

2005 - 2008 COLLECTIVE AGREEMENT

CITY HALL OFFICE, CLERICAL AND TECHNICAL STAFF

THIS AGREEMENT to be effective the First Day of April 2005 to and including the Thirty-First Day of March 2008

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

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**ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.1 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.

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**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 Division, Information Technology [except GIS Technologist], Executive Assistants and Administrative Coordinators to General Managers, Administrative Assistant to Director of Engineering, Senior Citizens Advisor, Committee Administrator, Security Officers, Students and Part Time employees.

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

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**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.

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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.

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#### **ARTICLE 4: RULES AND REGULATIONS**

4.1 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.

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#### **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 Union Dues upon all permanent and temporary employees of the Corporation to which this Agreement applies. The compulsory check-off of Union Dues for temporary employees will commence August 1, 2002.

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 General Manager of Financial Services and City Treasurer 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.

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#### **ARTICLE 6: STRIKES AND LOCKOUTS**

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

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## ARTICLE 7: UNION REPRESENTATION

- 7.1 A Bargaining Committee of the Union shall be appointed, to consist of not more than five (5) 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, shall be paid for such time at their regular rate, not to exceed their regular daily hours of work.
- Five (5)** representatives of the Union who are granted time off during their regular work period to bargain for a Collective Agreement shall be paid at their regular rate of pay 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.

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## 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 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 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 Seniority shall govern within this Bargaining Unit provided that the employees affected are of equal skill, ability and competence.
- 8.5 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 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 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 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 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 after consultation with the Union.

8.9 \*\* **A temporary employee who is placed on permanent staff will be placed upon the seniority list in accordance with their term of continuous service with the Corporation from the employee's last starting date up to a maximum of twelve (12) months.**

**Part-time employees transferred to the Bargaining Unit shall not have any prior service with the Corporation count toward seniority in the Bargaining Unit.**

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## **ARTICLE 9: LAYOFFS AND RECALLS**

9.1 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.

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 or can be familiarized with the job within one (1) day.

9.2 **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.**

9.3 In the event of a notice of layoff of a permanent full-time employee a meeting will be held with the employee, the Union and Human Resources within three (3) calendar days of such notice. The purpose of the meeting will be to review the skills and qualifications of the employee who is to be laid off, in conjunction with the job descriptions of any less senior employees in a job grade that is the same as theirs or lower, into which the employee may wish to pursue exercising their bumping rights.

If the employee chooses to exercise their bumping rights, a Joint Layoff Committee (composed of two (2) Union Representatives and two (2) Human Resources Representatives) will meet with the Supervisor/Manager to whom the position reports, to determine the skills, requirements and the primary duties of the position into which the employee wishes to bump. Should it be assessed by the Joint Committee that the employee would appear to meet the requirements of the position, the Joint Committee together with the appropriate Supervisor/Manager will meet with the employee without delay, to assess the employee's skills to perform the primary duties of the job.

if the employee is denied the opportunity to bump into the position after the above process has been followed, and does not agree with the decision, the employee shall have the right of filing a grievance within two (2) working days of receipt of the decision. The employee will still have the right to continue to exercise their bumping rights with subsequent positions.

9.4 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, shall be the first employee(s) to be considered for the available position providing they possess the required skill and ability to perform the job or can be familiarized with the job within five (5) days. In the event that the job qualifications are relatively equal then seniority will be the deciding factor.

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

9.6 A grievance arising from the layoff or bumping procedures laid out in this Article shall be filed at Step 3 of the Grievance Procedure.

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## 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. 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.
- An employee may have a Union Representative present during an interview by making such request prior to the date and the time for the interview. Any such representative shall be the same person during all interviews for any one position and shall be in attendance as an observer only.
- Upon request, an unsuccessful applicant who has not received an interview shall receive from the Director of Human Resources or Designate, a written explanation of the reason(s) for denial of an interview.
- 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 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 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 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 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 abilities to perform the essential duties of the vacancy.
- 10.9 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 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.

10.11 Any testing that is required to reflect the skills and abilities that are required to perform the job shall be coordinated by the Human Resources Division.

**10.12 \*** **Promotion(s) within the Job Titles Municipal Building Official I / Municipal Building Official II where a vacancy does not exist, will not be posted. Promotion will occur automatically at such point that all Proof of Qualification (POQ's) are met per legislative and positional requirement. Employee step placement to the higher classification will be to the step that provides an increase over their current rate.**

**This does not in any way preclude the Corporation from posting a vacancy at either the Municipal Building Official I or Municipal Building Official II level.**

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## **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 complaint, the employee may be accompanied by a Union Representative.

In the event the employee's complaint concerns a job posting, for which they applied, and were not successful in obtaining, the complaint shall be discussed with the Supervisor/Manager who made the hiring decision.

### Step 2

If the aggrieved employee is satisfied that they have a grievance, they shall submit their grievance in writing to the Chairperson of the Union Grievance Committee.

**If** the Grievance Committee of the Union considers the grievance to be justified, the employee concerned, together with the Grievance Committee, shall first seek to settle the dispute at a meeting with the Department Manager **or** Designate within five (5) working days following the Step 1 meeting. The written grievance signed by the aggrieved employee 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 Manager or Designate will deliver their decision in writing to the Grievance Committee Chairperson within three (3) working days following the day on which the grievance is presented.

Failing settlement - then step 3 may be invoked.

Within five (5) working days following the decision under Step 2, the Union Grievance Committee Chairperson may submit the written grievance to the Manager of Human Resources or Designate.

A meeting will be held within ten (10) working days between the Union Grievance Committee and the Management Grievance Committee, at which time the matter will be reviewed.

The Manager of Human Resources or Designate will deliver their decision in writing to the Grievance Committee Chairperson within five (5) working days from the date on which the meeting was held under Step 3.

11.2 The Corporation or the Union shall have the right to file a policy grievance beginning in Step 3 of the Grievance Procedure as outlined in Clause 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 3, 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 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 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.

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 Mediation Process, and such mutual agreement will include the selection of the Mediator to be used. The Parties will share the cost of the Grievance Mediator on an equal basis.



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## 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 may be referred to a Sole Arbitrator at the request of either of the Parties hereto (subject to the time limit in Clause 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.

In the event the Parties are unable to agree on a Sole Arbitrator, the Minister of Labour of 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 all of the expenses of the Arbitrator appointed.

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 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.

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## ARTICLE 13: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

13.1 \*\* At meetings where disciplinary matters are discussed, investigations are conducted which may result in discipline, or an employee's work performance is discussed (does not include Performance Appraisals) a Union Representative may be present upon the request of the employee or the Corporation. **The Corporation will advise the employee of the nature of the meeting prior to its commencement.**

If an employee is to be suspended, demoted or discharged the employee will be accompanied by two (2) Union Representatives.

**In the event that the Corporation terminates a probationary employee, the aforementioned clause will not apply. However the Corporation will notify the Union of the termination.**

13.2 The Union shall be notified in writing of all written warnings, suspensions, discharge for Cause and demotions. Notice of the discharge, suspension or demotion shall be forwarded no later than five (5) working days after the discharge, suspension or demotion by Registered Mail 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 President of the Union, with a copy to the C.U.P.E. 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 Arbitrator, 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.

An employee wishing to respond to a disciplinary document that is placed in their personnel file, may respond to such document, and such response will become part of the employee's personnel file.

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**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.

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 seven dollars and twenty-five cents (\$7.25). Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

Effective **June 1, 2005**, 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.

\*\* Effective **April 1, 2006**, 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 seventy-five cents (\$7.75)**. Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

\*\* Effective **April 1, 2007** an employee who works two (2) or more hours continuous with the regular working day shall be eligible for a meal allowance of **eight dollars (\$8.00)**. 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 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.

With the approval of the employee's Supervisor the employee may bank up to an additional two (2) regular working days in any given period. Such time will be banked at the appropriate overtime rate and shall be taken off at a time mutually agreeable to the employee and immediate Supervisor.

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 There shall be a shift premium of one dollar (\$1.00) per hour for all hours worked when the majority of the hours falls outside the normal daily hours outlined in Clause 14.1.

\*\* Effective **June 1, 2005**, there shall be a shift premium of **one dollar and five cents (\$1.05)** per hour for all hours worked when the majority of the hours falls outside the normal daily hours in Clause 14.1.

\*\* **Effective April 1, 2006 there shall be a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked when the majority of the hours falls outside the normal hours in Clause 14.1.**

\* **Effective April 1, 2007 there shall be a shift premium of one dollar and fifteen cents (\$1.15) per hour for all hours worked when the majority of the hours falls outside the normal daily hours 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 seventy-two (72) cents per hour premium.

\*\* Effective **June 1, 2005**, 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 **seventy-five (75) cents** per hour premium.

\*\* Effective **April 1, 2006** 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 **seventy-eight (78) cents** per hour premium.

**\*\*** Effective **April 1, 2007** 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 **eighty-two (82)** cents per hour premium.

14.7 In any event there shall be no pyramiding of premiums.

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## 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; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day.

**\*** 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. **1/2 day for this purpose will be defined as commencing at the 1/2 way point of the employee's shift and shall apply to employees working day shift only. Employees may be required to modify their start time to ensure that minimal coverage is maintained until noon, at the discretion of the Corporation.**

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 Floating Holiday forfeits all entitlements to the Holiday.
- (3) It will be scheduled on a first request basis.
- (4) **An** employee must have 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) 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.

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## 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.)

<u>Length of Service</u>	<u>Entitlement</u>
Less than 1 year completed  (maximum ten	- 1 day per  of service  <b>days)</b>
	calendar month  (10) working 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 16 years - 4 weeks

Not less than 16 years  
But less than 24 years - 5 weeks

Not less than 24 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 Director of Human Resources or Designate, be granted the privilege of carrying up to one (1) week's vacation to the next vacation period.

**Employees entitled to four (4) or more weeks vacation may, by written request to the employee's Supervisor with a copy to the Director of Human Resources or Designate, be granted the privilege of carrying up to two (2) week's vacation to the next vacation period.**

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.

**Employees with greater seniority shall have first choice of vacation dates, for the June 1st - May 31st year, provided they indicate their preference before April 1st in order that the vacation schedule may be posted by April 30th. Employees not submitting vacation by April 1st shall be granted vacation, in available time slots, on a first come first serve basis.**

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.

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#### **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.

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#### **ARTICLE 18: JURY DUTY AND ATTENDANCE IN COURT**

18.1 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 General Manager of Financial Services and City Treasurer the full amount of compensation received, excluding mileage and traveling expense and an official receipt thereof.

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#### **ARTICLE 19: BEREAVEMENT LEAVE**

19.1 **\*\*** All bereavement leave is to be taken within five (5) calendar days before or after the day of the funeral.

The following schedule of time off applies **to permanent and temporary employees:**

Five (5) working days off with pay in the event of the death of an employee's partner, child of the employee or employee's partner, **or mother or father of the employee or employee's partner, (or anyone who stands in loco parentis to the employee).**

**Three (3) working days off with pay in the event of a death of a member of an employee's immediate family. Immediate family to be defined as:**

**Grandchild, sister, brother, stepmother or stepfather and grandparents of the employee or the employee's partner.**

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

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

Additional unpaid leave of absence for bereavement purposes may be granted upon request.

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## **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.

**Notwithstanding the above, a leave of absence without pay, and without loss of seniority for up to one (1) year may be granted to no more than one (1) employee for the purpose of working in an official capacity for the Union. During this leave there will be no accrual of seniority.**

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 **shall include the employee's name, the employee's supervisor's name, the reason, commencement and duration for such leave** and must be made in writing **or by email from the Recording Secretary or President of the Union** to the Corporation's Director of Human Resources.

20.3 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. Benefits shall be maintained by the Corporation during the mandatory and, if approved, extended 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.

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## **ARTICLE 21: SAFETY**

21.1 \*\* 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.

The Corporation and the Union agree to maintain a Joint Health and Safety Committee whose composition and duties will be in accordance with the signed Terms of Reference for the Structure and Function of the Joint Health and Safety Committees as approved by the Ministry of Labour.

**\*\*** The **Joint** Health and Safety Committee shall meet every **other** month to consider, investigate and review health and safety issues and to recommend improvements to existing health and safety concerns. **The Joint Health and Safety Committee will inspect the workplace or a part thereof on a monthly basis. The date to meet or inspect will be decided by the Committee members.**

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

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## **ARTICLE 22: BULLETIN BOARDS**

22.1 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 civic personal nature.

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## **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.

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 twelve (12) months of continuous employment in any one (1) work period.

Temporary help shall not be regarded as falling within the definition of employee as set out in Clause 23.1 and shall only come within the terms of this Agreement for purpose of check-off, wages, **and seniority as per Clause 8.9**, unless otherwise stated.

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## **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.

Permanent employees hired prior to July 1, 2002 will have their eligibility for 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 July 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 payment for sick leave credits referenced therein.

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

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## **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 **to CUPE Local #791, 141 King Street East, Kitchener, Ontario, N2G 2K8.**

25.2 **\*\*** 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 for the Corporation and the Secretary of the Local Union, **to CUPE Local #791, 141 King Street East, Kitchener, Ontario, N2G 2K8**, 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.

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**ARTICLE 26: PERSONNEL FILE**

26.1 Employees of Local #791 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.

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**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 with Corporation symbol
- One (1) reefer
- One (1) pair Corporation-approved black shoes to a maximum value of seventy-five dollars (\$75.00)
- One (1) pair rubber galoshes
- Two (2) pair shorts
- One (1) pair rain leggings

Parking Meter Technicians and Parking Attendants

- Two (2) pairs of trousers
- One (1) tunic
- Four (4) shirts, long and/or short sleeves
- 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
- One (1) pair of rain leggings (applies to Parking Meter Technicians only)

Collections Officer

- 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)
- Two (2) pair shorts
- One (1) pair of gloves with grips

M.L.E./ Property Standards Officer

- Two (2) pairs of trousers
- Four (4) shirts, long and/or short sleeves

Two (2) pairs shorts

**\*\* Municipal Building Officials**

- Four (4) crested golf shirts
- One (1) crested three-in-one jacket
- One (1) raincoat

Landscape Architects

- One (1) coverall
- One (1) pair rubber galoshes
- One (1) pair work gloves

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.

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**ARTICLE 28: REMUNERATION -(SEE APPENDIX "A")**

28.1\*\* The scale of remuneration as set out in Appendix "A" shall apply from **April 1, 2005, to and including March 31, 2008.**

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 has been subject to a Job Evaluation review resulting in an upward grade increase,**
- or -**
- 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.
- The following will apply**
- a) If **the employee has moved upward because of a Job Evaluation review** or transferred to a job one grade higher, **then** the third (3rd) step of that grade **will apply**; unless this would result in no increase in wages then the 4th step would apply.
- If the employee has**
- b) **moved' upward because of a Job Evaluation review or** transferred to a job two or more grades higher, **then** the starting rate for that grade **will apply** 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.

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## **ARTICLE 29: TECHNOLOGICAL CHANGE**

- 29.1 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.

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### ARTICLE 30: JOB EVALUATION

30.1\*\* 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 ongoing 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 ten (10) City employees, five (5) 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.

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### 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 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.

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. `

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### ARTICLE 32: WORKPLACE CONDUCT

32.1 The Corporation and the Union are committed to working with employees to maintain a work environment free from violence, threats of violence, intimidation, sexual harassment and other disruptive behaviour and promote a workplace in which there is respect for employees and the public.

Violence, threats, intimidation, sexual harassment and other disruptive behaviour will not be tolerated in the workplace. Such behaviour can include oral and written statements, gestures or expressions that communicate direct or indirect threat, physical harm.

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Staff who are the recipient of such behaviour, whether such behaviour is from another staff member or a member of the public, are encouraged to report such behaviour to one or more of the following:

Their Supervisor  
Security  
Human Resources  
Their Union  
The Police  
CAO or Acting CAO

Should an employee observe inappropriate behaviour, the employee is encouraged to report details of the incident to the employee's Supervisor or Human Resources.

Any reported incident will be taken seriously and action taken appropriate to the circumstances. Such action may include removing from the premises an individual committing such an act. The individual could then be subject, in the case of an employee, to disciplinary action, and/or criminal penalties and, in the case of a member of the public, criminal penalties.

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### **ARTICLE 33 : TERMS OF AGREEMENT**

33.1 \*\* This Agreement shall become effective as of the **First Day of April 2005 and shall remain in force until the Thirty-First Day of March 2008**, 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 C.U.P.E. 791, the C.U.P.E. National Representative and the Director of Human Resources or Designate.

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      DAY OF      , 2005

**THE CORPORATION OF THE CITY OF KITCHENER**

\_\_\_\_\_  
Carl Zehr, Mayor

\_\_\_\_\_  
Gary Sosnoski, City Clerk

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

\_\_\_\_\_  
Joe Sutherland

\_\_\_\_\_  
Johanna Ellis

\_\_\_\_\_  
Maurenn Manning

APPENDIX "A"

SALARY SCHEDULE

Effective April 1, 2005 (includes 3% increase across-the-board)

GRADE	POINT RANGE	MIN	STEP 2	STEP 3	MAX
1	275 - 299	\$22,940	\$25,810	\$27,241	\$28,676
2	300 - 324	\$23,859	\$26,840	\$28,332	\$29,824
3	325 - 349	\$24,778	\$27,873	\$29,421	\$30,971
4	350 - 374	\$25,694	\$28,908	\$30,513	\$32,118
5	375 - 399	\$26,613	\$29,940	\$31,603	\$33,267
6	400 - 424	\$27,531	\$30,971	\$32,694	\$34,411
7	425 - 449	\$28,676	\$32,262	\$34,054	\$35,844
8	450 - 474	\$29,824	\$33,550	\$35,416	\$37,279
9	475 - 499	\$30,972	\$34,844	\$36,779	\$38,716
10	500 - 524	\$32,118	\$36,133	\$38,143	\$40,147
11	525 - 549	\$33,265	\$37,424	\$39,501	\$41,581
12	550 - 574	\$34,640	\$38,972	\$41,137	\$43,300
13	575 - 599	\$36,016	\$40,519	\$42,771	\$45,020
14	600 - 624	\$37,511	\$42,200	\$44,541	\$46,888
15	625 - 649	\$39,002	\$43,879	\$46,316	\$48,750
16	650 - 674	\$41,296	\$46,455	\$49,037	\$51,619
17	675 - 699	\$43,591	\$49,037	\$51,762	\$54,487
18	700 - 724	\$45,885	\$51,617	\$54,485	\$57,356
19	725 - 749	\$48,177	\$54,201	\$57,210	\$60,219
20	750 - 799	\$50,930	\$57,295	\$60,479	\$63,662
21	800 - 849	\$54,674	\$61,506	\$64,925	\$68,344

PROGRESSIONS/ GRADES

- 1 TO 8 = 3 MONTHS
- 9 TO 14 = 6 MONTHS
- 15 TO 21 = 12 MONTHS

- Effective April 1, 2006 (includes 3% increase across the board)

GRADE	POINT RANGE	MIN	STEP2	STEP3	MAX
1	275 - 299	\$23,628	\$26,584	\$28,058	\$29,536
2	300 - 324	\$24,575	\$27,645	\$29,182	\$30,719
3	325 - 349	\$25,521	\$28,709	\$30,304	\$31,900
4	350 - 374	\$26,465	\$29,775	\$31,428	\$33,082
5	375 - 399	\$27,411	\$30,838	\$32,551	\$34,265
6	400 - 424	\$28,357	\$31,900	\$33,675	\$35,443
7	425 - 449	\$29,536	\$33,230	\$35,076	\$36,919
8	450 - 474	\$30,719	\$34,557	\$36,478	\$38,397
9	475 - 499	\$31,901	\$35,889	\$37,882	\$39,877
10	500 - 524	\$33,082	\$37,217	\$39,287	\$41,351
11	525 - 549	\$34,263	\$38,547	\$40,686	\$42,828
12	550 - 574	\$35,679	\$40,141	\$42,371	\$44,599
13	575 - 599	\$37,096	\$41,735	\$44,054	\$46,371
14	600 - 624	\$38,636	\$43,466	\$45,877	\$48,295
15	625 - 649	\$40,172	\$45,195	\$47,705	\$50,213
16	650 - 674	\$42,535	\$47,849	\$50,508	\$53,168
17	675 - 699	\$44,899	\$50,508	\$53,315	\$56,122
18	700 - 724	\$47,262	\$53,166	\$56,120	\$59,077
19	725 - 749	\$49,622	\$55,827	\$58,926	\$62,026
20	750 - 799	\$52,458	\$59,014	\$62,293	\$65,572
21	800 - 849	\$56,314	\$63,351	\$66,873	\$70,394

PROGRESSIONS/GRADES

- 1 TO 8 = 3 MONTHS
- 9 TO 14 = 6 MONTHS
- 15 TO 21 = 12 MONTHS



Effective **April 1, 2007** (includes 3% **increase across-the-board**)

GRADE	POINT RANGE	MIN	STEP 2	STEP 3	MAX
1	275 - 299	\$24,337	\$27,382	\$28,900	\$30,422
2	300 - 324	\$25,312	\$28,474	\$30,057	\$31,641
3	325 - 349	\$26,287	\$29,570	\$31,213	\$32,857
4	350 - 374	\$27,259	\$30,668	\$32,371	\$34,074
5	375 - 399	\$28,233	\$31,763	\$33,528	\$35,293
6	400 - 424	\$29,208	\$32,857	\$34,685	\$36,506
7	425 - 449	\$30,422	\$34,227	\$36,128	\$38,027
8	450 - 474	\$31,641	\$35,594	\$37,572	\$39,549
9	475 - 499	\$32,858	\$36,966	\$39,018	\$41,073
10	500 - 524	\$34,074	\$38,334	\$40,466	\$42,592
11	525 - 549	\$35,291	\$39,703	\$41,907	\$44,113
12	550 - 574	\$36,749	\$41,345	\$43,642	\$45,937
13	575 - 599	\$38,209	\$42,987	\$45,376	\$47,762
14	600 - 624	\$39,795	\$44,770	\$47,253	\$49,744
15	625 - 649	\$41,377	\$46,551	\$49,136	\$51,719
16	650 - 674	\$43,811	\$49,284	\$52,023	\$54,763
17	675 - 699	\$46,246	\$52,023	\$54,914	\$57,806
18	700 - 724	\$48,680	\$54,761	\$57,804	\$60,849
19	725 - 749	\$51,111	\$57,502	\$60,694	\$63,887
20	750 - 799	\$54,032	\$60,784	\$64,162	\$67,539
21	800 - 849	\$58,003	\$65,252	\$68,879	\$72,506

PROGRESSIONS/ GRADES

- 1 TO 8 = 3 MONTHS
- 9 TO 14 = 6 MONTHS
- 15 TO 21 = 12 MONTHS

JOB TITLE SORT BY GRADE

<u>GRADE</u>	<u>JOB</u>	<u>DEPARTMENT</u>
04	Mail Clerk	Financial Services
05	Data Entry Operator	Financial Services
05	Mail Dispatcher	Corporate Services
05	Payment Clerk	Financial Services
06	Data Entry Clerk	Financial Services
07	Accounts Payable Support Clerk	Financial Services
07	Recreation Clerk	Community Services
07	Recreation Resource Clerk	Community Services
07	Recreation Secretary	Community Services
08	Accounts Receivable Clerk	Financial Services
08	Administrative Secretary	Dev/Tech. Services
08	Administrative Secretary	Community Services
08	Bindery Operator	Corporate Services
08	Information Clerk	Community Services
08	Information Officer	Dev/Tech Services
08	Meter Reading Clerk	Financial Services
08	Parking Maintenance Attendant	Corporate Services
08	Parks Clerk	Community Services
08	Records Clerk	Dev/Tech. Services
08	Recreation Clerk	Community Services
09	Accounts Payable Clerk	Financial Services
09	Administrative Secretary	Dev/Tech. Services
09	Adults 50+ Services Secretary	Community Services
09	By-Law Enforcement Officer	Corporate Services
09	Enforcement Info Officer	Corporate Services
09	Information Clerk	Community Services
09	Licensing Clerk	Corporate Services
09	Revenue Clerk	Financial Services
09	Sign By-Law Enforcement Officer	Corporate Services
10	Administrative Assistant	CAO's Office
10	Administrative Clerk	Corporate Services
10	Administrative Secretary	Financial Services
10	Administrative Secretary	Community Services
10	Administrative Secretary	Dev/Tech Services
10	Assessment Clerk	Corporate Services
10	GIS Assistant	Corporate Services
10	Information Clerk	Dev/Tech. Services
10	Marketing Program Assistant	Financial Services
10	Recreation Secretary	Community Services
10	Utilities Programs Assistant	Financial Services
10	Vital Statistics Clerk	Corporate Services
11	Accounting Clerk	Financial Services
11	Addressing Analyst	Dev/Tech. Services
11	Administrative Assistant	Community Services

11	Administrative Assistant	Corporate Services
11	Administrative Secretary	Community Services
11	Corp. Archives/Records Technician	Corporate Services
11	Bank Clerk	Financial Services
11	<b>Box</b> Office Sales Administrator	Community Services
11	Data Control Clerk	Financial Services
11	Facility Scheduler/City Hall	Community Services
11	Marketing Representative	Financial Services
11	Office & Financial Coordinator	CAO's Office
11	Parking Administrative Clerk	Community Services
11	Printer	Corporate Services
11	Remittance Processing Clerk	Financial Services
11	Rentals Administrator	Financial Services
11	Revenue Clerk	Financial Services
12	Administrative Assistant	Corporate Services
12	Administrative Assistant	Financial Services
12	Administrative Assistant	Dev/Tech Services
12	Administrative Coordinator	Community Services
12	Business Research Officer	CAO's Office
12	Coordinator of Volunteers	Community Services
12	Coordinator, Office Admin	Community Services
12	Downtown Service Administrator	CAO's Office
12	Facility Scheduler	Community Services
12	Licensing Officer	Corporate Services
12	Payroll Clerk	Financial Services
13	Accounting Clerk	Financial Services
13	Administrative Assistant	Corporate Services
13	Billings Clerk	Financial Services
13	Collections Officer	Financial Services
13	Customer Service Rep.	Financial Services
13	Landscape Design Technician	Community Services
13	Resource Centre Administrator	Community Services
13	Zoning Officer	Dev/Tech. Services
14	Asset Optimization Administrator	Financial Services
14	By-Law Enforcement Officer (Night)	Corporate Services
14	Coordinator of Administration	Corporate Services
14	Corporate Records Analyst	Corporate Services
14	Draftsperson, Utilities	Financial Services
14	Economic Devt Technical Analyst	CAO's Office
14	GIS Technician	Corporate Services
14	Information Technologist	Dev/Tech Services
14	Licensing Inspector/Clerk	Corporate Services
14	Parking/Electronic Technician	Corporate Services
14	Pipe Locator/Draftsperson	Financial Services
14	Resource Centre Coordinator	Community Services
14	Seniors Program Coordinator	Community Services
15	<b>Box</b> Office Financial Administrator	Community Services
15	Coord Plygrds/BYLD/Rinks	Community Services
15	Coordinator of Printing Services	Corporate Services
15	Coordinator, Arts & Culture	Community Services
15	Coordinator, Event Operations	Community Services
15	Coordinator, Leisure Programs	Community Services

15	Engineering Graphics Technician	Dev/Tech. Services
15	Graphic Designer	CAO's Office
15	Mktg & Communication Assist. (CSD)	CAO's Office
15	Municipal Building Official I	Dev/Tech. Services
15	Plans Examiner	Dev/Tech. Services
15	Project Coord/Draftsperson	Corporate Services
15	Systems & Admin Assistant	Community Services
15	Traffic Technologist	Dev/Tech. Services
15	Urban Forest Technologist	Community Services
15	Youth Coordinator	Community Services
16	Copy Writer	CAO's Office
16	<b>Design/Construction Technician –</b> Sidewalks	Dev/Tech. Services
16	Economic Development Officer	CAO's Office
16	Engineering Survey Technician	Dev/Tech. Services
16	License Inspector	Corporate Services
16	Mapping Technologist	Dev/Tech. Services
16	Mktg/Communication Associate (ENT)	CAO's Office
16	Piping Locator	Financial Services
16	Public Affairs Officer	CAO's Office
16	Safe City Coordinator	Community Services
16	Special Events Coordinator	Community Services
16	Special Projects Officer	Community Services
16	Traffic & Parking Analyst	Dev/Tech. Services
16	Web Master	Corporate Services
17	Asset Management Technician	Dev/Tech. Services
17	Building Operator	Corporate Services
17	Buyer	Financial Services
17	CLASS System Specialist	Community Services
17	Coordinator of Athletics	Community Services
17	Coordinator, Traffic Planning	Dev/Tech. Services
17	Inclusion Coordinator	Community Services
17	Planning Technician	Dev/Tech. Services
17	Sr. Graphic Designer	CAO's Office
17	System Administrator	Financial Services
17	Traffic Project Coordinator	Dev/Tech. Services
17	Utilities Design Technician	Financial Services
18	Corridor Management Technologist	Dev/Tech. Services
18	<b>Design/Construction Technician - Roads</b>	Dev/Tech. Services
18	Fire Systems Administrator	Dev/Tech. Services
18	Gas Pipeline Inspector	Financial Services
18	GIS Technologist	Corporate Services
18	Municipal Law Enforcement/ Property Standards Officer	Dev/Tech. Services
18	Operations Technologist	Community Services
18	Planner	Dev/Tech. Services
18	Site Dev't Facilitator	Dev/Tech. Services
18	System Administrator	Corporate Services
18	System Administrator	Dev/Tech. Services
19	Accounting Analyst	Financial Services
19	Building/Plumbing Inspector	Dev/Tech. Services
19	Business Dev't Officer	CAO's Office

19	Corrosion Technician	Financial Services
19	Energy/Building Controls Operator	Corporate Services
19	Engineering Technologist	Dev/Tech. Services
19	Facilitator, Emergency Preparedness	Corporate Services
19	Financial Analyst	Financial Services
19	Gas Service Coordinator	Financial Services
19	Gas Service Coordinator	Financial Services
19	Marketing Strategist	Financial Services
19	Municipal Building Official II	Dev/Tech. Services
19	Parks Planner	Community Services
19	System Coordinator	Financial Services
20	Capital Investment Advisor	CAO's Office
20	Construction Projects Manager	Corporate Services
20	Design & Construction Project Manager	Dev/Tech. Services
20	Design & Construction Technologist	Dev/Tech. Services
20	Environmental Planner	Dev/Tech. Services
20	GIS Application Specialist	Corporate Services
20	Heritage Planner	Dev/Tech. Services
20	Landscape Architect	Community Services
20	Municipal Building Official III	Dev/Tech Services
20	Planner-Devt Review	Dev/Tech. Services
20	Senior Business Devt Officer	CAO's Office
20	Senior Financial Analyst	Financial Services
20	Senior Planner	Dev/Tech. Services
20	Urban Investment Advisor	CAO's Office

APPENDIX "B" EMPLOYEE BENEFIT PROGRAM

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

The following summarizes the important features of your group program, and is prepared as information only, and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits are described in the Group Benefits Contract held by the City of Kitchener, a copy of which has been provided to the Union.

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 is 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 (EHC)

Single/Family Deductible - \$10 per benefit year.

100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical Services: Maximum amounts allowed subject to the EHC Plan deductible and percentage reimbursement shown above.

**Drugs – Formulary 2**

Clinical Psychologist:

First visit - up to \$35.

Subsequent visits up to \$20 per hour

Maximum amount allowable - \$200/ person/benefit year

**Effective April 1, 2006:**

\*\* First visit – up to \$50.

Subsequent visits up to \$30 per hour.

Maximum amount allowable - \$300/ person/benefit year

**Chiropractic**

\*

**Effective June 1, 2005, \$15.00 per visit benefit year.**

**to a maximum of twenty (20) visits per**

Registered Masseur:

Up to \$15.00 per visit to a maximum of

twelve (12) visits per benefit year

\*\*

**Effective June 1, 2005, up to \$16.00 per per benefit year.**

visit to a maximum of twelve (12) visits

\*

**Effective April 1, 2006 up to \$17.00 visits per benefit year**

**per visit to a maximum of twelve (12)**

\*

**Effective April 1, 2007 up to \$18.00 per per benefit year.**

**visit to a maximum of twelve (12) visits**

Speech Pathologist:

Maximum amount allowable - \$200/benefit year.

Semi-Private Hospital Accommodation:            Deductible -- **Nil**

Hearing Aids:

Deductible-- Nil. 100% reimbursement up to a maximum of \$300 every 24 consecutive months.

\* Effective June 1, 2005, up to a maximum of \$500 every 24 consecutive months.

\* Effective April 1, 2006 up to a maximum of \$750/24 months.

\* Effective April 1, 2007, \$900/24 months

Vision:

Deductible - **Nil**. 100% reimbursement of \$300 every 24 consecutive months.

\*\* Effective June 1, 2005 100% reimbursement of \$325 every 24 consecutive months.

\*\* Effective April 1, 2006 100% reimbursement of \$350 every 24 consecutive months.

\*\* Effective April 1, 2007 100% reimbursement of \$375 every 24 consecutive months.

\* Effective June 1st, 2008 eye examination fees will become an eligible expense that can be applied to the vision benefits referenced above. For further clarification the maximum benefit allowable still applies.

(Note: Smoking Cessation aids are subject to 50% reimbursement up to a lifetime maximum of \$350 per person.)

D) Dental Benefits

Dental Plan #9:

Deductible – Nil - Current ODA Fee Guide. 100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide, with the exception **of** the following:

Rider 2 ~ Dentures:

Maximum - \$500 per person per 60 consecutive months. 50% Co-payment.

\*\* Effective June 1, 2005, \$600/person/60 consecutive months 50% co-payment.

\*\* Effective April 1, 2006 \$650/person/60 consecutive months 50% co-payment.

\*\* Effective April 1, 2007 \$700/person/60 consecutive months 50% co-payment.

Rider 3 - Orthodontics: Maximum lifetime - \$2,100 per person. 50% co-payment.

\*\* Effective June 1, 2005 \$2,200 per person lifetime max, 50% co-payment.

\*\* Effective April 1, 2006 \$2,300 per person lifetime max, 50% co-payment.

\*\* Effective April 1, 2007 \$2,400 per person lifetime max, 50% co-payment.

**Rider 4 - Major Restorative - Caps and Crowns**

\*

**Effective April 1, 2007 \$1500/person lifetime max 50% co-payment**

E) Long Term Disability Plan

- 70% of your monthly Basic Earnings up to a maximum benefit of \$3,000 per month, reduced by any Direct Offsets and Indirect Offsets specified in the Group Policy.

- Waiting period - 6 months of continuous employment.

- Elimination period - 17 weeks accumulated over 12 months.

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.

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) day's 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, subject to Article 24.

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, subject to Article 24.

Subject to the approval of City Council, an employee may elect to have the sick leave credits payable on termination, paid in installments, 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 printout 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 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 I 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. 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.

#### 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.

#### 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 interest of improved service to the public and harmonious relations between the Parties.

## APPENDIX "C"

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

\*\*

1. The normal hours of work are 9:00 a.m. to 5:00 p.m., Monday through Friday.
2. The intent of the modified hours program is to extend the normal operations from the previous 9:00 to 5:00 to 8:30 to 5:00; thereby, increasing the hours of operation from 7 to 7 1/2 hours. In certain circumstances, the 8:30 to 5:00 can be varied in response to public need.
3. The modified hours program will apply to all salaried employees normally working 35 hours per week.
4. Where circumstances warrant, i.e. scheduling difficulties, this program may not be available to all employees.
5. Employees may elect to work a variation of the normal hours upon prior approval of the employee's Supervisor. Two examples of the modified hours would be:  
  
Monday through Friday - 8:30 am to 5:00 pm  
  
Monday through Friday - 8:00 am to 4:30 pm
6. Should the employee be on modified hours schedule(7.5 hours per day), the employee will accrue one half(1/2) hour for each day so worked at straight time. For clarification purposes, the accrual of one half (1/2) hour is premised on the individual working the full 7.5 hours and does not include days during which a portion of the time is attributed to vacation, bereavement, statutory holidays, etc.
7. Time off, sick leave, vacation bereavement, statutory hoidays, etc., will not count as an accumulated day worked.
8. Time off may be taken at a mutually agreeable time determined between the supervisor and the employee.
9. With the Supervisor's consent, up to a maximum of 5 days may be accumulated.
10. 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.
11. Overtime rates shall apply after 7 1/2 hours of work. Overtime hours shall not be used in the accumulation formula.
12. 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.
13. In the case of staff absent on any work day for training programs, such training days may be counted for purposes of accumulating modified time if either the hours of the training session reflect 7.5 hours, or if the combination of the training hours and the time spent by the staff member in association with regular duties equates to 7.5 hours.

14. 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.

15. 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.

Letter of Understanding #1  
Issued: 16 April 1992  
Renewed: 1 November 1999  
Renewed: 1 April 2005

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

Note to #1a) Effective July 1, 1999 to December 31, 2003 age 55\* years is amended to read age 50 years

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.

Effective May 1, 1997 benefits coverage as outlined below will be extended to those employees with a minimum of ten (10) years continuous service 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 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 Workplace Safety and Insurance.
  - b) The Corporation will pay one hundred percent (100%) of the premium 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) Liberty Health Extended Health Care Plan or equivalent (including eye glasses 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 **two (2)** years behind current year).
  - 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) 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**, will have their benefit plans (at the level prescribed in item 4) continue on a non-contributory basis.

DATED AT KITCHENER, This 1st Day of **April**, 2005.

Letter of Understanding #2  
Issued: 30 July 1996  
Renewed: 1 November 1999  
Renewed: 1 April 2005

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.

The Parties agree that effective with the signing of this Letter of Understanding employees in the Parking Section whose work week must be based on a seven (7) day operation. at either thirty-five (35) or forty (40) hours per week, shall adhere to the following understanding regarding Article 14.2 as it relates to payment for work performed on a Specified Holiday.

14.2d) Employees who are scheduled to work on the actual calendar day that the Specified Holiday listed herein falls, shall be paid for all work performed on a regularly scheduled shift at the rate of time and one half (1 ½) plus the normal day's pay for the Holiday.

Employees who perform work that is not scheduled on the actual calendar day that the Specified Holiday listed herein falls, shall be paid for all work performed at the rate of double time (2X) plus the normal day's pay for the Holiday.

Straight time shall be paid to all employees who are scheduled to work on the day that the Specified Holiday is observed by the Corporation, when different from the calendar day.

Regardless of whether an employee qualifies under d) or e) should they select to take a day off with pay at their basic rate of pay in lieu of payment for the Specified Holiday entitlement, i.e. seven (7) or eight (8) hours, the employee may do so at a time mutually agreeable, taking into consideration the type of operation and required scheduling.

When a Specified Holiday (calendar day) occurs on an employee's regular scheduled day off, the employee shall be allowed a day off with pay at his/her basic rate in lieu, or in the case of the two (2) half day entitlements before Christmas and New Year's, three and one half (3 ½) or four (4) hours off with pay at his/her basic rate of pay, at a time mutually agreeable, taking into consideration the type of operation and required scheduling.

DATED AT KITCHENER, This 1<sup>st</sup> Day of April, 2005.

Letter of Understanding #3  
Issued: 1 November 1999  
Renewed: 1 April 2002  
Renewed: 1 April 2005

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION **OF** PUBLIC EMPLOYEES, LOCAL #791

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 791 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 1<sup>st</sup> Day of April, 2005.

Letter of Understanding #4  
Issued: 1 November 1999  
Revised: 1 April 2002  
Revised: 1 April 2005

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION **OF** THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #791

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

**\*\*** During the life of the current Collective Agreement April 1, **2005** – March 31, **2008** prior to the Corporation's Management making a recommendation **to** any Committee of Council (e.g. Finance and Corporate Services) 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.

The Corporation shall make every reasonable effort to provide such information.

DATED AT KITCHENER, This 1st Day of April, 2005

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