

MEMORANDUM OF AGREEMENT

between

THE REGIONAL MUNICIPALITY OF WATERLOO

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1883

The parties to this Memorandum agree that the attached terms and conditions constitute full and final settlement of all issues in dispute between the parties. The parties further agree to unanimously recommend acceptance of the Memorandum of Agreement to their respective principals.

The parties agree that all terms and conditions of the current Collective Agreement for the period of July 1, 2016 to June 30, 2020 will remain in full force and effect unless specifically amended by the terms of this Memorandum. This Memorandum shall include any previously agreed and signed amendments.

Furthermore, the parties fully agree that the contents of this Memorandum of Agreement shall remain totally confidential to the negotiating committees of the Region of Waterloo and the Union until after it has been ratified by both parties. No representative of the Region or the Union shall release any information relating to the issues in the Memorandum of Agreement to any other party or person or respond to or comment to the press or public about the contents of the Memorandum of Agreement until after it has been ratified by both parties.

Unless specified otherwise, all amendments to the Collective Agreement become effective on the date of mutual ratification by the parties.

Accordingly, the Collective Agreement will be amended to include the following:

TERMS OF AGREEMENT

Items agreed and signed off on

November 18, 2020

April 13, 2021

June 8, 2021

June 14, 2021

July 14, 2021 (emailed signed July 23, 2021)

Received signed
June 8/2021

The Parties Agree to the following:

April 13, 2021

3.02 c) Allegations of harassment are required to be submitted as a formal written complaint to a designate in Human Resources for investigation. The Employer agrees to advise all complainants of their right to have union representation. Where the complainant refuses representation, they shall do so on a form approved by the Union to waive their right to union representation. This form shall be retained on the Employer's confidential harassment file. **In the event that an 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.**

9.01b)iii) If the two (2) most senior applicants do not screen in for an interview to a particular competition, they will be offered the opportunity to complete the test for that competition. **The (2) senior applicants will not include those senior applicants that have not passed the test and had their scores carried forward as outlined in Article 9.01g).** If either of the applicants pass the test they will be offered an interview.

If a test is not part of the competition the most senior applicant will be offered an interview if they are within 5% of a pass on the screening tool.

13.03 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 within ~~five (5)~~ **ten (10)** working days after the employee ceases to work for the Region. Such special grievance may be settled under the grievance and arbitration procedures by:

- a) confirming the Region's action in dismissing or suspending the employee; or
- b) reinstating 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.

31.04 The Performance Improvement Plan (PIP) is designed to define the performance gap, develop a plan of action and to measure the success. It is used for employees who have a gap in their performance that is ability related and is not a disciplinary

process. The focus is to recover the employee and sustain improved performance. The employee is counselled, offered reasonable assistance and given a reasonable opportunity to improve their performance.

Performance Improvement Plan meetings must be completed with a permanent member of Management.


Appendix B Pre-Paid Leave Policy – renew

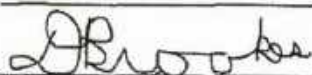
Appendix A Job Share - new

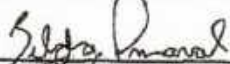
LOU # 5 Flex Hours of Work renew

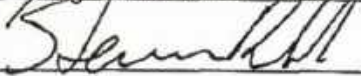
Signed in Kitchener this 13th day of April, 2021.


For the Region










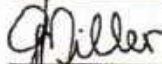


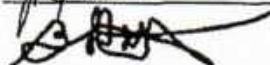


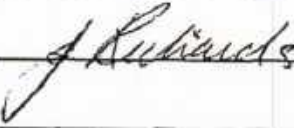
For CUPE 1883














The parties agree to the following:

- 3.03 b) The Employer agrees that the Occupational Health and Safety Committee shall concern itself with all matters relating to violence involving staff as per Human Resources Policies and procedures such as HR policy I-13, Workplace Harassment Prevention and HR Policy IV-15 Workplace Violence Prevention. The Employer agrees to investigate all incidents of violence and to meet with the Union as required to discuss any identified risks of violence. The Employer agrees to take all precautions reasonable in the circumstances to foster a violence free workplace and work environment and to immediately investigate all aspects of any reported instances of violence. The Employer agrees to furnish a written report of all incidents to the co-chairs of the Joint Health and Safety Committee prior to the JHSC meeting. **This written report will be forwarded to the Union.**

- 8.02 The Region shall maintain a seniority list showing the date upon which each permanent full time employee's continuous service with the Region commenced from the employee's last starting date and their seniority date. An up-to-date electronic copy of this list will be given to the Union twice each year on March 1st and September 1st and a copy posted on ~~all approved bulletin boards~~ **the portal**. An email will be sent **to the membership** advising that the list has been posted **on the portal**. Employees have thirty (30) calendar days from the date on the seniority list to notify the Commissioner, Human Resources or designate in writing, of any errors, etc, or changes or additions, noted since the previously posted list.

- 8.04 All permanent employees attaining seniority in CUPE 1883 shall be assigned a computer generated random number (CGRN) at the time of hire, and shall be advised of that number and it shall be recorded in their employee file in Human Resources and on the seniority list. Temporary employees shall be given a CGRN at the time they acquire seniority.

Where two or more employees have the same length of seniority, their order of seniority, relative to each other, shall be determined by reference to their computer generated random number. A lower number shall mean the employee with that number is senior to all employees with a higher random number.

~~The computer generated random number~~ **CGRN** shall be used solely for the purpose of determining the relative order of seniority of employees with the same length or service of seniority date and for no other purpose. For further clarity, the parties confirm that the CGRN is irrelevant with respect

to the comparative seniority of employees who do not share the same length of seniority or seniority date.

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

- a) voluntary resignation;
- b) discharge for cause not reversed through operation of the grievance procedure;
- c) continuous non-employment, including layoff, 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 twenty-four (24) months; whichever is lesser;
- d) failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Region by registered mail or email 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 three (3) working days following such notification.

Footnote: The intent of this Clause is as follows:

- i) the registered mail or email or certified notification shall be deemed to be received on the third business working day after the date of mailing;
- ii) the laid off employee has three working days to notify the employer of the employee's intentions;
- iii) an employee who has complied with ii) above will have a further three (3) working days from the expiry of the time period in ii) above to return to duty.

Employees notifying the Region within the three (3) working days referred to in ii) above, that they are unable to return to work within the prescribed time for a legitimate reason acceptable to the Region, will not have their name struck from the seniority list. Their name, however, may be passed over and the next in line in seniority may be recalled.

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

- e) absence from work without a reasonable excuse for a period of more than three (3) consecutive working days.

11.02 Probationary, part-time or temporary full-time employees **with less than twelve (12) months of continuous service** shall not be eligible to serve as stewards or union committee members.

12.01 It is the mutual desire of the parties that employee complaints be adjusted as quickly as possible. In order to effectively deal with alleged violations of the collective agreement, such allegations will be acted upon in the following manner:

Step One (Complaint):

Employees shall first give their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be in writing on a complaint form, which may be delivered in electronic format as a scanned file, given to the supervisor within ten (10) working days after the circumstances giving rise to the complaint have occurred. Within five (5) working days of receiving the complaint, the supervisor will meet with the employee to discuss the complaint. The employee may be accompanied by one union representative.

The supervisor shall return the form to the employee within five (5) working days of the meeting, with their written response. Failing settlement, it may then be forwarded to Step 2 within five (5) working days of receipt of the response.

In the event the issue concerns a posting, the grievance shall be discussed with the Supervisor making the hiring decision. Such grievance shall originate at Step 2 of the grievance process.

Step Two:

If the complaint is not resolved at Step One, the Grievance Chair or designate may forward a grievance, in writing, **which may be delivered in electronic format as a scanned file**, to the Director of Employee Relations or designate, within five (5) working days of the receipt of the response at Step One, and attach a copy of the Step One form. The written grievance, signed by the aggrieved employee and/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 parties agree that the carriage of the grievance remains with the Union.

A meeting will be held within fifteen (15) working days from the date of receipt of the grievance at Step Two. The meeting will include the appropriate management and union representatives. A decision shall be delivered, in writing, to the Chairperson of the Grievance Committee, within five (5) working days from the date on which the meeting was held.

12.02

The Region may, at its discretion refuse to consider a complaint or a grievance filed directly at Step 2, or having considered it, refuse to agree to the arbitration of any matter, the alleged circumstances of which occurred more than ten (10) working days prior to the filing of a complaint and/or a grievance in writing. Extensions to the ten (10) working days will not be unreasonably denied in the event of a protected leave.

12.03 Policy/Union/Management 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, **which may be delivered in electronic format**, as a grievance by either party, to either the Director, Employee Relations, or the Grievance Chairperson, and dealt with as a grievance as outlined in Article 12.01. 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 grievance shall be presented in writing, which an employee or a group of employees could normally process as an individual employee grievance, or a grievance of a group of employees.

Article 22 - Clothing

22.05

~~Dental Health Educators, Dental Assistants, and Dental Hygienist shall be provided with two (2) new lab coats when they are hired and shall be granted a replacement lab coat on an as needed basis by the Region. Old lab coats must be turned in when a replacement lab coat is issued.~~

Dental Hygienists and Clinical Dental Assistants shall be provided with clinic garments. They will receive either access to clinic garments from a linen service, or two new clinic garments when they are hired, and be granted a replacement garment on an as needed basis. Old clinic garments must be turned in when a replacement clinic garment is issued.

The Parties Agree to the following:

Nov 18, 2020

8.05 a) Subject to Clause 8.05b or 8.06, if permanent fulltime employees are absent from work because of layoff or authorized leave of absence, they shall not lose seniority, but shall not acquire seniority after the first thirty (30) calendar days of such layoff or authorized leave of absence. Employees absent from work on sick leave due to illness, or accident or **protected leave** will continue to accumulate seniority until clause 8.05b or 8.06 applies.

8.07 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/or 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.

20.02a) An employee who is absent by reason of personal or family illness and whose absence is in excess of three (3) consecutive working days, may be required, and in the case of an absence greater than five (5) working days shall be required to furnish a medical certificate acceptable to the Region for each such absence, the certificate is to be submitted to the immediate supervisor or **Disability Management Advisor** ~~division head~~ ~~a by the employee~~ no later than the end of the pay period following that in which the absence occurs.

Where the certificate is submitted to the Disability Management Advisor the employee must advise their immediate supervisor that they have submitted the certificate.

20.04 c) ~~When an employee is off for approximately eight (8) or more consecutive weeks due to illness, injury or accident, the Region will endeavour to notify the union if consent is provided by the employee. Failure to notify the union will not be deemed to be a violation of the collective agreement. The Region will provide the union with a monthly report identifying~~

employees who are off work for eight (8) or more consecutive weeks.

Change "Return to Work Co-ordinator" to "Disability Management Advisor" throughout the Agreement.

Change "Doon" to "Ken Seiling Waterloo Region Museum" throughout the Agreement

Change "EAP" to "EFAP", and "Employee Assistance Program" to "Employee and Family Assistance Program" throughout the Agreement.

Capitalize "U" for Union, where applicable

Change "Commissioner, Human Resources" to "Commissioner, Human Resources and Citizen Service"

Signed in Kitchener this 18th day of November, 2020.

For the Region

Selma Immanuel
Adena
OBrookes
Kim McDonald
Shamkh
Ana Ragh

For CUPE 1883

YAH
JS
BAW
Shawn Martin
Debra Haed
Miller
B

New 8.03

(i) Employees who opted to bump will be able to return to their previous position should the Region reinstate the position within one (1) year of the layoff.

16.04

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

Employees with greater seniority will have first choice of vacation dates, providing the request for vacation time are submitted by April 1st for the period June 15th to January 15th, and by October 1st for the period January 16th to June 14th. This procedure is to allow the vacation schedule to be determined by ten (10) working days after April 1st and October 1st respectively each year.

Employees submitting their vacation requests may indicate alternate choices. Should an employee's request be denied, the employee will have the opportunity to be granted their alternate choice prior to a less senior employee.

b) Employees not submitting a request by either April 1st or October 1st, may submit a request at least **one (1) week** ~~two (2) weeks~~ in advance, and such vacation will be granted on a first come, first served basis in keeping with staffing requirements and the remaining available time slots.

c) Requests for vacation for periods of less than five (5) days may be granted upon provision of one (1) week's notice on a request form. Requests on shorter notice may be granted upon mutual agreement of the employee and the supervisor.

d) Requests for vacation time shall have preference over requests for lieu time and leaves of absence.

17.02 Jury Duty or Witness

Employees who are required to serve as jurors or Crown witnesses in any court **or tribunal**, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the jury or witness service such employees shall present to their Department Head a certificate satisfactory to the Region showing the period of such service.

A coroner's inquest shall be considered as a court for purposes of this Article.

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 of Human Resources Assistant or Designate the full amount of compensation received, excluding mileage and travelling expense, and an official receipt therefore.

Article 22 – Clothing

Amend Article 22.01 as follows:

- 22.01a) The employees set out in this Article shall select their clothing issue as per the Regional Clothing Request Form and shall have the option of selecting any of the items contained on the Work Clothing Request Form, provided the total point value does not exceed the total points allowed for their position in any one calendar year.
- b) **The formula for establishing the total points allowed is the sum of the costs of items listed for the specified positions below:**
- i) **Inspector, Contracts Service**
Environmental Programs Officer
Survey Technician
Environmental Officer II:
Average cost of a shirt X4, plus the average cost of 2 pair of pants X3, plus the cost of a parka/2, plus the cost of a jacket/2 = total points allowed
 - ii) **Municipal Infrastructure Inspector:**
Average cost of a shirt X3, plus average cost of 2 pair of pants X1, plus the cost of a parka/2, plus the cost of a jacket/2 = total points allowed
 - iii) **Production Assistant**
Production Technician:
Cost of 1 shop coat/3, plus the average cost of a shirt X3, plus the average cost of 1 pair of pants X3 = total points allowed
- c) The point values contained in the Work Clothing Request Form will be amended from time to time to reflect the actual cost of the clothing. However, the total points allowed will always maintain the current purchasing power of the current point allotment for each position as provided for in this Article. Points cannot be carried forward from one year to another.

New 22.02 c) The Field Coordinators (Drinking Water and Wastewater) and Environmental Officer I will be supplied with three (3) shirts, two (2) pairs of pants and one (1) coat, to be replaced as needed.

Signed in Kitchener this 14th day of June, 2021.

For the Region

Yvette Chao
Brooks
Kim McDonald
Kashwan
Ana Ragh
Samuel

For CUPE 1883

B. U.
Rhonda Gould
Miller
[Signature]
[Signature]
[Signature]
[Signature]

Signed off Union
emailed it to
mnst July 23/21

The Parties agree to the following

July 14, 2021

8.03

Process for Layoff

f) i) In the event of layoff, a layoff shall occur in reverse order of seniority by position. Position shall be defined as the position /title as set out in Appendix "A" of the Collective Agreement. The least senior employee in the affected position shall be the first laid off. In the event of a recall the most senior person remaining on layoff shall be the first recalled; provided they possess necessary skills, qualifications, and abilities ~~and competence to perform the work available, including all vacant positions without other than a familiarization period of no longer than fifteen (15) working days.~~ In exceptional circumstances, Where both parties agree a training period may be considered.

Union Executive - Region counters the following

(g) In order that the operations of the Union will not become disorganized when layoffs are being made, members of the local executive board i.e. - President, Vice-Presidents, Secretary, Treasurer, and Grievance Chairperson shall be the last persons laid off during their term of office, as long as full-time work, for which they already possess necessary skills, qualifications, and abilities ~~competence to perform the work available without training other than a familiarization period of no longer than ten (10) twenty (20) working days,~~ is available. Where both parties agree, a training period may be considered.

In the case of a change in the local executive board during a layoff, notice in writing of the change shall be given to the Region forthwith and the Region shall have ten (10) working days from receipt of the notification in writing within which to make any changes necessary to apply this Clause to the new local executive board and to terminate its application to the person(s) dropped from the executive board. If any notice to any person being laid off in consequence is required by law, the period of notice will be in addition to the ten (10) working days, and layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.

Notice to Union

(h) The Region will give the Union as much advance notice as is reasonably possible, but not less than ~~thirty (30) seven (7) fifteen (15) days in advance,~~ of any layoff notice affecting members of the bargaining unit. ~~The Union will commit to keep this information confidential.~~ The Region shall meet with the Union to discuss the reasons and expected duration of any layoffs, any realignment of service and staff and its impact in the bargaining unit. of any proposed layoffs. As per Article 32 the redeployment committee will be implemented within seven (7) days of this notice for layoffs impacting five (5) or more employees.

Note: existing article 32 becomes article 33 and article 34 becomes 35.

New Article No Temporary Employees –

Article 8.03 f) vii)

No temporary employee may be employed while any employee is on layoff, provided the laid off employee has the skills, qualifications and abilities to perform the work available within the employee's current grade, or two grades above or two grades below, and within the employee's Department. Should the laid off employee choose not to exercise the above, the temporary employee shall remain in their position or the Region will fill the temporary vacancy.

Article 9.01- Region holding will provide notice if there is a change to the SOP

When a multi-incumbent position or a position with multiple assignments becomes vacant, and the Region determines that an expression of interest will be offered to all permanent incumbents in the job classification the following guidelines will apply.

- i) Employees have five (5) working days in which to indicate their interest in the position.
- ii) If more than one (1) employee expresses interest, the most senior applicant will be awarded the position.
- iii) Permanent transfer of work location will be determined by expression of interest based on seniority within the job classification. When there are no volunteers, the least senior person in the classification will be transferred.

The expression of interest and the job posting may occur simultaneously, however until the expression of interest is finalized, an offer of employment will not be made.

Addition to 9.01d) No New Employees

No employee outside the bargaining unit will be hired until consideration of laid off employees is given. The laid off employee must possess the qualifications, abilities, and skills to perform the work available. Laid off employees must provide Human Resources with an updated resume prior to their layoff date.

Article 11.01

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

- i) a bargaining committee consisting of the President plus not more than six (6) employees;
- ii) an Executive Committee as elected by the union's membership of not more than six (6) eight (8) employees;
- iii) a Grievance Committee of not more than four (4) employees;

Matter ID:

iv) twenty-five (25) stewards as designated by the Union. There needs to be at least three (3) stewards appointed from each of the Cambridge, Kitchener and Waterloo locations.

New Article – 32 Redeployment Committee

A redeployment committee will be established not later than one (1) week after the notice of layoff to the Union or any restructuring/amalgamation/redeployment that may result in a reduction of five (5) or more employees within a department, including but not limited to a reorganization, initiative or budget cuts.

Redeployment Committee Mandate

The mandate of the redeployment committee is to;

- 1) identify and propose possible alternatives to the proposed lay-off(s) or elimination of positions(s)
- 2) identify existing vacant positions or positions which are currently filled but which will become vacant within twelve (12) month period and which are either; (a) within the bargaining unit; or (b) within another CUPE bargaining unit; or (c) not covered by a collective agreement
- 3) identify retraining needs of workers and make recommendations to facilitate such training for workers who are or would otherwise be laid-off.

Composition of the Redeployment Committee

The redeployment committee will be comprised of up to three (3) representatives of the employer and of the union executive. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid. The employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

18.03 Altered Hours

Where an altered work day is required, the Employer shall make every reasonable effort to consider all possible options such as vacancies, Compressed Work Week and flextime to minimize the impact on existing employees in the affected classifications. If the Employer determines that all employees must participate in the changed hours situation, work assignments will be offered by seniority.

If it is necessary to amend the employees hours of work, first volunteers will be sought. If no volunteers are available, the least senior employee(s) will be assigned the work.

The employee(s) assigned shall be given the option of: a) alternating the start time of the day, b) working a longer day to a maximum of ten hours per day. The hours in excess of seven hours per day are accumulated and banked at straight time. This time shall be taken at a mutually satisfactory time, but in any event, within one hundred and twenty (120) days of the occurrence. Employees can choose to have a minimum of a one half hour unpaid meal period.

With the agreement of both parties temporary altered hours may include:

- i) working on the employee's regular scheduled day off, or**
- ii) working half (½) of a regularly scheduled workday with longer days during the remainder of the week for a specified period of time.**

If the Employer determines that all employees must participate in the changed hours situation, work assignments will be offered by seniority.

Provisions of Article 18.02 apply.

Letter #8 LETTER OF UNDERSTANDING RE: Merger, Amalgamation and Contracting Out Contracting Out

Should the Region consider making a recommendation to any committee of Council to contract out a service or **retender a service** which has not been previously contracted out or performed by employees covered by this collective agreement and where such work or services could be performed by employees in the bargaining unit the Region will give the Union ~~thirty (30)~~ **forty-five (45)** days advance written notice.

The purpose of this written notice to the Union is for the purpose of reviewing the reasons for the recommendation and for reviewing possible alternative options. **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.**

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.

Merger and Amalgamation

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 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.

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.

In the event an employee in this bargaining unit in the Region of Waterloo is displaced (ie: 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 ten (10) working day orientation period. 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 (6) 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.

LETTER #10 Compressed Work Week (CWW) –

The parties shall maintain a compressed work week ~~ad hoc~~ committee ~~which will develop the terms of reference and which will review compressed work week requests. consider proposals to establish compressed work weeks in different work units.~~ The committee shall be comprised of a maximum of four (4) representatives of the union and equal representation from the employer. A representative from each party from the area making the request will be consulted if required.

The parties to this agreement understand that compressed work week arrangements may not be feasible in all program areas and for all assignments. ~~A compressed work week standing committee comprised of a maximum of four (4) representatives of the union and equal representation from the employer that have been approved by the supervisor.~~ **After approval from the applicant's director, the decision** to implement compressed work week arrangements require the agreement of both parties. CWW proposals which were not approved by the supervisor will be forwarded to Human Resources for statistical ~~purposes and administrative purposes~~ only.

The parties agree service to the public must continue without disruption and the parties also

agree that proposals will be considered and applied in the spirit of collaboration, flexibility and accountability in keeping with Regional values.

Positive Impact Approvals:

The parties agree that any a **positive impact** compressed work week request must meet the following objectives:

- a) To enhance and extend Services provided by the Region of Waterloo to the community; or
- b) To enhance job productivity and meet the needs and demands of the programs;
and
- c) To enhance employee quality of life and/or job satisfaction.

Neutral Impact Approvals:

The **Director** may approve requests that have a neutral impact on job productivity and citizen service levels. Those CWW arrangements that benefit the Region take priority over neutral applications for choice of days off.

The maximum number of neutral applications approved in any one work area shall be at the Director's discretion. For neutral CWW applications Tuesday Wednesday and Thursday as choice of days off will receive preference; Monday and Friday may be considered if they do not impact operational needs.

A maximum of twenty five (25) neutral applications in the bargaining unit can be in effect at one time. The committee may, in specific circumstances, consider requests in excess of the twenty five (25) that have a neutral impact.

Compressed Work Week Terms

The Employer has the right to deem any vacant position as requiring a CWW schedule. Alternatively, if there is a position with a current incumbent(s) and the incumbent(s) are in agreement, the Employer has the right to deem the position(s) as having a CWW schedule. Only the Employer has the ability to cancel these types of CWW arrangements with four (4) weeks written notice.

At any point **an employee initiated CWW may be cancelled either by the Employer or the Employee** ~~the initial compressed work week employee participating in the compressed work week schedule requested by an employee may cancel the arrangement~~ with four (4) weeks written notice.

Management will review an employee's attendance and performance prior to ~~issues will be a consideration when approving~~ a compressed work week arrangement. **If a concern is**

identified the request will not be considered unless there are exceptional circumstances. In general, requests initiated by probationary employees or new requests from temporary employees will not be considered.

~~The parties understand supervisors are not required to be present during additional hours while staff are working or while providing direct customer service.~~

~~If the committee reaches agreement on a compressed work week arrangement, a trial period of twelve (12) months shall be established during which either the employer or the union may cancel the new arrangement by providing four (4) weeks written notice. Prior to completion of the trial period, the committee will review existing arrangements to determine ongoing feasibility.~~

The parties agree that any compressed work week arrangements agreed to by the committee must meet the following criteria:

1. A compressed work week arrangement must fall within the hours of 7:30 a.m. to 9:00 p.m. **on Monday to Thursday shifts, and 7:30 a.m. to 6:00 p.m. on Friday** within a pay period. **Weekend shifts will be eligible for Compressed Work Week on a case by case basis with agreement of the Union and the Region.** For the purposes of compressed work week arrangements, the normal work day as per Article 18 will be considered to be the hours of work scheduled for any given day.
2. Approval of compressed work week arrangements will be considered after the approval of flex time arrangements. A balance between early and late hours may be a consideration when determining approvals.
3. Where there are multiple competing applications in the same work area seniority will be the determining factor.
4. Unless otherwise approved by their manager, employees will not be permitted to work more than the normally scheduled seventy (70) hours in a pay period. Employees may work a maximum of ten (10) hours per day and forty-four (44) hours per week.
5. Weekly and biweekly schedules established under a compressed work week arrangement must be consistent on a weekly or bi-weekly basis. Longer days must be extended by a minimum of one hour, **assuming a one hour unpaid lunch or a minimum of one and half hours where the employee takes a thirty (30) minute lunch.** For example, an acceptable schedule could include an employee working three 9 hour shifts and one 8 hour shift with one day off, or two 10 hour shifts, one 8 hour shift and one 7 hour shift with one day off. Subsequent requests from an employee or a supervisor to change the compressed work week arrangement shall be given to the other party in writing, at least four (4) weeks before the change is desired, or such shorter time period as may be agreed to by the employee and the supervisor.

6. Compressed work week arrangements may be suspended due to vacation in the months of July, August and December. ~~vacancies, illness or other unforeseen incidents~~ extenuating circumstances to ensure adequate service coverage. Any suspension of a compressed work week arrangement must be for a minimum of a pay period. Any suspension will be implemented with a minimum two (2) weeks' notice. ~~Any extenuating circumstances will be discussed with the union prior to implementation of the suspension.~~
7. The supervisor and the participant will complete an annual review and renewal process ~~with the supervisor and the participant(s) during the summer months. Management will must review a compressed work week arrangement on an annual basis during the summer months to determine if there was a change to the impact of the compressed work week arrangement (positive vs. neutral), determine ongoing feasibility of the arrangement, or discontinue the arrangement.~~ An annual review and renewal process will occur with the supervisor and the participant(s) in the summer months. Prior to confirming the continuation of, or discontinuation of the arrangement, the supervisor and the participant(s) will review the arrangement in relation to will consist of a review of the agreed objectives and discussion and discuss the of the scheduling needs of the Program with respect to guidelines around paid holidays, vacation, time off, etc.
8. Management will monitor attendance and productivity through all normal means available to supervisors.
8. ~~A time tracking form shall be submitted by each participating employee on a biweekly basis to Human Resources. The parties agree that in the event that an employee fails to submit a compressed work week time tracking form for two (2) consecutive pay periods according to the required schedule, the employee will be required to submit time sheets for the remainder of the time she/he is on a compressed work week schedule.~~
9. It is expected that employees in compressed work week arrangements will make routine medical and dental appointments outside of their scheduled hours.
10. Article 18 of the collective agreement applies except that all compressed hours within the pay period are compensated at straight time, unless an employee is authorized to work overtime by their manager.
11. This letter of understanding does not restrict the Region from scheduling an employee in accordance with Article 18 of the collective agreement.
12. Whenever employees are competing for a compressed work week arrangement during the annual renewal process the compressed work week opportunity will be offered based on seniority. For clarity, a junior employee cannot be displaced from a compressed work week arrangement by a more senior employee other than during the annual renewal process.

13. For the purposes of compressed work week arrangements the following will apply:
- a) Paid holidays shall be considered to be a seven (7) hour day.
 - b) The floating holiday shall be considered to be a seven (7) hour day
 - c) A day off with pay in lieu shall be considered to be a seven (7) hour day.
 - d) A regular day shall be considered to be a seven (7) hour day.

Employees will alter their hours during the pay period to accommodate the change in total hours as a result of the above. The arrangement requires the approval of the Manager.

14. Where possible and with no additional financial cost the Employer will review the team training sessions with a view to adjusting the schedule (alternating morning/afternoon/days) to mitigate the impact on individual compressed work week schedules. Staff will be expected to amend their schedule to attend their team training and team meetings as scheduled.

The parties agree that CWW employees will seek to minimize the impact of scheduling concerns caused by their CWW schedule, and will be flexible in adjusting their schedule when requested by their supervisor.

15. Vacation/Sick Leave/Bereavement

Vacation, sick leave, bereavement or other absences will be considered to be the regular scheduled hours for that day. For example, if an employee takes a nine (9) hour day off as vacation, they will have used nine (9) hours of vacation credits.

~~For the purposes of compressed work week arrangements, the vacation entitlement provided in Article 18 of the collective agreement, will be regarded in hours.~~

16. Sick Leave

~~Any employee who is absent from work because of illness (personal or family) will be deemed to be absent from work for the regular number of hours scheduled for that day. For example, if an employee takes a nine (9) hour day off as sick leave, they will have used (9) hours of sick leave.~~

17. Bereavement

~~A bereavement leave day will be considered to be the regular scheduled hours for that day.~~

17. Either party reserves the right to revoke this agreement upon ninety (90) days written notice.

Letter#13 Re: Police Records Check

This Letter of Understanding has been arrived at, in part, by agreement between the parties and, in part, where the parties could not themselves agree and upon hearing their submissions, by order of Arbitrator Christopher Albertyn. As part of the negotiations the Employer reviewed approximately 450-500 positions in the bargaining unit and came up with a list of positions it considered should be covered by this Letter of Understanding. The positions identified below were the result of negotiation between the parties or arbitral decision.

1. The Union retains the right to challenge any decision by the Employer which is made on the basis of what is contained in a police record check. A police record check can take one of two forms: the more extensive check for vulnerable services sector clearance ("a vulnerable services sector report"); and the less extensive check from the CPIC database ("a clearance letter").
2. For job postings which require a police records check, only the successful candidate will be required to obtain a police records check.
3. Once the successful candidate obtains the police record, it is given to the Employer as follows, and the following will apply:
 1. If the police record is clear, the candidate will give it to the Human Resources Associate responsible for arranging the job posting.
 2. If the police record is not clear, the candidate may choose whether to give it to the Human Resources Associate responsible for arranging the job posting, or the candidate may give it to the Commissioner: Human Resources or their designate.
 3. Notwithstanding the above distinction, new hires will give the police record to the Human Resources Associate responsible for arranging the job posting.
 4. If the Human Resources Associate has received the police record and it is in any doubt as to the relevance of the information on the police record to the posting, they will refer the matter to the Commissioner: Human Resources for a decision.
 5. If the police record has been referred to the Commissioner: Human Resources, the Commissioner: Human Resources will determine the impact, if any, of the police record on the appointment of the successful candidate to the position.
4. If the successful candidate, on receiving the police record, chooses to withdraw their application, they may do so without any prejudice whatsoever.

5. If a new position is created and the Employer concludes the position will likely require a police record check, it will negotiate with the Union on the requirement. If the parties fail to agree as to whether a police record check is necessary, or whether it should be a vulnerable services sector report or a clearance letter, they will refer the matter to expedited arbitration, as provided in this Letter of Understanding.
6. Other than as provided in this Letter of Understanding, the Union takes no position on any requirements for police record checks for new hires the Employer makes.
7. The incumbents of positions that are designated in this Letter of Understanding for a police record check will be deemed to have obtained a police records clearance for the position they occupy and the positions they have occupied while employed by the Region or its predecessor. If, however, an employee has occupied positions which require only a clearance letter, and they are the successful candidate for a position which requires a vulnerable services sector report, they will be required to obtain a vulnerable services sector report prior to their appointment to the position. All of the provisions of this Letter of Understanding are subject to this grandparenting provision.
8. If a statute or regulation requires that a police record check be obtained for a particular position, or if a condition for the funding of a particular position requires a police records check, the parties agree that the position will be one which requires such police record check. The position which requires a police record check as a condition of funding, is the following:

| Dept | Pos# | Position Title |
|------|------|----------------|
| | | |

In the event any position is created which requires a police record check as a proven condition of funding, or if there is any such position thus far not identified, the Employer will forthwith inform the Union thereof in writing with supporting documentation, and the provisions of paragraph 5 above will apply.

9. The following positions of trust entail a high level of financial discretion or involve the control/handling of large amounts of cash/funds or computer access to the authorization of the payment of funds, and are not subject to regular monitoring and verification, require a ~~clearance letter~~ **Criminal Record and Judicial Matters Check**:

| Dept. | Pos# | Position Title |
|-------|--------|----------------------------------|
| CSD | R00065 | Income Suppt Admin Services Asst |

| | | |
|------------|---------------|---|
| COR | R00082 | Coord, Parking & Leasing |
| PDL | R00763 | Program Asst (Museums) |
| COR | R00845 | Court Administration Clerk |
| TES | R00880 | Coord, Customer Service (Transit) |
| TES | R00881 | Customer Service Agent (Transit) |
| TES | R00886 | Fare & Retail Program Coord (Transit) |
| PDL | R01097 | Collections Clerk (POCA) |
| COR | R01234 | Accounting Assistant (WRH) |
| CSD | R00784 | Internal Review & Appeals Specialist (CSD) |
| PDL | R01427 | Guest Services Representative (Museums) |
| COR | R00047 | Income Suppt Admin Services Assistant |
| COR | R00066 | Clerk I (Accts Receivable) |
| COR | R00648 | Coord, Employment & Income Suppt Admin |
| CSD | R01654 | Tenant Services Coordinator |
| CSD | R01703 | Program Assistant (Housing) |
| PDL | R00041 | Guest Services Asst (Museums) |
| PDL | R00102 | Council/Committee Suppt Asst |
| PDL | R00844 | Accounts Assistant (POCA) |
| PDL | R00993 | Licensing & Enforcement Services Administrator |
| PDL | R01028 | Trial Coord (POCA) |
| PDL | R01428 | Event Coordinator (Museums) |

| | | |
|------------|---------------|---|
| PDL | R01494 | Teacher/Interpreter (Museums) |
| PDL | R01540 | Accounting & Regulatory Affairs Asst (Airport) |
| PDL | R01215 | Coord, Airport Operations |
| TES | R01049 | Customer Service Assit (Transit) |
| TES | R01473 | Accounting Asst (Transit) |

10. The following positions, dealing with a vulnerable population group, require a Vulnerable services Sector report Check:

| Dept. | Pos# | Position Title |
|--------------|---------------|--|
| PDL | R00046 | Municipal Enforcement Officer |
| PDL | R00826 | Tobacco Enforcement Officer |
| CSD | R00058 | Caseworker (Employment & Income Support) |
| CSD | R00060 | Home Child Care Consultant |
| PHE | R00188 | Dental Assistant (Clinical) |
| PHE | R00189 | Dental Assistant (Programs & Administration) |
| PHE | R00192 | Dental Hygienist |
| PHE | R00246 | Family Infant Consultant |
| CSD | R00380 | Social Worker (Community Services) |
| PHE | R00770 | Family Visitor |
| CSD | R01002 | Tenant & Community Relations Specialist (Housing) |
| PDL | R00177 | Coordinator, Village (Museums) |
| COR | R00999 | Work Scheduler (Facilities) |
| CSD | R00059 | Caseworker (Child Care Subsidy) |
| CSD | R00725 | Employment Programs Facilitator |

| | | |
|-----|--------|---|
| CSD | R01539 | Job Developer |
| CSD | R01581 | Coord, Quality Initiatives (Children's Services) |
| CSD | R01777 | Integrated Service Navigator (Community Services) |
| CSD | R01792 | Tenancy Liaison Specialist |
| PDL | R01305 | Family Literacy Coordinator |
| TES | R01454 | Eligibility & Training Specialist (Transit) |

11. An existing position not listed above will be deemed to not require a police record check, unless:

1. The position has not had an incumbent for longer than 1 year;
2. The position had not been posted for at least 5 years;

In either of these events, the position will be treated as a newly created position and the provisions of paragraph 5 will apply.

12. MANDATORY DISCLOSURE OF CRIMINAL CHARGES AND/OR CONVICTIONS

1. For the purposes of this paragraph, a conviction excludes a conditional or absolute discharge, except for conditional discharges for offences involving a vulnerable person.
2. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human Resources when the employee is convicted of an offence under the *Criminal Code*. Regional management will review the conviction to determine what action, if any, ought to be taken in light of the employee's position and the nature of the criminal offence. The Union reserves its right to grieve and arbitrate any action taken by the Region.
3. An employee who occupies a position which requires a criminal record check in accordance with this Letter of Understanding, shall immediately notify Human

resources when the employee is charged with an offence under the *Criminal Code*, where the nature of the offence is such as to be potentially harmful or detrimental to the Region's reputation or capacity to deliver services to the general public or that it will render the employee unable properly to perform their duties or that it will have a harmful effect on other employees of the Region.

4. Without restricting the generality of the foregoing, an employee must report a criminal charge in accordance with this Letter of Understanding when charged with one of the following offences:
 - a) any violent sexual offence under the *Criminal Code*;
 - b) any offence under the *Criminal Code* involving children under 18 years of age;
 - c) crimes of violence involving a vulnerable person, which include threats, assaults and the use, possession or distribution of a weapon;
 - d) any offence involving the making, possession or distribution of child pornography;
 - e) theft (over \$100) or fraud.
5. If the criminal charge arises out of conduct which occurred outside of the employment relationship, the Employer may suspend the employee with pay and without loss of benefits or transfer the employee to another position within the bargaining unit (also without loss of pay or benefits) pending the outcome of the criminal proceedings. The Union reserves the right to grieve any paid suspension or transfer under this Letter of Understanding. If the criminal charge is not resolved within twelve months, the Employer reserves the right to change the paid suspension to a suspension without pay which may be subject to a grievance under the Collective Agreement. If the employee is charged with a criminal offence and is incarcerated or is subject to a restraining order, the employer will not pay the employee for any period of absence where they are unavailable to perform their position, unless the employee opts to use vacation. If the employee is not convicted of the charges, the employee will be returned to their former position without prejudice to their record.
6. If a person is convicted of an offence, the Employer reserves its right to take such action as it considers appropriate, and the Union reserves its rights to grieve and arbitrate the matter.
7. If the criminal charge arises out of conduct which occurred within the employment relationship, the Employer reserves the right to suspend the employee with or without pay pending the outcome of the investigation, criminal proceedings and/or grievance/arbitration procedure. The Union reserves its rights to grieve and arbitrate the suspension.
8. The Employer agrees to receive the information concerning the employee's charges

and/or convictions and maintain its confidentiality in accordance with the requirements set out in this Letter of Understanding.

9. The employee shall notify Human Resources under this paragraph in the manner set out in paragraph 3.2 above.
10. Consideration of the information received from the employee will be dealt in the manner contemplated in paragraphs 3.4 and 3.5 above.
11. The record of the charges and conviction of an employee will be kept in the manner described in paragraph 13.
13. An employee's police record, and any information they have provided of a relevant criminal charge or conviction, will be kept in a sealed envelope in the employee's personal personnel file with a written instruction as to who will be entitled to have access to it, being:
 1. The employee themselves.
 2. Any person required by law to view it.
 3. The Employer's Commissioner: Human Resources.
14. or the purposes of this Letter of Understanding the references to the Commissioner: Human Resources refer also to their designate, in the absence of the Commissioner: Human Resources.
15. In the event of any dispute arising from this Letter of Understanding, the parties agree to refer the dispute to Arbitrator Christopher Albertyn, or such other arbitrator as the parties may agree, who will hear the dispute on an expedited basis in consultation with the parties.

Letter of Understanding #16 Clothing Allowance- Region proposes to delete

Letter of Understanding #17 Underfill Pilot- Region proposes to Renew

NEW LETTER OF UNDERSTANDING -RE: INTERVIEWING OF PROBATIONARY AND TEMPORARY APPLICANTS

Notwithstanding Article 9.01c)i) the Parties agree that during the term of the current collective agreement 2020-? that the employer Region when filling a competition with multiple vacancies ~~where there will be five (5) or more postings~~ that include testing, permanent full-time, probationary and temporary employees may complete the testing concurrently, at the discretion of the Hiring Manager. The test for the probationary and temporary employees will not be marked until all permanent full-time employees have completed the full hiring process.

The ~~employer~~ Region will notify the Union ~~regarding~~ each time that they are utilizing this process. The Parties will meet to discuss any issues/concerns and review the process at the end of the twelve (12) months period following ratification.

At any time either party may give thirty (30) days notice in writing of the cancellation of this Letter of Understanding.

Signed in Kitchener this 14th day of July, 2021.

For the Region





Kim McDonald

B. Brackley

Anon R. R. R.

Z. L. L. L.

S. L. L. L.

For CUPE 1883





Miller

Richards

R. L. L. L.

Rhonda Howd

S. L. L. L.

Agree to renew and put in body of collective agreement.

LOU #1 RE: Union leave for President, Miscellaneous

Part 1

Part 1 of this letter outlines the expectations for Union Leave for the CUPE Local 1883 Executive Members.

1. During normal working hours the Executive Members are expected to:
 - a) Not make out-going union calls.
 - b) Refer in-coming calls to the union phone number and office hours.
 - c) Not conduct union meetings without prior approval.
 - d) Not process union paper work.
 - e) Endeavour to schedule union meetings outside the normal working hours.
2. During union leave hours the Executive Members are expected to:
 - a) Conduct any union business as the local sees fit.
 - b) Return phone calls.
 - c) Meet with employees provided employees have permission to be away from the workplace.
3. The Union agrees to inform the membership of the Union phone number and hours that the Executive Members are available. CUPE must inform management which executive members are using the leave and their leave schedule. This schedule may be changed **with at least two (2) weeks** written notice to the Employer.
4. Exceptions may be permitted with prior consultation.

Part 2

1. The Region will provide the Union with access to E-mail/fax/voice mail applications to conduct labour relations business. The Union and the Region will meet to discuss the feasibility of the Union using E-mail to communicate with the membership.
2. Both parties agree to undertake to provide their officials with joint training on the Collective Agreement.
3. Following union elections, the parties will undertake to jointly advise the supervisors of union officials of the scope and nature of their union activities, and their legitimate and necessary impact on the workplace.
4. The Region will undertake to provide appropriate coverage for executive members while away from their normal duties on union business.
5. **The Union may schedule a boardroom, when available at any Region of Waterloo location.** ~~Region will provide the Union with access, as required to a private meeting room and telephone at Regina Street and 150 Frederick Street~~

Letter #14

Re: Customer Service Agents

1. The parties recognize that both terminals will be open seven (7) days a week. The hours of work for employees working at the **Customer Service Centre Transit terminals in Kitchener and Cambridge** shall be seventy (70) hours of work over fourteen (14) days, with four (4) days off - not less than two (2) of which will be consecutive, within any fourteen (14) consecutive day period. An employee shall not be scheduled more than seven (7) consecutive days without a day off.
2. The sign up for all shifts will be based on seniority. There will be no rotation of shifts.
3. There will be four (4) sign-ups per year (March, June, September and December). At least four (4) weeks prior to the commencement of the sign-up work period, Management will post the new schedule.
4. In the event employees need to switch shifts, both employees need to jointly ~~sign the appropriate form and~~ forward the request to the Supervisor, Customer Service to ensure appropriate coverage at least one (1) week in advance of the shift change, if possible. The responsibility for the shift shall be with the employee who agrees in writing to work the shift. No overtime will result from switching shifts. Three (3) way shift changes, or greater will not be allowed.
5. Full-time permanent Customer Service Agents shall be supplied with the following annual clothing issue ~~every two (2) years except as noted below:~~
 - a) ~~Eight (8) Four (4)~~ shirts, either summer, winter or turtleneck style ~~at least every two (2) years or as needed as determined by Management.~~
 - b) ~~Four (4) Two (2)~~ pairs of pants, either summer, winter or shorts ~~at least every two (2) years or as determined by Management.~~ Shorts can only be worn between May 1st and Thanksgiving.
 - c) One (1) fleece vest or one (1) long sleeve fleece at least every four (4) years or as needed as determined by Management.
6. Employees who work on the weekend shifts between the hours of Friday midnight and Sunday midnight, shall be paid a weekend shift premium of one dollar and twenty five cents (\$1.25) per hour for all hours worked during this time period.
* (Shift premium amount pending monetary proposal)
7. Opportunities to work on a specified holidays are posted and filled by seniority. If there is an insufficient number of volunteers to work on the specified holiday, the vacant shift(s) shall be assigned by reverse seniority.

8. Employees who work on a paid holiday shall receive pay for such work at the rate of two and one half (2 ½) times their regular rate or Article 15.03a) will apply.
9. For clarification, employees who are not scheduled to work but do work on Christmas Day, shall receive pay for such work at the rate of three (3) times their regular rate and in addition, will be given a day off at straight time with pay in lieu of such holiday at a mutually satisfactory time.
9. ~~Previous City of Kitchener employees will retain the sick leave payout provisions they were entitled to when they were employees of the City. For clarity, an employee whose employment is terminated by death or retirement shall be entitled on termination, to receive up to 100% payment for his/her unused accumulated sick leave credits accumulated after April 1st, 1953 on the basis of his/her regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings, at the rate in effect immediately prior to termination.~~
10. The agreement is applicable to the Customer Service **Agents and Coordinator,** ~~Customer Service (Transit Terminals) clerks~~ only and is made without prejudice or precedent to either party. Except where noted in this agreement, the employees shall be subject to all of the terms and conditions of the CUPE Local 1883 collective agreement.
11. The terms in this agreement will be effective on date of signature and replaces the previous agreements that were in effect for the Kitchener and Cambridge Terminals and will remain in effect unless changed only by the mutual agreement of the parties in writing.

Letters of Understanding

LOU #3- Occupational Health and Safety Act – Renew
LOU #4 – Ontario Works – Renew
LOU #6 - WSIB – Renew – Article 29.05 should be referenced, not 28.05
LOU #7 - Job Differential – Renew
LOU # 11 – Student Volunteers – Renew
LOU #15 – Hours of Work- Renew

Housekeeping Agreed to only monetary proposal to follow

Letter #12

Re: New Hire with Previous Service with the Region and/or directly related external experience

- a) ~~Effective July 1, 2007 until June 30, 2016~~, Where employees with previous service with the Region are rehired into the same or similar classification as their previous classification with the Region, and the break in service from when they are returning is less than two (2) years and the employee was employed with the Region in the same or similar classification in excess of two (2) years, the Region shall start the employee at the two (2) year rate in the salary progression.
- b) ~~Effective July 1, 2007~~ External employees with directly related experience may be given credit (to a maximum of two (2) years) for placement on the salary grid.
- c) If requested by the Union, the Employer will provide appropriate documentation for the placement on the grid.

Signed in Kitchener this 13th day of April, 2021.

For the Region








For CUPE 1883








APPENDIX "A" CONTINUED Special Notes

1. When an employee is successful to a job posting in a higher classification, the employee will be placed at the salary grid step of the new classification that is at least four (4)% more than they were making in their **previous primary** position. If during the first year the employee would have moved to a grid step in the previous position that would pay more than they are currently making in the higher classification, then they will move to the next step of the higher classification on their previous anniversary date. Under no circumstances will an employee receive more than the maximum rate in the higher classification.

Rest of Appendix "A" – status quo.

Appendix C Job Sharing - renew

Appendix D Maintenance Process for the JE/Pay Equity

11. Retroactive pay for jobs that go up in wage, will go back to the date the Maintenance Review Request Form is signed off by the job's immediate supervisor. **Where the employee(s) initiates the maintenance review process, the supervisor will endeavour to complete and sign off the Maintenance Review Request Form within thirty (30) days of receipt (as indicated by the employee's sign off date). If the Form is not signed by the supervisor within thirty (30) days retroactivity pay will go back to thirty (30) days after the employee(s) signed the Form.**

Add following Letter of Understanding

RE: Shift Switches – Customer Service Representatives (SFCC)

As a twenty-four (24) hour operation the Service First Call Centre (SFCC) has shifts assigned throughout the day. In order to provide flexibility to the Customer Service Representatives (SFCC) while maintaining appropriate coverage the parties agree that the Customer Service Representatives (SFCC) will be given the opportunity to switch shifts as follows:

1. In the event employees wish to switch shifts, both employees must request the switch by signing the appropriate form and forward it to their supervisor for approval at least one (1) week in advance of the shift switch, if possible. The supervisor shall advise the employees if the requested shift switch has been approved.
2. The responsibility for the shift shall be with the employee who agrees in writing to work the shift.
3. The shift switches must comply with the Employment Standards, Hours of Work legislations.
4. No overtime shall result from switching shifts.
5. Shift switches must be within the same pay period.
6. Full-time Customer Service Representatives (SFCC) may only switch shifts with other Full-time Customer Service Representatives (SFCC).

7. Employees may switch up to one (1) shift **or one (1) week** per month.

Signed in Kitchener this 8th day of June, 2021.

For the Region

Yvette Engel
Anne Ragh
Brooke
Kalman
Kim McDonald
Shankh

For CUPE 1883

B. W.
Rhonda Gould
AKD
Miller
Richard
[Signature]
[Signature]

Salary Increases

July 1, 2020 – 1.50%

July 1, 2021 – 1.70%

July 1, 2022 – 1.75%

Handwritten notes:
Employer agrees to pay retroactively within (90) ninety days of ratification of the parties.
Signatures: [illegible] 3A

Health and Welfare Benefits

Extended Health Benefits: amend psychologist coverage to include **registered psychotherapist and social workers**.

Increase psychologist, **registered social worker** or **registered psychotherapist** \$850 /year maximum to **\$2000.00/year maximum**

23.04 b) The Region shall provide a major restorative rider to provide for major reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges, implants or dentures on the basis that the insurer and the employee will each pay one half (1/2) the total cost of the treatment(s), but in any event, the insurer's share not exceed ~~\$4,000.00~~ **\$4,400.00** in any one calendar year.

Vision Care – \$550.00 every 2 consecutive calendar years **effective July 1, 2021, \$575.00** every 2 consecutive calendar years **effective July 1, 2022**

Renew LOU # 9 Voluntary Exit Option (VEO)

Handwritten notes:
Remains in place in the duration of the collective agreement 2020 - Jun 30, July 1st 2022.
Signatures: [illegible] 3A

8.03f)ii) second paragraph

8.03 Layoff and Bumping

ii) An employee subject to layoff shall be permitted to bump into the position of any employee who has lesser bargaining unit seniority and who is the least senior employee in the position, the laid off employee is seeking to bump into. **Where the least senior employee in the position is at a different work location from the laid off employee, the laid off employee may bump the least senior employee in the position at their current work location.**

The bumping employee must already possess the necessary skills, qualifications, abilities and competence to perform the work available without training other than a familiarization period of no longer than ~~fifteen (15)~~ **twenty (20)** working days. **Regional training of no more than two (2) working days on software or technology systems specific to a particular position, may be provided.**

New LOU Process for Article 8.03f) vii) Laid off Employees in Temporary Full Time Position Employment—

1. Those who are in receipt of a notice of layoff and have not been laid off, and are placed in a temporary position will be entitled to the full layoff notice **prior to at the end of a temporary assignment** should they be unable to secure a permanent position.
2. Employees are not required to pursue a temporary full-time position employment and may elect to accept the layoff.
3. Should an employee want to be considered for temporary positions opportunities following the bumping process or when electing not to bump those employees will provide a resume that includes their skills, abilities and qualifications.
4. The Region will look within the Division first, reviewing positions **within the employees current grade, and** two grades above and two grades below the laid off position. Once identified the employee will complete the testing for the position. **If the employee is successful in the testing/interview they obtain a 65 on the test they will be placed into the position.**
5. The employee can continue to seek and apply to all permanent positions during the length of the contract. **The commitment clause will not apply to the employee in the temporary position. opportunities.**
6. If unsuccessful within the Division, as outlined above (Number 4) the employee can request to be considered for other temporary positions opportunities in other grade levels/positions **within the employee's by Division.**
7. If unsuccessful or if there are no opportunities available within the Division, the employee can request for **that the Region employer to seek temporary positions opportunities within any the employee's Department, by first reviewing positions within the employees current grade, and** two grades above and two grades below the laid off position. **If the employee is successful in the testing/interview they obtain a 65 on the test they will be placed into the position.**
8. ~~Once identified the employee will complete the testing for the position.~~
9. The employee can continue to seek and apply to all permanent positions during the length of the contract.
10. If unsuccessful in passing the testing/interview as required for the positions above in both the Division and Department the employee will be laid off once the notice period has lapsed.

17.04 b)c) Region agrees to mirror the Employment Standards Act.

8.03

iii) In the event of a permanent layoff, as defined in the Employment Standards Act, all employees to be laid off will be given **ninety (90) at least sixty (60) days** notice of lay-off. Laid off employees must exercise their bumping rights ~~as soon as possible but in any event within thirty (30) ten (10) working days~~ from the date they are notified of the layoff. **Any employees**

bumped will be given at least sixty (60) days' notice of layoff. Any other employees so bumped must exercise their bumping rights within ten (10) working days of their being bumped, and so on, on a ten (10) working day maximum basis for each involved employee.

iv) The employee will be provided with a current seniority list and any requested job descriptions/information and assistance from Human Resources, so that they can make appropriate bump choices, not normally to exceed five (5) choices. Appropriate bump choices shall be defined as positions for which the employee's resume demonstrates the required abilities, education, ~~experience~~, and skills required for the selected bump choices. The employee shall list all of their choices on the bump form and submitting a current resume and any other relevant information with their choices, **according to 8.03f)iii)** ~~by the end of the tenth (10th) day.~~ Employees shall emphasize any education, experience and skills they have which relate to the duties and requirements of their bump choices. The employee may have union representation throughout the process outlined in 8.03 f) iv).

v) In the event of a temporary layoff as defined in the Employment Standards Act, employees to be laid off will receive a ~~five (5)~~ **ten (10)** working day period of notice. On the fifth day of the notice period, all employees must specify the position they wish to bump into, and these, plus all resulting bumps must be completed by the end of the fifth working day.

LOU 2 Re: Joint Health & Safety Committees/Core Committee – Amend

During the course of negotiations the Region and the Union discussed several health and safety issues and agreed to the following:

1. The number of CUPE Local 1883 representatives on the Joint Health and Safety Committee will be jointly agreed upon by the parties. They are as follows:

| | |
|-------------------------|---------------------------|
| Main Street - Cambridge | - 2 representatives |
| Regina Street | - 3 representatives |
| Administration | - 4 representatives |
| Landfill | - 2 representatives |
| Laboratory | - 4 representatives |
| 235 King Street East | - 3 representatives |
| Doon Heritage | - 1 representative |
| 50 Queen Street | - 1 representative |
| Strasburg | - 1 representative |
| 20 Weber St | - 1 representative |

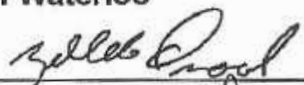
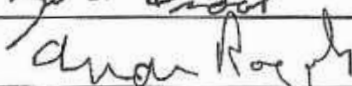
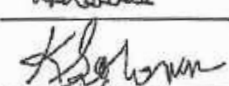
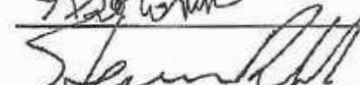
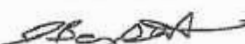
2. The CUPE Local 1883 Committee representatives will meet minimum competency standards as set out in the Occupational Health and Safety Act. The parties reaffirmed the commitment to continue education workshops for CUPE Local 1883 committee members from a variety of training sources.
3. The Region will seek to have each Joint Health & Safety Committee within the jurisdiction of 1883 develop terms of reference.
4. The Region will seek to facilitate the exchange of minutes of meetings between the Joint Health & Safety Committees and the

Health and Safety representatives in locations without committees.
5. The Region will seek the co-operation of all unions in order to form a Core Health and Safety Committee. The purpose of the Committee is to exchange health and safety information and create articles that can be incorporated into the Region News. These articles might include information on the Committee initiatives, the Region's health and safety record or provide a focus on a specific aspect of health and safety in each issue.

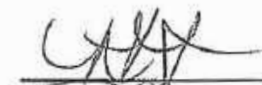

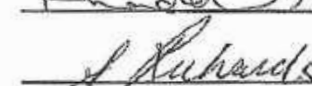
The Core Committee will meet once per year or more often if required and will be comprised of the Co-chairs or designate of the Joint Health & Safety Committee throughout the Region.

Signed at Waterloo, Ontario this 23rd, day of July, 2021 .

For the Regional Municipality
Of Waterloo



 Kim McDonald
 B. Breake




CUPE Local 1883



 Brenda Hoesel

 Miller
