the Region will notify the Union Secretary in

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

#### 5.04 Membership List

The Employer agrees to provide an electronic list of the names, phone numbers and addresses of present Employees of the bargaining unit **on the 15<sup>th</sup> day monthly to a Union email**. The Union will keep this information confidential and use the information for Union business only. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information and for any inaccuracies in the information.

### **Article 6 - Management Rights**

6.01 The Union recognizes the right of the Region to:

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

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

c) Select, hire, discipline, discharge, transfer, assign to shifts, schedule overtime, promote, demote, classify, layoff, recall, suspend and retire employees, and select employees for positions excluded from the bargaining unit, provided that no employee shall be transferred out of the bargaining unit against the employee's wishes, and further provided that a claim of discriminatory promotion, demotion, transfer, classification, discipline or suspension, or a claim by employees that they have been discharged or disciplined without cause, may become the subject of a grievance and be dealt with as herein provided;

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

### **Article 7 - No Strikes or Lockouts**

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

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

## **Article 8 - Seniority**

8.01 Seniority is defined as the length of service with the Employer in the CUPE Local 1656 Part Time bargaining unit.

### 8.02 Probationary Period

- a) Employees shall be probationary employees until they have been continuously employed by the Region for:
- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6,
  - ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

Continuous employment for the purpose of probation excludes up to five (5) corporate mandatory training days.

Upon completion of the probationary period, the employees' names shall be placed on the seniority list and their seniority shall be based on their date of last hire. Employees who have not completed their probationary period may be discharged without cause at the discretion of the Region and the discharge shall not be subject to the grievance or arbitration procedure.

b) The probationary period can be extended by mutual agreement in writing between the Region, the Union, and the affected employee.

### 8.03 Seniority List

The Region shall maintain a seniority list showing the date upon which each permanent part time employee's continuous service with

the Region commenced from the most recent hire date within Local 1656 and any "adjusted seniority date". Employees names shall be listed in descending order according to their respective "most recent hire date". An up-to-date copy of this list will be given to the Union twice each year in the months of June and December and a copy posted on all approved bulletin boards.

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

#### 8.04 Role of Seniority - Promotion and Lay-off

- i) Seniority shall operate and govern on a bargaining unit wide basis provided that the senior employee possesses the necessary skill and ability to perform the work available. For job postings, the candidate selected shall be the senior employee possessing the necessary skill and ability to perform the work available, with a two (2) working day orientation period and no training. In the event of a lay-off, the concept of the last employee hired shall be the first laid off and the last employee laid off shall be the first requested to return, will be followed, and provided the senior employee possesses the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training. The orientation period shall provide an opportunity for the Region to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. If a specific position(s) is to be laid off, then the employee(s) in the specified position(s) will be laid off and they in turn shall be permitted to bump into any other less senior position in accordance with the criteria established in this Clause. Employees shall be allowed to bump to a higher paid classification.

ii) Notice – Permanent Lay-off

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

iii) Notice – Temporary Lay-off

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

iv) In the event an employee is laid off or bumped from their position and that position becomes vacant within thirty-six (36) months of the employee's date of lay-off or bump, said employee shall be offered that position before it is posted or offered to another employee.

b) Layoff Protection for Union Executive

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

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

c) Notice of Lay-off to Union

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

8.05 Seniority Determination when Hired on Same Date

Where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the Region and the Union. The random draw shall be conducted as soon as possible after the completion of the employee's probation period. The affected employees and a member of the Union executive shall be present with a representative of Human Resources at the random draw. The results of the random draw shall be recorded and signed by those in attendance, and a notation shall appear on the seniority list.

8.06 Seniority Accumulation – Layoff or Authorized Leave of Absence

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

8.07 Loss of Seniority and Termination

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

a) Voluntary resignation;

b) Discharge for cause not reversed through operation of the grievance procedure;

c) Continuous non-employment including lay-off, but not including sickness, accident or authorized leave of absence for a period of time equal to the length of seniority at the time of lay-off or for a period of twelve (12) months, whichever is less;

d) Continuous non-employment while in receipt of LTD or WSIB benefits for a period of time equal to the length of seniority at the time of commencement of absence, or for a period of thirty-six (36) months, whichever is the lesser.

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

i) The registered or certified notification shall be deemed to be received on the third (3rd) calendar day after the date of mailing.

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

iii) An employee who has complied with ii) above will have a further five (5) working days from the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the said five (5) working days referred to in ii) above that they are unable to return to work within

the prescribed time for a legitimate reason acceptable to the Region, will not have their name struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

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

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

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

a) The promotion or transfer of employees to positions outside the bargaining unit but within the Region's employment is not covered by this Agreement, and shall not be subject to the terms of this Agreement except that such employees will continue to pay union dues. The Region will notify the Union in writing of all such promotions and transfers. Should the employee return within sixty (60) working days to a position which is subject to this Agreement such employee shall be given the seniority credit they had at the time of the promotion or transfer outside of the bargaining unit provided they return to their former position if such position is still available or in the event such position is not available to another similar position.

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

b) Any temporary assignment of a bargaining unit member to a non-bargaining unit position in excess of sixty (60) working days but no longer than fifteen (15) months shall require the prior mutual agreement of the parties in writing. Such employees will be given their seniority credit they had at the time of the transfer upon their return to the bargaining unit. For further clarity, no seniority will accumulate

while in the non-bargaining unit position, no union dues will be deducted and all rights under the Agreement will be waived while in the non-bargaining unit position. The Union shall not unreasonably withhold agreement to the temporary assignment where the employer agrees to backfill the union position from the start of the temporary non-bargaining unit assignment and for the full duration of the assignment.

Subject to Article 9, an employee hired to backfill for an employee in a temporary non-bargaining unit position shall be defined as a temporary full-time employee and will not acquire seniority for the duration of the temporary non-bargaining unit assignment. Upon return of the employee in the temporary non-bargaining position to the bargaining unit, all employees within the bargaining unit affected by any backfilling shall revert to their original positions.

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

d) Promotion/Transfer between Full-time and Part-time Units

The promotion or transfer of part-time or full-time employees to positions in either the CUPE Local 1656 full-time or part-time Collective Agreements is covered by this Agreement. The transfer of seniority between these bargaining units shall be calculated as follows:

- i) A part-time employee who is selected for a full-time position covered by CUPE Local 1656 full-time Collective Agreement shall receive credit for seniority earned in the part-time bargaining unit on the basis of 2080 regular hours being equal to one (1) year of service. For periods of less than one (1) year, the number of hours shall be prorated on the basis of eight (8) hours per day and five (5)

days per week with any period of less than eight (8) hours counting as one (1) day. The resulting seniority shall be converted to a date and posted to the CUPE Local 1656 full-time seniority list.

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

#### 8.09 Seniority from other Organizations

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

#### 8.10 Transfer into Bargaining Unit – Probationary Period

When a Regional employee who does not come under the scope of Local 1656, obtains a position that does come under the scope of Local 1656 without interruption of continuous service, the employee will serve a probationary period of exactly one-half (1/2) of the probationary period established in the then current Local 1656 Collective Agreement. Seniority will not be obtained until after satisfactory completion of the probationary period and backdated to the most recent hire date within Local 1656. If the employee had not completed the probationary period in the previous position, then the unused portion will be added on to the one-half (1/2) period indicated above, however, the combined total shall not exceed the probationary period established in the then current Local 1656 Collective Agreement.

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

## 8.11 Resignation of Employment

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

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

## **Article 9 - Job Vacancies**

### 9.01a) Posting of Vacancies

The Region will post for five (5) working days a notice of a new position or vacant position showing the department, the number of vacancies, the type of position and location for the initial hours of work, any required knowledge and/or education, skills, shift and wage rate, according to the job description for the position, in order that the employees may have the opportunity of making written application for such positions. A copy of all job postings shall be sent to the Recording Secretary of the Union.

### b) Priority for Employees on Lay-off

No new employee(s) will be hired until consideration is given to any laid off employees.

### c) Priority of Applicants for Vacancies/Postings

Subsequent to interviewing qualified bargaining unit employees for vacancies, other qualified Regional applicants will be considered in the following sequence:

- i) probationary employees (part-time unit)

- ii) full-time employees from full-time 1656 unit
- iii) temporary employees (part-time unit)
- iv) other Regional employees.

d) Full-time Access to Part-time Positions

Full-time employees shall be allowed to apply for part-time positions covered by the part-time CUPE Local 1656 Collective Agreement, and shall be governed by the applicable terms of this Collective Agreement, and Articles 8.07 b) and 9.01 d) of the full-time Collective Agreement.

e) Simultaneous Advertisement

The Region may advertise internally and externally simultaneously, however, no external applications will be forwarded to the Hiring Manager until the internal hiring process has been completed.

f) i) Applying for Vacancies/Postings

Employees wishing to apply for a posted position shall do so by using the internal application form as agreed between the parties. Employees must identify in the application and/or attached information how they are qualified to perform the position in order to be screened in for the competition. Employees who make application for a position shall not be required to submit a resume with the application form in order to be considered for the position.

ii) Interview Questions

All interview questions will be relevant to the qualifications, skills and abilities needed to perform the duties of the position. The Region shall ensure that uniform interview questions are asked of all applicants for the position. Upon request, the Region will supply the applicant with a summary of their own screening or interview results.

### iii) Selection for Positions

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

### iv) Cancellation or Amendment of Posting

If the Region cancels or amends a posting for a position after applications are received and the posting is re-issued at a later date, the applications received from the cancelled or amended job posting will be considered provided:

a) not more than three (3) months time has elapsed since the initial cancelled or amended job posting and,

b) the applicants to the initial cancelled or amended job posting are deemed to be qualified for the amended job posting in accordance with article 8.03 a) i).

The Union will be advised of any cancelled or amended job postings at the time of such cancellation or amendment.

g) No person or employee shall be hired into a position in the bargaining unit while continuing to hold a full-time position with the Regional Municipality of Waterloo.

### h) Posting in Same Classification – No Trial Period

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

If an employee accepts the job offer for the new work location or shift following the familiarization session, the parties agree that the employee will not be required to undergo the trail period, (i.e. 15 and 25 day period), as referenced in article 9.05 a) i).

9.02a) Successful Applicant - Extension of Start Date

Employees who are successful in their application for a job posting in accordance with the provisions in this Collective Agreement can only get an extension of whatever start date is required by the Region, if the employee makes written request to the Commissioner, Human Resources or designate stating reasons that in the opinion of the Region are acceptable. A written reply will be given to the employee. Any extension granted will not exceed a once only maximum period of forty (40) working days under any circumstances.

b) Unsuccessful Applicant - Explanation

An unsuccessful senior applicant, if requested of the Commissioner, Human Resources or designate in writing, will receive a written explanation of the choice made, provided the written request is actually received in the Human Resources Department, within five (5) working days from the date the employee is notified of being unsuccessful.

9.03a) Filling of Temporary Vacancies:

When the Region determines there is a need to fill a temporary vacancy, such as those caused by an employee's absence owing to accident, injury, illness, vacation, leaves of absence and temporary transfer, a temporary vacancy of less than four (4) months shall be filled for the duration of the temporary vacancy on a rotational basis starting with the most senior qualified employee.

b) More Than 4 Months:

Temporary vacancies in the full-time bargaining unit that still exist at the end of the four (4) month period (as set out in Article 9.03 b) of the full-time collective agreement) where no full-time employee has been

selected shall be made available to qualified part-time employees on the basis on seniority.

c) Employees successful to a temporary vacancy of more than four (4) continuous months as a result of an employee's absence owing to accident, injury or illness shall remain in the temporary vacancy, subject to agreement from the Union and such agreement shall not be unreasonably withheld; until such time as the absent employee returns to work or the position is filled permanently.

d) Following completion of the full-time temporary vacancy period, the part-time employee shall return to their former position, work location and shift without loss of seniority. Subject to article 8.06 c), the employees returning to work following any of the absences listed above shall be returned to the position, work location and shift they held prior to the start of the absence.

In the event that their position no longer exists returning employees will be able to bump any less senior employees upon their return, but must possess the necessary skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i. Employees shall be allowed to bump to a higher paid classification. In the event the returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

e) Subject to Clause 8.06 c) it is understood that returning employees will be able to bump any other less senior employee upon their return, but must already possess the necessary skill and ability to perform the work available, with a five (5) working day orientation period and not training as defined in Article 8.03 a) i). Employees shall be allowed to bump to a higher paid classification. In the event the returning employee cannot bump any other employee, the returning employee will automatically be considered on layoff.

#### 9.04 Temporary Assignment During Posting Procedure

Nothing in this Article shall be construed as restricting the right of the Region to temporarily assign an employee to a job which qualifies for posting of a permanent position, a temporary vacancy in excess of four (4) months as per article 9.03 b), or a pregnancy, parental or adoption leave of four (4) months or more, for a period not exceeding forty-five (45) calendar days, until the posting procedure has been complied with, and arrangements have been made to promote the employee selected to fill the vacancy and to be assigned to the job concerned. The Region may extend a temporary assignment during the posting procedure, subject to agreement from the Union and such agreement shall not be unreasonably withheld.

#### 9.05a) i) Job Posting Trial Period

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

#### ii) Trial Period – Return to Position

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

## b) Restriction on Re-Applying for Job Posting

It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for a posted job for a period of six (6) months from the date of official acceptance notification to the employee permission is received from the Commissioner of Human Resources and Citizen Service or designate.

## 9.06 Posting of Job Selections

The Region agrees to post on all approved bulletin boards, the outcome of all job postings within fifteen (15) working days of the expiration date of the posting. The Region will, within thirty (30) working days of a position becoming vacant, notify the Union, in writing, if the vacancy is not to be filled.

The timelines for filing grievances under Article 8.03 a) i) shall be deemed to commence with the date the list of the outcomes of all job postings is posted on the respective boards at each location.

## 9.07 New or Changed Job Classification

The procedure for the rating of current, new or changed job classifications in the bargaining unit is provided in articles 7.2 and 10.2 of the Joint Job Evaluation Plan Terms of Reference in Appendix "D".

## **Article 10 - Correspondence**

10.01 All correspondence between the parties arising out of the Agreement or incidental thereto, shall pass to and from the Director, **Labour Relations & Emergency Management** or designate of the Region, and the President and Recording Secretary of the Local Union, with a copy to the Region's Director of **Labour Relations & Emergency Management**, the part-time bargaining unit's contact person and The Canadian Union of Public Employees, 1120 Victoria Street North, #204, Kitchener, Ontario, N2B 3T2.

## **Article 11 - Union Representation**

11.01 The Region agrees to recognize the following representatives of the Union:

- a) a Bargaining Committee of not more than three (3) employees from the part-time unit,
- b) a Grievance Committee of not more than three (3) employees from either the part-time unit or the full-time unit of Local 1656,
- c) two (2) Stewards from the part-time unit to represent part-time employees from the Waste Management Division and the Airport.

If a Steward is unavailable, an alternate steward may be selected by the employee needing assistance from among the available stewards or from the top five (5) officers of Local 1656. The alternate chosen should be from the nearest location.

The Union shall provide the Region with a list of such representatives and shall keep such list up-to-date at all times. The Region shall provide the Union with a list of its supervisors and administration by July 1st of each year.

- d) Employees will not have to report for regular duties prior to any authorized negotiation, conciliation or arbitration meeting that occurs three (3) hours or less following the normally scheduled starting time of their shift. An employee would be required to report for work in an emergency.

### 11.02 Steward Exclusions

Probationary employees shall not be eligible to serve as stewards or union committee members.

### 11.03 CUPE Representative Access to Premises

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

### 11.04 Duties and Pay of Union Representative

The Stewards and the Committee members shall not leave their work to investigate or process any grievance or to meet with the Region without the prior consent of their supervisor and the consent of the supervisor(s) of the employee(s) they wish to assist. Consent of the supervisor will not normally be granted for requests to conduct union business on Saturdays, but otherwise shall not be unreasonably withheld. It is understood that the stewards are required to efficiently perform their regular job duties and will not be absent from regular duties unreasonably. In accordance with this understanding, representatives of the Union who are granted time off during their regular work period to investigate or process any grievance or to meet with the Region on Union business, shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

### 11.05 Union/Management Committee

Meetings of a Union/Management Committee comprised of not more than two (2) employees covered by this Agreement and the Region may be held as required in conjunction with the Local 1656 Full-time Union/Management meetings at times to be mutually arranged, but not normally more often than once a month. The party requesting the meeting shall submit a list of matters it wishes to discuss. Such meetings are for the purpose only of discussing matters of mutual interest and for the free exchange of information. It is not the intent of this provision to replace or circumvent the grievance procedure contained in this Agreement.

## Article 12 - Grievance Procedure

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

### Step 1

Within ten (10) working days of the circumstances giving rise to the grievance have occurred, the grievor, accompanied by their Steward, shall meet with their Supervisor, Assistant Manager or Manager, thereby providing an opportunity to adjust their grievance. Such grievance shall be discussed with the Supervisor and Assistant Manager or Manager. The steward shall identify the nature of the grievance and the article of the collective agreement that is alleged to have been contravened. The Supervisor, Assistant Manager or Manager shall deliver a written response to the Chief Steward within five (5) days of the grievance meeting.

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

### Step 2

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

The Director of **Labour Relations & Emergency Management** or designate shall convene a meeting, which would include the Commissioner or designate and appropriate management, and a maximum of four union representatives (to be chosen from the grievance

committee and the area steward), and the grievor, within fifteen (15) working days from the date on which the grievance is received by the Director of **Labour Relations & Emergency Management** or designate. The written decision shall be delivered to the Chief Steward within five (5) working days from the date on which the meeting was held under Step 2.”

Management agrees to move the special notes to follow the opening paragraph in 12.01 should that make it clearer.

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

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

## 12.02 Time Limit for Grievance

The Region may, at its discretion, refuse to consider a grievance, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to raising the grievance at Step 1.

## 12.03 Policy Grievance

Any difference arising directly between the Region and the Union involving the interpretation, application or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance commencing at Step 2 of the grievance procedure.

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

#### 12.04 Referral of Grievance to Arbitration

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

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

#### 12.05 Grievance Replies in Writing

It is agreed that grievances and replies to grievances shall be in writing at Step 2. The grievance of an employee or a group of employees that has been settled at Step 1 to the satisfaction of the grievor(s) cannot be subsequently processed by the Union through the remaining steps of the grievance and arbitration procedures.

#### 12.06 Agreements Reached through Grievance Procedure

All agreements reached under the grievance procedure between the representatives of the Region and the representative of the Union will be final and binding upon the Region and Union and the employee(s).

#### 12.07 Grievance Adjustments

No adjustment affected under the grievance procedure or arbitration procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.

## 12.08 Where no Reply – Refer to Next Step

Where no answer is given to the grievor(s) within the time limit specified in the grievance procedure, the grievor(s) shall be entitled to submit the grievance to the next step of the grievance procedure.

## 12.09 Working Day

Working day as used in this Article and the discharge article, shall mean a day other than Saturday, Sunday or a specified paid holiday.

## 12.10 Time Limit and Disposition

A grievance that is not submitted to the next step within the time limits shall be deemed to be settled and disposition shall be as per the reply given at the preceding step.

## 12.11 Extension of Time Limits

The time limits fixed in both the grievance and the arbitration procedures, may be extended only by mutual consent in writing of the parties to this Agreement.

## 12.12 Lay-off Grievances

Any grievances involving a notice of lay-off, or denial of a bump shall be filed at Step 2 of the grievance procedure.

## 12.13 Grievance Mediation:

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

## **Article 13 - Representation, Discipline, Suspension and Discharge**

### 13.01 Union Representation

a ) i) An employee shall be accompanied by a union representative at any meetings in which he/she believes disciplinary action may be discussed.

ii) Where an employee is required by the representatives of the Region to attend any investigation meeting regarding the conduct of another employee, the Region will contact the Union in advance of the meeting. For the purposes of clarity, the parties agree that this article does not pertain to meetings regarding operational issues or matters that will be dealt with through letters of counsel.

b) i) No employee will be disciplined in any manner without the presence of a Union representative.

ii) If an employee is to be suspended or discharged, the Region shall ensure that the employee is accompanied by the President, and the Chief Stewards or designates at such disciplinary meetings.

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

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

c) Removal of Disciplinary Documents from Employee's File

No disciplinary document shall be placed on the employee's file which has not been first shown and a copy given to the employee. An employee, or their representative, shall have the right to have access to, make copies, and review their personnel file. The employee shall have the right to respond to any document on the personnel file, and such reply shall be part of the record. All disciplinary letters, including letters recording verbal warnings and documents related to the discipline shall be removed from the employee's file after twenty-four (24) months.

d) Copies of Disciplinary Documents

A copy of all disciplinary letters shall be sent to the President and the Recording Secretary of the Union.

e) Notification of Complaints

The Region and the Union agree that discipline, if it is necessary, is intended to be corrective and not punitive. The parties also agree that discipline should be issued to the employee in a timely manner. The Region shall notify an employee in writing of any written expression of dissatisfaction concerning their work within ten (10) working days of the receipt of such complaint by Management. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record. In the event that a written report is required by the employee, the employee will be given a copy of any written complaint while protecting the identify of the complainant.

f) Letters of Counsel

Letters of counsel shall not be used by the Region as the basis for discipline as a part of progressive discipline or to affect the employee's promotional opportunities. Letters of counsel and their content shall not be used by the Region in any arbitration hearing. As the parties agree that letters of counsel are non-disciplinary, the Union agrees that such

letters of counsel shall not form the basis of a grievance. Letters of counsel shall not be placed on an employee's file.

A copy of all letters of counsel shall be sent to the Chief Steward.

g) Copies of Accident Reports

When the Police are involved in a motor vehicle accident investigation and provide the Region with a police report to the Region concerning an employee, upon request the Region shall provide the employee with a copy of such accident report.

13.02 Suspension and Discharge Grievances

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

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

13.03 Criteria for Transfer

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

### 13.04 Workplace Infractions/Suspensions

In recognition of the varying standard hours of work existing within the workplace, for disciplinary infractions that receive automatic suspension, one day shall be equivalent to eight (8) hours.

### 13.05 Investigation Update

**In the event any investigation undertaken by the employer or by a third party and that investigation takes longer than six (6) weeks, the Employer will provide the union with an update on the process and the anticipated time required to complete the investigation.**

## Article 14 - Arbitration

14.01a) It is agreed by the parties that any difference of opinion relating to the interpretation, application, administration or alleged violation of this Collective Agreement, which cannot be settled after exhausting the grievance procedure, shall be settled by arbitration as defined in this Article. It is understood that any question as to whether a matter is arbitrable may also become the subject for arbitration.

b) In recognition of the long standing and accepted practice of the parties, when either party decides that any differences will be submitted to arbitration, that party shall make such request in writing addressed to the other party to this agreement, and at the same time shall submit the names of three (3) sole arbitrators for consideration.

c) If the party receiving the request for arbitration cannot agree with the names of the sole arbitrators submitted, within fifteen (15) full working days thereafter, the party shall submit the names of three (3) additional sole arbitrators for consideration of the party who originated the request.

d) Thereafter the parties shall exchange the names of sole arbitrators and will attempt to come to mutual agreement on the selection of a sole arbitrator.

- e) If the parties are unable to agree upon the selection of a sole arbitrator, either party may then request the Minister of Labour to appoint a sole arbitrator in accordance with the intent of Section 48 (4) of the Labour Relations Act, Ontario.
- f) In the alternative to the selection of a sole arbitrator, where the parties mutually agree to any differences to a Board of Arbitration such difference shall be settled in accordance with Section 48 (2) of the Labour Relations Act, Ontario.

14.02 No person shall be selected as an Arbitrator who:

- a) is acting, or has been in the period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor or counsel of either of the parties.
- b) has any pecuniary interest in the matters referred to the Arbitrator.

#### 14.03 Arbitration Expenses

The parties will jointly share the expenses of the Arbitrator, if any.

#### 14.04 Extension of Time Limits

The time limits fixed in both the grievance and the arbitration procedures, may be extended only by mutual consent in writing of the parties to this Agreement.

#### 14.05 Access to Witnesses and Region Premises

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator have access to any part of the Region's premises to view any working conditions which may be relevant to the settlement of the grievance.

#### 14.06 Decision of Arbitrator

The decision of the Arbitrator shall be binding on both parties. The Arbitrator shall not have any power to alter, modify, amend or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, or to add any new provisions, nor to give any decision which is inconsistent with the terms and contents of this Agreement.

#### 14.07 CUPE Representative

It is agreed that a representative of C.U.P.E. may be present at all stages of the grievance and arbitration procedures if requested by either party.

#### 14.08 Proper Carriage of Grievance

No matter may be submitted to arbitration which has not been properly carried through the grievance procedure within the time limits prescribed in this Agreement, unless otherwise mutually agreed upon in writing by the parties.

#### 14.09 Pay for Arbitration

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

### **Article 15 - Specified Holidays**

#### 15.01 Entitlement

a) Each employee who has completed ninety (90) calendar days or more continuous service, is entitled to nine (9) paid specified holidays regardless of the day on which the holiday occurs and subject to this Article.

The holidays to which this will apply are:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Family Day

Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

b) Part-time employees shall not normally be required to work on specified holidays in preference to full-time employees, but in the event that there are insufficient full-time employees available to work the specified holiday(s) part-time employees may be requested to work the specified holiday and shall be governed in accordance with Articles 15.02, 15.03 and 15.05.

#### 15.02 Absence Before and After Holiday

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

#### 15.03 Scheduled Work on Holiday

Where a part-time employee works on a specified holiday they shall receive one and one times their regular hourly rate for all hours worked, and where they are otherwise entitled to the specified holiday, an additional day's pay.

#### 15.04 Not Scheduled to Work on Holiday

Employees who are not on their regularly scheduled day off but who are scheduled off in recognition of the holiday on the actual day of the specified holiday shall, if called in, receive their regular day's pay for the holiday and in addition shall receive one and one half times (1/2) their

regular rate for all hours worked subject to the call-in provisions of this Collective Agreement.

15.05 Scheduled work on Holiday

Employees who are regularly scheduled to work and do work their full shift on a statutory holiday shall if called in, receive one and one half (1/2) times their regular rate for all call-in hours worked that occur within the twenty-four (24) hour calendar day of the holiday; and subject to the call-in provisions contained in the Collective Agreement.

**Article 16 - Vacation**

16.01 Vacation Pay Entitlement

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

Length of Service

Vacation Entitlement

Less than three (3) years of continuous service.

Four percent (4%) of gross pay.

Not less than three (3) years of continuous service but less than seven (7) years of continuous service.

Six percent (6%) of gross pay.

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

Eight percent (8%) of gross pay.

Not less than fifteen (15) years

Ten percent (10%) of

of continuous service but  
than twenty-three (23) years  
of continuous service.

less gross pay.

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

Twelve (12%) percent  
of gross pay.

#### 16.02 Granted Time Off for Vacation

In addition to vacation pay, regularly scheduled part-time employees shall be granted time off work for vacation. The employee shall make their request to their supervisor and such request shall be granted providing it can be accommodated.

#### 16.03 Vacation – July, August and September – 2 weeks

Subject to 16.02, not more than two (2) consecutive weeks vacation may be taken at a time, during the months of July, August and September. However, if the holiday(s) of another employee(s) is not affected in any way and efficient operation can be maintained, the Region will allow a longer vacation than two (2) consecutive weeks during the three (3) months stipulated in this Clause.

Not more than one (1) Saturday, one (1) Friday and one (1) Monday may be taken as vacation per month in the months of July, August and September (excluding full weeks of vacation) may be requested unless otherwise indicated by the immediate supervisor in the work unit.

#### 16.04 Vacation Scheduling

Vacations will be scheduled at such time of the year as is found most suitable considering both the wishes of the employee and the Region; however, they will be scheduled in such a manner as to provide a fair distribution of the number of employees absent at any one time.

## 16.05 Preference of Vacation – Before February 1

Employees with the greater length of service within each work site will have first choice of vacation dates, provided they indicate their preference before February 1<sup>st</sup> in order that the vacation schedule may be posted by February 28<sup>th</sup> for the period of March 1<sup>st</sup> to December 31<sup>st</sup> of that year.

### b) Preference of Vacation – After February 1

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

## 16.06 Vacation Pay - Temporary Part-time Employees

Vacation pay for temporary part-time employees shall be four percent (4%) of earnings. Vacation pay for permanent and temporary employees shall be calculated, added and paid for each pay period.

## **Article 17 - Leave of Absence**

### 17.01 Union Leave

a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Region to employees elected or appointed to represent the Union at union conventions or seminars and provided such leave of absence does not interfere with efficient operations. Such time shall not exceed ten (10) working days in any calendar year and not more than one (1) employee shall be permitted to be absent at any one time. Such requests shall be in writing from the Secretary of the Local to the Director, **Labour Relations & Emergency Management** or

designate as far in advance as possible and shall contain the names of the appointed employees plus dates of the meeting.

b) Leave for Negotiations

The Region shall grant leave of absence without loss of pay, OMERS contributions (if applicable) or service credits to members of the union negotiating committee who participate in negotiations.

c) Continuation of Wages

The Region shall continue the wages of employees on union leave of absence and the Union shall reimburse the Region for wages paid to union representatives or members where such leave is without pay. The Region shall invoice the Union every two (2) months for any requested and approved Union leaves of absence taken in the previous two (2) months. Should the Region be unable to meet this requirement the Region shall request an extension from the Union. Such approval shall not be unreasonably withheld.

d) Leave for CUPE Position

When an employee is elected or appointed to office or a staff position with The Canadian Union of Public Employees, upon request, he/she shall be granted a leave of absence without pay and without loss of seniority or OMERS contributions (if applicable) for up to two (2) years. During such leaves of absence, wages and OMERS contribution (if applicable) shall be kept whole by the Region and the Union agrees to reimburse the Region for such wages and the Region's contribution to OMERS (if applicable).

e) Return from CUPE Leave

The employee agrees to notify the Region of the employee's intention to return to work within two (2) weeks following termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may

be terminated or laid off by the Region as required, or be transferred to the employee's previous position, if the substitution was a transfer.

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

### 17.02 Personal Leave

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

Personal leaves of absence will not be authorized unless the employee has first used all vacation, banked time and lieu time. Provided this condition has been met, reasonable requests for unpaid leaves of absence will be considered and will not be unreasonably denied.

### 17.03 Jury Duty

a) Permanent part-time employees who are required to serve as jurors or witnesses in any court, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of the jury or witness service such employee shall present to their department head a certificate satisfactory to the Region, showing the period of such service. Such employees will be paid their full salary or wage for the period of such jury or witness service provided they shall deposit with the Commissioner, Human Resources or designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.

#### b) Jury Duty Expenses

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

## 17.04 Bereavement Leave

Leave of absence with pay shall be granted to an employee who is scheduled to work, and shall not be paid for those days the employee was not scheduled to work, for the purpose of arranging and/or attending a funeral or memorial service as follows:

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

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

own grandparent	2 days
spouse's grandparent	2 days
own grandchild	3 days
spouse's grandchild	2 days
brother-in-law	3 days
sister-in-law	3 days
daughter-in-law	3 days
son-in-law	3 days

## Pregnancy, Parental/Adoption and Paternity Leave

### 17.05 a) Pregnancy Leave

An employee will be granted unpaid pregnancy leave, upon written request two (2) weeks prior to the leave beginning, and certification of a medical practitioner. The leave shall be granted for any period of up to

seventeen (17) weeks immediately preceding the expected date of delivery stated on the certification. Total length of pregnancy leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

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

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

The employee shall continue to accumulate seniority during said pregnancy leave. If an employee is participating in OMERS, the Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contribution, on an approved form provided to the employee by the Region.

#### b) Parental Leave/Adoption Leave

An employee will be granted unpaid parental leave for a period up to and including **sixty-one (61) or sixty-three (63) weeks**, upon request and verification of:

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

An employee who does not take pregnancy leave will be granted up to **sixty-one (61) or sixty-three (63) weeks** of parental leave, upon request and the verification of i) and ii) above.

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

Parental leave must begin no more than **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the Region with at least two (2) weeks written notice of the date the leave is to begin. The employee shall continue to accumulate seniority during said parental leave. If an employee is participating in OMERS, the Region's contribution to OMERS will only be continued provided the employee gives the Region written notice that the employee will pay the employee's contributions, on an approved form provided to the employee by the Region.

#### c) Paternity Leave

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

### 17.06 Employment during Leave of Absence

Employees shall be deemed to have voluntarily quit their employment with the Region if: they take other gainful employment which interferes with their ability to report for work at the Region in accordance with their conditions of employment upon hire, or take gainful employment during absence from work due to illness, injury or authorized leave of absence, without prior written permission from the Commissioner, Human Resources or designate. The purpose of this Clause is not to restrict an employee from continuing employment entered into prior to the illness, injury or authorized leave of absence or commencing employment outside of what would normally be considered the employees' scheduled working hours.

## 17.07 Education Leave

Subject to the approval of the department head or the designated appropriate supervisor, an employee may attend courses, workshops, seminars and other similar professional meetings which are job related, without loss of pay, benefits, and/or seniority. The Region will pay the required registration fees, travel and subsistence expenses in accordance with Regional policies, upon presentation of required receipts.

Whenever possible, the Region will prepay registration fees.

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

### 18.01a) Part Time Hour of Work, Breaks,

Employees shall not be regularly scheduled to work less than (3) three hours or more than eight (8) hours per day and (24) twenty-four hours per week.

#### b) Paid Meal Period

There will continue to be an eight (8) hour work day inclusive of a paid thirty (30) minute meal period. The thirty (30) minute meal period is inclusive of any wash-up time and will be taken at the job site or another Regional site designated by management after consultation with the employees. The parties agree that such site shall have access to washroom facilities.

#### b) Maximum Hours and Vacation

Scale Operators at landfill sites and rural transfer stations who take vacation time on Saturdays will have this time counted towards their twenty-four (24) hour maximum for scheduling purposes. (ie employees who take eight (8) hours of vacation time on a Saturday will only be permitted to be scheduled up to a maximum of sixteen (16) hours from Monday to Friday of the same week the vacation is taken.

## Schedules

18.02 a) Scheduled hours of work shall be posted at least two (2) weeks in advance. In the case of a change in the posted shift at the request of the Region with less than forty-eight (48) hours notice for shift changes, the employees so affected shall be paid time and one half (1/2) of their regular straight time pay for the first shift of the new schedule. Notice shall mean advance notice on the bulletin board when the employee is scheduled or personal or telephone confirmation with the employee. Such premium shall not apply when the change is requested by an employee and consented to by the Region. An employee who has worked overtime will not be required to take time off in lieu of payment. In the case of a change in the schedule or the posted hours of work, the Region agrees that such a change will not be made solely to prevent overtime payments.

### b) Introduction of New Shifts

No new shifts shall be introduced and no existing shifts shall be changed without thirty calendar days advance notice to the Union.

In Signs and Markings advance notice to the Union is not required for a change to a shift of less than one (1) month when the change is mutually agreed upon by the supervisor and the employees, subject to agreement from the Union and such agreement shall not be unreasonably withheld.

### c) New Shifts – Seniority Preference

If the Region decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past, or where the Region proposes to create different shifts it shall do so in accordance with 18.02 b) then the Region shall give senior employees preference as to their choice of shifts. No senior employee shall be placed on a shift or have their shift changed while there are qualified employees with less seniority to be placed on the shift that the Region proposes to create or

in which it proposes to place employees. Notwithstanding the above, the Region has the right to establish a rotation system if it considers it necessary to do so, subject to consultation with the Union.

d) The parties agree that the primary purpose of part-time employees is to provide the Region with flexibility to enable the Region to meet its operational requirements during peak periods and extended hours, and when full-time employees are not available for their regular schedule due to vacation, leaves of absence, illness or injury.

Current part-time employees will be given the opportunity of working any additional hours to a maximum of twenty-four (24) hours in a week before the Region hires any additional part-time employees.

e) All available hours of work exceeding eight (8) hours per week per employee will be scheduled by seniority at the Waterloo and Cambridge reporting centres.

i) Cambridge and Waterloo reporting centres are treated separately for scheduling purposes as follows:

- Waterloo includes the Waterloo Landfill, New Dundee and Crosshill sites.
- Cambridge includes the Cambridge Landfill and Ayr sites.

ii) Employees are permanently assigned to one of the following reporting sites:

Waterloo Landfill  
Waterloo Landfill/New Dundee  
Crosshill  
Cambridge Landfill  
Cambridge Landfill/Ayr

iii) If sufficient employees cannot be obtained at either the Cambridge or Waterloo site to fill the available hours, the available hours will be

offered by seniority to employees at the other reporting centre (Cambridge and Waterloo) following the posting of a volunteer sign up sheet at the Cambridge and Waterloo sites on May 1 and November 1 of each year.

### 18.03 Breaks and Wash Time

A ten (10) minute rest period shall be granted to all employees during each half of their daily shift with such times at the discretion of their immediate supervisor. Rest periods will be taken on the job site or another Regional site designated by management after consultation with the employees. Breaks must be taken only as the exigencies of proper operations allow.

A wash-up time of ten (10) minutes will be allowed at the termination of each full shift worked, where justified by the work and there is no impact to the operation.

### 18.04a) Reporting for Work

Regularly scheduled employees who report for work at the regular starting time, who have not previously been notified not to report, and who are laid off for any reason - such as inclement weather, equipment failure or material shortage - will receive pay for a minimum of four (4) hours at their regular rate of pay. For employees who are not regularly scheduled, they shall be paid a minimum of three (3) hours at their regular rate of pay.

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

### b) Reporting Late

It is expected that employees report to work on time. Employees who

report late for their shift shall not be deducted any pay for a period of less than five (5) minutes. Pay will be deducted for periods of lateness of five (5) minutes or more.

## **Article 19 - Premium Pay and Allowances**

### **Overtime**

#### **19.01a) Definition of Overtime**

All hours worked in excess of the normal work day, the normal work week or on a specified holiday, shall be considered as overtime and shall be paid for at the rate of time and one-half (1 1/2). Work performed on specified holidays will be paid at time and one-half (1 1/2) the basic rate, plus a regular day's pay.

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

#### **b) Application of Overtime Rates**

Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular shift. Should overtime exceed fifteen (15) minutes the foregoing payment shall be retroactive to the commencement of the overtime period. Overtime worked that terminates within fifteen (15) minute periods shall be paid to the nearest exact fifteen (15) minutes that is longer.

#### **c)i) Offering and Distribution of Overtime**

It is agreed that any overtime opportunities will first be offered to available qualified permanent full-time employees in accordance with article 19.01 e) except where the overtime is continuous with the employee's regular work day and lasts no longer than one and one half (1 1/2) hours beyond the end of the employee's regular work day, the permanent part time employee performing the work will first be asked to complete the work. If the overtime work lasts longer than one and one half (1 1/2) hours or is declined by the employee performing the

work during the employee's regular work day, it shall be offered to permanent full time employee(s) in accordance with Article 19.01 e). If a sufficient number of qualified permanent full-time employees and qualified probationary employees cannot be obtained, then the Region may offer the extra work to permanent part-time employees posted to temporary full-time positions then to temporary full-time and, then part-time employees, and failing this to anyone else selected by the Region.

Any work which is a matter of emergency or urgency, which is not continuous with the employee's regular work day, shall be offered in accordance with Article 19.03. The Region will distribute overtime opportunities fairly among available qualified employees as set out in 19.01 e).

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

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

ii) Full-time Preference on Holiday

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

iii) Application of Overtime in Region Operations

The following general rules will apply in respect to the awarding of overtime in accordance with Article 19.01 c) i).

Overtime rotation lists shall be in order of seniority commencing with the most senior employee. Overtime shall be offered to the most senior employee first. The next overtime opportunity shall be offered to the next

most senior employee on the list. If an employee accepts, refuses or is unavailable the overtime opportunity will be marked against them and offered to the next employee on the list. This list will be reset annually on January 1<sup>st</sup>.

1. Each operations section shall be governed by the principle covering that section\* as specified below.

2. **The Roads Section, Traffic Signals Section, Signs and Markings Section, Operations Programs Section, and Forestry and Horticulture Sections shall be seen as five (5) distinct operations. These five (5) operations shall be considered as part of Transportation Operations for the purpose of overtime and overtime distribution**

3. All overtime is subject to the ability of employees to meet qualifications of the classifications required.

#### 4. Landfill

i) Cambridge and Waterloo treated separately.

ii) Landfill employees wishing to be offered overtime within their own classification and outside their classification shall sign up annually by December 1 for overtime opportunities commencing January 1.

iii) Overtime shall be distributed on a rotational basis within each landfill site (ie. Waterloo, Cambridge).

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

## 5. Airport

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

### d) When Overtime Shall Not Apply

Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when employees are scheduled to work Saturdays and Sundays to enable them to complete a full work week or when a change of scheduled shifts is arranged between employees, and is approved by the Region, which may necessitate employees working hours in excess of their normal work week.

### e) When Employee Not Available for Overtime

Persons on sick leave **will not be considered for overtime for the remainder of that calendar day** except under emergency conditions. **An employee on sick leave whose shift overlaps two (2) calendar days will not be considered for overtime for a period of twenty (24) hours from the beginning of the shift they call in sick for.**

f) Part-time employees as defined in article 26 shall be entitled to overtime payment for any work in accordance with this article.

### g) No Guarantee and No Pyramiding

Standard hours of work, as outlined herein are stated only for calculating overtime and shall not be construed as a guarantee of any minimum or any maximum hours to be worked. Overtime and premium payments shall not pyramid in any circumstances.

## 19.02 Shift Premium

- a) Employees, excluding employees in Waste Management working the second (afternoon) shift or the third (night) shift will receive a shift premium for all hours worked while on said shifts. Shifts shall be defined as follows:
  - i) Monday to Friday afternoon shift - starting on or after 11:00 a.m. but before 9:00 p.m.;
  - ii) Monday to Friday night shift - starting on or after 9:00 p.m. but before 4:00 a.m
- b) Shift premium shall not be paid regular Monday to Friday day shift hours. Shift premiums will not apply where the overtime premiums do apply. When employees work overtime as a continuation of their day shift or are called in outside of their normal hours, they shall not receive shift premiums.
- c)i) Shift premium payment for the afternoon shift shall be as follows:

**\$1.75 per hour worked, effective January 1, 2022**  
**\$1.75 per hour worked, effective January 1, 2023**  
**\$1.85 per hour worked, effective January 1, 2024**

  - ii) Shift premium payment for the night shift shall be as follows:

**\$1.75 per hour worked, effective January 1, 2022**  
**\$1.75 per hour worked, effective January 1, 2023**  
**\$1.85 per hour worked, effective January 1, 2024**
- d) Employees in Waste Management shall receive a shift premium for straight time hours worked between 3:00 p.m. and 6:00 a.m. as follows:

**\$1.75 per hour worked, effective January 1, 2022**

**\$1.75 per hour worked, effective January 1, 2023**  
**\$1.85 per hour worked, effective January 1, 2024**

- e) Where possible to do so, employees shall be scheduled to work eight (8) hour shifts.

### 19.03 Call-in

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

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

### 19.04 No Stand-by Requirement

No employee shall be required or expected to standby or make himself/herself available at home to be called in. In the event that, during the term of the Collective Agreement, the Region may require part-time employees to standby, the terms, conditions and amount of compensation shall be those that exist in Articles 19.04 of the full-time CUPE Local 1656 Collective Agreement.

### 19.05 Meal Allowance

A meal allowance of **thirteen (\$13.00)** dollars (effective **August 18, 2022**) is payable to an employee if they work:

- a) three (3) or more hours continuous with the regular working day;

or

b) if an employee is called into work without at least eight (8) hours notice and they work five (5) continuous hours. A meal allowance will be paid for each additional five (5) continuous hours of overtime an employee works.

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

### Temporary Assignments

#### 19.06 a) Rate of Pay

Permanent employees called upon to perform duties in a higher rated classification for less than half shift shall be paid at the rate of the higher classification for all hours actually worked. If the employee works for more than half of the shift in the higher rated classification they will be paid at the rate of the higher rated classification for the whole shift. Should employees be assigned to a lower rated job, their rate of pay shall not be changed. This clause shall not be used to demote an employee for disciplinary purposes.

#### b) Holiday Pay while on Assignment

Employees shall be paid for the holiday according to the classification of the job they were performing on the working day immediately prior to said holiday.

#### c) Union Representatives

Union representatives as listed in Article 11.01 a) who have been temporarily assigned to perform duties in a higher rated classification and are subsequently required by the Region to attend a Union meeting or Health and Safety meeting, shall be paid at the higher rated classification for the whole of the shift.

#### d) Seniority Preference on Assignment

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

### **Article 20 - Absence From Work**

#### 20.01 Notification

Employees who are unable to assume their duties on any working day, must notify their supervisor of their absence prior to the commencement of each shift.

#### 20.02 Provision and Payment of Medical Certificates

a) An employee who is absent by reason of illness and whose absence is in excess of three (3) consecutive working days, shall be required to furnish a medical certificate from a duly qualified physician, oral surgeon or chiropractor for each such absence; this certificate is to be submitted to the supervisor/manager by the employee no later than the end of the pay period following that in which the absence occurs.

An employee who is absent by reason of illness, injury or accident and whose absence is in excess of three (3) consecutive working days, may be required to furnish a medical certificate from a duly qualified physician, oral surgeon or chiropractor for each such absence; this certificate is to be submitted to the supervisor/manager by the employee upon return to work.

b) A period of absence longer than five (5) working days requires a medical certificate from a duly qualified physician.

c) Employees must notify their supervisor/manager of their intention to return to work not later than one hour before the start of their shift. Employees returning to work following illness, injury or accident will endeavour to give such notice at least one full working day before their return.

d) In this Article, where the Region requests or requires the employee to supply a medical certificate to verify any illness, and where the employee incurs a cost for such medical certificate, the Region agrees to reimburse the employee for 50% of the cost of such certificate to a maximum of \$10.00.

### 20.03 Referral to Medical Examiner

a) The Region shall have the right, at any time, to require that an employee who is, or has been absent on account of sickness, injury or accident be examined by a physician selected by the Region (which may include the employee's own physician), for the purpose of getting a medical certificate attesting to the ability of the employee to return to their regular part-time duties.

b) Nothing restricts the right of the Region to have an employee, who is absent on account of illness, be examined by a medical examiner selected by the Region, however, the Region agrees to permit an employee to be examined by their own physician first, provided their own physician can supply the Region with the medical information requested within two (2) weeks of such request.

### 20.04 Details of Medical Certificate

The medical certificates required in Clause 20.02 must attest to the ability of the employee to return to their duties. Where there are any restrictions or limitations to an employee's ability to perform their full part-time duties, the provisions of article 20.05 apply.

## 20.05 Rehabilitation and Modified Work and Modified Duties

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

### a) Return to Work and Job Security

i) An employee, who remains off work because of illness, injury or a WSIB claim, shall retain and continue to accumulate seniority.

ii) Should an employee be capable of performing the essential duties of their former position, the Region shall return the employee to their former position. Should an employee on sick leave, L.T.D. or W.S.I.B who is capable of returning to work, but not capable of returning to their former position, the Region, Union and employee shall cooperate in the accommodation process. In the event the Region is unable to reassign the employee to a suitable and vacant position, the employee shall have the right to bump a less senior employee into an equal or lower classification, provided the employee possesses the necessary skill and ability to perform the work in the position with a five (5) working day orientation period and no training. In exceptional circumstances, where both parties agree a training period may be considered.

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

### b) Modified Duties

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

ii) Objectives of the program:

- to restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
  
- to provide an employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
  
- to accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job which has been jointly determined to meet the capabilities and limitations, as established by the employee's attending physician(s) or examiner(s).

iii) Definitions:

Modified Work

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

Suitable work

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

c) Access to the Program

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

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

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

e) The Modified Work Program Procedure

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

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

f) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.

g) The modified work assignment must be productive and meaningful to both the affected employee and the Region. The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s) or examiner(s).

h) The employee will not be assigned to any overtime work during the modified work program unless such overtime work has been authorized by the attending employee's physician(s) or examiner(s).

## **Article 21 - Safety/Workers' Compensation**

### **21.01a) Employer and Employee Obligations**

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

### **b) Occupational Health and Safety Committee**

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

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

c) Core Committee

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

21.02 Workers' Compensation

a) Copy of Form 7

The Region shall provide the Union President with a copy of the Employer's Report of Injury or Disease (Form 7) when submitting same to the Workplace Safety & Insurance Board (W.S.I.B).

b) Continuation of Seniority

An employee receiving Workers' Compensation payments shall accumulate seniority.

c) Re-instatement of Employee

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

### 21.03 Safety and Security of Employees

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

### 21.04 Notifications of Incidents/Accidents

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

## **Article 22 - Clothing & Equipment**

- 22.01a) Employees are required to keep Regional clothing and footwear issues in good repair.
- b) Gloves shall be supplied for all employees when conditions require the use of gloves.
- c) Rainwear shall be issued once and be maintained by the employee. In the event that the rainwear is worn out or becomes otherwise non-serviceable, the employee shall exchange the defective rainwear for a new one.
- d) Rubber boots will be supplied when conditions require their use. Galoshes will be supplied. Rubber galoshes, buckled, with light felt type lining, will be issued for winter use, to be worn over the work shoes. Worn out boots and galoshes must be exchanged for new issues.
- e) Coveralls will be supplied and laundered as required.
- f) Arc Flash wear shall be issued when required and be maintained

by the employee. In the event the Arc Flash wear is worn out, the employee shall exchange it for a new issue.

## 22.02 Clothing Issue and Point Formula

a) Regional employees will select their clothing issue using the Work Clothing Order Form. All clothing ordered must be ordered in the approximate size of the employee. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal 60% of the current cost of the standard issue which is defined as:

- i) four (4) long sleeve cotton shirts, supplied once per year
- ii) three (3) pairs of pants(men's cotton), supplied once per year
- iii) one (1) jacket (twill lined), supplied once every two (2) years
- iv) one (1) winter coat issued when required, exchanged for a new issue when worn out.

The resulting formula for establishing the total points allowed is the sum of the costs of items i) to iii) below.

- i) the current average cost of a long sleeve cotton shirt x 4.
- ii) plus the current average cost of one pair of pants (men's cotton) x 3.
- iii) plus the current average costs of one (1) jacket (twill lined) divided by 2

The total points will be amended from year to year, prior to the issuing of the clothing order forms, to reflect any cost changes to the items in the formula outlined above.

Each new part-time employee will receive one parka in addition to their clothing allocation in their first year of employment.

The total points will be amended from year to year to reflect the changes to the formula as outlined above.

b) Clothing Issue for 100% Cotton Group Employees

Employees required to wear 100% cotton clothing for the performance of their duties will receive 60% of the total point value based on the following standard issue:

- i) four (4) long sleeve 100% cotton shirts, supplied once per year
- ii) three (3) pairs of 100% cotton pants, supplied once per year
- iii) one (1) 100% cotton jacket, supplied once every two (2) years
- iv) one (1) Arc Flash winter coat issued when required, exchanged for a new issue when worn out.

The resulting formula for establishing the total points allowed is the sum of the costs of items i) to iii) below:

- i) current average cost of long sleeve 100% cotton shirt X 4.
- ii) plus the current average cost of one pair of 100% cotton men's pants X 3
- iii) plus the current average cost of one (1) 100% cotton jacket divided by 2.

c) Permanent part-time employees who are not regularly scheduled, will not be eligible for the clothing issue as in 22.02 a). Coveralls will be issued when required.

d) Unused points cannot be carried forward from year to year.

e) Order Form

Items listed on the Work Clothing Order Form (Appendix "B") can be amended from time to time only by mutual agreement of the parties. The Region will endeavour to provide each employee with their Work

Clothing Order Form no later than June 30<sup>th</sup> of each year.

f) Employee to Provide Personal Clothing

Where permitted by the supervisor employees who do not choose the standard issue will be responsible for providing their own clothing, at their own expense, in the approved colour (blue). Excessively worn, tattered or dirty clothing will not be permitted.

g) Clothing Required when Reporting

Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled overtime. Reasonable attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.

h) Clothing Issue Date

All clothing will be issued in the month of November of each year or as soon as possible thereafter.

22.03 a) Footwear Reimbursement

All part-time employees shall be reimbursed up to a maximum of **\$300.00** per year for the purchase of footwear appropriate to their occupation (eg. oxfords, ankle boots, hi-cut boots, asphalt boots and rubber boots) through payroll by submitting the original receipt to the supervisor. Any costs above these amounts becomes the responsibility of the employee. Employees would be required to possess safety footwear in an acceptable and safe condition.

b) Footwear Exceptions

Scalepersons at the Cambridge and Waterloo Landfill sites shall be reimbursed up to a maximum of **\$300.00** for the purchase of safety boots or safety shoes. Reimbursement for replacement safety footwear is

subject to the requirement that a worn-out pair must be exchanged for a new issues.

#### 22.04 Reimbursement on Termination

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

#### 22.05 Work Clothing Committee

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

The Committee will meet each year no later than February 28 to review the work clothing issues. The committee will report their recommendations to the Region, with a copy to the Union, by the first week in June.

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

### **Article 23 - Health & Welfare Benefits**

#### 23.01 Percent in Lieu of Benefits

In addition to their regular hourly rate as set out in Schedule A, all part-time employees shall receive 12% in lieu of Health and Welfare benefits provided to full-time employees.

## 23.02 OMERS

Employees covered by this Agreement, shall be given the option to join Ontario Municipal Employees Retirement System (OMERS) if, in each of the two (2) consecutive calendar years, immediately prior to the year membership is elected, the employee has:

- a) earned at least thirty-five percent (35%) of the Year's Maximum Pensionable Earnings under the Canada Pensionable Earnings under the Canada Pension Plan or;
- b) has worked seven hundred (700) hours.

Membership shall be governed by the provisions of the OMERS Act and amendments.

Percentage in lieu of benefits for a part-time employee who is enrolled in O.M.E.R.S. shall be reduced by the amount of the Region's contribution as dictated by O.M.E.R.S.

23.03 A Regional employee who retires early on an OMERS pension and is in receipt of Health and Welfare benefits and who commence part-time employment within this bargaining unit shall not be paid the applicable percentage in lieu of Health an Welfare benefits.

## **Article 24 – Wages, Compensation and Re-imbusement**

24.01 Attached to this Agreement and formatting part hereof shall be Schedule "A" setting out job classifications, job grades and wage rates, and premiums.

### 24.02 Mileage

a) Authorized employees who use their personal automobile in the performance of their duties will receive Regional rates for each authorized kilometre.

b) Mileage will be paid for temporary reassignments as follows:

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

c) The Region will only pay mileage for the first thirty-one (31) calendar days of any reassignment. If at the direction of a Supervisor or Assistant Manager, the thirty-one (31) calendar day period is broken by more than five (5) working days, then the thirty-one (31) calendar day period recommences.

d) No mileage will be paid for reassignment resulting from a successful bid on a posted job.

#### 24.03 Employee Licences

The Region will pay the cost of a "Z" endorsement to the driver's licence of employees who require such endorsement in order to perform their job.

#### 24.04 Manual Cheque

In the event of a shortage on the employee's pay cheque of eight (8) or more regular hours due to errors or omissions by the Employer, the Employer will issue a manual cheque.

### **Article 25 – Ontario Works**

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

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

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

## **Article 26 - Definitions of Employees**

### 26.01 a) Probationary Employees

A probationary employee is one who has not completed:

- i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6, but who will be appointed to the permanent full-time staff upon the completion of three (3) months of continuous full-time service or sixty (60) actual days worked whichever is the greater, or
- ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10, but who will be appointed to the permanent full-time staff upon the completion of four (4) months of continuous full-time service or eighty (80) actual days worked whichever is the greater.

### b) Permanent Full-time Employees

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

c) Temporary Full-time Employees

i) A temporary full-time employee is one who has been hired to work the regular number of hours in the hiring department for a specified period of time of six (6) continuous months or less or as replacements for employees absent due to illness or injury or leaves of absence under this Collective Agreement.

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

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

d) Part-time Employees

A part-time employee is one who has not been regularly employed for more than twenty-four (24) hours per week.

e) Temporary Part-time Employee

A temporary part-time employee is one who has been hired to work not more than twenty-four (24) hours per week in the hiring department for:

1. A specified period of time of six (6) continuous months or less or,
2. As replacements and subsequent backfills for employees absent

due to illness or injury or leaves of absence under this Collective Agreement for the duration of the absence or,

3. A period of up to fifty-two (52) weeks to replace an employee on pregnancy, parental or adoption leave for the duration of the leave.”

Any employee retained for a period of more than six (6) continuous months or as provided above in items 2 and 3 shall automatically be posted to the permanent staff and shall commence acquiring seniority. Temporary part-time employees transferring to permanent part-time positions without a break in service, will have one half (1/2) of their accumulated temporary service acquired since their last starting date deducted from their probation period. Temporary part-time employees will not have recourse to the grievance or arbitration procedures when their temporary part-time employment is terminated for any reason.

#### f) Students

Students, as referred to in Article 2.01, shall be defined throughout this Agreement as persons registered in full-time attendance at either a secondary school or post secondary educational institution. Students may only be employed by the Region for the "summer term" from the Monday after April 1<sup>st</sup> to the Friday before Labour Day in any year, or as part of a post secondary work term, except as otherwise mutually agreed in writing between the parties.

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

26.02 Temporary part-time employees shall receive all rights, privileges and benefits of the collective agreement unless expressly excluded in this agreement and with the exception of the following articles:

- Article 8 in its entirety
- Article 12 only as it pertains to the termination of Temporary employment for any reason
- Article 13 only as it pertains to discharge for any reason.

- Article 14 only as it pertains to temporary employees or the Union shall not grieve and forward to arbitration any grievances that pertain to the termination of temporary employment for any reason
- Article 16, except article 16.06 will apply
- Article 22, except article 22.02 e), 22.02 f), 22.03, 22.04 and 22.06 (Full-time agreement) will apply
- Article 23, except article 23.01 will apply
- Article 24.03
- Article 29.01
- Appendix “A” – Prepaid Leave Policy

## **Article 27 – General Conditions and Benefits**

### 27.01 Copies of Agreement

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

### 27.02 Bulletin Boards

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

### 27.03 Employee Residence

Employees will not be restricted to live in any particular area provided that they can travel to their place of work in a reasonable length of time and provided that the distance or area cannot be used as a reason or excuse for not reporting to work as required.

### 27.04 Schedule A, Appendix A and B shall form part of this Agreement.

## 27.05 Management Title Change

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

## 27.06 Driver's Licence Suspension

- a) If an employee, who is required by the Region to drive their personal vehicle on Region business, or to operate Regional vehicles or equipment, loses their driver's license and/or is otherwise prohibited from operating a vehicle, they must immediately advise their supervisor.
- b) When an employee loses their licence and is therefore unable to perform the essential duties of their job, they shall be given a layoff, subject to d) below for the same period of time they are without their driver's licence and/or prohibited from driving.
- c) When their licence is restored they shall advise the Region and shall be recalled to work.
- d) The employee will not be laid off from work where:
  - i) the employee can secure another form of transportation at their own expense, and continue to perform the essential duties of their job.
  - ii) where a driver's licence is not an essential part of the employee's job and the employee can be assigned to a vacant non-driving position or classification.
  - iii) it is possible for the employee to change jobs with another employee in the bargaining unit. The change of jobs must be

voluntary on the part of both employees and each employee must have the necessary skill and ability to perform the work of the job they are assuming with a five day orientation period, but without training. Employees making such exchange shall be paid the rate of pay for the jobs they perform. At the end of the period of licence suspension or prohibition both employees shall return to their former jobs.

iv) there is a vacant position that the employee has the skill and ability to perform with a five day orientation period but without training. The employee shall be paid the rate of the job. At the end of the period of licence suspension the employee shall return to their former job.

- e) Arrangements where-by an employee changes jobs with another employee, or takes a vacant position, are subject to the approval of the supervisor(s) involved and the provisions of Article 9.03 of this Agreement shall not apply. Any and all other requirements of the Collective Agreement that would be applicable in such situations, will continue to apply.
- f) An employee as set out in Article 27.06 a), who loses their licence by suspension, or is prohibited from driving for a second time as the result of the decision of a court or tribunal for reasons not related to drugs or alcohol, and is therefore unable to perform the essential duties of their job, shall be treated in accordance with 27.06 d). Notwithstanding the above, an employee who can restore their licence but choose not to, will not be permitted to avail themselves of 27.06 d).
- g) Where an employee has their licence suspended prior to the disposition of any alleged offence by a court or tribunal, the Region will regard any subsequent loss of licence or prohibition from driving as a single suspension.

## 27.07 Council Documents

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

## 27.08 Advance Notice – New and Changed Corporate Human Resources Policies:

The Region will make every effort to advise the Union in writing no less than thirty (30) days in advance of the introduction, implementation, the revision or updating of any Corporate Human Resources policies, procedures or regulations that apply to members of the bargaining unit before such rules become effective for employees. The Region shall provide a copy of such policies at the time of notification to the Union.

## **Article 28 - Technological Change**

### 28.01 Definition

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

### 28.02 Notice and Information

When the Region is considering the introduction of technological change, the Region shall notify the Union as far as possible in advance of its intentions and plans. At least sixty (60) days in advance of the introduction of the change, the Region shall provide the Union with an outline of the change. The Region shall provide the Union with regular information updates.

### 28.03 Details of Notice

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

### 28.04 No New Hiring

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

## **Article 29 - Performance Appraisals**

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

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

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

29.02 The parties agree to use the Performance Appraisal Form dated October 1999. (Appendix C) This form can only be changed through the mutual agreement of the parties.

### **Article 30 – Contracting Out**

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

1. **CONTRACTING OUT - NOTICE AND INFORMATION TO THE UNION:**

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

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

2. **MERGER AND AMALGAMATION:**

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

employer, the Region will contact the Union as soon as possible.

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

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

- b) The Region will make best efforts to work with the Human Resources departments of all affected municipalities to reduce adverse organizational and administrative impact to the greatest extent possible on affected employees. The Region will ensure that the Union is informed of its best efforts on a regular basis.
- c) In the event an employee in this bargaining unit in the Region of Waterloo is displaced (i.e. laid-off) as a result of an amalgamation or merger, the individual shall have the following options:
  - i) placement in any vacant position within the bargaining unit for which the employee possesses the skills and ability;
  - ii) bumping any less senior employee, provided the employee already possesses the necessary skill and ability to perform the work available, with a five (5) working day

orientation period and no training as defined in Article 8.03 a)i). Employees shall be allowed to bump to a higher paid classification.

iii)training, at the Region's expense, for a period of time not to exceed 500 hours over a six month period, to provide the employee with the skills required to fill an existing vacancy of equal or lesser classification. This training option will remain available for twelve (12) months following the day of lay off.

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

### 3. CONTRACTORS AND REGION SHOP RATE:

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

## **Article 31 - Term of Agreement**

31.01 This Agreement shall become effective from **January 1, 2022** and shall remain in force until **December 31, 2024**, and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice in writing to the other party of its desire to, revise or amend this Agreement; such notice to be given within the period of ninety (90) calendar days before the expiry date of this Agreement. In the event that notice of such proposed revision is given, negotiations shall commence and the parties shall meet and exchange proposals no later than ten (10) working days after the giving of notice of revision or within such further period as the parties agree upon.

In witness whereof the parties hereto have executed this Collective Agreement on this 16<sup>th</sup> day of August, 2022 at Waterloo, Ontario.

The Canadian Union of Public Employees, Local 1656

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
Committee Member

  
CUPE Representative

The Regional Municipality of Waterloo

  
Regional Chair

  
Regional Clerk

  
Commissioner, Human Resources & Citizen Service

  
Director Labour Relations & Emergency Management

## Schedule A

Position Title	Position #	Jan 1, 2022	Jan 1, 2023	Jan 1, 2024
<b>GRADE 2</b> Custodian (WRH)	R01011			
<b>GRADE 3</b>				
Scale Operator	R00548	\$27.49	\$28.07	\$28.66
Airport Mtce Operator	R00679			
<b>GRADE 4</b>				
Stockkeeper (Supply Services)	R00893	\$28.97	\$29.58	\$30.20
Stockkeeper (Materials mgmt.)	R00547			

### Landfill Premium

Employees who may be temporarily assigned to duties at the landfill sites and have direct contact with refuse material, will be paid an additional forty (40) cents per hour, for each and every hour these employees work on the landfill sites and are in direct contact with refuse material. Part time employees who are permanently assigned to work on the landfill sites and the transfer stations and have direct contact with refuse material will not receive this premium as these conditions have been rated through the job evaluation process as part of the job rate. The intent of this clause is to provide a premium to employees who have direct contact with refuse on a temporary basis.

### Temporary and Probationary Part Time Employee Rates of Pay

Temporary part-time employees and probationary part time employees will receive five (5%) less than the regular permanent rate of the classification they are employed in, until the completion of:

i) three (3) continuous months or for sixty (60) actual days worked inclusive of any specified holidays whichever is the greater for job grades 1 to 6.

ii) four (4) continuous months or for eighty (80) actual days worked inclusive of any specified holidays whichever is the greater for job grades 7 to 10.

Continuous employment for the purpose of probation excludes up to five (5) corporate mandatory training days.

For Appendices A, B and C please see Full-time agreement



## APPENDIX B

### **1. JOB EVALUATION - DEFINITION, PURPOSE, GENERAL METHODOLOGY**

- 1.1 Job Evaluation (JE) is the term used to describe the process of determining the rating for an individual job, in relation to other jobs in the CUPE Local 1656 bargaining unit. It begins with an analysis of the work to determine its characteristics and requirements, continues through the completion of a job analysis questionnaire by employees and supervisors, the joint writing of a description of duties and responsibilities, and ends with the evaluation of those duties and responsibilities against measurable standards as set out in the Joint Job Evaluation Plan and Manual. Job Evaluation, or rating, is the technique which determines the relative value of the job content of the jobs performed. It does so by evaluating written statements of the jobs performed in terms of factors (characteristics).
- 1.2 Job Evaluation has three main aspects:
- a) Construction of the Joint Job Evaluation Manual, the terms of reference and the Joint Job Evaluation Maintenance Plan.
  - b) Preparation distribution and collection of employee job analysis questionnaires and the job description/documents.
  - c) Evaluation of the employee job analysis questionnaires and job description/documents in terms of defined factors found in the Joint Job Evaluation Manual.

### **2. JOB EVALUATION TRAINING**

- a) Human Resources will conduct Job Evaluation training for CUPE Local 1656 employees and applicable members of management. The training will cover the purpose of job evaluation, the job evaluation plan, accountabilities, forms, and the maintenance review process. All employees will be required to attend the training in 2017/18. Afterwards up to four (4) sessions of training will be conducted on an annual basis for employees who wish to attend the training.
- b) Annually employees will receive a Job Evaluation information handout from their supervisor. Employees who seek more information shall advise their supervisor that they wish to attend a Job Evaluation training session.
- c) Training where necessary for new members of the JJEC shall be scheduled far enough in advance to ensure that such training occurs prior to the first day of rating of jobs by the JJEC.

## **THE WIGHTED POINT METHOD OF JOB EVALUATION**

- 3.1 The method of Joint Gender Neutral Job Evaluation known as the "Weighted Point Method" has been jointly selected by the Region and the CUPE Local 1656. The Weighted Point Method is a quantitative system in which a rating plan is developed by selecting and defining common factors, distinguishing and defining a number of degrees for each, and by assigning point values to each degree.
- 3.2 The position being evaluated is analyzed in terms of the selected factors and the degree definitions. The total of the points assigned to the position under each of the factors determines its relative worth in the organization. The method can be adapted to changing organizational conditions or amended to keep it up-to-date and workable. These and other changes would be made at timely intervals, or as required to resolve specific problems.

## **4. APPLICATION OF THE DOLLARS**

- 4.1 Application of the ratings to wage rates is accomplished by transferring

the rating results established by Job Evaluation to a corresponding pay grade as set out on the wage rate schedules of Appendix "A" in the Collective Agreement established through Collective Bargaining.

- 4.2 All matters pertaining to compensation or remuneration are contained in and governed by the Collective Agreement or other Agreements between the parties. Appointment to or selection of the appropriate rate of pay, or rate within a pay range, is governed by the Collective Agreement.
- 4.3 While the Job Evaluation system forms the basis for the wages paid to incumbents by determining the pay grades which reflect the relative worth of jobs, it is understood that Job Evaluation and Wage administration are two separate procedures. Specifically, wage administration is not part of job evaluation.

4.4 FULL ECONOMIC PROTECTION OF INCUMBENTS – GREEN CIRCLING:

All incumbents who are currently earning more than the rate of pay determined through the initial JJE Plan, shall continue to receive any and all future negotiated wage increases on their current rate of pay so long as they remain in the position. Any new hires, or employees posting into the position, will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

4.5 EFFECTIVE DATE OF RATINGS (RETRO ACTIVITY)

If a job is rated at a pay grade with a wage rate higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new wage schedule with the effective date being the date upon which the review was requested, or the start date of the incumbent in the new or changed job classification, but at any rate shall be no longer than six (6) months prior to the date the JJEC reviews

the job.

If at no fault of the incumbent(s) the job is not reviewed at the next JJEC meeting, the retroactivity pay will have an effective date upon which the review was requested, or the start date of the incumbent in the new or changed job classification.

## 5. GENERAL PRINCIPLES

In the application of the rating manual, the following principles will apply:

- It is the content of the job that is being evaluated, not the individual doing the job.
- In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
- Jobs are to be evaluated without regard to existing pay rates.
- Workload is not a consideration when evaluating a job.
- Jobs are to be placed at the appropriate level in each factor by considering the specific requirements of each job, the factor definition, and the description of each factor degree.
- The job description and rating of each job will be relative to, consistent with, and conform to the job analysis questionnaires, job descriptions and ratings for other positions in the bargaining unit.

## 6. GENERAL RULES OF PROCEDURE

The following applies to all committees:

- 6.1 Subject to reasonable operational requirements, members of the Job Evaluation (JE) Committees will be granted leave of absence with pay, benefits and applicable premiums (other than overtime) from their regular duties to attend scheduled meetings. Members will be paid their respective salaries for all regular hours spent in attendance at meetings and will continue to accumulate seniority. These members will continue to have all the rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which they would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 6.2 A member of the JJEC will not attend JJEC meetings in any of the following circumstances:
- a) the member is the incumbent in the job being rated
  - b) the member is in a position to benefit personally from the results of the evaluation
  - c) the member is the direct supervisor or the lead hand of the job being rated
- 6.3 Where conflict arises as defined in Article 5.2 above, an alternate member will sit to rate any positions instead of the committee member while the conflicting evaluations are being reviewed, or if deemed best by consensus of the committee, the alternate member will sit for the remainder of the day.
- 6.4 All matters discussed by all Committees will remain confidential except, where by consensus, the Committee deems it necessary to forward identified issues to the appropriate resource for resolution and/or guidance.
- 6.5 The JJEC will not review any job until final and complete documentation (questionnaire and job description) is made available to them.

- 6.6 The JJEC may request advisors in job evaluation to assist them with the job evaluation process. The role of the advisors is to answer specific questions and provide advice and guidance relating to the job evaluation plan and process. Advisors are not involved in the evaluation of jobs. Advisors shall be entitled to a voice but not a vote and shall not be considered members of the JJEC. The advisors will also participate in periodic reconciliation processes with the JJEC to discuss and resolve "sore thumb" and other rating issues.
- 6.7 The employer will provide administrative support services to the JJEC. The person performing these functions will not be a member of the Committee and will only perform such duties as provided below. These services shall include:
- a) the distribution of all Committee correspondence to the Committee Co-chairpersons
  - b) the preparation and distribution of meeting agendas at least forty-eight (48) hours prior to the meeting
  - c) the preparation and distribution of minutes
  - d) the preparation and distribution of Committee documents
  - e) ensure appropriate supervisor notification is done to grant leave for members of the JJEC

## **7 COMMITTEES**

### **7.1 THE STEERING COMMITTEE:**

#### **a) Role**

The Steering Committee negotiates and oversees the entire joint job evaluation process including determining the nature of the plan; the composition and mandate of the various committees; all related

policies, procedures, guidelines and document development associated with the processes. The Steering Committee also determines the weighting, bands and associated job grades.

b) Composition

The Steering Committee will be comprised of Human Resources and other management representatives and CUPE Local 1656 Union Executive Members and CUPE National Representatives.

c) Responsibilities

i) To negotiate and develop the original Terms of Reference, Joint Job Evaluation Plan, Joint Job Evaluation Maintenance Plan.

ii) To negotiate and develop factor weighting, banding and associated job grades.

iii) To deal with any necessary changes or amendments to the JE plan or process on an ongoing basis as mutually agreed.

iv) To provide input on Job Evaluation training conducted by Human Resources for employees and management staff.

The parties shall jointly author Job Evaluation information handouts and bulletins for employees and management staff.

7.2 THE JOINT JOB EVALUATION COMMITTEE (JJEC):

a) Composition

The JJEC will have equal representation and participation from the parties, consisting of three (3) representatives from the employer and two (2) alternates and three (3) representatives from the local union and two (2) alternates. Each party will designate and advise the Steering Committee which of its members are regular members and which are alternate members.

b) Co-Chairpersons of the JJEC:

Each party will choose their own Co-chair from the groups outlined above. The Co-chairpersons are responsible for:

- chairing the JJEC meetings
- ensuring appropriate representatives are scheduled to sit for JJEC meetings
- establishing the priority of matters to be acted upon by the Committee

c) Quorum and Membership:

For any meeting of the JJEC, quorum will be a minimum of two (2) representatives from each party. The JJEC will decide by consensus if they want to proceed with an uneven number of representatives from either party, provided there is a minimum of two (2) from each party.

If a member scheduled to attend a meeting of the JJEC is unable to attend, they shall notify Human Resources who will attempt to arrange an alternate from a list provided by the parties. The JJEC will not include any members who also sit on the Steering Committee.

d) Role and Responsibilities

The JJEC will undertake different roles at different stages in the Job Evaluation as follows:

i) the initial evaluation of all jobs in the bargaining unit using the approved questionnaire, job description and other associated documents. This will include the appeal process which follows the initial rating process.

ii) the ongoing maintenance process which occurs at least twice annually and reviews all jobs deemed to have changed in skill, effort, responsibility or working conditions. The JJEC may request additional

reviews as required by the volume of requests or to deal with special circumstances.

- e) The JJEC implements and maintains the CUPE Joint Job Evaluation Program by:
  - i) evaluating the individual jobs using the approved job evaluation plan.
  - ii) maintaining the integrity of the program and the consistency of the rating of jobs in relationship to other jobs in the bargaining unit. The JJEC will ensure that job ratings are cross-referenced with the ratings of other similar positions and may recommend that other jobs be submitted for review if they are potentially impacted by changes to another job being reviewed by the JJEC.
  - iii) seeking technical advice as it deems necessary.
  - iv) recording the results and rationale on the rating sheet as attached.
  - v) identifying any issues with respect to the content of the job description and forwarding the issues to Human Resources for consideration.
- f) The JJEC will not change the interpretation of the Job Evaluation Plan Factor Definitions, or add or change the Notes to Raters, without the prior approval of the Steering Committee. If they wish to make amendments to the above, they will submit their recommendations to the Steering Committee for decision.
- g) The routine business decisions of the JJEC will be made by a simple majority.
- h) Job rating decisions will require a consensus of the Committee members in attendance and job rating decisions are final and binding on the parties, subject to the Dispute Resolution Process outlined in section 12.
- i) To ensure that all members of the Steering Committee are equally

informed on matters between the Steering Committee and the JJEC, the protocol below will be followed:

a) When the JJEC wishes to consult with or inquire of any of the advisors or members of the Steering Committee, the person so contacted shall contact the advisor or spokesperson of the other party, without delay, so that both parties can attend to the consultation or inquiry of the JJEC.

b) Whenever the advisors or representatives of the Steering Committee deem it necessary to meet with the JJEC, such representatives shall ensure that both parties attend the meetings together.

## **8. PROCEDURES FOR DESCRIBING AND RATING A JOB**

8.1 The Employer will exclusively design, assign duties and responsibilities for all jobs. It is agreed that neither the incumbent(s) nor the union executive can design or structure jobs. Nothing in this article interferes with the union executive and incumbent's rights to have input into job descriptions, as outlined in articles below.

### **8.2 New or Revised Vacant Jobs**

In the event that a new position is decided upon by the Region, or where the Region revises a vacant position, the Region shall forward the draft job description to the President and Recording Secretary of the union. The Union Executive will forward any comments they have regarding the accuracy of the description of the job duties (i.e. to ensure consistent use of terminology and language and help maintain the integrity of the Job Evaluation Plan) to the Job Analyst within seven (7) working days of receiving the document from Human Resources. Any comments submitted by the Union will be taken into consideration by Human Resources when the job description is finalized. Human Resources shall determine the rate of pay for the position using the Job Evaluation Plan. Human Resources shall then inform the union of the preliminary job rating, by means of a memo and a copy of the

appropriately signed, final job description, and the position will be posted in accordance with article 9.01 of the Collective Agreement.

The union will have twenty (20) working days from the date the final job description is sent to their attention, to review the accuracy of the description of the duties in the job description. If no formal protest is lodged within the twenty (20) working day period, the job description for the new or revised vacant position shall be deemed to be accurate. In the event that a formal written protest is made by the Union, within the twenty (20) working day time period, the parties shall arrange for a meeting to endeavour to resolve any differences with regard to the accuracy of the description of the duties in the job description. If such differences between the parties are not resolved by this means, then the dispute may be submitted to arbitration in the same manner as a grievance.

After at least six (6) months of the assignment of an incumbent to a new job, or a revised vacant job, the job will be presented to the JJEC at their next scheduled maintenance session.

The process for evaluating existing jobs that have an incumbent and have experienced a change that impacts the job's skill, responsibility effort, or working conditions is outlined in section 10 of this document.

## **9. INITIAL JOINT JOB EVALUATION PROCESS**

- 9.1 A job analysis questionnaire shall be completed by the incumbent and the supervisor and shall be submitted to the JJEC along with the standard Regional format job description. Associated documents that would prove useful to the Committee in the understanding of the job duties (i.e. policies, procedures, guidelines, regulations, PDA's, equipment descriptions, etc.) may also be submitted.
- 9.2 The questionnaire will be completed as outlined in the cover page of the Job Analysis Questionnaire by the incumbent in the job and reviewed by the supervisor. In the case of multi-incumbent jobs, one questionnaire will be completed with input from all incumbents (or may be completed by one incumbent, chosen by the group to represent the

job).

- 9.3 A Human Resources Job Analyst or members of the union Executive are available to the employee or supervisor to assist in the completion of the documentation, as required.
- 9.4 Both the Employer and incumbents will be responsible for ensuring job descriptions and job questionnaires are current, accurate and prepared in accordance with the requirements of this document and will be reflective of the duties the employee is required to perform.
- 9.5 For each position in the bargaining unit, the JJEC will:
  - a) Review the job description, the questionnaire and associated documents.
  - b) Interview the incumbent and the supervisor together, as joint interviews are the preferred approach. If requested by either the incumbent or supervisor, another management representative may accompany the incumbent to the interview. In exceptional circumstances, the Steering Committee will consider alternative approaches on a case by case basis. In multi-incumbent positions, one or two of the incumbents on the job will be chosen by the union to represent the position.
  - c) Based on all the information gathered, rate the position using the Job Evaluation Plan.
  - d) Record the rating decision on the Factor Summary Sheet.
  - e) The Co-chairs will co-author a report outlining the final rating decisions of the JJEC to the Steering Committee for the second phase of the process (weighting, banding and job grades).

## **10. INITIAL APPEAL PROCESS**

Following the initial job evaluation process, an initial appeal process will be conducted as follows:

- 10.1 Either the incumbent or supervisor may appeal the rating of a position if they feel an error has been made based on the content of the job at the time of the initial evaluation.
- 10.2 The appeal must be submitted in writing using the appeal request form (as attached) within thirty (30) days of the publishing of the results of the Joint Job Evaluation process. Extensions to the time limits may be considered under exceptional circumstances.
- 10.3 The request for appeal is based solely on the ratings obtained for the job in question as it was evaluated by the JJEC, without reference to job changes or to how any other job was rated.
- 10.4 The appeal request will be considered by the JJEC who will adjust factor ratings, if necessary, to reflect additional information provided through the appeal process.
- 10.5 The ruling of the JJEC is final and binding on both parties.

## **11. ONGOING MAINTENANCE EVALUATION PROCESS**

11.1 The Maintenance Review process is in place to ensure that job changes are appropriately documented and evaluated. It is not an appeal of the original rating or of any subsequent rating. Unless a change to job content can be identified to justify a change in a factor rating, the last factor rating agreed upon by the JJEC stands.

### **11.2 Existing Jobs**

- a) Existing jobs that have an incumbent and have experienced a change which impacts the job's skill, responsibility, effort or working conditions will require a Job Evaluation Maintenance Review Request Questionnaire and a standard Regional format job description, revised to reflect the changed job duties. The job description will be signed by the incumbent or a representative of multiple incumbent positions; the supervisor; the Department Head; the Manager, Employee Services

and Systems; and the Commissioner, Human Resources. Other associated documents that would prove useful to the JJEC in understanding the job duties (i.e. policies, procedures, guidelines, regulations, PDA's, equipment descriptions, etc.) may also be submitted. All documentation shall be submitted to Human Resources. The Steering Committee may make special provision to have the JJEC rate an unsigned job description. Such provision will be negotiated on an individual basis.

Changes to a job must be permanent and in place for at least six (6) months before the JJEC can review the job. However, the process of completing the review documentation may commence earlier, if appropriate.

- b) It is the joint responsibility of the supervisor and incumbent to initiate changes to ensure that whenever duties and/or the demands of a job change, to the degree that the documentation or rating may not reflect the job, that the relevant documents are altered and that a rating review be initiated.
- c) A job may only be reviewed by the JJEC once per year and must wait a full year after any review process before resubmitting for a subsequent review.
- d) Maintenance Pre-Review Process

A Joint Maintenance Pre-Review Committee, which will consist of two members from the JJEC (one from management and one for the union) and two members of the Steering Committee (one from management and one for the union) who will review all requests for maintenance review, in order to determine if the job is eligible for maintenance review. The Joint Maintenance Pre-review Committee will review the Job Evaluation Maintenance Review Request Questionnaire (as attached) and will determine if the job's skill, responsibility, effort or working conditions have changed enough to potentially impact the rating. Changes to a job must be permanent and in place for at least six (6) months before being considered by the Joint Maintenance Pre-

Review Committee. The Joint Maintenance Pre-Review Committee will conduct decision making by way of a simple majority. If the committee reaches a split decision the job being reviewed will be forwarded to the JJEC with the necessary information so they may conduct a maintenance review. The Joint Maintenance Pre-Review Committee will ensure the integrity of the job evaluation process by identifying any issues with respect to the content of job descriptions and forwarding the issues to Human Resources for consideration. When reviewing a job, the Committee may recommend that other jobs be submitted for review, if they are potentially impacted by changes to the job being reviewed.

- e) For each position submitted to Maintenance Review, following the Maintenance Pre-Review Process, the JJEC will:
  - i) Review the revised job description and completed Job Evaluation Maintenance Review Request Questionnaire which describes the changes to the job duties, including the actual change, why the change occurred and/or where it came from and the timing of the change.
  - ii) Interview the incumbent and the supervisor together, as joint interviews are the preferred approach. If requested by either the incumbent or supervisor, another management representative may accompany the incumbent to the interview. In exceptional circumstances, the Steering Committee will consider alternative approaches on a case by case basis. In multi-incumbent positions, one or two of the incumbents on the job will be chosen by the union to represent the position.
  - iii) Based on all the information gathered, rate the position using the Job Evaluation Plan. The JJEC will focus on the changed duties as they impact on the job's skill, effort, responsibilities and working conditions. Only factors affected by the changes to the job will be changed during the Maintenance process.
  - iv) Record the rating decision on the Factor Summary Sheet.
  - v) The Co-chairs will co-author a report outlining the final rating

decisions of the JJEC to the Director, Employee Systems and Services, who will tabulate the appropriate rate changes to the job grades. The Director, Employee Systems and Services will include this information in a report that will be sent to the Commissioner (Human Resources), the President the Recording Secretary of the Union and the CUPE representative at the same time. The Commissioner (Human Resources) will then communicate the results to the incumbents.

vi) The Commissioner (Human Resources) shall, in writing, inform the incumbent(s) and supervisor of the decision of the JJEC within 15 working days of receiving the report. A copy of this correspondence shall be forwarded to the Union and the CUPE National Representative.

### 11.3 "Green Circling":

Where a change in the job grading occurs as a result of the JJEC's rating decision and a lower wage rate will apply, the incumbent's wage rate shall be identified as being "green circled". The incumbent will be paid the wage rate paid immediately prior to the evaluation, which shall be increased by any negotiated wage increases, until the incumbent leaves the position, or the job ceases to exist, or is altered upwards in value. Any new hires or employees posting into the position will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No incumbent will have their wages reduced following the reevaluation of their job.

## **12. ONGOING APPEAL PROCESS**

12.1 Following the release of results of rating decisions by the JJEC, an appeal process can be requested as follows:

a) either the incumbent or supervisor may request an appeal of the rating of a position if they feel an error has been made in evaluating the content of the job at the time of the JJEC's evaluation.

b) the appeal must be submitted in writing using the appeal request form (as attached) within thirty (30) days of the publishing of the results

of the Maintenance Review process. The appeal must provide rationale for the specific factors the appellant wishes to have reconsidered. The completed appeal request form must be submitted to the supervisor who will have the opportunity to add comments and will be responsible for delivering the form to Human Resources.

c) the request for appeal by the incumbent or supervisor is based solely on the ratings obtained for the job in question as it was evaluated by the JJEC, without reference to job changes that have occurred since the time the job was rated, or to how any other job was rated.

d) the originator of the appeal (incumbent or supervisor), may make a fifteen (15) minute, uninterrupted, presentation to the JJEC to clarify the information they have provided on the appeal request form, accompanied by the other party to appeal (incumbent or supervisor). Following the presentation, the JJEC may ask questions to further clarify the information provided or presented. The intent of the presentation and subsequent questions asked by the JJEC is to clarify the information provided and not to engage in debate.

e) the appeal request will be considered by the JJEC, who will adjust factor ratings if appropriate, to reflect additional information provided through the appeal process.

f) the ruling of the JJEC, where consensus has been reached, is final and binding on both parties.

### **13. CONCLUSION AND IMPLEMENTATION:**

13.1 Following the completion of the rating of the respective jobs by the JJEC, the tabulation of the appropriate rate changes (if any) to the job grades and the completion of the appeal process (Section 11) for either the periodic review or the ongoing maintenance, the applicable wage rate adjustments shall be made to **Schedule A** in accordance with the provisions of these Terms of Reference.

### **14. SETTLEMENT OF DISPUTES WITHIN THE JJEC**

- 14.1 In the event the JJEC is unable to reach consensus on the rating of a job, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.
- 14.2 If, after meeting with the two (2) advisors, the JJEC remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days of said meeting.
- 14.3 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 14.4 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the employer, the union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 14.5 The employer and the union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information, and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 14.6 The arbitrator's fees and expenses shall be borne equally between the parties.
- 14.7 The time limits mentioned above may be extended by mutual agreement of the parties.

## **DEFINITION OF TERMS**

Advisors - Advisors are job evaluation technical Professionals who will assist, advise and provide joint guidance to any of the committees when requested.

Appeal Process - A one time process to allow incumbents to appeal the original rating of their job.

Consensus - In point rating, the agreement of all members of the JJEC present at the rating, on the degree level of a factor in the job being rated.

Duty - A number of tasks.

Factor - A compensatory job characteristic, which is present to some degree in, and which contributes to, the value of all jobs being covered by a plan.

Factor Degree - Each factor is broken down into degrees which are definable, distinguishable levels with a factor ranging from the least measurable to the greatest measurable amount of the factor required in a job.

Factor Weight - The measure of relative importance of a factor to other factors in the evaluation plan; a percentage rating of one factor to the remaining factors. The sum of weighting of all factors equals 100%.

Grand Parenting - See green circling.

Green Circling - Where a change in the job grading occurs as a result of the JJEC's rating decision and a lower wage rate will apply, the incumbent's wage rate shall be identified as being "green circled". The incumbent will be paid the wage rate paid immediately prior to the evaluation, which shall be increased by any negotiated wage increases, until the incumbent leaves the position, or the job ceases to exist, or is altered upwards in value. Any new hires or employees posting into the position will receive the new job rate as determined by the JJE Plan and will continue to get all other benefits of the Collective Agreement. No incumbent will have their wages reduced

following the reevaluation of their job.

Incumbent - An employee in a job.

Job - A group of duties assigned and performed by an incumbent(s).

Job Analysis - The systematic process of collecting, recording and analyzing data concerning the tasks or duties comprising a job(s) and the required skills, responsibilities, efforts and working conditions involved in the performance of the job(s) and which differentiates the job(s) from all others.

Job Documents - Are those validated and/or authorized forms contained in the Job Evaluation Process which are mutually supportive of one another and, the facts contained therein support and justify the rating and serve to advise all parties.

Job Description - A written statement of the function, responsibilities and duties of a job used for evaluation purposes.

Job Evaluation - Is the process determining the value of an individual job in relation to other jobs in the organization.

Job Evaluation Maintenance

Review Request Questionnaire - A document in which an incumbent and supervisor outline the changes to the duties and functions of a job in preparation for maintenance review.

Job Evaluation Rating Plan - Defines factors common to the jobs being evaluated, defines factor degrees of each factor and allocates point values to each degree.

Job Rating Sheet - A written statement recording the facts and rationale for the degree levels assigned to each factor for each job.

Joint Job Evaluation Committee - Is the joint bargaining unit and management

committee which is responsible for the implementation and maintenance of the Job Evaluation Process as per the process determined by the Steering Committee.

Maintenance Review Process - The process which determines the need to adjust any factor ratings based on changes to the job.

Notes to Raters - Are guides in the interpretation of the factor definitions and the degree level definitions as contained in the rating manual.

Pay Grade - A designated salary range within the salary schedule, including increments if any.

Points - The numerical value assigned to each degree within each factor.

Point Rating - Is an analytical, quantitative method of determining the relative value of jobs.

Position Number - The Job Evaluation description number is the numerical designation which identifies a job.

Questionnaire - A document in which an incumbent and supervisor outline the duties and functions of a job.

Quorum - The minimum number of voting members on the JJEC who must be present for the meeting to proceed.

Rating (Noun) - Is the factor degree levels and points, and the total points established for an individual job.

Rating (Verb) - Is the process of relating a job description to each factor and selecting the degree judged to be appropriate.

Rating Manual - Is the measuring device comprising factors, degrees, rating points, and notes to raters.

Reconciliation Process - Also known as "Sore Thumbing". The process of

making an objective comparison of rating decisions made by the JJEC to previous rating decisions of similar and/or related positions. Comparisons may be performed on a factor-by-factor basis or on a total points basis.

Salary Schedule - A listing of job titles and pay grades.

Sore Thumbing - See "Reconciliation Process" above.

Steering Committee - The committee which oversees the entire job evaluation process.

Task - A unit of work activity which forms part of a duty.

Total Points - The sum of the point values assigned by the raters in accordance with the rating manual(s) to determine the total value of each job.

Amended at the Region of Waterloo this 23<sup>rd</sup> day of February, 2017

For the Canadian Union of Public  
Employees, Local 1656

Harry Slupeiks  
Martin Johnson  
Brett Smith  
Kathryn Hart  
Phil Dominas  
Andrew Hunter

For the Regional Municipality of  
Waterloo

Zilda Amaral  
Ellen McGaghey  
Paul Rabb  
Olga Vrentzos  
Steve Van De Keere  
Sean Carroll  
Diana Brookes  
Heather Larmour



APPENDIC C

Date:

Name:

Job Title:

Employee #:

Division:

Department:

Supervisor's Name:

Period:

from:

to:

THE REGIONAL MUNICIPALITY OF WATERLOO  
PERFORMANCE DEVELOPMENT PROGRAM

APPRAISAL FORM FOR CUPE LOCAL 1656 UNION POSITIONS

INSTRUCTIONS & INFORMATION:

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

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

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

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

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

FEEDBACK FROM THE SUPERVISOR TO THE EMPLOYEE

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

\_\_\_\_\_

2. Work functions are performed competently and accurately.

\_\_\_\_\_

Matter ID:

---

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

---

---

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

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---

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

---

---

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

---

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7. Additional Feedback:

---

---

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

---

---

**FEEDBACK FROM THE EMPLOYEE TO THE SUPERVISOR  
INSTRUCTIONS**

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

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

---

---

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

---

---

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

---

---

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

---

5. Any other comments:

---

SIGNING PAGE

TO BE COMPLETED BY THE EMPLOYEE

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

Signature (Optional) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

TO BE COMPLETED BY THE SUPERVISOR

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Supervisor's Name      Supervisor's Signature      Date

The form has also been reviewed by:

\_\_\_\_\_  
Manager                                      Date                                      Director                                      Date

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

L-1

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

RE: Limit of Part-time Employees

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

Renewed at Waterloo, Ontario, this 15<sup>th</sup> day of August, 2022.

For the Canadian Union  
of Public Employees, Local 1656

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

For the Regional Municipality  
of Waterloo

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Diana Brookes  
Kate Konopka

L-2

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

**RE: Right to Refuse Unsafe Work**

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

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

Renewed at Waterloo, Ontario, this 8<sup>th</sup> day of April, 2022.

For the Canadian Union  
of Public Employees, Local 1656

For the Regional Municipality  
of Waterloo

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Ellen McGaghey  
Emil Marion  
Jeremy Gardner  
Zilda Amaral

L-3

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

RE: Part-Time OMERS

Notwithstanding the provisions of Article 23.02 b), the parties agree that if a part-time employee is contributing to OMERS, they shall be paid six (6) percent in lieu of Health and Welfare Benefits.

Renewed at Waterloo, Ontario, this 15<sup>th</sup> day of August, 2022.

For the Canadian Union  
of Public Employees, Local 1656

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

For the Regional Municipality  
of Waterloo

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Diana Brookes  
Kate Konopka



Letter #5                    LETTER OF UNDERSTANDING  
   - between -  
   THE REGIONAL MUNICIPALITY OF WATERLOO  
   - and -  
   THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
   1656

Re: Filling Temporary Full Time Scaleperson Vacancies

When a temporary vacancy occurs for a period of one (1) week to a maximum of six (6) months, due to an absence of a full-time scaleperson, the vacant shift shall be given to the most senior full-time scaleperson at the location of the vacancy, who expressed interest in filling the applicable shift. Employees wishing to fill these temporary vacancies must advise management annually prior to January 1<sup>st</sup> in order for them to be considered for the vacant shift.

After all full-time scalepersons have been rescheduled to their preferred shifts then at management's discretion the remaining full-time temporary vacancies may be offered to permanent part-time scalepersons by seniority at the location where the vacancy occurs. Each part-time employee will be allowed *up to* 48 hours (Monday to Friday) to consider the full-time shift.

After all existing permanent full-time and permanent part-time Scalepersons have had the opportunity to move to a vacancy the remaining vacancy(ies) will be posted in accordance with Article 9.01.

At the end of the temporary full-time position(s) all employees who moved shall be returned as a result of the temporary position shall be returned to the position and shift they held prior to the start of the temporary position.

Renewed at Waterloo, Ontario, this 8<sup>th</sup> day of April, 2022.

For the Canadian Union  
of Public Employees, Local 1656

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

For the Regional Municipality  
of Waterloo

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Ellen McGaghey  
Emil Marion  
Jeremy Gardner  
Zilda Amaral

Letter #6

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

RE: - POLICE RECORD CHECKS

Please see Letter #13 in full-time agreement.

Renewed at Waterloo, Ontario, this 8<sup>th</sup> day of April, 2022.

For the Canadian Union  
of Public Employees, Local 1656

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

For the Regional Municipality  
of Waterloo

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Ellen McGaghey  
Emil Marion  
Jeremy Gardner  
Zilda Amaral

Letter #7

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

**Re: Part Time Scale Operators**

**The parties agree that the primary purpose of part-time employees is to provide the Region with flexibility to enable the Region to meet its operational requirements during peak periods and extended hours, and when full-time employees are not available for their regular schedule due to vacation, leaves of absence, illness or injury.**

**The part time Scale Operators will be scheduled based on the following principles:**

- 1. Scheduling will be determined by work location (Cambridge and Waterloo Waste Management Sites)**
- 2. Schedule selections will be conducted twice (2) per calendar year based on seniority for all regularly scheduled shifts to a maximum of twenty four (24) hours per week.**
- 3. Any additional shifts will be assigned to part time employees that do not have twenty (24) hours as part**

**of their regular shift selection, in accordance with 18.02.**

**The parties agree to meet one (1) year after date of mutual ratification to review this letter. The parties also agree this letter will be in place for the duration of the current Collective Agreement.**

Signed at Waterloo, Ontario, this 8<sup>th</sup> day of April, 2022.

For the Canadian Union  
of Public Employees, Local 1656

Martin Johnson  
Brett Smith  
Adam Simon  
Andre Caza  
Phil Dominas  
Bev Newman

For the Regional Municipality  
of Waterloo

Kelly Hilker  
Olga Vrentzos  
Tom Alkema  
Ellen McGaghey  
Emil Marion  
Jeremy Gardner  
Zilda Amaral

