

SOURCE	City
EFF.	920101
TERM.	931231
No. OF EMPLOYEES	244
MEMBRE D'EMPLOYÉS	80

1992 • 1993 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE KITCHENER CITY HALL OFFICE,  
CLERICAL & TECHNICAL STAFF  
LOCAL UNION #791 C.U.P.E. (C.L.C.)

KITCHENER, ONTARIO

JANUARY 1, 1992 • DECEMBER 31, 1993

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C.U.P.E. LOCAL #791

I N D E X

1992 - 1993 COLLECTIVE AGREEMENT  
KITCHENER CITY HALL OFFICE  
-CLERICAL AND TECHNICAL STAFF

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1992 - 1993 COLLECTIVE AGREEMENT

CITY HALL OFFICE, CLERICAL AND TECHNICAL STAFF

THIS AGREEMENT to be effective the First Day of January 1992 to and including the Thirty-First Day of December 1993.

BY AND BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER  
(hereinafter called the "Corporation")

of the First ~~Part~~

AND

KITCHENER CITY HALL  
OFFICE, CLERICAL & TECHNICAL STAFF  
LOCAL UNION #791, CHARTERED BY THE CANADIAN  
UNION OF PUBLIC EMPLOYEES AND AFFILIATED  
WITH THE CANADIAN LABOUR CONGRESS  
(hereinafter called the "Union")

of the Second Part

ARTICLE 1      PURPOSE OF AGREEMENT

It is the purpose of this Agreement to promote and improve relations between the Corporation and those of its employees who are represented by the Union, and to set forth the terms and conditions of employment of such employees, and to deal with the relationship concerning other matters as between the Parties hereto.

ARTICLE 2      RECOGNITION

2.1                The Corporation recognizes the Union as the exclusive Bargaining Agent for all Office, Clerical and Technical employees, save and except Supervisors and any employee of the Corporation above the rank of Supervisor, and those listed in the job titles below.

**Staff** in the Mayor's Office, Chief Administrator's Office, Legal Department, Human Resource Department, Executive Assistants to Commissioners, Marketing Co-ordinator, Administration Co-ordinator, Administrative Assistant to Directors of Information Services, Purchasing, ~~Parks~~ Recreation, Business Facilities and Operations, Administrative Clerk Traffic & Parking, Fleet Secretary, Business Development Officer. Senior Citizens Advisor, Computer Systems Analyst, Business Systems Analyst, Office System Specialist, Information Services Librarian, Technical Support Specialist, Client Services Co-ordinator, Programmer, Lead Programmer, Computer Operator, Installed Systems Specialist, Transit Scheduler, Committee Secretary, Construction & Maintenance Administrator, Volunteer Co-ordinator, Data Control Clerk/Computer Operator, Security Officers, Part Time and Temporary employees.

Part-time employee shall be defined as a person regularly employed for not **more** than twenty-four (24) hours per week.

Temporary employee shall be defined **as** a person hired to work the regular number of hours per week in the **hiring** department **for** a **specified** period not to exceed ten (10) months of continuous employment in any one **work** period.

### **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.
- 3.2                    The Corporation **recognizes** that **the** foregoing Clause 3.1 is subject **to such** procedures, regulations and/or restrictions **governing** 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.

#### ARTICLE 4      RULES AND REGULATIONS

The Corporation has the right to make reasonable rules and regulations for the purpose of efficiency and discipline, subject to Clause 3.2, after notifying the Union.

#### ARTICLE 5      CHECK-OFF AND MEMBERSHIP IN THE UNION

5.1                      During the term of this Agreement, there shall be a compulsory check-off of a ~~fee~~ equal to the monthly Union Dues upon all employees of the Corporation to which this Agreement applies.

The amount to be deducted shall be such sum and/or special assessment as may from time to time be assessed by the Union on its members according to its Constitution and By-laws. Not later than February 15th of each year, a report indicating the total dues paid by each member of the Union for the previous year shall be supplied by the Corporation to the Secretary-Treasurer of the Union.

The Corporation shall be notified in writing thirty (30) days prior to any change in monthly Union Dues and/or special assessment.

Such deductions will be made by the Finance Commissioner of the Corporation from the payroll bi-weekly, and shall be forwarded to the Treasurer of the Union 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.

5.2                      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.

5.3

All employees agree to give their best efforts at all times to 'the performance of their work, and will not in any circumstances deliberately delay, shirk or cause delay to any **work** through grievances, but will **carry** on with **their** work while their grievance is being investigated. Department Heads will not discriminate against any employee who **has** requested an investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

5.4

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

The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with conditions of employment set out in Article 5.

A designated Union Representative in a given **work** area will be allowed twenty (20) minutes to acquaint a new permanent full-time employee with the Collective Agreement and the Union's function within one (1) month of the hire of the new employee. The twenty (20) minutes so mentioned are to be mutually agreed upon by the Union Representative and the representative's supervisor.

## ARTICLE 6

### STRIKES AND LOCKOUTS

During the term of this Agreement, **the** Corporation agrees that there shall be no lockouts **and** the Union agrees that there shall be no slowdown, strike, work stoppage or suspension of work, either complete or partial, for any reason by the employees.

## ARTICLE 7

### UNION REPRESENTATION

7.1

A Bargaining Committee of the **Union** shall be appointed, to consist of not more than four (4) **members**. There shall not be more than one (1) employee selected from any one (1) working section or division **within a** Department. **The**



Union will advise the Corporation of its appointees and all other members of its Executive.

7.2

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.

7.3

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.

7.4

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 Corporation representatives on Union business, or forbargaining for a Collective Agreement shall be paid for such time at their regular rate, not to exceed their regular daily hours of work.

7.5

- 1) A Grievance Committee member 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 Committee member wishes to be released to investigate a grievance; they will inform **their** Supervisor of **the** nature and place of the grievance. The Supervisor shall grant such release, provided it will not cause a significant interference to his/her work **schedule**.
- 3) Upon entering a section or work area of a Supervisor other than his/her own, the Grievance Committee member will inform that Supervisor of the nature of the grievance he/she is investigating.
- 4) If requested by the Grievance Committee member, the aggrieved employee **will** be released to discuss his/her grievance. provided; it **will** not cause a significant interference in his/her **work** schedule.
- 5) The Corporation will pay the Grievance Committee member 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 Committee member and the aggrieved employee.

- 6) The Grievance Committee member will inform the aggrieved employee's Supervisor when the investigation is completed. The Grievance Committee member will also inform their 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.

7.6

No employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union.

## ARTICLE 8 -- SENIORITY

8.1

All employees shall be on probation for six (6) consecutive calendar months, and no disputes as to the discharge of any such employees shall be considered under the Grievance Procedure, or otherwise.

8.2 NEW

Upon completion of the probationary period, the employee's name shall be placed on the seniority list and their seniority date shall be based on their date of last hire. Where more than one individual have 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.

8.3 NEW

A seniority list will be compiled every six (6) months recording employees name, department, seniority date and current salaries. a copy of which will be forwarded to the

Recording Secretary of the Union. Such list shall apply only to those covered by the provisions of this Agreement.

8.4 **NEW**

Seniority shall govern within this Bargaining Unit provided that the employees affected are of equal skill, ability and competence.

8.5 **NEW**

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 the grievance procedure
- c) Continuous non-employment by reason of layoff, sickness or accident for a **period** of time equal to one half the length of their seniority at the time the absence or layoff commenced, or for a period of twenty four **(24)** months, whichever is the lesser;
- d) Continuous non-employment, for any reason not identified above, for a period of time equal to one half the length of their seniority at the time the absence commenced, or for a period of twelve **(12)** months, whichever is the lesser;
- e) Absence from work without justifiable excuse for a period of three (3) continuous 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 obligated to rehire the employee.

8.6 **NEW**

**A permanent full-time employee** absent from work due to illness or accident shall continue to accumulate seniority until Clause 8.5 applies.

**A permanent full time employee** absent from work due to an authorized leave of absence, shall not lose seniority but shall not accumulate seniority after the first thirty (30) days of such leave.

A permanent full time employee on layoff shall not lose seniority but shall not accumulate seniority while on layoff.

8.7 NEW

A permanent full time employee recalled from layoff prior to Clause 8.5 applying shall retain the seniority **date** they had at the point of layoff.

8.8 NEW

An employee transferred or promoted to a permanent position outside of the Bargaining Unit shall not lose seniority, but shall not accumulate 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 this initial twelve (12) calendar months, he/she shall do so only in the event that there is an appropriate position available within the Bargaining Unit.**

Return to such job may **take** place **only** at the discretion of management.

ARTICLE 9

LAYOFFS AND RECALLS

9.1 NEW

In the event of a layoff, permanent full time employees shall be laid off by job classification and grade within their Division in the inverse order of their seniority, and when necessary to recall, they shall be recalled in the reverse order of which they were laid off.

9.2 NEW

A full time employee laid off may exercise **their bumping** rights within any job classification in the Bargaining Unit having a grade the same as theirs or lower providing they are bumping a full time employee with less seniority **and** they presently possess the **required skill** and ability to perform the job.

9.3 NEW

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 and ability to perform the job.** A full time employee's recall rights shall not be affected by the fact that they have

displaced a temporary or part time employee.

9.4 NEW

In the event of a layoff the Corporation shall discuss with the Union the job classifications to be laid off at least twenty (20) working days before the effective date of the layoff.

9.5 NEW

In the event **that** a job vacancy occurs or **a** new position is created while a full time employee is on layoff or **has** been notified of layoff, before the position is posted the employee(s) so affected by the layoff, shall be the first employee to be considered for the available position providing they possess the required skill **and** ability to perform the job. In the event that the job qualifications are relatively equal then seniority will be, the deciding factor.

9.6 NEW

The Union shall be notified in writing of all layoffs and recalls.

ARTICLE 10

JOB POSTINGS

10.1

The Corporation shall post a notice of staff changes in all departments covered by this Agreement, five (5) working days prior to filling any vacancy in respect to a permanent position covered by this Agreement above Grade 3. Such notices shall contain the following:

- Nature of position, i.e. department **and** type of work; required knowledge and education; ability and skills; whether day, evening or night shift; and salary.

Any application for the posted position shall be in writing and shall be addressed to the City Human Resources Office - to be signed by the applicant and delivered to said office on or before the date specified in the posting.

10.2

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 between employees, the employee with the greater seniority shall be selected.

10.3

The Corporation will acknowledge all applications received and shall post the names of successful applicants on the Bulletin Boards.

10.4  
CHANGE

The Union shall be notified in writing of all appointments, promotions, hirings and terminations of employment.

10.5

The Corporation shall be entitled to temporarily assign employees until such time as the position may be filled. In the event that a position is filled temporarily and continues to be filled for more than twenty (20) days, then the Union shall be entitled to know what efforts have been made to fill the position and what difficulties have arisen.

10.6  
CHANGE

Any job that the Corporation deems to be redundant shall be discussed with the Union prior to the time it is declared redundant.

10.7  
CHANGE

An employee successfully posting to a different job or a new employee, shall not be permitted to transfer to a new position for a period of six (6) months or first increment period whichever is lesser, from the date of job change or hire. This provision shall be waived upon mutual agreement between the parties to this Agreement.

10.8  
CHANGE

A permanent employee who has given good and faithful service to the Corporation and who, through advancing years or temporary disablement, is unable to carry out his/her normal duties shall be considered by the Corporation at a time when any job vacancy is to be filled for which he/she has the qualifications and abilities. If the person is given the vacant job title then he/she will be paid at the prevailing salary for such job title to be filled.

10.9  
CHANGE

If the Corporation requires an employee to upgrade skills in order to perform his/her job which has undergone technological change, then the Corporation may provide fully subsidized training and assistance.

10:10  
CHANGE

When new positions are created or existing positions reclassified, the Corporation will advise the Union in advance of the nature of the positions and the interim salary.

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 he/she has first given his/her immediate supervisor an opportunity of adjusting his/her complaint. Such complaints shall be discussed with the immediate Supervisor within seven (7) working days after **the** circumstances given rise to the complaint have occurred and, failing settlement, it may then be taken up as a grievance. In discussing such complaint, the employee **may be accompanied by a Union Representative.**

### Step 2

If the aggrieved employee(s) is satisfied that he/she **has** a grievance, he/she shall submit his/her 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 Department Supervisor/Manager within five (5) working days following the discussion at the Step 1 meeting. 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 Department Supervisor/Manager will deliver his/her decision in writing to **the** Grievance Committee Chairperson with a copy to the Secretary of the Union within three (3) working days following the day on which the grievance is presented **to** him/her.

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~~ Commissioner/Department Head or Director, at a meeting.

The person so notified will deliver his/her decision in writing to the Grievance Committee Chairperson with a copy to the Secretary of the Union within five (5) working days from the date on which the written grievance is presented to him/her.

Failing settlement - then Step 4 may be invoked.

#### Step 4

Within five (5) working days following the decision under Step 3, the Grievance Committee may submit the written grievance to the Commissioner of Administrative Services or designate. A meeting will be held within ten (10) working days at which time the matter will be reviewed. The Commissioner of Administrative Services or designate will deliver their decision in writing to the Grievance Committee Chairperson with a copy to the Secretary of the Union within five (5) working days from the date on which the meeting was held under Step 4.

### 11.2

The Corporation or the Union shall have ~~the~~ right to file a policy grievance beginning in Step 4 of the Grievance Procedure as outlined in Article 11.1 where:

- (1) A difference arises between the Corporation and the Union as to the interpretation, application, or administration of this Agreement; or
- (2) An allegation has been made that this Agreement has been violated; and
- (3) Such difference or allegation directly affects:
  - (a) the Union as such; or
  - (b) the whole of the employees; or
  - (c) the Corporation; and



(4) Such difference or allegation could **not** have been made the subject of a grievance by **an** employee under the regular Grievance Procedure.

Failing settlement under Step 4, it may be submitted to Arbitration in accordance with Clause 11.3.

Any grievance by the Corporation or the Union **as** provided in this Clause may be lodged at any time within thirty-five (35) full calendar days after the circumstances giving rise to such grievance occurred or originated.

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 questions 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 4 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 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.

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 this Agreement.

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 which has not **been settled** will be referred **to** Arbitration, pursuant to the Ontario Labour Relations Act.

If necessary and within five **(5)** days thereafter, each Party shall name **an** arbitrator to an Arbitration Board and notify **the other Party** of the name and address of **its** appointee.

The two so named shall, within seven (7) days, select a third person **to** act as Chairperson **to** the Board of Arbitration: but should they not do so within the seven (7) days, then either Party may apply **to** the Minister of Labour of Ontario **to** appoint a person to be Chairperson.

12.2 No person shall be selected **as** a member of **an** Arbitration Board 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 the Board.

12.3 Each of the Parties to this Agreement will **bear** all of the expenses of **the** arbitrator appointed by it; and the Parties will jointly **bear** the expense, if any, of the Chairperson.

12.4 The time limits fixed in the 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(s) 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 Board of Arbitration, or a majority thereof, shall be binding on both Parties. The Board of Arbitration 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 Board of Arbitration to reconvene.

### ARTICLE 13

### DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

#### 13.1 CHANGE

An employee shall have the right to be accompanied by a Union Representative at meetings where disciplinary action is discussed.

#### 13.2 CHANGE

The Union shall be notified in writing of all demotions and suspensions for cause. Notice of the discharge, suspension or demotion shall be forwarded by Registered Mail to the last known address of the employee so discharged, suspended or demoted. A copy of this correspondence shall be forwarded to the Secretary of the Union, with a copy to the CUPE National Representative, 1120 Victoria St. N. Suite 204, Kitchener, N2B 3T2.

Such notice may be given verbally to the employee in question, prior to the confirmation of such notice by Registered Mail.

13.3

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 3 of the Grievance Procedure, within five (5) working days after the discharge, suspension or demotion and the first two steps of the Grievance Procedure will be omitted in any such case.

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 Arbitration Board, if appointed.

13.4 Management, when imposing disciplinary action for a current incident, will not take into account any prior infractions which **occurred** more than twenty-four (24) months previous to such incident.

**ARTICLE 14    HOURS OF WORK • OVERTIME • SHIFT PREMIUM**

14.1 The hours of work for employees covered by this Agreement shall be thirty-five (35) hours per week, Monday to Friday, except for employees whose work week must be based on a seven (7) day operation at forty (40) hours per week, namely-the Parking Section.

**NEW** The hours of work for employees at the Transportation Centre shall be seventy (70) hours over fourteen (14) days, with four (4) days off • not less than two (2) of which will be consecutive, within any fourteen (14) consecutive day period.

**NEW** An employee shall not be scheduled for less than two (2) Saturday/Sunday shifts off in an eight (8) week rotation.

The normal daily hours of work for **offices** which work a thirty-five (35) hour work week will be from 9:00 a.m. to 5:00 p.m. with one (1) hour unpaid meal period. Lunch hour arrangements may be on a staggered basis as arranged in the department. However, the above mentioned "start" and "quit" times may be varied as required by work schedules. See Appendix "C".

**Scheduled hours** of work shall be established by the Corporation. Any changes in scheduled hours of work shall be discussed with the Union prior to implementation.

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 hours of work per week, nor as a guarantee of working schedules.

14.2

- (a) Overtime at the rate of time and one half (1 1/2) will **be** paid for all hours worked in excess of the normal work day.
- (b) Overtime at the rate of time and one half (1 1/2) shall be paid for all work **performed on an** employee's first regularly scheduled day off.
- (c) Overtime at the rate of double time (2) shall **be** paid for all work performed on **an** employee's second regularly scheduled day off.
- d) Overtime at the rate of time and one half (**1 1/2**) shall be paid for all work performed on a regularly scheduled shift which falls on **a** Specified Holiday listed herein, plus the normal day's pay for the Holiday.
- (e) Overtime at the rate of double time (**2**) shall be paid for all work performed on a Specified Holiday listed herein which the employee was not scheduled to work, plus the normal day's pay for the Holiday.

14.3

**An** employee who works two (**2**) or more hours continuous with the regular working **day** shall be eligible for a meal allowance of **six** dollars and **five cents (\$6.05)**. Payment of this allowance shall not apply where **an** employee is required to **work** at hours not continuous with the **regular** working day.

14.4

**CHANGE**

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 immediate supervisor. Accrual of hours will not exceed the equivalent of three (3) regular working days in any given **period**.

14.5

When **an** employee is required to work overtime which is not consecutive with the normal working hours, they shall be paid for a minimum of two (2) hours at the appropriate overtime rate, or for all the time worked, at the appropriate overtime rate, whichever is the greater.

**14.6**  
**CHANGE,**

There shall be a shift premium of 5% of employee's regular rate for all hours worked when the majority of the hours falls outside of the normal daily hours outlined in Clause 14.1.

Employees who work on a regularly scheduled Saturday or Sunday with the majority of their shift falling between 8.00 a.m. and 4.00 p.m. will receive a sixty cents (60 cents) per hour premium.

In any event there shall be no pyramiding of premiums.

**ARTICLE 15**    **SPECIFIED HOLIDAYS**

15.1

**ALL** employees shall be entitled to eleven (11) paid Specified Holidays, regardless of the day on which the Holiday occurs, providing such employee has been at work on the regular working day preceding the Holiday and the regular working day succeeding the Holiday.

Provided also that an employee works on a Specified Holiday if he/she is scheduled to do so. An employee who is absent on the day before or the day after such Holiday and presents a reasonable excuse for such absence shall be paid.

**The Specified Holidays are as follows:**

**New Year's Day; Good Friday; Easter Monday; Victoria Day; Dominion Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day.**

**NEW**

**In addition to the above Specified Holidays, a half (1/2) day Christmas Eve and a half (1/2) day New Year's Eve will be granted when Christmas Eve or New Year's Eve fall between Monday and Friday. Half day for this purpose will be defined as commencing at 12:00 noon and shall apply to employees working day shift only.**

**In addition to the Specified Holidays, an additional paid holiday called a Floating Holiday shall be granted upon mutual agreement of the employee and his/her Department Head or the Department Head's nominee.**

The following qualifications will apply to the Floating Holiday:

- (1) It must be taken during the calendar year.
- (2) Failure to **take** the Floater forfeits all entitlements to the Holiday.
- (3) It will be scheduled on a first request basis.
- (4) An employee must have ~~sixty (60)~~ **sixty (60)** days service with the employer to qualify for the Floating Holiday.

15.2 An employee on approved leave of absence in excess of ~~thirty (30)~~ **thirty (30)** calendar-days shall not be eligible for **Specified** Holidays occurring during ~~the~~ period of such absence.

15.3 This Article pertaining to Specified Holidays does not apply to-employees in receipt of Long Term Disability benefits.

## ARTICLE 16 -VACATIONS

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

16.2 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 as of the end of ~~the~~ vacation Year (May 31st) plus shift premium if applicable, whichever is the greater.

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.

16.3 Eligibility for paid vacations shall be determined on June 1st in each year and shall be on the following basis:

**(Future employees whose first day of work begins between June 1st and June 7th of any year and who have worked all scheduled days of work during the month of June will have vacation credits calculated as though service began on June 1st.)**

Length of Service

Entitlement

Less than 1 year - 1 day per completed calendar month of service (maximum ten (10) working days)

In the event that the first full calendar month of service cannot be completed because it begins with either a Holiday and/or weekend, full credit for one vacation day will be given if service begins prior to the 7th day of such first month and provided the employee works all scheduled work days in the month.)

Not less than 1 year But less than 3 years 2 weeks

Not less than 3 years But less than 9 years 3 weeks

Not less than 9 years But less than 17 years 4 weeks

Not less than 17 years But less than 25 years 5 Weeks

Not less than 25 years 6 weeks

CHANGE

Effective June 1, 1992

Length of Service

Entitlement

Less than 1 year - 1 day per completed calendar month of service (maximum ten (10) working days)

In the event that the first full calendar month of service cannot be completed because it begins with either a Holiday and/or weekend, full credit for one vacation day will be given if service begins prior to the 7th day of such first month and provided the employee works all scheduled work days in the month.)

Not less than 1 year But less than 3 years 2 weeks



Not less than 3 years But less than 9 years	3 weeks
Not less than 9 years But less than <b>16</b> years	<b>4 weeks</b>
Not less than <b>16</b> years But less than <b>25</b> years	5 weeks
Not <b>less</b> than 25 years	6 weeks

**16.4** When a Specified Holiday falls during the vacation period, one (1) additional vacation day shall **be granted at a** time mutually agreeable between the employee **and** the Corporation.

**16.5** Vacations must be taken in the year in which they **are** due and shall not **be** accumulated except **as** provided hereunder:

- Employees entitled to three (3) or more weeks vacation may, by written request to the employee's Supervisor with a copy **to** the Commissioner of Administrative Services or designate, be granted the privilege of carrying up **to** one (1) week's vacation **to** the next vacation period, **at** which time the employee's **total** vacation entitlement, plus all vacation credits carried forward, must be **taken**.

**16.6** Vacations shall be arranged **to the employee's preference as far** as this is possible and **practical to do so**. Vacation entitlement plus all vacation credits carried forward in **excess of four (4) weeks will be taken at a time suitable to the Corporation**.

Suitable **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**.

**16.7** **An** employee on approved leave of absence will receive vacation pay on the basis of months of continuous service, **excluding the period of approved leave**.

In the event that a full **calendar month is not completed, the appropriate monthly credit will be given provided that**

service begins or is resumed prior to the 15th of the month. The appropriate monthly credit will also be given if the approved leave of absence commences after the 15th of the month.

**16.8** When the employment of any employee is terminated, they shall be paid a proportionate amount of **salary** or wages for any unused or accrued vacation credits.

**16.9** 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 **19**, 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.

**16.10** This Article pertaining to vacation does not apply to employees in receipt of Long Term Disability benefits.

## ARTICLE 17      REST PERIODS

**17.1** A fifteen (15) minute rest period shall be granted to all employees in the morning and in the afternoon of each regular working day. The fifteen (15) minute **period** to be from the time of leaving one's place of employment to the time of returning and assuming normal duties.

## ARTICLE 18      JURY DUTY AND ATTENDANCE IN COURT

Any employee who is called to and reports for jury duty or is a subpoenaed witness in any court or is 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 the employee's jury duty or witness service, such employee shall present to their Department Head a satisfactory certificate showing the period of such service.

Such employee will be paid their full salary or wage for the period of such jury or witness service, provided they shall deposit with the Commissioner of Finance the full amount of compensation received, excluding mileage and

travelling expense and an official receipt thereof.

## ARTICLE 19      BEREAVEMENT LEAVE

19.1      In the event of a death of the employees Spouse or Child of the employee and the employee's spouse, he/she shall be entitled to five (5) working days off with pay to be taken within either five (5) calendar days before or after the day of the funeral, and shall be granted such additional leave of absence as is necessary without payment for such time.

In the event of a death in the immediate family of an employee, he/she shall be entitled to three (3) working days off with pay to be taken within either five (5) calendar days before or after the day of the funeral, and shall be granted such additional leave of absence as is necessary without payment for such time.

The immediate family to be as follows:  
Grandchild, mother, father, father-in-law, mother-in-law, sister, brother, stepmother or step-father and grandparents of the employee and employee's spouse.

In respect of attendance at the funeral of the employee's sister-in-law or brother-in-law, the employee shall be entitled to one (1) working day off with pay, on the day of the funeral.

## ARTICLE 20      LEAVE OF ABSENCE

20.1      Leave of Absence for Union Business will be granted without pay and without loss of seniority up to a maximum of three (3) months. If the absence of the person or persons involved will unduly interfere with the efficiency of the Corporation's operations, the Corporation shall request the Union to name alternates and the Union will do so. The Corporation may grant leave of absence without pay and without loss of seniority up to a maximum of three (3) months to any employee requesting such leave for good and sufficient cause.

During such leave of absence, whether for Union Business or personal reasons, no employee may accept employment for wages or salary, except with the Canadian Union of

Public Employees or any other Labour organization affiliated to the Canadian Labour Congress. Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Corporation and the Union.

20.2

- (1) Not more than two (2) employees shall be granted leave of absence for any periods in excess of three (3) months to attend to Union Business, unless permission is granted by mutual agreement between the Corporation and the Union.
- (2) However, up to four (4) Union members shall be granted leave of absence for a period not to exceed five (5) consecutive working days for the purpose of attending to Union Business.
- (3) All requests for such leave must be made in writing to the Corporation's Director of Human Resources and be signed by the Union and the permanent employees concerned.

20.3

Maternity leave shall be granted in accordance with the provisions of the Employment Standards Act. Effective with leaves that commence January 1, 1990 in addition to the mandatory seventeen (17) weeks leave, an additional leave of up to a combined maximum of six (6) months may be granted without pay and without loss of seniority. Benefits shall be maintained by the Corporation during the mandatory and, if approved, extended maternity leave.

Adoption leave shall be granted in the same manner as maternity leave.

## ARTICLE 21 SAFETY

### CHANGE

The Corporation shall observe all reasonable precautions and provide, in accordance with existing policies and procedures, the necessary safety devices or appliances that may be required for the protection of its employees. The employees will co-operate by observing safety practices, including wearing and/or using the safety equipment provided.

Pursuant to the Occupational Health and Safety Act, a Health and Safety Committee shall be established which is composed of four (4) Union and four (4) employer representatives.

The Health and Safety Committee shall meet every fourth Wednesday of the month to consider, inspect, investigate and review health and safety issues and to recommend improvements to existing health and safety concerns.

Minutes shall be taken of all meetings and copies sent to the members of said Committee.

## ARTICLE 22    BULLETIN BOARDS

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 civic personal nature.

## ARTICLE 23    EMPLOYEES

23.1            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.

## ARTICLE 24    EMPLOYEE BENEFIT PROGRAM - (SEE APPENDIX "B")

24.1            Each permanent employee shall be entitled to pension and sick leave payments as provided for in the By-Laws and/or amendments thereto of the Corporation.

24.2            All permanent employees of the Corporation and dependents are insured by the plans described in Appendix "B" to this Agreement.

## ARTICLE 25    CORRESPONDENCE

25.1            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.

25.2 All correspondence between the Parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Commissioner of Administrative Services or designate for the Corporation **and** the Secretary of the Local Union, with a copy **to** the President.

25.3 Provisions of this Article **shall** not apply **to** the Dues Deductions outlined in Article 5, and the Grievance Procedure outlined in Article 11.

## ARTICLE 26 PERSONNEL FILE

Employees of Local #791 shall have the right **to** see their own personnel file while in **the** presence of **a** member of the Administrative Services Department at such time that is convenient to the Corporation **and** within five **(5)** working days of the employee's request.

## ARTICLE 27 CLOTHING SUPPLIED BY THE CORPORATION

### By-law Enforcement Officers

- **Two (2) pairs** of trousers
- Four **(4)** shirts, long and/or short sleeves
- One **(1)** tunic
- Two **(2)** ties
- Two **(2)** hats, one summer, one winter
- One **(1)** raincoat
- One **(1)** reefer
- One **(1)** pair black safety shoes
- One **(1)** pair rubber galoshes
- One **(1)** pair shorts

### Parking Meter Technicians and Parking Attendants

- **Two (2) pairs** of trousers
- One **(1)** tunic
- Four **(4)** shirts, long and/or short sleeves
- Two **(2)** ties

- One (1) uniform cap with rain cover with Corporation symbol
- One (1) raincoat
- One (1) reefer
- One (1) pair black safety shoes
- One (1) pair rubber galoshes

Parking Cashiers:

- Two (2) pairs of trousers
- Four (4) shirts, long and/or short sleeves
- One (1) tunic or sweater
- Two (2) ties
- One (1) pair shorts

Meter Readers

- Two (2) pairs of trousers
- Four (4) shirts, long and/or short sleeves
- One (1) tunic
- Two (2) ties
- One (1) uniform cap with rain cover with Corporation symbol
- One (1) raincoat and one (1) pair of rain leggings
- One (1) reefer
- One (1) appropriate pair of shoes (maximum value to be established by the Corporation)
- One (1) pair rubber galoshes (low cut rubbers)
- One (1) pair rubber galoshes (high cut with buckles)
- One (1) pair shorts

All items will be replaced as required and worn out items must be exchanged for new items. All apparel must be maintained and kept in a neat and clean condition by the employee.

ARTICLE 28 REMUNERATION

28.1

CHANGE

The scale of remuneration as set out in Appendix "A" shall apply from January 1, 1992 to and including December 31, 1993.

- 28.2 In any reclassification and evaluation, the present incumbent will not receive a ~~decrease in earnings~~ except an employee who is reclassified as a disciplinary measure to a lower rated position shall receive the salary for the job they are called upon to perform.
- 28.3 For the purposes of merit the Corporation retains the right to progress any employee through the steps within a grade at an accelerated rate. The Job Evaluation process must be followed to reclassify an employee to a different grade.
- 28.4 Movement of employees through the progression increments provided in Appendix "A" hereof shall be automatic to the top of the scale;
- 28.5 When an employee is temporarily transferred or assigned for a period of at least five (5) full consecutive working days of actual work performance or such longer period as required to a job title in a higher grade, commencing on the first day he/ she will be paid for the time period required to complete the assignment.
- (a) If transferred to a job one grade higher, the third (3rd) step of that grade; unless this would result in no increase in wages then the 4th step would apply.
- (b) If transferred to a job two or more grades higher, the starting rate for that grade unless this would result in no increase in wages then the appropriate step would apply to reflect an increase in wages.
- 28.6 When an employee, through the job posting procedure, transfers to a job at the same grade level as his/her previous job, then he/she will be placed one step lower in the applicable salary range.

## ARTICLE 29 TECHNOLOGICAL CHANGE

Both parties recognize the goal of providing effective public services and the need to take advantage of future technological changes to achieve this goal; however, both parties also recognize the importance of lessening, as much as reasonably possible, the effects of technological change upon the job security and earnings of employees who may be displaced from their jobs as a result of such change.



The Corporation agrees, before the installation of equipment which will affect employment status, to meet and discuss with the union committee any technological change and to provide data to the committee regarding the proposed installation and the effects on employment status.

The Corporation agrees that with the installation of new equipment and/or new procedures involving technological change requiring specially trained personnel, to discuss with the Union Committee training requirements and availability of training to qualified Bargaining Unit personnel. For qualified bargaining unit personnel, the Corporation will make every reasonable effort to provide such identified training.

Employees so identified will be provided with ninety (90) days written notice of such change to their employment status. Any employee displaced as a consequence of technological change shall be dealt with in accordance with Article 9 before any position is posted.

**An** employee with two (2) or more years seniority who is laid off due to technological change will have the option of exercising their rights under Article 9 or working out their ninety days notice or taking severance pay as follows:

Two years seniority - 2 weeks

One (1) week additional pay for each year of seniority to a maximum of ten (10) weeks

**In** the event that an employee who regularly operates a video display terminal becomes pregnant, that employee has the following options:

- (a) Continue to work at her regular job; or
- (b) Take an unpaid leave of absence without loss of seniority.

**The Union shall have input to the ergonomic suitability of any new equipment to which the members of the Bargaining Unit may be exposed.**

ARTICLE 30    JOB EVALUATION

CHANGE

It is the mutual desire of the parties to ensure that the Job Evaluation Plan adopted by the Union and City Council continues to function effectively. To this end, the following union representation is agreed to.

1.                    The Union shall have two (2) representatives on the Salary Administration Maintenance Committee

comprised of five (5) City employees. The purpose of this Committee is to oversee the on-going administration of the Job Evaluation Plan including, where appropriate, making recommendations to Council for changes to the plan itself.

2.                    A Rating Committee shall consist of eight (8) City employees, four (4) of which shall be union members. A quorum for the Rating Committee shall consist of four (4) members, two (2) of which shall be union members. The purpose of this Committee is to rate bargaining unit jobs as required.

3.                    The Union shall have one (1) representative on the three (3) member Appeals Committee. The purpose of this Committee is to render decisions on jobs appealed from the Rating Committee noted above.

The decisions of the aforementioned Salary Administration Maintenance Committee and Appeals Committee shall be reached by consensus and are final and binding upon the parties.

ARTICLE 31    JOB SECURITY

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 retraining will be in accordance with Article 29 and if required pink circled at their existing salary level. For purposes of this clause Pink Circling is defined as the employee receiving fifty per cent (50%) of any negotiated economic increases.

NEW

For the purpose of this Article, the word "directly" shall pertain to an employee who suffers a job loss due to the

contracting out by the Corporation at the time such contracting out takes place.



## ARTICLE 32 TERMS OF AGREEMENT

32.1 **CHANGE** This Agreement shall become effective as of the First Day of January 1992 and shall remain in force until the Thirty-First Day of December 1993, 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 annual 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. During the discussions or negotiations upon any proposed renewal or revision of the 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. Notwithstanding the above, any such agreement shall require the signatures of the President of CUPE 791, the CUPE National Representative and the Commissioner of Administrative Services or designate.

32.2

New contracts will be printed and ready for distribution within forty-five (45) working days after approval of the contract by Council of the Corporation of the City of Kitchener. There will be sufficient copies printed to supply each member of the Union with a copy and enough copies will be on hand until ratification of a subsequent contract.

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.

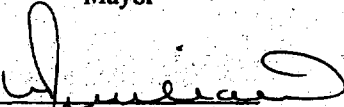
DATED AT KITCHENER, ONTARIO,  
THIS 30<sup>th</sup> DAY OF October, 1992

**THE CORPORATION OF THE CITY OF KITCHENER**

=====

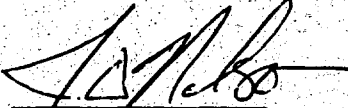


Dominic V.P. Cardillo  
Mayor




Robert W. Pritchard  
City Clerk

**THE KITCHENER CITY HALL OFFICE**  
**CLERICAL AND TECHNICAL STAFF**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL UNION #791**  
**(C.L.C.)**



Jim Nelson  
President



Chris Ford  
Recording Secretary

**APPENDIX "A"**

**=====**  
**CITY OF KITCHENER**  
**OFFICE, CLERICAL & TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE**

**JANUARY 1, 1992 TO DECEMBER 31, 1992**

**=====**

<b>GR</b>	<b>POINT RANGE</b>	<b>MIN (85%)</b>	<b>2 STEP (90%)</b>	<b>3 STEP (95%)</b>	<b>MAXIMUM (100%)</b>
1	275 - 299	\$19,132	\$20,258	\$21,383	\$22,509
2	300 - 324	\$19,898	\$21,068	\$22,238	\$23,409
3	325 - 349	\$20,663	\$21,878	\$23,094	\$24,309
4	350 - 374	\$21,428	\$22,689	\$23,949	\$25,210
5	375 - 399	\$22,194	\$23,500	\$24,805	\$26,111
6	400 - 424	\$22,959	\$24,309	\$25,660	\$27,010
7	425 - 449	\$23,915	\$25,322	\$26,729	\$28,136
8	450 - 474	\$24,872	\$26,335	\$27,798	\$29,261
9	475 - 499	\$25,829	\$27,348	\$28,868	\$30,387
10	500 - 524	\$26,786	\$28,361	\$29,937	\$31,513
11	525 - 549	\$27,742	\$29,374	\$31,005	\$32,637
12	550 - 574	\$28,890	\$30,589	\$32,289	\$33,988
13	575 - 599	\$30,038	\$31,804	\$33,571	\$35,338
14	600 - 624	\$31,282	\$33,122	\$34,962	\$36,802
15	625 - 649	\$32,526	\$34,439	\$36,352	\$38,266

<b>GR</b>	<b>POINT RANGE</b>	<b>MIN (85%)</b>	<b>2 STEP (90%)</b>	<b>3 STEP (95%)</b>	<b>MAXIMUM (100%)</b>
16	650 - 674	\$34,438	\$36,464	\$38,490	\$40,516
17	675 - 699	\$36,352	\$38,490	\$40,629	\$42,767
18	700 - 724	\$38,265	\$40,516	\$42,766	\$45,017
19	725 - 749	\$40,178	\$42,542	\$44,905	\$47,269
20	750 - 799	\$42,474	\$44,973	\$47,471	\$49,969
21	800 - 849	\$45,596	\$48,278	\$50,961	\$53,643
22	850 - 899	\$49,317	\$52,217	\$55,118	\$58,019
23	900 - 949	\$52,178	\$55,248	\$58,317	\$61,386
24	950 - 974	\$54,467	\$57,671	\$60,875	\$64,079
25	975 -1024	\$58,665	\$62,116	\$65,567	\$69,018
26	1025-1069	\$63,244	\$66,964	\$70,684	\$74,405
27	1070-1099	\$70,683	\$74,841	\$78,999	\$83,157
28	1100-1149	\$74,404	\$78,781	\$83,158	\$87,535
29	1150-1249	\$78,125	\$82,720	\$87,316	\$91,911
30	1250-1350	\$92,052	\$97,467	\$102,882	\$108,296

PROGRESSIONS/ GRADES- 1 TO 8 = 3 MONTHS  
9 TO 14= 6 MONTHS  
15 TO 30= 12 MONTHS

**JANUARY 1, 1993 TO DECEMBER 31, 1993**

=====

<b>GR</b>	<b>POINT RANGE</b>	<b>MIN (85%)</b>	<b>2 STEP (90%)</b>	<b>3 STEP (95%)</b>	<b>MAXIMUM (100%)</b>
1	275 - 299	\$19,515	\$20,663	\$21,811	\$22,959
2	300 - 324	\$20,296	\$21,489	\$22,683	\$23,877
3	325 - 349	\$21,076	\$22,316	\$23,555	\$24,795
4	350 - 374	\$21,857	\$23,143	\$24,428	\$25,714
5	375 - 399	\$22,638	\$23,970	\$25,301	\$26,633
6	400 - 424	\$23,418	\$24,795	\$26,173	\$27,550
7	425 - 449	\$24,394	\$25,829	\$27,264	\$28,699
8	450 - 474	\$25,369	\$26,861	\$28,354	\$29,846
9	475 - 499	\$26,346	\$27,896	\$29,445	\$30,995
10	500 - 524	\$27,322	\$28,929	\$30,536	\$32,143
11	525 - 549	\$28,297	\$29,961	\$31,625	\$33,290
12	550 - 574	\$29,468	\$31,201	\$32,935	\$34,668
13	575 - 599	\$30,638	\$32,441	\$34,243	\$36,045
14	600 - 624	\$31,907	\$33,784	\$35,661	\$37,538
15	625 - 649	\$33,176	\$35,128	\$37,080	\$39,031
16	650 - 674	\$35,127	\$37,193	\$39,260	\$41,326
17	675 - 699	\$37,079	\$39,260	\$41,441	\$43,622

GR	POINT RANGE	MIN (85%)	2 STEP (90%)	3 STEP (95%)	MAXIMUM (100%)
18	700 - 724	\$39,030	\$41,325	\$43,621	\$45,917
19	725 - 749	\$40,982	\$43,393	\$45,803	\$48,214
20	750 - 799	\$43,323	\$45,871	\$48,420	\$50,968
21	800 - 849	\$46,509	\$49,244	\$51,980	\$54,716
22	850 - 899	\$50,302	\$53,261	\$56,220	\$59,179
23	900 - 949	\$53,222	\$56,353	\$59,483	\$62,614
24	950 - 974	\$55,557	\$58,825	\$62,093	\$65,361
25	975 - 1024	\$59,838	\$63,358	\$66,878	\$70,398
26	1025-1069	\$64,509	\$68,304	\$72,098	\$75,893
27	1070-1099	\$72,097	\$76,338	\$80,579	\$84,820
28	1100-1149	\$75,893	\$80,357	\$84,822	\$89,286
29	1150-1249	\$79,687	\$84,374	\$89,062	\$93,749
30	1250-1350	\$93,893	\$99,416	\$104,939	\$110,462

PROGRESSIONS/ GRADES- 1 TO 8 = 3 MONTHS  
9 TO 14= 6 MONTHS  
15 TO 30= 12 MONTHS



## JOB TITLE SORT BY GRADE

---

GRADE	JOB	DEPARTMENT/DIVISION
01	File Clerk	Finance
02	Water Sampler	Public Works
03	Records Clerk	Planning & Development
04	Mail Dispatcher	General Services & City Clerk
04	Bindery Clerk	General Services & City Clerk
05	Administration Clerk	Transportation
05	Microfilm Clerk	General Services & City Clerk
05	Revenue Clerk	Finance
06	Zoning Secretary	Planning & Development
06	Vital Statistics Clerk	General Services & City Clerk
06	Information Clerk	Public Works
06	Information Clerk	Planning & Development
06	Parks Clerks	Parks & Recreation
06	Data Entry Operator	Administrative Services
06	Revenue Accounting Clerk	Finance
06	Cash Control Clerk	Transportation
06	Accounts Cashier	Finance
07	Information/Applications Clerk	Planning & Development
07	Utilities Clerk	Public Works
07	Administrative Assistant	Public Works
07	Revenue Cashier	Finance
07	Information Clerk	Parks & Recreation
07	Accounts Payable Clerk	Finance
07	Printer	General Services & City Clerk
07	Administrative Assistant	Fire
07	Records Centre Clerk	General Services & City Clerk
07	Traffic Clerk	Transportation
07	Recreation Secretary	Parks & Recreation
07	Development Secretary	Planning & Development
07	Operations Clerk	Public Works
07	Planning Secretary	Planning & Development
07	Transit Pass Programme Co-ordinator	Transportation
07	Marketing Secretary	Parks & Recreation

**GRADE JOB****DEPARTMENT/DIVISION**

07	Parks Secretary	Parks & Recreation
08	Revenue Accounting Clerk	Finance
08	Transit Clerk	Transportation
08	Data Entry Co-ordinator	Administrative Services
08	Administrative Assistant	Transportation
08	Fleet Clerk	Transportation
08	Accounts Receivable Clerk	Finance
08	Licensing Clerk	General Services & City Clerk
08	Parking Cashier	Transportation
08	Accounts Payable Clerk	Finance
08	Administrative Secretary	General Services & City Clerk
08	Information Clerk	Parks & Recreation
09	Rental Records Clerk	Public Works
09	Utilities Meter Reader	Finance
09	Administrative Secretary	<del>Parks</del> & Recreation
09	By-Law Enforcement Officer	Transportation
09	Accounts Cashier	Finance
10	Information Clerk	<b>Planning &amp; Development</b>
10	Administrative Secretary	<b>General Services &amp; City Clerk</b>
10	Cashier Co-ordinator	Finance
10	Works Dispatcher	Public Works
10	Intermediate Printer	General Services & City Clerk
10	Surveyor	Public Works
10	Administrative Secretary	Parks & Recreation
10	Parking Maintenance Attendant	Transportation
10	Parking Meter Technician	<b>Transportation</b>
10	Assessment Clerk	General <b>Services</b> & City Clerk
10	Zoning Officer	Planning & Development
10	Applications/Data Control Clerk	Planning & Development
11	Accounting Clerk	Finance
11	Data Control Clerk	Finance
11	Collections Officer	Accounting
11	<b>Box</b> Office Co-ordinator	<b>Parks &amp; Recreation</b>
11	Senior Zoning Officer	<b>Planning &amp; Development</b>
11	Facility Scheduler	Parks & Recreation
11	Payroll Clerk	Finance
11	Senior Printer	<b>General Services &amp; City Clerk</b>

## GRADE JOB

## DEPARTMENT/DIVISION

11	Payroll Clerk	Finance
11	Administrative Secretary	<del>Parks</del> & Recreation
11	Administrative Assistant	Planning & Development
11	Recreation Secretary	Parks & Recreation
11	Draftsperson Development	Planning & Development
11	Administrative Assistant	General Services & City Clerk
11	Transit Terminal Clerk	Transportation
11	Marketing Assistant	Parks & Recreation
11	Facility Scheduler	Parks & Recreation
12	Site Plan Inspector	Planning & Development
12	Billings Clerk	Finance
12	Customer Accounts Clerk	Finance
12	Accounting Clerk	Finance
12	Intermediate Draftsperson Engineering	Public Works
12	Collections Officer	Finance
12	Administrative Assistant	Parks Operations
12	Draftsperson Development	Planning & Development
12	Information Applications Officer	Planning & Development
12	Draftsperson Utilities	Public <del>Works</del>
12	Economic Development Technician	Economic Development
12	Customer Service Clerk	Finance
13	Senior Draftsperson	Planning & Development
13	Electronic Technologist	Transportation
13	Marketing Analyst	Public <del>Works</del>
13	Administrative Assistant	Planning & Development
13	Parking Prosecutions Officer	Transportation
14	Seniors <del>Program</del> Co-ordinator	Parks & Recreation
14	Planning Technician	Planning & Development
14	Properly <del>By-Law</del> Enforcement Officer	Planning & Development
14	Surveyor	Public Works
14	Customer Service Co-ordinator	Finance
14	Technical Services Technician	Public <del>Works</del>
14	Electronic Tech Parking Maintenance Attendant	Transportation
14	Survey Party Chief	Public <del>Works</del>

GRADE	JOB	DEPARTMENT/DIVISION
14	Senior Draftsperson Engineering	Public Works
14	Senior Transit Terminal Clerk	Transportation
14	Traffic Technician	Transportation
15	Senior Draftsperson Development	Planning & Development
15	Traffic & Parking Analyst	Transportation
15	Transportation Technologist	Transportation
15	Engineering Services Administrator	Public works
15	Assistant Economic Development Officer	Economic Development
15	Housing Programs Administrator	Planning & Development
15	Accounts Payable Co-ordinator	Finance
15	Building Projects Administrator	Planning & Development
15	Planning Technician Development	Planning & Development
15	Leisure Support Co-ordinator	Parks & Recreation
16	Planner	Planning & Development
16	Buyer	General Services & City Clerk
16	Pipe Locator	Public Works
16	Budget Analyst	Finance
16	Licensing Inspector	General Services & City Clerk
16	Draftsperson/Pipelocator	Public Works
17	Co-ordinator of Athletics	Parks & Recreation
17	Project Development Officer	Planning & Development
17	Building Technologist	Planning & Development
17	Building Inspector	Planning & Development
17	Housing Policy Planner	Planning & Development
17	Traffic Project Co-ordinator	Transportation
17	Transit Programmer Analyst	Transportation
17	Draftsperson Inspector	Public Works
18	Subsidy Grants Officer	Finance
18	Engineering Inspector	Public Works
18	Plumbing Inspector	Planning & Development
18	Building Inspector	Planning & Development
18	Senior Buyer	General Services & City Clerk

GRADE	JOB	DEPARTMENT/DIVISION
18	Financial Analyst	Finance
18	Zoning Inspector	Planning & Development
18	Corrosion Technician	
	Draftsperson	Public Works
,18	Environmental Engineer	General Services & City Clerk
19	Intermediate Planner	
	Development	Planning & Development
19	Financial Analyst	Planning & Development
19	Intermediate Planner	Planning & Development
19	Plans Examiner	Planning & Development
19	Electronic Technician	Transportation
19	Building Inspector	Planning & Development
19	Transportation Planner	Transportation
19	Traffic Analyst	Transportation
19	Property Standards Officer	Planning & Development
19	Parks Planner	Parks & Recreation
20	Design Construction	
	Technologist	Public Works
20	Senior Planner/Development	Planning & Development
20	Senior Planner/Planning	Planning & Development
20	Sales Tax Specialist	Finance
20	Quality Assurance Technician	Public Works
20	Landscape Architect	Parks & Recreation
20	Site Plan Co-ordinator	Planning & Development
20	Plumbing Inspector Chief	Planning & Development

**JOB TITLE SORT BY GRADE WITHIN DEPARTMENT**

06	Data Entry Operator	Administrative Services
08	<b>Data Entry Co-ordinator</b>	<b>Administrative Services</b>
12	Economic Development Technician	Economic Development
15	Assistant Economic Development Officer	Economic Development
01	File Clerk	Finance
05	Revenue Clerk	Finance
06	Accounts Cashier	Finance
06	Revenue Accounting Clerk	Finance
07	Revenue Cashier	Finance
07	Accounts Payable Clerk	Finance
08	Revenue Accounting Clerk	Finance
08	Accounts Receivable Clerk	Finance
08	Accounts Payable Clerk	Finance
09	Accounts Cashier	Finance
09	Utilities Meter Reader	Finance
10	Cashier Co-ordinator	Finance
11	Accounting Clerk	Finance
11	Payroll Clerk	Finance
11	Data Control Clerk	Finance
11	Collections Officer (Accounting)	Finance
12	<b>Collections Officer</b>	Finance
12		Finance
12		Finance
12	Accounting Clerk	Finance
12	<b>Customer Accounts Clerk</b>	<b>Finance</b>
14	<b>Customer Service Co-ordinator</b>	Finance
15	<b>Accounts Payable Co-ordinator</b>	<b>Finance</b>
16	<b>Budget Analyst</b>	<b>Finance</b>
18	Subsidy Grants Officer	Finance
18	<b>Financial Analyst</b>	<b>Finance</b>
20	<b>Sales Tax Specialist</b>	<b>Finance</b>

JOB TITLE SORT BY GRADE WITHIN DEPARTMENT (continued)

07	Administrative Assistant	Fire
04	Mail Dispatcher	General Services & City Clerk
04	Bindery Clerk	General Services & City Clerk
05	Microfilm Clerk	General Services & City Clerk
06	Vital Statistics Clerk	General Services & City Clerk
07	Records Centre Clerk	General Services & City Clerk
07	Printer	General Services & City Clerk
08	Administrative Secretary	General Services & City Clerk
08	Licensing Clerk	General Services & City Clerk
10	Administrative Secretary	General Services & City Clerk
10	Intermediate Printer	General Services & City Clerk
10	Assessment Clerk	General Services & City Clerk
11	Administrative Assistant	General Services & City Clerk
11	Senior Printer	General Services & City Clerk
16	Licensing Inspector	General Services & City Clerk
16	Buyer	General Services & City Clerk
18	Environmental Engineer	General Services & City Clerk
18	Senior Buyer	General Services & City Clerk
06	Parks Clerk	Parks & Recreation
07	Information Clerk	Parks & Recreation
07	Recreation Secretary	Parks & Recreation
07	Marketing Secretary	Parks & Recreation
07	Parks Secretary	Parks & Recreation
08	Information Clerk	<b>Parks</b> & Recreation
09	Administrative Secretary	Parks & Recreation
10	Administrative Secretary	Parks & Recreation
11	Marketing Assistant	Parks & Recreation
11	Administrative Secretary	Parks & Recreation
11	Facility Scheduler	Parks & Recreation
11	Box Office Co-ordinator	Parks & Recreation
11	Recreation Secretary	Parks & Recreation
11	Facility Scheduler	Parks & Recreation
12	Administrative Assistant	Parks & Recreation
14	Seniors <b>Program</b> Co-ordinator	Parks & Recreation
15	Leisure Support Co-ordinator	Parks & Recreation
17	Co-ordinator of Athletics	<b>Parks &amp; Recreation</b>
19	Parks Planner	<b>Parks &amp; Recreation</b>
20	Landscape Architect	<b>Parks &amp; Recreation</b>

**JOB TITLE SORT BY GRADE WITHIN DEPARTMENT (continued)**

03	Records Clerk	Planning & Development
06	Information Clerk	Planning & Development
06	Zoning Secretary	Planning & Development
07	Development Secretary	Planning & Development
07	Information/Applications Clerk	Planning & Development
07	Planning Secretary	Planning & Development
10	Information Clerk	Planning & Development
10	Zoning Officer	Planning & Development
10	Applications/Data Control Clerk	Planning & Development
11	Draftsperson Development	Planning & Development
11	Administrative Assistant	Planning & Development
11	Administrative Assistant	Planning & Development
11	Senior Zoning Officer	Planning & Development
12	Draftsperson Development	Planning & Development
12	Information Applications Officer	Planning & Development
12	Site Plan Inspector	Planning & Development
13	Senior Draftsperson	Planning & Development
13	Administrative Assistant	Planning & Development
14	Planning Technician	Planning & Development
14	Property <b>By-Law</b> Enforcement Officer	Planning & Development
15	Housing Programs Administrator	Planning & Development
15	Planning Technician Development	Planning & Development
15	Building Projects Administrator	Planning & Development
16	Planner	Planning & Development
17	Building Technologist	Planning & Development
17	Building Inspector	Planning & Development
17	Housing Policy Planner	Planning & Development
17	Project Development Officer	Planning & Development
18	Plumbing Inspector	Planning & Development
18	Zoning Inspector	Planning & Development
18	Building Inspector	Planning & Development
19	Property Standards Officer	Planning & Development
19	Financial Analyst	Planning & Development
19	Intermediate Planner Development	Planning & Development
19	Building Inspector	Planning & Development
19	Plans Examiner	Planning & Development
19	Intermediate Planner	Planning & Development
20	Senior Planner/Development	Planning & Development



JOB TITLE SORT BY GRADE WITHIN DEPARTMENT (continued)

20	Senior Planner/Planning	Planning & Development
20	Site Plan Co-ordinator	Planning & Development
20	Plumbing Inspector Chief	Planning & Development
02	Water Sampler	Public Works
06	Information Clerk	Public Works
07	Administrative Assistant	Public Works
07	Utilities Clerk	Public Works
07	Operations Clerk	Public Works
09	Rental Records Clerk	Public Works
10	Works Dispatcher	Public Works
10	Surveyor	Public Works
12	Intermediate Draftsperson	
	Engineering	Public Works
12	Draftsperson Utilities	Public Works
13	Marketing Analyst	Public Works
14	Senior Draftsperson	
	Engineering	Public Works
14	Technical Services Technician	Public Works
14	Survey Party Chief	Public Works
14	Surveyor	Public Works
15	Engineering Services	
	Administrator	Public Works
16	Pipe Locator	Public Works
16	Draftsperson/Pipelocator	Public Works
17	Draftsperson Inspector	Public Works
18	Engineering Inspector	Public Works
18	Corrosion Technician	
	Draftsperson	Public Works
20	Quality Assurance Technician	Public Works
20	Design Construction	
	Technologist	Public Works
05	Administration Clerk	Transportation
06	Cash Control Clerk	Transportation
07	Traffic Clerk	Transportation
07	Transit Pass Program	
	Co-ordinator	Transportation
08	Fleet Clerk	Transportation
08	Parking Cashier	Transportation
08	Administrative Assistant	Transportation
08	Transit Clerk	Transportation
09	By-Law Enforcement Officer	Transportation

**JOB TITLE SORT BY GRADE WITHIN DEPARTMENT (continued)**

10	Parking Maintenance Attendant	Transportation
10	Parking Meter Technician	Transportation
11	Transit Terminal Clerk	Transportation
13	Parking Prosecutions Officer	Transportation
13	Electronic Technologist	Transportation
14	Traffic Technician	Transportation.
14	Senior Transit Terminal Clerk	Transportation
14	Electronic Tech Parking Maintenance Attendant	Transportation
15	Transportation Technologist	Transportation
15	Traffic & Parking Analyst	Transportation
17	Transit Programmer Analyst	<b>Transportation</b>
17	<b>Traffic Project Co-ordinator</b>	<b>Transportation</b>
19	Transportation Planner	Transportation
19	Traffic Analyst	Transportation
19	Electronic Technician	Transportation

## APPENDIX "B"

### EMPLOYEE BENEFIT PROGRAM

Effective on the first of the month following signing of the new Union Agreement, the Corporation will pay one hundred per cent (100%) of the cost of the following benefits, subject only to the conditions of the carrier.

#### GENERAL

in the event that the Corporation elects to change carriers for any of the non-legislated benefit plans noted in Appendix "B", 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) Group Life Insurance Plan - equivalent, approximately to 200% of annual earnings to the nearest \$500.00;
- c) Extended Health **Care** Plan - includes eyeglasses and semi-private hospital coverage (eyeglass coverage \$180.00 per family member per 24 months.  
Effective January 1, 1993 - \$200.00).

#### **Hearing Aids \$300/3 years**

- d) Dental Plan #9 - current ODA ~~Fee~~ Schedule - Orthodontics \$1,500 lifetime maximum, 50% co-insurance.

Balance of Denture **Rider #2**, 50% co-insurance \$500 maximum/5 years.

- e) Long Term Disability Insurance (L.T.D; Plan) - \$3,000 maximum per month. Effective June 1, 1992 **waiting period 6 months (12 months).** January 1, 1993 **elimination period 17 weeks (180 days).**

The Corporation will pay one hundred per cent (100%) of the **cost** of the following **three (3)** benefit plans on **behalf of L.T.D.** Plan recipients for

the first twenty four (24) months on their paid disability period.

- i) Ontario Health Insurance Plan (O.H.I.P.)
- ii) Extended Health Care Plan - as above in (c)
- iii) Dental Plan. #9

**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), (c) and (d) only.

The Corporation agrees to provide the Union with copies of the Insurance Contracts.

### SICK LEAVE PLAN

Sick Leave Benefits - as specified in the Corporation's By-law Number 73-20-P.

Permanent employees of the Corporation from the date of employment are entitled to one and one-half (1 1/2) days 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 his/her unused accumulated sick leave credits accumulated after April 1st, 1953 on the basis of his/her regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

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 his/her unused accumulated sick leave credits accumulated after April 1st, 1953, on the basis of his/her regular salary or other remuneration at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect prior to termination.

In addition to the amount payable for sick leave credits earned after April 1st, 1953, there shall also be payable, on termination, the value of unused sick leave credits earned prior to that date, calculated on the basis of the employee's normal salary or other remuneration at the date of termination.

Subject to the approval of City Council, an employee may elect to have the sick leave credits payable on termination, paid in instalments rather than in a lump sum.

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.

### SICK LEAVE RECORDS

The Corporation shall provide each employee with a computerized print-out once per annum (to commence in 1979 at a time suitable to the Corporation), which will indicate his/her total accumulated sick leave credits, total sick leave credits used in the previous twelve (12) months and the person's unused balance of sick leave.

### 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 a **FINAL AVERAGE EARNINGS** formula based on two per cent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for service after enrolment 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 I Supplementary - credited service prior to employer's enrolment 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. are to be agreed upon by the Corporation and the Union.

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

WORKERS' COMPENSATION

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 Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation Act and the regulations thereunder.

LABOUR MANAGEMENT

A Labour Management Committee shall be established consisting of a minimum of two (2) Representatives of the Union and two (2) Representatives from Management of the Corporation. The Committee shall enjoy the support of both parties in the interests of improved service to the public and harmonious relations between the parties:

## APPENDIX "C"

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The hours of work provision of the Collective Agreement shall include the following modified hours of work program.

1. The modified hours program **will** apply **to** permanent full time salaried employees normally working 35 hours **per** week.

Where circumstances warrant, i.e. scheduling difficulties, this program may not be available to all employees.

2. The normal hours of work are 9:00 a.m. to 5:00 p.m., Monday through Friday.

Employees may select to work one of the following options other than the normal hours of work to be approved by the employee's supervisor in advance. Such election will remain in effect for three months.

Option #1 - 8:30 a.m. to 4:30 p.m., Monday through Friday

Option #2 - 8:30 a.m. to 5:00 p.m., Monday through Friday  
for 14 days worked (105 hours), with the 15th  
work day resulting in a day off with pay.

The following rules shall apply **to** Option #2 only:

- i) 14 days refers to 14 days of actual days worked (7 1/2 hours per day). Time off, sick leave, vacation, bereavement, statutory holidays, etc. will not count **as an** accumulated day worked.
- ii) Time off may be taken at a mutually agreeable time determined between the supervisor and employee. This time to **be** taken prior to completion of the next 14 day cycle.

With the supervisor's consent, up to a maximum of 5 days may be accumulated. All accrued days must be taken prior to the end of the vacation **year**. No carryover is permitted.

- iii) The normal weekly pay shall be computed **on** the basis of a 35 hour work week. Time off, *sick* leave, vacation, bereavement, statutory holidays, **etc.** will be established **as** a 7 hour day.

- iv) Overtime rates shall apply after 7 1/2 hours of work. Overtime **hours** shall not **be** used in the 14 day accumulation formula.
- v) For the purposes of Article 14 of the Collective Agreement, double time shall apply to the second scheduled day off only. Any subsequent days shall revert to **time and** one-half.
- vi) Employees transferring **to** another location where the modified **program** is not available will be **provided** with accrued time off where possible. If this proves impossible, then payment will be in accordance with the Collective Agreement.
- vii) Upon termination of service, outstanding **hours** will be **paid** at straight **time**.



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

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**LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #791**

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


1. Effective **January 1, 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 interpreted 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  
  
or
    - iii) a retirement **pension** under the 30 year provision of O.M.E.R.S. Supplementary Type III
2. Effective **January 1, 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 January 1, 1985.

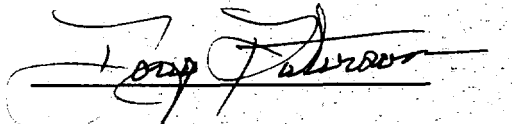
3. The following general conditions apply to **both** Number 1 and 2 above:
  - a) This program is not extended to employees in receipt of any other benefits including Workers' Compensation.
  - b) The Corporation will pay one hundred percent (100%) of the cost. The benefits are subject only to the conditions 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.
  
4. The benefits to be extended will be **as** follows:
  - a) Ontario Health Insurance Plan (O.H.I.P.)
  - b) Blue Cross Extended Health Care Plan or equivalent (including eye glasses and semi-private hospital coverage. Eye glasses coverage \$160.00 per family member for every, 24 months - no deductible),
  - c) Blue Cross Dental Plan #9 or equivalent. (1990 O.D.A. Fee Schedule).
  - d) Group Life Insurance Plan (the benefits **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. O.M.E.R.S., Standard Life, Confederation Life, Great West 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** December 31, 1984, and meet the criteria outlined in Item 1, effective January 1, 1985, on a non-contributory basis.

DATED AT KITCHENER, THIS 16th day of April, 1992

FOR THE CANADIAN UNION  
OF PUBLIC EMPLOYEES,  
LOCAL #791

FOR THE CORPORATION  
OF THE CITY  
OF KITCHENER

  
\_\_\_\_\_  
J. Ford

  
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J. Ford