

Collective Agreement

Between

The Corporation of the city of Kitchener

and

Canadian Union of Public Employees
Local 68, Civic Employees

Begins:

02/07/2002

Terminates:

02/06/2004

07005 (08)

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2002 - 2004 COLLECTIVE AGREEMENT

THIS AGREEMENT to be effective

the Seventh Day of February 2002

to and including the Sixth Day of February 2004

BY AND BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter referred to as the “Corporation”)

OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #68 – CIVIC EMPLOYEES**

(hereinafter referred to as the “Union”)

OF THE SECOND PART

ARTICLE 1: PURPOSE OF AGREEMENT

1.1 Whereas it is the desire of both Parties to this Agreement to maintain and develop the existing relations between the Corporation and the Members of the Union, and to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions, conditions and efficiency of operations, and to promote morale and well-being of all employees included in the Bargaining Unit represented by the Union:

Therefore to implement the foregoing, the Parties mutually covenant and agree to the following:

ARTICLE 2: RECOGNITION

2.1 ** The Corporation approves and recognizes the Union as the **sole** Bargaining Agent for all employees of the Corporation covered by this Agreement, save and except Arena Managers and Assistant Managers in **Community Services**, Supervisor, persons above the rank of Supervisor, Office Staff, persons regularly employed for not more than twenty-four (24) hours per week, **and**

students employed during the school vacation or university term period.

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the Corporation to:

a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Corporation by Statute and/or By-Laws of the Corporation.

b) To hire, maintain order and to make and alter from time to time, rules and regulations.

c) The Corporation shall be entitled in an emergency to use its supervisory personnel to do any of the work included among the duties of any classification of work set forth and covered by this Agreement.

3.2 The Corporation recognizes that the foregoing Clause 3.1 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 permanent employees concerned to lodge a grievance in the manner and extent herein provided.

All matters concerning the operation of the Corporation's business not specifically dealt with herein shall be reserved to the Management and be its exclusive responsibility.

Prior to implementation the Union will be advised of rules and regulation changes affecting members of Local #68 that are not covered by this Collective Agreement.

ARTICLE 4: CHECK-OFF AND MEMBERSHIP IN THE UNION

4.1 During the term of this Agreement, there shall be a compulsory check-off of Union Dues upon all permanent and temporary employees of the Corporation 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 Corporation shall be notified in writing thirty (30) days prior to any required change in deductible assessments.

4.2 ** Such deductions will be made by the **General Manager of Financial Services** and City Treasurer from the Payroll weekly; and shall be forwarded to the **National Secretary-Treasurer, The Canadian Union of Public Employees, 21 Florence Street, Ottawa, K2P 0W6** 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. A **copy of the list shall be sent to the Treasurer of C.U.P.E. Local 68.**

4.3 All employees of the Corporation as outlined in Article 2, shall be eligible for Union Membership.

4.4 The Corporation agrees to acquaint new permanent and temporary employees with the fact that a Union Agreement is in effect and with the conditions of employment as

set out in Article 4. New permanent and temporary employees shall be presented with a copy of the Agreement and a letter of introduction to the department Union Steward on commencement of employment.

A designated Union Representative in a given work area will be allowed one half (1/2) hour upon introduction to a new permanent employee(s) to explain working conditions, the Collective Agreement and the Union's function, within three (3) months of being hired. The one half (1/2) hour to be mutually agreed upon by the Union Representative and the Representative's supervisor.

The Union will provide the Corporation with a current list of the names of the Union representatives.

- 4.5 The Corporation and the Union agree that no employee shall in any manner, be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.

ARTICLE 5: STRIKES AND LOCKOUTS

- 5.1 During the term of this Agreement, the Corporation agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strikes, work stoppage or suspension of work, either complete or partial.

ARTICLE 6: SENIORITY, LAYOFFS AND RECALL

- 6.1 A seniority list shall be compiled twice annually and each permanent employee shall be placed thereon upon completion of their probationary period in accordance with their term of continuous service with the Corporation from the employee's last starting date. Copies of said seniority list will be forwarded to the Recording Secretary of the Union.

Where more than one individual has a common seniority date, the greater seniority shall be determined by a random lot draw supervised and conducted by the Union at the time of introduction to the seniority list.

6.2 Seniority shall govern within the respective Division provided that the employees affected are of equal skill, qualifications and ability. In the event of a layoff, permanent employees shall be laid off by classification within their division in the inverse order of their seniority. "Laid off by classification" shall be understood to mean that when the employer finds it necessary to lay off a classification in the division, then the least senior employee(s) in the classification in the division shall be the first to be laid off. When necessary to re-call, they shall be recalled in the reverse order in which they were laid off. Employees who are retained within the division in the event of a layoff must have the necessary skills, qualifications and ability to perform the work required.

6.3 ** A full-time employee who is laid off may exercise their bumping rights into any job classification in the Bargaining Unit having a rate of pay the same as theirs or lower, providing they are bumping a full-time employee with less seniority and they presently possess the required skill, qualification and ability to perform the job they are bumping into with a three (3)

working day orientation period and no training.

- **** An employee may bump into a higher-paid job provided the employee has the essential qualifications for the position into which they wish to bump.
- 6.4** A full-time employee who is laid off may displace a temporary or part-time employee provided that the laid off employee accepts all of the terms and conditions of employment applicable to the temporary or part-time position and is presently possessed of the required skill, qualifications and ability to perform the job. A full-time employee's recall rights shall not be affected by the fact they have displaced a temporary or part-time employee.
- 6.5** The Union shall be notified of all layoffs and recalls.
- 6.6** A grievance arising from the layoff or bumping procedures laid out in this Article shall be filed at Step 3 of the Grievance Procedure.
- 6.7** Subject to Clause 6.8 - if a permanent employee is 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 due to illness or accident, will continue to accumulate seniority until Clause 6.8 (below) applies.

6.8 Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for proper cause not reversed through operation of the Grievance Procedure;
- c) Continuous non-employment, including layoff or any authorized leave of absence, but not including sickness or accident, for a period of time equal to half the length of their seniority at the time of layoff, or for a period of twelve **(12)** months, whichever is the lesser.

d) Continuous non-employment by reason of sickness or accident for a period of time equal to the length of their seniority at the time of commencement of absence, or for a period of twenty-four (24) months, whichever is the lesser;

e) Failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Corporation by Registered Mail sent to the employee at the last address provided by the employee to the Corporation, and failure to return to work after an additional five (5) working days following such notification.

If an employee notifies the Corporation within three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list and they will retain their position for purposes of future recalls. The employee's name however may be passed over for the current recall and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in

An objection by the Union to staff changes shall be construed as a grievance and shall be dealt with in accordance with the Grievance Procedure - commencing at Step 3 of the Procedure, within five (5) working days of receipt of the notification referred to in paragraph one (1) herein.

- 7.4 (7.5) The Corporation will acknowledge all applications received and shall post the names of successful applicants on the Bulletin Boards.

ARTICLE 8: CORRESPONDENCE

- 8.1 Copies of all resolutions of the Council of the Corporation that affect employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the Recording Secretary of the Union by the City Clerk.

- 8.2 ** All correspondence between the Parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Human Resources or Designate, **with a copy to the President and Secretary of the Union Local #68 and a copy to the C.U.P.E. National Representative,**

d) Continuous non-employment by reason of sickness or accident for a period of time equal to the length of their seniority at the time of commencement of absence, or for a period of twenty-four (24) months, whichever is the lesser:

e) Failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Corporation by Registered Mail sent to the employee at the last address provided by the employee to the Corporation, and failure to return to work after an additional five (5) working days following such notification.

If an employee notifies the Corporation within three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list and they will retain their position for purposes of future recalls. The employee's name however may be passed over for the current recall and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in

the family, accident, and other legitimate reasons.

NOTE: The intent of this Clause is as follows:

- 1) The registered notification shall be deemed to be received on the third (3rd) working day after the date of mailing.
- 2) The laid off employee has three (3) working days following such notification to contact the employer.
- 3) An employee who has complied with Number 2 above will have a further two (2) working days from the expiry of the time period in Number 2 above to return to duty.

f) Absence from work without justifiable excuse for a period of three (3) consecutive scheduled **working** days,

In the event that an employee has so lost their seniority status, they shall no longer be regarded as an employee covered by this Agreement, and the Corporation shall not be obliged to rehire the employee.

6.9 ** In the event an employee becomes disabled as certified by a licensed physician, and is unable as a result of such disability to continue in their regular job, such employee will be given preference in the filling of existing vacancies, at the prevailing rates for such vacant jobs, providing the employee has the necessary qualifications and the abilities to perform the essential duties of the vacancy.

6.10 An employee transferred or promoted to a position outside of the Bargaining Unit, shall not lose seniority but, shall not acquire seniority during the twelve (12) calendar months immediately succeeding such transfer or promotion.

If the employee returns to the Bargaining Unit prior to the expiration of their initial twelve **(12)** calendar months, they shall be placed into the Labour Category.

An employee's return to such job may take place only at the discretion of Management.

6.11 * **In the event that a job vacancy occurs or a new position is created while a full time employee(s) is on layoff or has been notified of layoff, before the position is posted the**

employee(s) so affected by the layoff, will be the first employee(s) to be considered for the available position providing they possess the required skill and ability to perform the job.

*

An employee covered by C.U.P.E. Local 68 Mechanics Unit Collective Agreement who is selected for a full time position covered by C.U.P.E. Local 68 Civic Employees Collective Agreement shall receive full credit for all seniority earned in the Mechanics Bargaining Unit.

ARTICLE 7: JOB POSTINGS

- 7.1 a) The Corporation will notify the Union in writing **six** (6) working days prior to filling any staff changes, covered by the terms of this Agreement, and post notice of the position in all departments covered by the Agreement in order that all members **will** know about the position and be able to make written application therefor. Such notices shall contain the following information:

Nature of Position - i.e. department and type of work, required knowledge and education, ability and skills, whether day, evening or night shift and wage rate.

b) If an employee qualifies under the provisions of Clause 6,9 and has the necessary skill, and ability to perform the essential duties for a vacancy - that vacancy shall not be posted for open competition. The employee in question shall be appointed to fill such vacancy.

c) Nothing in this Article shall be construed as restricting the right of the Corporation to temporarily assign an employee to a permanent job vacancy which qualifies for posting hereunder.

The permanent position may be filled temporarily in accordance with the seniority of available employees from within the section in question. The posting procedure and arrangements to promote the employees selected to fill the vacancy shall be done within thirty(30) days from the time the job becomes vacant. Any extensions to this time period will be agreed upon by both Parties. The Union shall be informed of all permanent jobs that become redundant - immediately the job becomes vacant.

d) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation,

leave of absence and temporary transfer, shall not be posted. Temporary vacancies shall be filled in accordance with the seniority of the available employees from within the section in question. Failing this, available employees with the required qualifications within the Bargaining Unit will be considered.

e) Promotion(s) within a Job Title or through On The Job Training, where a vacancy does not exist, will not be posted.

The job titles referred to in this Clause are:

**** Gardener/Horticulturist
Forester/Forester Specialist
Cemetery Service Person/Cemeterian**

Employees may submit early applications for job postings if they know they will not be at work when the job is posted.

*** g) Permanent employees covered by the C.U.P.E. Local 68 - Mechanics Unit Collective Agreement shall be allowed to apply for positions covered by the C.U.P.E. Local 68 Civic Employees Collective Agreement. Subsequent to interviewing**

qualified Bargaining Unit employees for vacancies qualified permanent employees covered by the C.U.P.E. Local 68 Mechanics Unit Collective Agreement who apply for a position will be considered.

7.2 In filling a posting for any **job**, regard will be had to skill, competence and ability and in the event that those qualifications are relatively equal as between employees, the employee with the greater seniority shall be selected.

In the event the successful applicant proves unsatisfactory during the trial period of up to one (1) month or such longer period as may be mutually agreed upon, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred as a result of rearrangement of jobs, shall be returned to their former position without loss of seniority.

7.3 The Union shall be notified in writing of **all** new appointments, promotions, hirings, layoffs, re-hirings and terminations of employment for positions covered by this Collective Agreement within five (5) working days from date of occurrence.

An objection by the Union to staff changes shall be construed as a grievance and shall be dealt with in accordance with the Grievance Procedure - commencing at Step 3 of the Procedure, within five (5) working days of receipt of the notification referred to in paragraph one (1) herein.

- 7.4 (7.5) The Corporation will acknowledge all applications received and shall post the names of successful applicants on the Bulletin Boards.

ARTICLE 8: CORRESPONDENCE

- 8.1 Copies of all resolutions of the Council of the Corporation that affect employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the Recording Secretary of the Union by the City Clerk.
- 8.2 ** All correspondence between the Parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Human Resources or Designate, with **a copy to the President and Secretary of the Union Local #68 and a copy to the C.U.P.E. National Representative,**

**1120 Victoria Street N., Suite 204,
Kitchener, Ontario, N2B 3T2.**

- 8.3 The provisions of this Article shall not apply to the Dues Deductions outlined in Article 4, and the Grievance Procedure outlined in Article 11.

ARTICLE 9: UNION REPRESENTATION

- 9.1 A Bargaining Committee **of** the Union shall be appointed to consist of not more than five **(5)** members. The Union will advise the Corporation of its appointees.

- 9.2 The Union will advise the Corporation of the names of the members **of** the Grievance Committee, Stewards and all other Executive Members. No more than three (3) members of the Grievance Committee shall meet with the Corporation at any one time.

Grievances dealing with discipline may be attended by the grievor.

- 9.3 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 Corporation.

9.4 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Corporatian representatives on Union business, **or** for bargaining for a Collective Agreement, shall be paid for such time at their regular rate, not to exceed their regular daily hours of **work.**

9.5 1) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to **attend** a meeting provided for by this **Contract.**

2) If a Grievance Committeeperson wishes to **be** released to investigate a grievance, they will inform their Immediate Supervisor of the nature and place of the grievance. **The** Immediate Supervisor shall **grant** such release, provided it **will not cause** a significant interference to their work schedule.

3) **Upon** entering a section **or** work area other than their **own**, **the Grievance** Committeeperson will **inform that Immediate** Supervisor of the nature **of the grievance** they are investigating.

4) If requested by the Grievance Committeeperson, the aggrieved employee will be released to discuss their grievance, provided it will not cause a significant interference in their work schedule.

5) The Corporation will pay the Grievance Committeeperson and the aggrieved employee at their regular rate for the time spent processing grievances, provided such activity takes place on Corporation premises and that all requirements of this Article have been observed by the Grievance Committeeperson and the aggrieved employee.

6) The Grievance Committeeperson will inform the aggrieved employee's Immediate Supervisor when their investigation is completed. The Grievance Committeeperson will also inform their Immediate Supervisor of their return to their regular job.

7) The Corporation shall not be liable for the pay of any member of the Union Executive, or other employee represented by the Union, when involved in preparation for, or attendance at, Arbitration Hearings.

8) Grievances shall not be investigated or processed while the employees involved are working overtime.

9) **There** will be no abuse or excessive use of time spent investigating grievances.

9.6 **This** Article shall not apply to Part-Time and Temporary employees.

9.7 The Corporation shall notify an employee, in writing, of any expression of dissatisfaction concerning his/her work performance within ten (10) working days of receiving the complaint. **A** copy shall be forwarded to the Union. The written notice shall include particulars of the **work** performance which led to the complaint.

ARTICLE 10: PROBATION OF EMPLOYEES

10.1 ****** All employees shall be on probation until they have been continuously employed by the Corporation of the City of Kitchener for three (3) continuous months or for sixty (60) actual days worked, inclusive of any Specified Holidays, whichever is the greater, and **no** disputes **as** to the discharge of any such employees shall be considered under

the Grievance Procedure, or otherwise. Temporary help will be dealt with in accordance with Article 28.

ARTICLE 11: GRIEVANCE PROCEDURE

- 11.1 It is the mutual desire of the Parties hereto that complaints of employees shall be adjusted as quickly as possible. Such complaints shall be acted upon in the following manner and sequence.

Step 1

It is understood that an employee has no grievance until they have first given their immediate Supervisor an opportunity of adjusting their complaint. Such complaint shall be discussed with the immediate Supervisor within seven (7) working days after the circumstances giving rise to the complaint have occurred, and failing settlement, it may then be taken up as a grievance within five (5) working days following the discussion with the immediate Supervisor. In discussing such complaints, the employee may be accompanied by a Local Union Representative.

Step 2

The aggrieved employee(s) shall submit their grievance in writing to the Chairperson of the Union Committee.

If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with the Grievance Committee, shall first seek to settle the dispute at a meeting with the Division Manager and/or his or her immediate departmental Director/Manager within five (5) working days as spelled out in Step 1.

The written grievance signed by the aggrieved employee(s) 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 Division Manager and/or his or her immediate departmental Director/Manager will deliver their decision in writing within five (5) working days following the day on which the grievance is presented to them.

The Division Manager and/or his or her immediate departmental Director/Manager will also distribute copies of the original

grievance and their answer, to the immediate Supervisor concerned.

Failing settlement then Step 3 may be invoked.

Step 3

Within five **(5)** working days following the decision under Step 2, the Grievance Committee may submit the written grievance to the Manager of Employee Relations or Designate.

A meeting will be held within ten (10) working days at which time the matter will be reviewed.

The Manager of Employee Relations or Designate will deliver their decision in writing within five **(5)** working days from the date on which the meeting was held under Step 3.

- 11.2 A complaint or grievance arising directly between the Corporation and the Union concerning the interpretation, application or alleged violation of this Agreement, shall be originated under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Article 12. This provision may not be used to process a grievance directly affecting one (1) employee or a group of less than four (4) employees unless the time within which such employee or employees could lodge or continue a grievance has not expired at the time the policy grievance is lodged.

Any grievance by the Corporation or the Union as provided in this paragraph, shall be commenced within thirty-five (35) calendar days of the date of occurrence.

Either Party may request the presence of the grievor at any step of the Grievance Procedure.

- 11.3 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 a matter is arbitrable, such grievance may be submitted to Arbitration, as set forth in Article 12.

If no written request **for** Arbitration is received within twenty (20) working days

after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

- 11.4 Replies to grievances shall be in writing at all stages.
- 11.5 All agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation and the Union and the employee(s).
- 11.6 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.
- 11.7 Where no answer is given within the time limits specified in the Grievance Procedure, the employee(s) concerned, the Union and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.

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- 11.8 The Corporation will supply the necessary facilities for the Grievance Meeting.
- 11.9 The time limits fixed in the Grievance Procedure may be extended by mutual consent of the Parties to the Agreement.
- 11.10 * The Parties agree that in the event a grievance is not settled at Step 3 of this Grievance Procedure, before taking the matter to Arbitration, the Parties may mutually agree to refer the matter to a Grievance Mediator. The Parties will share the cost of the Grievance Mediator on an equal basis.

ARTICLE 12: ARBITRATION

- 12.1 ** Any dispute or grievance which has been carried through all stages of the Grievance Procedure, in accordance with the Collective Agreement, and has not been settled may be referred to a Sole Arbitrator at the request of either of the Parties (subject to the time limit in 11.3).
- ** Within five (5) days thereafter the Party invoking Arbitration shall submit the names of three (3) Arbitrators for consideration. At this time both Parties

will attempt to come to an agreement on selecting a Sole Arbitrator.

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In the event the Parties are unable to agree on a Sole Arbitrator, the Minister of Labour for Ontario shall be asked to appoint one.

12.2 ** No person shall be selected as **Sole Arbitrator** who -

1) is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the Parties. An Arbitrator shall not be considered as a paid agent;

**

2) has any pecuniary interest in the matters referred to **Arbitration**.

12.3 ** Each of the Parties to this Agreement will **equally share** the expenses of the Arbitrator appointed.

12.4 The time limits fixed on Arbitration Procedure may be extended by mutual consent of the Parties to this Agreement.

12.5 ** At any stage of the Grievance or Arbitration Procedure, the Parties may have the

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

- 12.6 ** The decision of the **Arbitrator** shall be binding on both Parties. The **Arbitrator** shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision. Either Party may request the **Arbitrator** to reconvene.
- a

ARTICLE 13: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

- 13.1 Notice of the discharge, suspension or demotion shall be forwarded by Registered Mail no later than five (5) working days after the discharge, suspension or demotion to the last known address of the employee so discharged, suspended or demoted. The notice shall state the reason for such

discharge, suspension or demotion. A copy of this correspondence shall be forwarded to the Secretary of the Union with a copy to the C.U.P.E. National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario. N2B 3T2.

13.2

A claim by an employee that they have been unjustly discharged, suspended or demoted 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 discharge, suspension or demotion and the first step of the Grievance Procedure will be omitted in any such case. For the purposes of this Clause, the five (5) working days will begin upon receipt of the registered notice referred to in Clause 13.1 by the Secretary of the Union.

Such special grievance may be settled under the Grievance and Arbitration Procedures by:

a) confirming the Corporation's action in dismissing, suspending or demoting an 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**, if appointed;

d) employees of Local #68 shall have the right to see their **own** personnel file while in the presence of a member of the Human Resources Division at such time that is convenient to the Corporation and within five (5) working days of the employee's request.

13.3 The Corporation agrees that matters of discipline which are more than twenty-four (24) months old shall not be used against an employee.

13.4 At meetings where disciplinary matters are discussed or investigations are conducted which may result in discipline, a Union representative will be present at the request of the employee or the Corporation.

If an employee is to be discharged the employee will be accompanied by two **(2)** Union representatives.

ARTICLE 14: SPECIFIED HOLIDAYS

14.1 All permanent and temporary employees covered by this Agreement, who have completed sixty (60) consecutive calendar days, since their last date of hire are entitled to eleven (11) Specified Holidays with pay, regardless of the day on which the Holiday occurs, provided they have worked their regular shift on their regular work day preceding such Holiday and the regular work day succeeding such Holiday, or has obtained authorized leave of absence for such regular work days. Provided also, that a permanent and temporary employee works on a Specified Holiday if they are scheduled to do so.

Said Specified Holidays shall be:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

1/2 day Christmas Eve and 1/2 'day New Year's Eve, when Christmas Eve or New Year's Eve fall on a weekday, i.e. Monday

ARTICLE 15: VACATIONS

15.1 The qualifying year shall be from June 1st to May 31st.

15.2 The following schedule of entitlement shall become effective on June 1, **1992**.

Less than 1 year -

1 day per completed calendar month of service (max. ten (10) working days)

Not less than 1 year, but **less** than 3 years

- 2 weeks

- 4% of gross earnings for vacation year or 80 hours, whichever is **greater**

Not less than 3 years, but less than 9 years

- 3 weeks

- 6% of gross earnings for vacation year or 120 hours, whichever is greater

Not less than 9 years, but less than 16 years

- 4 weeks

- 8% of gross earnings for vacation year or 160 hours, whichever is greater

Not less than 16 years, but less than **25** years

- 5 weeks

- 10% of gross earnings for vacation year or 200 hours, whichever is greater

Not less than 25 years

- 6 weeks

- 12% of gross earnings for vacation year or 240 hours, whichever is greater

*

The following schedule of entitlement shall become effective on June 1, 2003:

Less than 1 year

- 1 day per completed calendar month of service (max. ten (10) working days)

Not less than 1 year, but less than 3 years

- 2 weeks

- 4% of gross earnings for vacation year or 80 hours, whichever is greater

Not less than 3 years, but less than 9 years

- 3 weeks

- 6% of gross earnings for vacation year or 120 hours, whichever is greater

Not less than 9 years, but less than 16 years

- 4 weeks

- 8% of gross earnings for vacation year or 160 hours, whichever is greater

****** Not less than 16 years, but less than **24** years
- 5 weeks
-10% of gross earnings for vacation year or 200 hours, whichever is greater

****** Not less than **24** years
- 6 weeks
- 12% of gross earnings for vacation year or 240 hours, whichever is greater

15.3 ** Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings, as defined below, for the vacation year for each week of vacation entitlement or at the employee's basic rate of pay plus shift premium if applicable, whichever is the greater.

Such vacation pay shall be paid at the time the vacation commences, however, such advance vacation pay shall not be made for a vacation period of less than one (1) week; except in the case of an employee whose total vacation entitlement is less than one (1) week's pay.

For the purpose of clarification of gross earnings, it shall consist of pay for the prior vacation period, pay for Specified Holidays

and shift premium in addition to gross hourly wages earned, including overtime.

- 15.4 When the employment of an employee is terminated they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.
- 15.5 Vacations must be taken within the twelve (12) month period following June 1st eligibility date and shall not be accumulated.
- 15.6 ** A vacation schedule shall be posted by the Department Manager before February in each year, and employees shall arrange with the Department Manager to indicate on the schedule their holiday periods (to be settled by way of seniority). The holiday schedule shall be completed by all employees on or before April 1st in each year.
- 15.7 ** No employee shall be entitled to take more than two (2) weeks vacation during the period commencing with the Monday closest to the 15th day of June and ending with the first Sunday in September. No Facility Attendants/Facility Operator Technicians shall be entitled to take more than two (2) weeks vacation during the period commencing with the first Monday

in September and ending with the second Sunday in April. Additional time off during said periods may be arranged at the discretion of the Department Manager. The balance of an employee's vacation entitlement shall be arranged with the Department Manager.

15.8 Subject to the provisions of this Article, all vacations shall be scheduled by the Corporation having regard to seniority and the work and service required to be done and provided.

15.9 ** Vacation pay advances shall be made by Finance in accordance with the vacation schedule completed by employees in accordance with **Clause 15.6**. Accordingly, any changes made in such schedule thereafter must be provided to **the** City Finance Department at least three (3) weeks prior to the date the vacation advance is required. All vacation cheques to cover the pay period falling within the vacation period only.

15.10 When any of the Specified Holidays listed for payment in this Agreement occurs within an employee's vacation period, such employee shall be granted an extra day's

vacation at any time convenient to the Corporation and taking into consideration the employee's request for such time off.

- 15.11 Under special circumstances employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying up to one (1) week's vacation to the next vacation period upon written request to their Department Head with a copy to the Director of Human Resources.
- 15.12 In the event of accident, illness or injury resulting in confinement in a hospital or a recognized medical treatment centre as evidenced by a medical certificate or if an employee qualifies for bereavement in accordance with Article 18, there will be no deductions from vacation credits for the period of said confinement or paid bereavement leave. The period of vacation so displaced shall be taken at a time convenient to the Corporation.
- 15.13 This Article dealing with vacations does not apply to employees who are in receipt of Long Term Disability benefits.

ARTICLE 16: LEAVE OF ABSENCE

16.1 Leave of absence will be granted for Union business and may be granted any permanent employee without remuneration to a maximum of three (3) months. During the period of such a leave, no employee may accept employment for wages or salary, except with the Canadian Union of Public Employees, or any labour organization affiliated to The Canadian Labour Congress.

Should the employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual agreement between employees, the Corporation and the Union.

16.2 Not more than two (2) employees shall be granted leave of absence for any period in excess of three (3) months to attend to Union business unless permission is granted by mutual agreement between the Corporation and the Union.

16.3 Pregnancy and/or Parental Leave shall be granted in accordance with the provisions of The Employment Standards Act. During such leave seniority shall continue to accrue

but such periods of leave shall not count towards probationary periods, or periods of progression on a pay scale. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental Leave. All other benefits shall be in compliance with the Employment Standards Act.

Adoption Leave shall be granted in the same manner as parental leave.

ARTICLE 17: JURY DUTY AND ATTENDANCE IN COURT

17.1 Employees who are called to and report for jury duty or are a subpoenaed witness in any court, or are requested by the Corporation to act as a witness 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 jury duty or attendance as a witness, such employee shall present to their Department **Head** a satisfactory certificate showing the period of such service.

-
- 17.2 ** Such employee will be paid their full salary or wages at straight time based on an eight (8) hour day for the period of such jury duty or attendance as a witness, provided they deposit with the **General Manager of Financial Services** and City Treasurer the full amount of compensation received, excluding mileage and travelling expense, and ~~an~~ official receipt therefor.

ARTICLE 18: BEREAVEMENT LEAVE

- 18.1 ** In the event of a death of an employee's spouse, child of the employee and the employee's spouse, **father or mother** of either the employee or ~~their spouse, the~~ employee shall be entitled to up to five (5) working days off with pay, to be taken within either five (5) working days before or after the day of the funeral.

In the event of a death in the immediate family of an employee or their spouse, they shall be entitled to up to three (3) working days off with pay, to be taken within either five (5) working days before or after the day of the funeral.

The immediate family ~~of the employee~~ to be as follows:

**

Sister, brother, step-mother, step-father, grandchild and grandparent of either the employee or their spouse.

In the event of the death in the family of an employee they shall be released from duty for one (1) day with pay to attend the funeral.

The family of the employee to be defined as follows:

Son-in-law, daughter-in-law, and the spouse of either the employee or the employee's wife/husband's brother or sister.

Additional compassionate leave may be granted as is necessary without payment for such time.

One (1) Union appointed member shall be granted time off to attend the funeral of a member of C.U.P.E. Local #68.

NOTE:

The term spouse shall be deemed to include a common-law spouse provided that the employee has previously declared the common-law relationship in writing to the Human Resources Division in the manner and form prescribed by the Corporation.

ARTICLE 19: HOURS OF WORK

- 19.1 a) Subject to Clause 19(b) and Clause 20.1, the standard hours of work for employees shall be scheduled on an eight (8) hour per day basis, Monday through Friday, forty (40) hours per week.

This shall constitute the regular work week, except for rotation or static shift operations, with a regular work week period which shall not exceed eight (8) hours per day or forty (40) hours per week at regular basic rates.

- b) The standard work period for employees who are employed in any Corporation operation which is required to be operated on a six (6) or seven (7) consecutive day basis, shall be eighty (80) hours over ten (10) days within any fourteen (14) consecutive day period.

As of the date of this Agreement, the operations covered by this Clause are - Community Services activities, which are for recreation, entertainment, instructional purposes, or some other activity required for the Municipality's citizens and which must be performed on Saturdays, Sundays

and/or Specified Holidays, to permit citizen participation;

- Custodian/Janitorial Services - Night Sanders, Community Services Department

c) Scheduled hours of work for both (a) and (b) above shall be established by the Corporation. Any changes in scheduled hours of work shall be processed through the Director of Human Resources or Appointee, who will discuss such change with the Union, taking into consideration the Union's views on the matter before implementation of the changes.

The Union will receive at least seven (7) consecutive calendar days notice of any change, unless an emergency situation requires a change on short notice of short term projects.

It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week, nor as a guarantee of working schedules.

d) If the Corporation decides that shift work is necessary for its operation in areas where shift work has not prevailed in the past the Corporation shall advise the Union at least seven (7) consecutive calendar days in advance of implementation. Employees who are regularly employed in such activities at the work location shall be given the choice of shift assignment based on seniority, providing the employees concerned are currently possessed of the necessary skills, abilities and qualifications to perform the duties required.

ARTICLE 20: OVERTIME AND PREMIUM PAY

Overtime

20.1 Employees shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of eight (8) hours in any one (1) day except where schedules have been established to provide longer work days where necessary having regard to the nature of the work.

In any event, where such exceptional schedules are established, **the** normal work week shall not exceed forty (40) hours.

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- 20.2 Time worked in excess of a scheduled work day, the scheduled work week or on a Specified Holiday, shall be overtime.
- 20.3 Overtime rates shall apply for work as follows:
- (a) On a regular work day - time and one-half (1 1/2).
 - (b) On the first regularly scheduled day off -time and one-half (1 1/2).
 - (c) On the second regularly scheduled day off - double time (2x).
 - (d) On a Holiday when the employee was scheduled to work - time and one-half (1 1/2) plus a day off with pay at a time mutually agreeable, taking into consideration the type of operation and required scheduling.
 - (e) On a Holiday when the employee was not scheduled to work - double time (2x), plus the normal day's pay for the Holiday.
- 20.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

-
- 20.5 When an employee is receiving overtime premium rates there will be no pyramiding of any other premiums. Lead Hands will however, still receive the applicable Lead Hand Premium if so occupied.
- 20.6 The Corporation agrees that overtime hours shall be distributed equally among employees qualified to do the required work and regularly employed on the particular work involved.
- 20.7 ** Instead of cash payment for overtime, an employee may choose to receive lieu time off at the overtime rate at a time mutually agreeable to the employee and the immediate Supervisor. Accrual of hours will not exceed eighty (80) hours in any given period.
- 20.8 Call-In, Call-Back, Report and Stand-By
- An employee who reports for work at the regular starting time, who has not previously been notified not to report who is laid off for any reason - such as inclement weather, equipment failure or material shortage, will receive pay for a minimum for four (4) hours for the morning; the same to apply under similar circumstances in the afternoon,

except that afternoon minimum shall be two (2) hours. To the extent that it is reasonably practical, senior employees shall be given preference to stay and do any work available - i.e. an employee who starts work at their regular starting time will receive four (4) hours pay for the morning.

If an employee has not been sent home prior to 12:00 p.m. (noon) and is still working after 12:00 p.m. (noon), they will be entitled to an additional afternoon, minimum of two (2) hours commencing at 12:00 p.m. (noon) and ending at 2:00 p.m. (Changes to the present schedule of work hours or paid lunch periods may alter this clarification).

20.9 Stand-By Call

** Employees who are authorized employees scheduled for stand-by call shall receive **ninety-five dollars (\$95.00)** per week **effective February 7, 2002**, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

* **Effective February 7, 2003 employees who are authorized employees scheduled for**

stand-by call shall receive one hundred dollars (\$100.00) per week, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

For Clarification Purposes Only:

(The minimum of two **(2)** hours pay-out at the appropriate overtime rate will only be paid for each separate call-out originating from the employee's place of habitat at the instance of the call. If a second, third **or** more emergency calls occur while the stand-by person is in the process of emergency repair work or has not returned to their place of habitat, each subsequent call(s) under these circumstances will be considered a continuous call, and the two **(2)** hour minimum will not re-apply).

20.10 ** Effective February 7, 2002 employees scheduled for stand-by call for a weekend of two to four **(2 - 4)** consecutive days shall receive **sixteen dollars and fifty cents (\$16.50)** per day for such duty and in **addition**, all employees when called out on emergency call to be paid a minimum **of two (2)** hours at the appropriate overtime rate.

*

Effective February 7, 2003 employees scheduled for stand-by call for a weekend of two to four (2 - 4) consecutive days shall receive eighteen dollars (\$18.00) per day for such duty and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate

For Clarification Purposes Only:

(The minimum of two (2) hours pay-out at the appropriate overtime rate will only be paid for each separate call-out originating from the employee's place of habitat at the instance of the call. If a second, third or more emergency calls occur while the stand-by person is in the process of emergency repair work or has not returned to their place of habitat, each subsequent call(s) under these circumstances will be considered a continuous call, and the two (2) hour minimum will not re-apply).

20.11 Shift Premium and Bonus

** There shall be a shift premium paid for afternoon shift and night shift. **Effective February 7, 2002** when the major portion of the shift falls between 3:00 p.m. and 11:00

p.m. a shift premium of eighty-five cents (~~85¢~~) per hour will apply. When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium of **ninety** cents (~~90¢~~) per hour will apply.

- **** Effective February 7, 2003 when the major portion of the shift falls between 3:00 p.m. and 11:00 p.m. a shift premium of **ninety** cents (~~90¢~~) per hour will apply. When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium of **ninety-five** cents (~~95¢~~) per hour will apply.

Where overtime is worked on scheduled Days of Rest by day shift personnel, there shall be no shift premium paid. Shift premium pay shall not be taken into calculation where overtime premiums apply. Employees on snow removal required to work outside of their normal schedule, who do not qualify for any overtime premium, shall then qualify for the shift premium applicable to employees who normally work on the hours in question.

- **** Employees who work on a regularly scheduled Saturday or Sunday, and the majority of their shift falls between 7:00 a.m.

and 3:00 p.m. will receive a seventy cent (70¢) per hour premium.

In any event there shall be no pyramiding of premiums.

20.12 Meal Allowance

****** Effective February 7, 2002 an employee who works two (2) or more hours continuous with the regular working day shall be eligible for a meal allowance of seven dollars (**\$7.00**). Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

***** Effective February 7, 2003 an employee who works two (2) or more hours continuous with the regular working day shall be eligible for a meal allowance of seven dollars and fifty cents (**\$7.50**). Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

ARTICLE 21: REST PERIODS

21.1 Rest periods and eating periods will be taken on the job site.

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- 21.2 Employees shall be provided with either two (2) ten (10) minute rest periods or one (1) twenty (20) minute rest period. Employees scheduled for ten (10) minute rest periods shall be scheduled to take one (1) rest period prior to their scheduled lunch period and one (1) rest period after their scheduled lunch period. Employees scheduled for one (1) twenty (20) minute rest period shall be scheduled to take such rest period prior to their scheduled lunch period.

ARTICLE 22: WASH-UP TIME AND/OR TIME ALLOWANCE FOR CLOTHING CHANGE

- 22.1 ** Employees shall not leave their place of work before the regular **quitting** time.
- 22.2 Wash-up time will be allowed prior to the termination of each work period, when necessary.
- 22.3 ** Time allowance for clothing change shall be subject to the discretion of the Manager **and/** or the Supervisor in **charge** of the work assignment.

ARTICLE 23: WAGE RATES

23.1 Wage rates and job titles for the duration of this Agreement shall be set forth in Appendix “B” attached hereto, which shall form part of this Agreement.

23.2 Temporary Job Transfers

** Any employee called upon to perform duties in a higher rated band will be placed at the step placement that generates an increase. Should an employee request to be transferred, or be transferred through accommodation, to a lower job band their rate of pay shall be changed to the lower job band and they will be placed at the step that generates no increase or the least amount of decrease. This Clause does not apply to dual jobs, where the appropriate job band will be paid.

Should an employee be transferred to a lower-rated job by Management their rate of pay will not be changed.

23.3 Seasonal Job Transfers

Should any employee, at the request of the Corporation be transferred to a lower rated

job title for a period of up to five (5) months, (i.e. winter season), that employee shall continue to receive the higher rate which is applicable to the employee's last permanent job title, he/she was performing immediately prior to such transfer.

This Clause does not apply to positions for which a dual rate was identified on the job posting.

23.4 (23.5) Pay Period

The interval between pay days shall be no longer than seven (7) calendar days.

ARTICLE 24: SAFETY AND HEALTH

24.1 The Corporation shall endeavour at all times to provide safety appliances in accordance with Provincial Legislation.

24.2 ** **All employees and the Union shall** cooperate with the Corporation to the fullest extent in the maintenance of safety appliances and **observance of all** safety practices.

24.3 **All** permanent and temporary employees shall be supplied with safety shoes

appropriate to their occupation. Safety footwear will be provided according to the Corporation's Safety Footwear Policy. Rubber galoshes, buckles, with light felt type lining, where required, will be issued for winter use, to be worn over the work shoes. Worn out galoshes must be exchanged for new issues.

- 24.4 All permanent and temporary employees shall also be supplied with other protective gear as required e.g. gloves, hip boots, hard hats, safety glasses and rainwear, worn out items must be exchanged for new issues.

ARTICLE 25: CLOTHING SUPPLIED BY THE CORPORATION

- 25.1 ** All permanent employees will select their clothing issue using the Uniform Order Form **as** outlined in Appendix D of this Agreement. 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 the current cost of the standard issue which is defined **as**:

3 shirts supplied once per year

3 pairs of pants supplied once per year

1 jacket supplied every 3 years

1 parka supplied every 3 years

The resulting formula for establishing the total points allowed is the cost of a long sleeved light weight shirt x 3, plus the cost of 1 pair of flat front pants x 3, plus the cost of 1 jacket/3, plus the cost of 1 parka/3.

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

Unused points cannot be carried forward from year to year.

Items listed on the Uniform Order Form can be amended from time to time by mutual agreement of the Parties.

Employees who do not choose the standard issue will be responsible for providing their own clothing, at their own expense, in the approved color.

Employees who post into a job requiring a Uniform Standard that is different from the

job they posted out from, will be issued the essential clothing at the discretion of the Corporation on a 50/50 cost-shared basis.

Excessively worn, tattered or dirty clothing will not be permitted.

The only hats that are to be worn will be those authorized by the operating departments.

When wearing the uniform, it is understood that the outer layer of clothing that is worn by the employee will always be the City-issued clothing. If there is the need for layering of clothing, those layers (such as turtlenecks, additional sweaters) will be worn underneath of the Uniform Standard issue.

The Uniform Standard issue is identified in Appendix D.

All clothing will be issued in the month of April or as soon as possible thereafter. The initial issue will be April 2003.

Employees hired after the annual issue will be supplied with clothing in the amount of 70% of the total annual point value.

Temporary employees will be issued clothing at the discretion of the Corporation on a ~~50/50~~ cost-shared basis.

Short pants may only be worn between May 1st and Thanksgiving Day holiday weekend. The short pants will be of a reasonable length. As a guideline, approximately two (2) to three (3) inches above the knee would be considered reasonable. All necessary safety requirements are to be met and if for safety reasons, short pants are deemed by Management to be inappropriate in specific areas or situations, they must not be worn.

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.

25.2 Coveralls will be issued to employees at the discretion of the Corporation and will be maintained by the employees except for the following:

** Sewer Maintenance employees and employees operating the Fire Wagon will

be coveralls to be maintained and cleaned by the Corporation on a weekly basis.

25.3 ** A Joint Clothing Committee, comprised of two (2) members of the Union and two (2) members of the Corporation will continue to resolve clothing issues that are not cost related, on an ongoing basis.

25.4 Wearing of City issued and approved clothing while on duty is a condition of employment. Failure to comply may result in progressive disciplinary action.

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Uniform Standard

Shirt – Any style listed on Appendix D.

Pants long or short.

Standard color determined by Operating Management.

Variations from the Uniform Standard are to be made by mutual agreement.

Outerwear will be determined by Operating Management in consultation with the Union.

Employees working at the Cemeteries, Golf Courses or Arenas will have a Uniform Standard of golf shirt, sweatshirt, pleated pants long or short.

ARTICLE 26: EMPLOYEE BENEFIT PROGRAM - SEE APPENDIX "A"

26.1 ** Permanent employees hired prior to June 1, 2002 will have their eligibility for any gratuity payments for sick leave credits upon termination, death or retirement grandfathered and this gratuity entitlement can only be given up with an employee's permission.

Permanent employees hired after June 1, 2002 will be covered for accumulated Sick Leave Credits as provided for in the By-Laws and/or Amendments thereto of the Corporation, but upon termination, death or retirement shall not be eligible for any gratuity payments for sick leave credits referenced therein.

26.2 All permanent employees of the Corporation and their dependents are insured by the plans as described in Appendix "A" to this Agreement.

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- **** Temporary employees of the Corporation and their dependents are insured as per the attached Letter of Understanding #3.
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ARTICLE 27: BULLETIN BOARDS

- 27.1 Bulletin Boards shall be provided in all departments. The Union shall have the right to post general notices of Union activities but shall not however post notices of a political or personal nature.
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ARTICLE 28: EMPLOYEES

- 28.1 The word “Employees” as used in this Agreement shall be understood to mean any full-time permanent employee filling any position covered by, or holding seniority rights under the terms of this Agreement.

28.2 Definition of Temporary Employees

Notwithstanding the above and any other terms and conditions of this Agreement, the Corporation shall be entitled to hire temporary help. Temporary help shall mean any employee filling a position ordinarily held by a full time permanent employee with the exception that they shall work no longer

than ten **(10)** consecutive months in any one work period.

Those working as temporary help could be posted to the permanent staff at any time during the period of such employment at the discretion of the Corporation. Any temporary help retained for a period of more than ten **(10)** months would automatically become an employee. Temporary help shall not be regarded as falling within the definition of employee set out above, and shall only come within the terms of this Agreement for the purpose of checking-off and wages, unless otherwise stated herein.

ARTICLE 29: EMPLOYEE CALL-IN AND MEDICAL EXAMINATION

29.1 Employees who are unable to assume their normal duties on any working day, must notify their Supervisor prior to the commencement of their **regular shift** on day shift operations. Where their Supervisor is not available such employee **is** required to call dispatch. Any employee calling dispatch will subsequently be required to call their Supervisor **during normal working hours**.

A minimum of four (4) hours advance notice must be given to their Supervisor for employees on second and third shift operations.

An employee who is absent from work is required to notify their Supervisor in advance of their expected date of return to work.

29.2 ** An employee who is absent by reason of illness or injury and whose absence is in excess of two (2) working days in any thirty (30) consecutive calendar day period, may be required to furnish a medical certificate from a qualified medical practitioner for each such absence; this certificate to be submitted to the Manager and/or immediate Supervisor by the employee prior to coming to their work assignment. The employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Corporation.

29.3 An employee may be required to submit to an examination by the Corporation's medical examiner, or by another physician selected by the Corporation. The employee and the Corporation shall be entitled to a copy of the report of such examination.

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to the first report, they will be examined by a third physician satisfactory to both Parties. The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination.

The results of such examination shall not be disclosed to the Corporation without consent of the employee who may wish to use the same in support of a claim for special consideration.

ARTICLE 30: TRANSPORTATION

- 30.1 Transportation shall be supplied for all employees transferred from one job site to another within the working day.
- 30.2 During cold and inclement weather, all employees being transported in trucks of the Corporation shall be under cover from the elements.

ARTICLE 31 : JOB SECURITY

- 31.1 No employee with more than two (2) years seniority shall be laid off directly as a result of the Corporation exercising its right of contracting out. The Corporation will re-assign any employee **so** affected without loss of seniority, and if required pink circled at existing hourly rates. For purposes of this Clause, pink circling is defined as the employee receiving 50% of any negotiated economic increases.

ARTICLE 32: COPIES OF AGREEMENT

- 32.1 Copies of this Agreement shall be printed by the Corporation and the cost of spiral binding shall be paid by the Union. Should this format change the costs of printing copies of this Agreement shall be borne equally between the Parties.

ARTICLE 33: TERMS OF AGREEMENT

- 33.1 ****** This Agreement shall become effective as of 12:01 a.m. February 7, A.D. **2002**, and shall remain in force until midnight, February 6th, A.D. **2004** 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 terminate, revise or amend this Agreement, such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the termination date. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Notwithstanding the above, any such agreement shall require the signatures of the President of C.U.P.E. Local 68, the C.U.P.E. National Representative and the Director of Human Resources or Designate.

During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals, duly attested by the hands of their proper officers in that behalf respectively.

DATED AT KITCHENER, ONTARIO,
THIS 9TH DAY OF OCTOBER A.D. 2002.

THE CORPORATION OF THE CITY OF KITCHENER

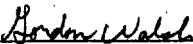


Carl Zehr, Mayor



Gary Sosnoski, City Clerk

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #68



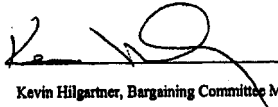
Gordon Walsh, President



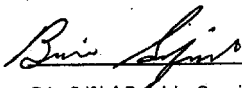
Chrys Greenwood, Vice President



Bob Underwood, Bargaining Committee Member



Kevin Hilgartner, Bargaining Committee Member



Brian Seifried, Bargaining Committee Member

APPENDIX "A"

EMPLOYEE BENEFIT PROGRAM

The Corporation will pay one hundred per cent (100%) of the cost of the following benefits, subject only to the conditions of Carrier.

GENERAL

In the event that the Corporation elects to change Carriers **for** any of the non-legislated benefit plans noted in Appendix "A", such change will provide that not less than an equal level of benefits coverage be maintained.

- a) Ontario Health Insurance Plan (O.H.I.P.)
- b) Extended Health Care Plan - equivalent to Liberty Health

Hearing Aid coverage \$500/3 years

*** Effective June 1, 2002 Hearing Aid coverage \$750/3years**

Eyeglass plan coverage \$225 every twenty-four (24) months per family member.

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Effective June 1, 2002 eyeglass plan coverage \$250 every twenty-four (24) months per family member.

*** Effective February 7, 2003 eyeglass plan coverage \$275 every twenty-four (24) months per family member.**

- Chiropractor coverage

- Semi private hospital coverage

- * Effective June 1, 2002 Massage coverage maximum benefit of \$10 per visit, maximum of 12 visits per year.

c) Group Life Insurance Plan - equivalent approximately to 200% of total annual earnings to the nearest \$500.00.

d) Dental Plan - equivalent to Liberty Health Plan #9, Current O.D.A. fee schedule.

Orthodontics \$1,800 lifetime maximum 50/50 co-insurance.

*** Effective June 1, 2002 Orthodontics \$1,900 lifetime maximum 50/50 co-insurance**

*** Effective February 7, 2003 Orthodontics
\$2,100 lifetime maximum 50/50 co-
insurance**

- Dental Rider #2 50/50 co-insurance \$500/5 years.

e) Long Term Disability Insurance Plan (L.T.D.)

- equivalent to policy with present Insurance Carrier. All permanent employees of the Corporation are insured by the aforementioned Plans (a), (b), (c), (d) and (e).

Dependents of permanent employees are insured for Plans (a), (b) and (d) only.

Temporary employees of the Corporation and their dependents are insured only by Plan (a).

SICKLEAVE PLAN

Sick Leave Benefits - as specified in the City's By-Law #73-20P.

Permanent employees of the Corporation from the date of employment are entitled to

one and one-half (1 1/2) days = 12 hours Sick Leave Credits for each completed continuous month of service.

** An employee whose employment is terminated by death or retirement shall be entitled, on termination, to receive payment for their unused, accumulated Sick Leave Credits accumulated after April 1st, 1953, on the basis of their 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 **subject to Article 26.**

** An employee having not less than five (5) years service, whose employment is terminated by resignation-or dismissal, shall be entitled on termination to receive payment for one-half (1/2) of their unused accumulated Sick Leave Credits accumulated after April 1, 1953, on the basis of their regular salary or other remuneration at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination **subject to Article 26.**

** Subject to the approval of City Council, an employee may elect to have Sick Leave

Credits payable on termination, paid in installments rather than in a lump sum **subject to Article 26.**

An employee on approved leave of absence in excess of thirty (30) calendar days, shall not receive Sick Leave Credits during the period of such leave.

WORKPLACE SAFETY AND INSURANCE

Where as a result of injuries received by an employee while in the course of employment with the Corporation, an employee is entitled to .receive temporary total disability payments from Workplace Safety and Insurance Board of Ontario, the Corporation shall pay to such employee an amount equal to ninety per cent (**90%**) of his/her average weekly earnings minus the amount of total temporary disability payments from the Workplace Safety and Insurance Board, and such payment shall not be deducted from the employee's accumulated sick leave. Average weekly earnings shall have the same meaning as **it** does from time to time under the provisions of the Workplace Safety and Insurance Act and the regulations thereunder.

EMPLOYEE'S PENSION PLAN

All permanent employees not previously enrolled, shall become members of the ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM plan (O.M.E.R.S.) immediately upon hire.

Basic retirement benefits shall be determined by FINAL AVERAGE EARNINGS formula based on two per cent (2%) of the average on an employee's highest sixty (60) consecutive months of earnings for service after enrollment in O.M.E.R.S. times years of credited service after enrollment in O.M.E.R.S., integrated with the Canada Pension Plan.

Benefits to supplement the Basic Plan are included in the two agreements described below:

1. Type 1 Supplementary - credited service prior to employer's enrollment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and

have thirty (30) years of service with the Corporation.

Each member shall contribute toward the cost of the plan and the Corporation shall pay in accordance with O.M.E.R.S. regulations.

Any changes to these plans other than those initiated by O.M.E.R.S. to be agreed upon by the Corporation and the Union.

Compulsory retirement for all permanent employees is the end of the calendar half year in which the employee reaches sixty-five (65) years of age, unless an extension of this period is approved by mutual agreement between the Union and the Corporation.

EMPLOYEES ARE REQUESTED TO READ THE O.M.E.R.S. BOOKLET FOR DETAILED **INFORMATION**.

APPENDIX "B"

2002 - 2004 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. FEBRUARY 7, 2002

(65 CENT INCREASE ACROSS THE BOARD)

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Temporary Labourer	15.29			
1	Courier	15.36	15.67	15.99	16.30
2	Parks Maintainer	15.66	15.98	16.30	16.62
2	Stockkeeper	15.66	15.98	16.30	16.62
2	Toolcrib	15.66	15.98	16.30	16.62
3	Building Maintenance/Custodian	15.97	16.30	16.62	16.95
3	Parks Maintainer Equipment	15.97	16.30	16.62	16.95
3	Building Maintenance Assistant	15.97	16.30	16.62	16.95
3	Stockkeeper Senior	15.97	16.30	16.62	16.95

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
4	Cemetery Service				
	Person	16.61	16.95	17.29	17.63
4	Gardener	16.61	16.95	17.29	17.63
4	Facility Maintenance				
	Aquatics	16.61	16.95	17.29	17.63
4	Facility				
	Attendant	16.61	16.95	17.29	17.63
4	Parks Maintainer/ Services	16.61	16.95	17.29	17.63
4	Building Maintenance/ Locksmith	16.61	16.95	17.29	17.63
4	Sewer Maintainer				
	Assistant	16.61	16.95	17.29	17.63
4	Parks Maintainer Turf/ Sportsfields	16.61	16.95	17.29	17.63
4	Roads Maintainer				
	Sanitation	16.61	16.95	17.29	17.63
4	Traffic				
	Repairperson	16.61	16.95	17.29	17.63
5	Roads				
	Maintainer	17.28	17.63	17.99	18.34
5	Building Maintenance/ Generalist	17.28	17.63	17.99	18.34
5	Horticulturist	17.28	17.63	17.99	18.34
5	Sewer				
	Maintainer	17.28	17.63	17.99	18.34

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
5	Parks Maintained Facilities	17.28	17.63	17.99	18.34
5	Parks Maintainer/Turf Specialist	17.28	17.63	17.99	18.34
5	Parks Maintained Painter	17.28	17.63	17.99	18.34
5	Facility Operator/ Technician	17.28	17.63	17.99	18.34
6	Facility Operator/ Aquatics	17.97	18.34	18.71	19.08
6	Cemeterian	17.97	18.34	18.71	19.08
6	Forester	17.97	18.34	18.71	19.08
6	Building Maintenance	17.97	18.34	18.71	19.08
6	Heavy Equipment Operator	17.97	18.34	18.71	19.08
6	Sewer Maintainer/Pipe Layer	17.97	18.34	18.71	19.08
6	Sign & Graphic Technician	17.97	18.34	18.71	19.08
6	Parks Maintained Welder	17.97	18.34	18.71	19.08
7	Forester Specialist	18.70	19.08	19.47	19.85

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
7	Sewer Maintainer/Pumping Stations	18.70	19.08	19.47	19.85
7	Building Maintenance/ Indentured	18.70	19.08	19.47	19.85
8	Building Maintenance/ W A C	19.45	19.85	20.25	20.65

EFFECTIVE AS OF 12:01 A.M. FEBRUARY 7, 2003

(60 CENT INCREASE ACROSS THE BOARD)

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Temporary Labourer	15.89			
1	Courier	15.96	16.27	16.59	16.90
2	Parks Maintainer	16.26	16.58	16.90	17.22
2	Stockkeeper	16.26	16.58	16.90	17.22
2	Toolcrib	16.26	16.58	16.90	17.22
3	Building Maintenance/ Custodian	16.57	16.90	17.22	17.55
3	Parks Maintainer Equipment	16.57	16.90	17.22	17.55
3	Building Maintenance Assistant	16.57	16.90	17.22	17.55
3	Stockkeeper Senior	16.57	16.90	17.22	17.55
4	Cemetery Service Person	17.21	17.55	17.89	18.23
4	Gardener	17.21	17.55	17.89	18.23
4	Facility Maintenance				

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
4	Aquatics Facility	17.21	17.55	17.89	18.23
4	Attendant	17.21	17.55	17.89	18.23
4	Parks Maintained Services	17.21	17.55	17.89	18.23
4	Building Maintenance/ Locksmith	17.21	17.55	17.89	18.23
4	Sewer Maintainer Assistant	17.21	17.55	17.89	18.23
4	Parks Maintainer Turf/ Sportsfields	17.21	17.55	17.89	18.23
4	Roads Maintainer Sanitation	17.21	17.55	17.89	18.23
4	Traffic Repairperson	17.21	17.55	17.89	18.23
5	Roads Maintainer	17.88	18.23	18.59	18.94
5	Building Maintenance/ Generalist	17.88	18.23	18.59	18.94
5	Horticulturist	17.88	18.23	18.59	18.94
5	Sewer Maintainer	17.88	18.23	18.59	18.94
5	Parks Maintainer / Facilities	17.88	18.23	18.59	18.94
5	Parks Maintainer/Turf				

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Specialist	17.88	18.23	18.59	18.94
5	Parks Maintained				
	Painter	17.88	18.23	18.59	18.94
5	Facility Operator/ Technician	17.88	18.23	18.59	18.94
6	Facility Operator/ Aquatics	18.57	18.94	19.31	19.68
6	Cemeterian	18.57	18.94	19.31	19.68
6	Forester	18.57	18.94	19.31	19.68
6	Building Maintenance	18.57	18.94	19.31	19.68
6	Heavy Equipment Operator	18.57	18.94	19.31	19.68
6	Sewer Maintainer/Pipe Layer	18.57	18.94	19.31	19.68
6	Sign & Graphic Technician	18.57	18.94	19.31	19.68
6	Parks Maintained Welder	18.57	18.94	19.31	19.68
7	Forester Specialist	19.30	19.68	20.07	20.45
7	Sewer Maintainer/Pumping Stations	19.30	19.68	20.07	20.45
7	Building Maintenance/ Indentured	19.30	19.68	20.07	20.45

<u>BAND</u>	<u>TITLE</u>	Step 1	<u>Step 2</u>	Step 3	<u>Step 4</u>
8	Building Maintenance/ W A C	20.05	20.45	20.85	21.25

APPENDIX "C"

** LEAD HANDS

When an employee is assigned to be a Lead Hand they shall be paid at their regular rate of pay plus a premium of seventy-five cents (75¢) per hour and shall receive such payment while so occupied.

When the employees being supervised number four (4) or more, the Lead Hand shall be paid his/her own rate of pay plus a premium of one dollar and fifteen cents (\$1.15) per hour and shall receive such payment while so occupied.

SELECTION AND DUTIES OF LEAD HAND

a) Where the Supervisor/Manager has determined that the nature of the work requires a Lead Hand, or where an employee is requested to perform the duties of a Lead Hand, the appointment shall be made using the criteria set out in i) to iv) below. **In** the event that there is more than one (1) qualified employee the appointment shall be made of the senior qualified employee working at the work site. Where the qualified employees

in a work unit and their supervisor reach mutual agreement, the Lead Hand assignment will be made by rotation amongst the qualified employees. Employees who are interested in being appointed for a Lead Hand position shall submit such expression of interest in writing to the Operating Manager.

In addition to knowledge of his/her own job a Lead Hand will be expected to have:

i) Satisfactory knowledge of the tasks and activities to be performed.

ii) Satisfactory knowledge of safety legislation and work procedures.

iii) Good communication and leadership skills.

iv) Good employment and regular attendance record.

b) An employee appointed as Lead Hand shall carry out and be responsible for the following duties:

i) Assign and delegate the carrying out of the work to be performed, with particular

emphasis on quality of work and conduct of the crew.

ii) Ensure that the work is carried out in a safe and expeditious manner and complies with operational standards.

iii) Advise and monitor the crew to ensure the work is carried out in accordance with safety regulations, and that the crew wears and/or makes use of required safety equipment at appropriate times.

iv) If required, ensure time cards, and any reports or necessary documents are completed and forwarded to the appropriate person.

v) Communicate appropriately with the public and other agencies concerning the work being performed.

vi) Provide on the job orientation for less experienced workers.

vii) Lead Hands shall not discipline. Lead Hands must report to the Supervisor/ Manager any instance of conduct or behaviour by subordinates or external users of City facilities where such conduct or

behaviour contravenes established rules **and** regulations or is working or acting in a manner that is unsafe or contrary to good **order and** discipline. Once the Lead Hand **reports** the problem to the Supervisor or **Manager**, the Supervisor or Manager shall be responsible for any further handling of the matter.

viii) Attend appropriate training.

A Lead Hand position shall **only** be removed for good reasons.

* APPENDIX "D"

STYLE	QTY	DESCRIPTION	POINT VALUE	SIZE	QTY	TOTAL POINTS
<small>1. No part of this uniform may be changed from quarter or 1/4 inch above the bottom to other value of garments Level 33</small>						
PANTS	10210/90	Men's Blue Khaki Pant	25			
	10240/90	Men's Blue pleated Pant	20			
	18240/90	Ladies Blue pleated Pant	20			
	10240/10	Men's Black pleated dress (Arms, Chief Cooks, Auditorium & Catering Staff Only)	20			
	18240/10	Ladies Black pleated dress (Arms, Chief Cooks, Auditorium & Catering Staff Only)	20			
SHORTS	1024/90	Men's Blue pleated front	18			
	1824/90	Ladies Blue pleated front	18			
	1026/90	Men's Cargo (large pocket on each side)	20			
	1026/10	Men's Black pleated front (Arms, Chief Cooks, Auditorium & Catering Staff Only)	18			
	1826/10	Ladies Black pleated front (Arms, Chief Cooks, Auditorium & Catering Staff Only)	18			
SHIRTS		Blue T-shirt 8-4XL	11			
		Orange Reflective Stripes T-shirt 8-3XL	17			
		Blue Long sleeve work shirt 8-3XL	16			
		Blue Short sleeve work shirt 8-3XL	17			
	20020/90	Blue Long sleeve work heavy weight shirt 8-3XL	21			
	24400/90	Navy Fleece Sweatshirt 8-3XL	24			
	2510/90	Navy Zipper Front Hooded Sweatshirt 8-3XL	26			
	23420/90	Navy Polar Fleece Pullover 8-3XL	25			
		Yarn-die Knit/Navy Golf Shirt 8-3XL	23			
		Seamless Knit/Black Golf Shirt 8-3XL (Arms, Chief Cooks, Auditorium & Catering Staff Only)	25			
		Sweat Shirt Off White 8-3XL (Arms, Chief Cooks, Auditorium & Catering Staff Only)	14			
	JACKET	31420/90	Navy Spring Jacket - 8-3XL	54		
		Orange Spring Jacket - 8-3XL				
97101/60		Nylon Jacket (Navy)	38			
PANTS	35010/90	Navy Duck Pants - 8-4XL	50			
	35110/90	Orange Navy Pants w/ yellow X on back, stripes on front, silver on arm - 8-4XL (Facility Attendants, Cooks/Chefs, Bookkeepers and Catering Staff are not eligible for this selection)	90			
	35810/90	Navy Fatigue Bay Pants - 8-3XL	95			
COVERALLS	42810/60 (Reg.)	Navy Insulated Coverall - 8-4XL	89			
	42811/60 (Tall)					
	42011/60 (Reg.) 42011/60 (Tall)	Orange Insulated Coverall w/ yellow X on back, stripes on front, silver on arm and legs - 8-4XL (Facility Attendants, Cooks/Chefs, Bookkeepers and Catering Staff are not eligible for this selection)	106			
OVERALLS		Orange Overall - 8-3XL				
	51700/60	Navy 100% Cotton Duck Lined Overall - 8-3XL	65			
		Orange Insulated Overall - 8-3XL				
	24790/60	Navy James Bay Insulated Overall - 8-3XL				
EXTRA OPTIONS	76200/60	Udlen Vest (Navy)	37			
		Busker Hat	9			
		Hall Cap (Navy) w/ or cravat	2			
	96002/60	Navy Knit Tuxedo (One Size Fits All)	2			
	25110/1	Hood for Orange Safety Pants	10			
Total Points						
Less Total Allowable Points						146
Balance Remaining						

Balance remaining will be deducted from employee paycheck.

Employee Name: _____ (Please Print) Payroll #: _____
 Department: _____ Date: _____
 Index & Sub-Object to be charged: _____
 Supervisor Signature: _____
 All garments to be embroidered in white with "City of Kitchener"
 Employee Signature: _____ (I agree to all of the above)

**THIS LETTER IS FOR INFORMATION PURPOSES ONLY
AND NOT SUBJECT TO THE GRIEVANCE PROCEDURE.**

Letter of Understanding #1

Issued: 25 November 1988

Renewed: 1 April 1996

Revised: 9 September 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68**

**The signatures affixed to this Letter of Understanding
constitute acceptance of the following matter:**

- 1. Effective February 7, 1985 benefits coverage as
outlined below will be extended to those electing early
retirement until the retired employee's 65th birthday,
subject to the following conditions:**
 - a) The program is extended only to employees
voluntarily electing early retirement. This is intended
to mean that the employee is 55 years of**

age or older at the time of early retirement and is in receipt of one **of** the following pensions:

i) a retirement pension from O.M.E.R.S.

or;

ii) a permanent partial disability pension under O.M.E.R.S. Supplementary Type III

NOTE to #1a) above:

Effective July 1 1999, to December 31st, 2001 age 55 years is amended to read age 50 year.

2. Effective February 7, 1985 benefits coverage as outlined below will be extended to those employees who are 55 years of age or older and in receipt of Long Term Disability benefits until the employee's 65th birthday. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after February 7, 1985.

NOTE to #2 above

Effective May 1, 1997, for a five (5) year term, LTD recipients with a minimum of 10 years service with the City of Kitchener be provided with Extended Health Care and Dental coverage until they reach the

age of 65 and at no cost to the recipient; and further that the costs and general experience of this voluntary coverage provided by the City be reviewed in five (5) years before consideration is given to renewing the terms of this benefit coverage. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after May 1, 1997.

3. The following general conditions apply to both Number 1 and 2 above:

a) This program is not extended, to employees in receipt of any other benefits including Workers' Compensation.

b) The Corporation will pay, one hundred *percent (100%) of the cost. The benefits are subject only to the conditions of the Carrier.

c) The retiring employee or the employee approved for Long Term Disability must have a minimum of ten (10) years of continuous service with the Corporation at the time of early retirement or approval for long term disability benefits.

d) The benefits coverage terminates in the event of the death of the retiree or the employee on Long Term Disability benefits where death precedes the

employee's 65th birthday, or in the event that LTD payments cease for any other reason.

4. The benefits to be extended will be as follows:

a) Ontario Health Insurance Plan (O.H.I.P.)

b) Liberty Health Extended Health Care Plan or equivalent (including eyeglasses and semi-private hospital coverage. Eye glasses coverage \$180.00 per family member for every 24 months - no deductible)

c) Liberty Health Dental Plan #9 or equivalent. (O.D.A. fee Schedule with a two (2) year lag)

Group Life Insurance Plan (the benefit as outlined here is not extended to employees in receipt of Long Term Disability benefits) - the amount of insurance to be fixed at a sum equivalent to two times the dollar value of the pension provided through the Corporation (i.e. OMERS, Sun Life) at the time of early retirement. The amount of insurance will be rounded where necessary.

5. Any future enhancements or additions to the benefit plans as outlined in Item 4 will be at the discretion of Council.

6. Employees who have retired between June 20, 1983 and February 6, 1985 and meet the criteria outlined in Item 1, effective February 7, 1985 will have

their benefit plans (at the level prescribed in Item 4)
continue on a non-contributory basis.

DATED AT KITCHENER, This 25th Day of
November, 1988.

FOR C.U.P.E. LOCAL #68 **FOR THE CORPORATION**

FOR C.U.P.E. LOCAL #68

Barbara Watson
[Signature]
R. K. [Signature]
[Signature]
[Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #2 (#3)

Issued: 2nd June 1998

Renewed: 31 May 1999

Renewed: 18 December 2001

Replaced: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures affixed hereto constitute acceptance of the following:

Employees failing to successfully complete the mandatory training required to move through any step progression, will be required to attend a joint meeting of Union and Management representatives to review the circumstances and develop what action will be taken to correct the situation.

It is understood by the Parties that each situation will be dealt with individually on its own merits, and one decision **will** not prejudice another.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

Anders Wataha
[Signature]
Bob Kelso
W. Kenwood
Barry Spint

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #3 (#4)

Issued: 12 January 1989

Renewed: 1 April 1996

Renewed: 31 May 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures affixed to this Letter of Understanding constitute acceptance of the following matter:

** 1. Effective July 1, 1988 temporary employees of C.U.P.E. Local #68 are eligible for benefits coverage in accordance with Council's resolution approved on March 23, 1988.

2. The benefits to be extended include the following:

a) Ontario Health Insurance Plan (OHIP)

b) Liberty Health Extended Health Care Plan or equivalent

c) Liberty Health Dental Plan #9 or equivalent

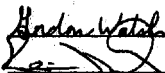



d) Group Life Insurance

Copies of pertinent rules and regulations in effect will be made available to the Union upon request.



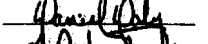

3. Any future enhancements, changes and additions in benefits or eligibility criteria will be at the discretion of Council.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

FOR THE CORPORATION

Letter of Understanding #4 (#5)

Issued: 14 July 1989

Renewed: 1 April 1996

Renewed: 31 May 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures affixed to this Letter of Understanding constitute acceptance of the following matter. The Corporation and the Union recognize the desirability of ensuring that employees are adequately provided with safety footwear and agree as follows:

- a) The Corporation will institute the revised safety footwear policy (copy attached) effective November 1, 1989.

- b) Future amendments to the safety footwear policy will only be made after discussion with representatives from the Union.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

Andon Watal
[Signature]
R. K. [Signature]
K. [Signature]
Brian [Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

THE SAFETY FOOTWEAR POLICY

C.U.P.E. LOCAL #68

REVISED NOVEMBER 1, 1989

1. The Corporation will issue a standing purchase order to a supplier or suppliers of safety footwear.
2. The Corporation will establish and maintain a list of employees and/or job classifications to which this policy applies. The list of Union employees will be modified by mutual agreement between the Corporation and the Union.
3. Each employee covered by this policy will be entitled to receive a "safety footwear authorization" at the following times:
 - i) Every twelve (12) months
 - ii) On commencing a job such that the employee now requires safety footwear, not having previously required it.
 - iii) The employee requires a different form of safety footwear.
 - ** iv) When the safety footwear is damaged in an "on-the-job" accident or is not longer serviceable as

determined by the **Senior Health and Safety Officer** or Designate.

4. An authorization will be valid for a period of not more than twelve (12) months.

5. An authorization will be accepted by a supplier or supplier with whom the Corporation has a standing order, as having a value up to that specified on the authorization, when purchasing CSA approved safety footwear.

** 6. At the time the safety footwear authorization is issued, the value of the authorization shall be such that an employee may purchase a specified pair of safety footwear at no cost to themselves. The **Senior Health and Safety Officer** or Designate will determine what type of safety footwear is appropriate for the employee's work. Higher priced footwear may be purchased; however, the additional expense will be borne by the employee.

7. It shall be the responsibility of the employee to ensure that the safety footwear purchased is adequate for the type of work they perform.

** 8. Employees who cannot be fitted with safety footwear offered by the City's supplier(s) will report same to the **Senior Health and Safety Officer or Designate**. Alternate arrangements will then be made

to have the footwear purchased elsewhere. The employee will purchase the footwear and will then be reimbursed up to the value of the authorization providing the footwear is considered suitable.

9. Employees who lose their footwear will be issued with a replacement authorization; however, the full cost of their footwear purchase will be deducted from their paycheques.

10. Footwear will be purchased on the employee's own time and not during their regular working hours unless prior permission is granted by their Supervisor.

11. Temporary employees, summer students and part-time (seasonal) employees will be issued safety footwear authorizations by the Safety Section only.

12. Temporary employees will be issued with an authorization "as required" consistent with the provisions of Item #3. An amount which is not to exceed 50% of the authorization value will be deducted from one of the employee's paycheques. Should the employee terminate employment with the Corporation within thirty (30) days, they will be required to reimburse the monies the Corporation paid toward their footwear.

** 13. Part-time (seasonal) employees who work a maximum twenty-four (24) hour week will not be

issued an authorization for safety footwear. These employees will be required to purchase suitable safety footwear as directed by the **Senior Health and Safety Officer and Designate** and will turn in the sales receipt to their Supervisor. If the employee completes six (6) consecutive months of employment after the date of purchase, the user department will reimburse the employee an amount which is not to exceed 50% of an authorization value.

Letter of Understanding#5 (#6)

Issued: 15 June 1989

Renewed: 1 April 1996

Renewed: 31 May 1999

Replaced: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures affixed to this Letter of Understanding constitute acceptance of the following matters.

Effective October 29, 2001 the Parties agree to eliminate the current Letter of Understanding #6 dated May 31, 1999, and replace it with the following:

HAND SHOVELING AT FACILITIES

- Four (4) person crews on 2 week rotation, staffed with the designated Horticulture staff and voluntary staff.

-
- Employees will sign up on the Winter Duty list. Assignment will be by seniority.
 - **All** hours worked outside of regular hours paid at appropriate overtime rates.
 - Employees will make themselves available for Winter call-out.

SNOW PLOW LIST

- Appropriate overtime rates paid for all hours worked outside regular hours.
- All qualified employees may participate in snow removal operations.
- Two **(2)** employees will be assigned to the rotation each week and will be scheduled from all interested and qualified employees.
- Employees will make themselves available for Winter call-out.

SALTER LIST will be assigned to all interested and qualified (DZ) employees at Parks Operations:

- Employees assigned **to** salter duty will work the night shift, 11:30 p.m. to 7:30 a.m. at Victoria Park, but will report to Parks Operations in the event

of snow. They would operate the salter as part of the snow reemoval crew.

- The shift will be on a one (1) week rotation.
- All hours worked outside regularly scheduled hours will be paid at the appropriate overtime rates.
- Employees will make themselves available for Winter call-out.

CONDITIONS

The winter duties will be posted to enable employees to sign up for the duties of their choice. Employees who volunteer for the work assignments must commit to winter call out. Employees who are on call lists or assigned other winter duties will not be eligible for these duties. These employees will be assigned to day time snow removal duties and will be able to work overtime when they are not on call.

VICTORIA PARK ICE, CITY HALL SNOW REMOVAL, CROSSWALK SNOW REMOVAL, CROSSING GUARDNOW REMOVAL PROCEDURE

Victoria Park ice/City Hall snow removal, crosswalk snow removal and crosswalk snow removal will continue to be scheduled from staff not scheduled to

facility hand shoveling, snow plowing or salter rotation. Employees, who do not sign up to lists, will be assigned to shifts at Victoria Park Ice. Employees, who participate in an on-call schedule will be assigned to snow removal at Parks Operations, crosswalks and crossing guards, during the day shift.

OVERTIME

Overtime will be rotated amongst employees. A list will be maintained at Parks operations and will be available for all employees to review. A refusal to work overtime or employees who are not available will have those hours applied to their records as hours worked.

TRAINING

The City of Kitchener will endeavour to train all interested employees, with the exception of DZ licenses, in equipment operation. The training will be loader, small plow and small salter training.

ACCOMMODATION

It will be necessary to assign winter duties and shifts to employees who due to legitimate and verified reasons can not participate in the full duties of snow removal.

DATED AT KITCHENER, This 7th Day of February 2002.

FOR C.U.P.E. LOCAL #68

Anda Wata
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #6 (#8)

Issued: 22 January 1997

Renewed: 31 May 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures affixed to this Letter of Understanding constitute the Parties understanding as to the intent of the following Collective Agreement language, namely:

“Half (1/2) day Christmas Eve and a half (1/2) day New Year’s Eve, when Christmas Eve or New Year’s Eve fall on a weekday, i.e. Monday through Friday. Half (1/2) day will be defined as commencing at 12:00 noon and will apply to employees working day **shift** only.”

1. Only Full Time day shift employees are eligible for payment for the above holidays.

-
2. The half days are not transferable.
 3. Day shift employees who qualify to be paid for the half day(s) but have to work on the half day(s) (either continuously or through call-in) will be paid an additional time and one half (1 1/2) for all hours worked from 12:00 noon to the end of the half day (maximum four **(4)** hours).

Overtime hours worked by day shift employees beyond the designated half day shall be paid at the rate of time and one-half (1 1/2).

4. Employees who are on shifts other than day shift who work on the half day holiday will receive either:
 - a) straight time in the case of regularly scheduled hours
 - b) time and one half (1 1/2) in the case of overtime, including call-in.

5. Employees who take the half day(s) before noon as vacation or lieu time will be debited accordingly.
6. To qualify for payment of the above half day(s) the employee must have worked their regular shift on their regular work day preceding such Holiday and the regular work day succeeding such Holiday or has obtained authorized leave of absence for such

regular work days. Provided also that a permanent employee works on such Holiday(s) if they are scheduled to do so.

DATED AT KITCHENER This 7th Day of February, 2002.

FOR C.U.P.E. LOCAL #68

Gordon Watch
[Signature]
Bob [Signature]
Kenwood
Eric [Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #7 (#10)

Issued: 31 May 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF

KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #68

The Corporation agrees that the following principle in the Region of Waterloo's Ontario Works Business Plan as approved by Regional Council, will be honored within the scope of the C.U.P.E. Local 68 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 Corporation agrees that Ontario Works clients/placements shall not be placed into any position that is covered in whole or part by Article 2.1 where any position has been vacated by retirement, resignation, promotion, technological or organizational change or layoff.

DATED AT KITCHENER, this 7th Day of February, 2002.

FOR C.U.P.E. LOCAL #68

Andreas Watach
[Signature]
Bob Kellogg
Debra Greenwood
Barry [Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding#8 (#11)

Issued: 25 March 1999

Renewed: 31 May 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF

KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

In order to ensure that procedures are established in the event of a future amalgamation, merger, transfer of operations or sale of business to another public or private sector employer the Parties agree to the following:

Notwithstanding Section 69 of the Labour Relations Act, an employee who is identified as being transferred to a Successor Employer, as set out above, may by giving written notice to the Human Resources Division within ten (10) working days of

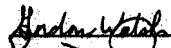
being notified of such transfer be allowed to exercise their bumping rights in accordance with Article 6.3.


Any employee **so** electing this option shall be considered to be on layoff, and may then exercise their rights under Article 6.3 but only to the extent that they may displace the least senior employee in the classification they wish to bump into.

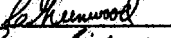
Any employee **so** displaced shall then be the employee transferred to the Successor Employee.


DATED AT KITCHENER, this 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68







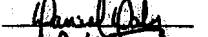





FOR THE CORPORATION









Letter of Understanding #9 (#12)

Issued: 9 September 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF

KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures attached to this Letter of Understanding constitute agreement of the Parties to the following:

When a different job is to be posted from that occasioned by a vacancy a copy of the Job Posting will be sent to the Secretary of the Union via FAX and the transmittal date and time shall constitute the start of the notification.

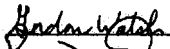
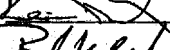
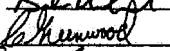

The Union will contact the appropriate Supervisor/ Manager of the work location involved within forty-

eight (48) hours from the FAX transmittal time should they have any concerns. If the concerns cannot be addressed the issue will be taken **up** as a Grievance **and shall commence at** the 3rd stage.


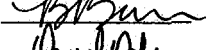
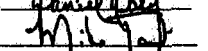

The Letter of Understanding shall be in effect for the term of the 1999 - 2002 Collective Agreement, and any renewal thereafter shall be by mutual agreement of the Parties.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

FOR THE CORPORATION

Letter of Understanding #10 (#14)

Issued: 9 September 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF

KITCHENER,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

Notwithstanding the Corporation's rights as set out in Article 31, the Parties agree as follows:

During the life of the current Collective Agreement February 7, 2002 - February 6, 2004, prior to the Corporation's Management making a recommendation to any Committee of Council (e.g. Finance and Administration) to Contract Out work that currently is being performed by employees in the Bargaining Unit, the Union shall be advised as soon as possible of the pending recommendation.

In order to afford the Union an opportunity to make a presentation to the relevant Committee or to Council

the Union may request a meeting with the Corporation to discuss the details of the work or service to be undertaken or tendered, and request any relevant information required by the Union to evaluate the work to be undertaken or tendered.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

Anders Watach
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE CORPORATION

[Signature]
[Signature]
[Signature]
[Signature]

Letter of Understanding #11 (#15)

Issued: 9 September 1999

Renewed: 7 February 2002

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF

KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL #68

The signatures attached to this Letter of Understanding constitute agreement of the Parties to the following:

The Corporation will undertake during the life of the 1999 - 2002 Collective Agreement to provide the Union within sixty (60) days of the mutual ratification of the Collective Agreement the 1998 list of quotes and tenders and at the appropriate time the 1999 and 2000 list of quotes and tenders. Items that the Union wishes to discuss shall be brought forward to the monthly Labour Management meetings to review.

DATED AT KITCHENER, This 7th Day of February, 2002

FOR C.U.P.E. LOCAL #68

Andreas Watsch
Le...
Robert Light
Laikenwood
Baris Sijut

FOR THE CORPORATION

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