

1999 - 2002 COLLECTIVE AGREEMENT

THIS AGREEMENT to be effective

the Seventh Day of February 1999

to and including the Sixth Day of February 2002

BY AND BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #68

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

- 2.1 The Corporation approves and recognizes the Union as the sole Bargaining Agent for all employees of the Corporation covered by this Agreement, save and except Arena Managers and Assistant Managers in the Parks and Recreation Department, Supervisor, persons above the rank of Supervisor, Office Staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation or university term period.

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

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The Union recognizes the right of the Corporation to:
- a) Operate and manage its business in all aspects in accordance with its responsibilities and the rights, powers and functions conferred upon the Corporation by Statute and/or By-Laws of the Corporation.
 - b) To hire, maintain order and to make and alter from time to time, rules and regulations.

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

3.2 The Corporation recognizes that the foregoing Clause 3.1 is subject to such procedures, regulations and/or restrictions governing the exercise of these rights as are expressly provided in this Agreement and subject to the right of the permanent employees concerned to lodge a grievance in the manner and extent herein provided.

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

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

ARTICLE 4: CHECK-OFF AND MEMBERSHIP IN THE UNION

4.1 During the term of this Agreement, there shall be a compulsory check-off of Union Dues upon all permanent and temporary employees of the Corporation to which this Agreement applies.

The amount to be deducted shall be such sum as may from time to time, be assessed by the Union on its members according to its Constitution and By-Laws. The Corporation shall be notified in writing thirty (30) days prior to any required change in deductible assessments.

4.2 ** Such deductions will be made by the **Chief Financial Officer and City Treasurer** from the Payroll 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.

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

4.4 The Corporation agrees to acquaint new permanent and temporary employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 4. New permanent and temporary employees shall be presented with a copy of the Agreement and a letter of introduction to the department Union Steward on commencement of employment.

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

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

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

ARTICLE 5: STRIKES AND LOCKOUTS

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

ARTICLE 6: SENIORITY, LAYOFFS AND RECALL

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

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

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

6.3 ** A full-time employee who is laid off may exercise their bumping rights into any job classification in the Bargaining Unit having a rate of pay the same as theirs or lower, providing they are bumping a full-time employee with less seniority and they presently possess the required skill, qualifications and ability to perform the job **they are bumping into with a one (1) day orientation period.**

* **An employee may bump into a higher job providing they have held such job classification via the job posting process within the last twelve (12) months.**

6.4 A full-time employee who is laid off may displace a temporary or part-time employee provided that the laid off employee accepts all of the terms and conditions of employment applicable to the temporary or part-time position and is presently possessed of the required skill, qualifications and ability to perform the job. A full-time employee's recall rights shall not be affected by the fact they have displaced a temporary or part-time employee.

6.5 The Union shall be notified of all layoffs and recalls.

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

6.7 (6.6) ** Subject to Clause 6.8 - if a permanent employee is absent from work because of layoff or authorized leave of absence, they shall not lose seniority but shall not acquire seniority after the first thirty (30) calendar days of such layoff or authorized leave of absence.

Employees absent from work due to illness or accident, will continue to accumulate seniority until Clause 6.8 (below) applies.

6.8 (6.7) Seniority status once acquired by permanent employees will be lost only for the following reasons:

- a) Voluntary resignation;
- b) Discharge for proper cause not reversed through operation of the Grievance Procedure;
- c) Continuous non-employment, including layoff or any authorized leave of absence, but not including sickness or accident, for a period of time equal to half the length of their seniority at the time of layoff, or for a period of twelve (12) months, whichever is the lesser.
- d) Continuous non-employment by reason of sickness or accident for a period of time equal to the length of their seniority at the time of commencement of absence, or for a period of twenty-four (24) months, whichever is the lesser;
- e) Failure to signify intention to return to work after recall from layoff within three (3) working days following proper notification by the Corporation by Registered Mail sent to the employee at the last address provided by the employee to the Corporation, and failure to return to work after an additional five (5) working days following such notification.

If an employee notifies the Corporation within three (3) working days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority

list and they will retain their position for purposes of future recalls. The employee's name however may be passed over for the current recall and the next in line of seniority may be recalled.

These time limitations may be extended for valid reasons, such as sickness, death in the family, accident, and other legitimate reasons.

NOTE: The intent of this Clause is as follows:

1) The registered notification shall be deemed to be received on the third (3rd) working day after the date of mailing.

2) The laid off employee has three (3) working days following such notification to contact the employer.

3) An employee who has complied with Number 2 above will have a further two (2) working days from the expiry of the time period in Number 2 above to return to duty.

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

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

6.9 (6.8) In the event an employee with at least five (5) years' seniority becomes disabled as certified by a licensed physician, and is unable as a result of such disability to continue in their regular job, such employee will be given preference in the filling of existing vacancies, at the prevailing rates for such vacant jobs, providing the employee has the necessary qualifications and the abilities to perform the essential duties of the vacancy.

6.10 (6.9) An employee transferred or promoted to a position outside of the Bargaining Unit, shall not lose seniority but, shall not acquire seniority during the twelve (12) calendar months immediately succeeding such transfer or promotion.

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

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

ARTICLE 7: JOB POSTINGS

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

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

** b) If an employee qualifies under the provisions of Clause **6.9** and has the necessary skill, and ability to perform the essential duties for a vacancy - that vacancy shall not be posted for open competition. The employee in question shall be appointed to fill such vacancy.

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

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

d) Temporary vacancies, such as those caused by an employee's absence owing to accident, injury, illness, sickness, vacation, leave of absence and temporary transfer, shall not be posted. Temporary vacancies shall be filled in accordance with the seniority of the available employees from within the section in question. Failing this, available employees with the required qualifications within the Bargaining Unit will be considered.

** e) Promotion(s) within a Job Title or through On The Job Training, where a vacancy does not exist, will not be posted. The Corporation's decision is subject to the Grievance Procedure.

The job titles referred to in this Clause are:

Gardener Trainee	Forester Trainee
Gardener II	Forester II
Gardener III	Forester III
Gardener IV	Forester IV
Maintenance I	Cemetery Trainee
Maintenance II	Cemeterian II
Maintenance III	Cemeterian III
Maintenance IV	Cemeterian IV
Maintenance V	Custodian Trainee
Facility Attendant Trainee	Custodian I
Facility Attendant II	Custodian II
Facility Attendant III	Aquatic Facility Operator I
Facility Attendant IV	Aquatic Facility Operator II
	Aquatic Facility Operator III

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

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

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

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

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

7.4 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 proposed wage rate.

Any such change in wage rates shall be negotiated between the Corporation and the Union.

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

ARTICLE 8: CORRESPONDENCE

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

- 8.2 A copy of any correspondence between the employer and a member of the C.U.P.E. Local #68 Bargaining Unit pertaining to the interpretation, administration or application of any part of this Collective Agreement shall be forwarded to the Secretary and President of the Union.

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, and the Secretary of the Local Union, with a copy to the President.

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

ARTICLE 9: UNION REPRESENTATION

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

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

Grievances dealing with discipline may be attended by the grievor.

- 9.3 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, when dealing with the Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: PROBATION OF EMPLOYEES

10.1 All employees shall be on probation until they have been continuously employed by the Corporation of the City of Kitchener for three (3) continuous months or for sixty (60) actual days worked, inclusive of any Specified Holidays, whichever is the greater, and no disputes as to the discharge of any such employees shall be considered under the Grievance Procedure, or otherwise. Temporary help will be dealt with in Article 28.

ARTICLE 11: GRIEVANCE PROCEDURE

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

Step 1

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

Step 2

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

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

The written grievance signed by the aggrieved employee(s) must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated.

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

The Division Manager and/or his or her immediate departmental Director/Manager will also distribute copies of the original grievance and their answer, to the immediate Supervisor concerned.

Failing settlement then Step 3 may be invoked.

Step 3

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

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

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

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

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

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

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

11.3 Failing settlement under the foregoing procedure of any grievance between the Parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to Arbitration, as set forth in Article 12.

If no written request for Arbitration is received within twenty (20) working days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

11.4 Replies to grievances shall be in writing at all stages.

11.5 All agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation and the Union and the employee(s).

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

11.7 Where no answer is given within the time limits specified in the Grievance Procedure, the employee(s) concerned, the Union and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.

11.8 The Corporation will supply the necessary facilities for the Grievance Meeting.

11.9 The time limits fixed in the Grievance Procedure may be extended by mutual consent of the Parties to the Agreement.

ARTICLE 12: ARBITRATION

12.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure, as outlined in Article 11 or 13, and which has not been settled, will be referred to a Board of Arbitration or Single Arbitrator, pursuant to The Labour Relations Act, R.S.O. 1980, at the request of either of the

Parties hereto.

Within five (5) days thereafter each Party shall name an Arbitrator to an Arbitration Board and notify the other Party of the name and address of its Appointee.

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

- 12.2 No person shall be selected as a member of an Arbitration Board who -
- 1) is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the Parties. An Arbitrator shall not be considered as a paid agent;
 - 2) has any pecuniary interest in the matters referred to the Board.
- 12.3 Each of the Parties to this Agreement will bear all the expenses of the Arbitrator appointed by it; and the Parties will jointly bear the expenses, if any, of the Chairperson.
- 12.4 The time limits fixed on Arbitration Procedure may be extended by mutual consent of the Parties to this Agreement.
- 12.5 At any stage of the Grievance or Arbitration Procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 12.6 The decision of the Board of Arbitration, or a majority thereof, shall be binding on both Parties. The Board of Arbitration shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision. Either Party may request the Board of Arbitration to reconvene.

ARTICLE 13: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

- 13.1 ** Notice of the discharge, suspension or demotion shall be forwarded by Registered Mail **no later than five (5) working days after the discharge, suspension or demotion** to the last known address of the employee so discharged, suspended or demoted. **The notice shall state the reason for such discharge, suspension or demotion.** A copy of this correspondence shall be forwarded to the Secretary of the Union with a copy to the C.U.P.E. National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario. N2B 3T2.
- 13.2 A claim by an employee that they have been unjustly discharged, suspended or demoted shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) working days after the discharge, suspension or demotion and the first step of the Grievance Procedure will be omitted in any such case. For the purposes of this Clause, the five (5) working days will begin upon receipt of the registered notice referred to in Clause 13.1 by the Secretary of the Union.
- Such special grievance may be settled under the Grievance and Arbitration Procedures by:
- a) confirming the Corporation's action in dismissing, suspending or demoting an employee; or
 - b) reinstating the employee with full compensation and seniority for the time lost; or
 - c) by any other arrangement which is just, in the opinion of the Parties or the Arbitration Board, if appointed;
 - d) employees of Local #68 shall have the right to see their own personnel file while in the presence of

a member of the Human Resources Division at such time that is convenient to the Corporation and within five (5) working days of the employee's request.

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

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

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

ARTICLE 14: SPECIFIED HOLIDAYS

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

Said Specified Holidays shall be:

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

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

An additional paid Holiday called a Floater Holiday shall be granted upon mutual agreement of an employee and Department Superintendent/Manager or Nominee.

** The following qualifications will apply to the **Floater** Holiday.

1. It must be taken during the calendar year.
2. Failure to take the Floater forfeits all entitlements to the Holiday.
3. It will be on a first request basis.

** 4. The **Floater** Holiday will not apply to permanent or temporary employees with less than six (6) months continuous service.

14.2 In the event such employee is absent from their regular shift before or after such Holiday, and presents a reasonable excuse for such absence, they shall be paid.

14.3 When Specified Holidays occur on Saturday and/or Sunday, those employees whose work week is scheduled on a six (6) or seven (7) consecutive day basis may have their work period rescheduled by the Corporation in a manner mutually agreeable to both Parties. Such shift schedule change will be discussed with the Union prior to implementation.

14.4 Whenever changes occur under Clause 14.3, overtime premiums will be paid for work performed on the actual Specified Holiday and work performed on the substituted lieu days shall be paid on a straight time basis.

14.5 When an employee is receiving overtime premium rate for work on a Specified Holiday there will be no pyramiding of any other premiums. Lead Hands will however, still receive the applicable Lead Hand Premium if so occupied.

- 14.6 This Article dealing with Specified Holidays does not apply to employees who are in receipt of Long Term Disability benefits.

ARTICLE 15: VACATIONS

- 15.1 The qualifying year shall be from June 1st to May 31st.
- 15.2 The following schedule of entitlement shall become effective on June 1, 1992.
- | | |
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| Less than 1 year - | 1 day per completed calendar month of service (max. ten (10) working days) |
| Not less than 1 year -
but less than 3 years | 2 weeks - 4% of gross earnings for
vacation year or 80 hours, whichever is greater |
| Not less than 3 years -
but less than 9 years | 3 weeks - 6% of gross earnings
for vacation year or 120 hours, whichever is greater |
| Not less than 9 years -
but less than 16 years | 4 weeks - 8% of gross earnings
for vacation year or 160 hours, whichever is greater |
| Not less than 16 years -
but less than 25 years | 5 weeks-10% of gross earnings
for vacation year or 200 hours, whichever is greater |
| Not less than 25 years - | 6 weeks-12% of gross earnings
for vacation year or 240 hours, whichever is greater |
- 15.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings, as defined below, for the vacation year for each week of vacation entitlement or at the employee's basic rate of pay as of the end of the vacation year (May 31) plus shift premium if applicable, whichever is the greater.
- Such vacation pay shall be paid at the time the vacation commences, however, such advance vacation pay shall not be made for a vacation period of less than one (1) week; except in the case of an employee whose total vacation entitlement is less than one (1) week's pay.
- For the purpose of clarification of gross earnings, it shall consist of pay for the prior vacation period, pay for Specified Holidays and shift premium in addition to gross hourly wages earned, including overtime.
- 15.4 When the employment of an employee is terminated they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.
- 15.5 Vacations must be taken within the twelve (12) month period following June 1st eligibility date and shall not be accumulated.
- 15.6 A vacation schedule shall be posted by the Department Superintendent/Manager before February in each year, and employees shall arrange with the Department Superintendent/Manager to indicate on the schedule their holiday periods (to be settled by way of seniority). The holiday schedule shall be completed by all employees on or before April 1st in each year.
- 15.7 No employee shall be entitled to take more than two (2) weeks vacation during the period commencing with the Monday closest to the 15th day of June and ending with the first Sunday in September. No Facility Attendants shall be entitled to take more than two (2) weeks vacation during the period commencing with the first Monday in September and ending with the second Sunday in April. Additional time off during said periods may be arranged at the discretion of the Department Superintendent/Manager. The balance of an employee's vacation entitlement shall be arranged with the Department Superintendent/Manager.
- 15.8 Subject to the provisions of this Article, all vacations shall be scheduled by the Corporation having regard to seniority and the work and service required to be done and provided.

- 15.9 Vacation pay advances shall be made by Finance in accordance with the vacation schedule completed by employees in accordance with Section 15.6. Accordingly, any changes made in such schedule thereafter must be provided to the City Finance Department at least three (3) weeks prior to the date the vacation advance is required. All vacation cheques to cover the pay period falling within the vacation period only.
- 15.10 When any of the Specified Holidays listed for payment in this Agreement occurs within an employee's vacation period, such employee shall be granted an extra day's vacation at any time convenient to the Corporation and taking into consideration the employee's request for such time off.
- 15.11 Under special circumstances employees entitled to three (3) or more weeks vacation may be granted the privilege of carrying up to one (1) week's vacation to the next vacation period upon written request to their Department Head with a copy to the Director of Human Resources.
- 15.12 In the event of accident, illness or injury resulting in confinement in a hospital or a recognized medical treatment centre as evidenced by a medical certificate or if an employee qualifies for bereavement in accordance with Article 18, there will be no deductions from vacation credits for the period of said confinement or paid bereavement leave. The period of vacation so displaced shall be taken at a time convenient to the Corporation.
- 15.13 This Article dealing with vacations does not apply to employees who are in receipt of Long Term Disability benefits.

ARTICLE 16: LEAVE OF ABSENCE

- 16.1 Leave of absence will be granted for Union business and may be granted any permanent employee without remuneration to a maximum of three (3) months. During the period of such a leave, no employee may accept employment for wages or salary, except with the Canadian Union of Public Employees, or any labour organization affiliated to The Canadian Labour Congress.
- Should the employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual agreement between employees, the Corporation and the Union.
- 16.2 Not more than two (2) employees shall be granted leave of absence for any period in excess of three (3) months to attend to Union business unless permission is granted by mutual agreement between the Corporation and the Union.
- 16.3 ** **Pregnancy and/or Parental Leave** shall be granted in accordance with the provisions of The Employment Standards Act. **During such leave seniority shall continue to accrue but such periods of leave shall not count towards probationary periods, or periods of progression on a pay scale. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental Leave. All other benefits shall be in compliance with the Employment Standards Act.**

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

ARTICLE 17: JURY DUTY AND ATTENDANCE IN COURT

- 17.1 Employees who are called to and report for jury duty or are a subpoenaed witness in any court, or are requested by the Corporation to act as a witness shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits.
- Upon completion of jury duty or attendance as a witness, such employee shall present to their Department Head a satisfactory certificate showing the period of such service.
- 17.2 ** Such employee will be paid their full salary or wages at straight time based on an eight (8) hour day for the period of such jury duty or attendance as a witness, provided they deposit with the **Chief Financial Officer and City Treasurer** the full amount of compensation received, excluding mileage and

travelling expense, and an official receipt therefore.

ARTICLE 18: BEREAVEMENT LEAVE

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

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

The immediate family of the employee to be as follows:

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

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

The family of the employee to be defined as follows:

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

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

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

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

ARTICLE 19: HOURS OF WORK

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

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

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

As of the date of this Agreement, the operations covered by this Clause are - Parks and Recreation Department activities, which are for recreation, entertainment, instructional purposes, or some other activity required for the Municipality's citizens and which must be performed on Saturdays, Sundays and/or Specified Holidays, to permit citizen participation;

- Custodian/Janitorial Services - Night Sanders, Public Works Department

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

The Union will receive at least seven (7) consecutive calendar days notice of any change, unless an

emergency situation requires a change on short notice of short term projects.

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

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

ARTICLE 20: OVERTIME AND PREMIUM PAY

Overtime

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

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

- 20.2 Time worked in excess of a scheduled work day, the scheduled work week or on a Specified Holiday, shall be overtime.

- 20.3 Overtime rates shall apply for work as follows:

- (a) On a regular work day - time and one-half (1 1/2).
- (b) On the first regularly scheduled day off - time and one-half (1 1/2).
- (c) On the second regularly scheduled day off - double time (2x).
- (d) On a Holiday when the employee was scheduled to work - time and one-half (1 1/2) plus a day off with pay at a time mutually agreeable, taking into consideration the type of operation and required scheduling.
- (e) On a Holiday when the employee was not scheduled to work - double time (2x), plus the normal day's pay for the Holiday.

- 20.4 Employees shall not be required to lay off during regular hours to equalize any overtime worked.

- 20.5 When an employee is receiving overtime premium rates there will be no pyramiding of any other premiums. Lead Hands will however, still receive the applicable Lead Hand Premium if so occupied.

- 20.6 The Corporation agrees that overtime hours shall be distributed equally among employees qualified to do the required work and regularly employed on the particular work involved.

- 20.7 ** Instead of cash payment for overtime, an employee may choose to receive lieu time off at the overtime rate at a time mutually agreeable to the employee and the immediate Supervisor. Effective **June 1, 1999** accrual of hours will not exceed **eighty (80)** hours in any given period.

- 20.8 Call-In, Call-Back, Report and Stand-By

An employee who reports for work at the regular starting time, who has not previously been notified not to report who is laid off for any reason - such as inclement weather, equipment failure or material shortage, will receive pay for a minimum for four (4) hours for the morning; the same to apply under similar circumstances in the afternoon, except that afternoon minimum shall be two (2) hours. To the

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

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

20.9 Stand-By Call

Employees who are authorized employees scheduled for stand-by call shall receive seventy-five dollars (\$75.00) per week, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

** Effective **June 1, 1999**, employees who are authorized employees scheduled for stand-by call shall receive **eighty** dollars (**\$80.00**) per week, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

** Effective **February 7, 2000**, employees who are authorized employees scheduled for stand-by call shall receive **eighty-five** dollars (**\$85.00**) per week, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

** Effective **February 7, 2001**, employees who are authorized employees scheduled for stand-by call shall receive **ninety** dollars (**\$90.00**) per week, as per pay periods and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

For Clarification Purposes Only:

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

20.10 Effective April 1, 1997 employees scheduled for stand-by call for a weekend of two to four (2 - 4) consecutive days shall receive fifteen dollars (\$15.00) per day for such duty and in addition, all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

For Clarification Purposes Only:

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

20.11 Shift Premium and Bonus

There shall be a shift premium paid for afternoon shift and night shift. When the major portion of the shift falls between 3:00 p.m. and 11:00 p.m. a shift premium of sixty-five cents (65¢) per hour will apply. When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium of seventy cents (70¢) per hour will apply.

* **Effective April 7, 2000 when the major portion of the shift falls between 3:00 p.m. and 11:00 p.m. a shift premium of seventy cents (70¢) per hour will apply. When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium of seventy-five cents (75¢) per hour will apply.**

* **Effective April 7, 2001 when the major portion of the shift falls between 3:00 p.m. and 11:00 p.m.**

a shift premium of eighty cents (80¢) per hour will apply. When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium of eighty-five cents (85¢) per hour will apply.

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

Effective February 7, 1993, employees who work on a regularly scheduled Saturday or Sunday, and the majority of their shift falls between 7:00 a.m. and 3:00 p.m. will receive a seventy cent (70¢) per hour premium.

In any event there shall be no pyramiding of premiums.

20.12 Meal Allowance

** Effective **June 1, 1999** an employee **who works two (2) or more hours continuous** with the regular working day shall be eligible for a meal allowance of six dollars and fifty cents (\$6.50). Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

ARTICLE 21: REST PERIODS

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

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

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

22.1 Employees shall not leave their place of work before the regular quitting time at noon, at night, or when engaged on shift work duties.

22.2 Wash-up time will be allowed prior to the termination of each work period, when necessary.

22.3 Time allowance for clothing change shall be subject to the discretion of the Superintendent/Manager and/or the Supervisor in charge of the work assignment.

ARTICLE 23: WAGE RATES

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

23.2 Temporary Job Transfers

Any employee called upon to perform duties in a higher rated category shall be paid not less than the basic rate for that category. Should an employee be transferred to a lower rated job, their rate of pay shall not be changed until two (2) working days following such transfer, unless Clause 23.3 (below) applies.

23.3 Seasonal Job Transfers

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

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

23.4 Employees on probation will receive permanent labour rate after three (3) months of continuous service, and if laid off after completion of such service, if recalled within a period of six (6) months from date of layoff, will receive the permanent labour rate.

23.5 Pay Period

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

ARTICLE 24: SAFETY AND HEALTH

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

24.2 The Union agrees that it will co-operate with the Corporation to the fullest extent in the maintenance of safety appliances and observe all safety practices.

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

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

ARTICLE 25: CLOTHING SUPPLIED BY THE CORPORATION

25.1 All permanent employees will be issued with the following:

Six (6) shirts - three (3) long and/or short sleeves

- three (3) round necked T-shirts;

Two (2) pairs of trousers.

Two (2) pairs of work shorts may be issued on a 50/50 cost shared basis between the employee and the Corporation.

All items will be replaced as per criteria in the Clothing Policy. All apparel shall be maintained in a neat and clean condition by the employees.

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

Sewer Maintenance employees and Fire Wagon Operators will be issued with one (1) set of coveralls to be maintained and cleaned by the Corporation on a weekly basis.

25.3 ** Hydro Parkas or insulated Coveralls will be replaced only at three (3) year intervals (**2001** being the next issue) on a 70/30 cost shared basis between the Corporation and the employee.

** Spring Jackets will be issued at three (3) year intervals to permanent full-time employees (**2000** being the next issue) on a 60/40 cost shared basis between the Corporation and the employee.

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

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

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

- 26.1 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.

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

Temporary employees of the Corporation and their dependents are insured as per the attached Letter of Understanding #4.

ARTICLE 27: BULLETIN BOARDS

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

ARTICLE 28: EMPLOYEES

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

- 28.2 Definition of Temporary Employees

Notwithstanding the above and any other terms and conditions of this Agreement, the Corporation shall be entitled to hire temporary help. Temporary help shall mean any employee filling a position ordinarily held by a full time permanent employee with the exception that they shall work no longer than ten (10) consecutive months in any one work period.

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

ARTICLE 29: EMPLOYEE CALL-IN AND MEDICAL EXAMINATION

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

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

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

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

providing such certificate is satisfactory to the Corporation.

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

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

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

ARTICLE 30: TRANSPORTATION

- 30.1 Transportation shall be supplied for all employees transferred from one job site to another within the working day.

- 30.2 During cold and inclement weather, all employees being transported in trucks of the Corporation shall be under cover from the elements.

ARTICLE 31: JOB SECURITY

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

ARTICLE 32: COPIES OF AGREEMENT

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

ARTICLE 33: TERMS OF AGREEMENT

- 33.1 ** This Agreement shall become effective as of 12:01 a.m. **February 7, A.D. 1999**, and shall remain in force until midnight, February 6th, A.D. **2002** and thereafter it shall be automatically renewed from year to year unless in any year either Party gives notice in writing to the other Party of its desire to terminate, revise or amend this Agreement, such notice to be given not earlier than ninety (90) days and not later than thirty (30) days prior to the termination date. However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

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

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

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

DATED AT KITCHENER, ONTARIO, THIS DAY OF A.D. 1999.

THE CORPORATION OF THE CITY OF KITCHENER

Carl Zehr, Mayor

Robert W. Pritchard, City Clerk

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #68

Gordon Walsh, President

Ed Lake, Bargaining Committee Member

Darren Merchant, Bargaining Committee Member

Daniel Dychuck, Bargaining Committee Member

Chrys Greenwood, Bargaining Committee Member

Mark Charboneau, National Representative

APPENDIX "A"

EMPLOYEE BENEFIT PROGRAM

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

GENERAL

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

- a) Ontario Health Insurance Plan (O.H.I.P.)
- b) Extended Health Care Plan - equivalent to Liberty Health
 - Hearing Aid coverage \$500/3 years, effective March 1, 1993.
 - Eye glass plan coverage \$225 every twenty-four (24) months per family member.
 - Chiropractor coverage
 - Semi private hospital coverage
- c) Group Life Insurance Plan - equivalent approximately to 200% of total annual earnings to the nearest \$500.00.
- d) Dental Plan - equivalent to Liberty Health Plan #9, Current O.D.A. fee schedule.
 - Orthodontics \$1,800 lifetime maximum 50/50 co-insurance.
 - Dental Rider #2 50/50 co-insurance \$500/5 years.
- e) Long Term Disability Insurance Plan (L.T.D.)
 - equivalent to policy with present Insurance Carrier. All permanent employees of the Corporation are insured by the aforementioned Plans (a), (b), (c), (d) and (e).

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

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

SICK LEAVE PLAN

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

Permanent employees of the Corporation from the date of employment are entitled to one and one-half (1 1/2) days = 12 hours Sick Leave Credits for each completed continuous month of service.

An employee whose employment is terminated by death or retirement shall be entitled, on termination, to receive payment for their unused, accumulated Sick Leave Credits accumulated after April 1st, 1953, on the basis of their regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination.

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

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

Subject to the approval of City Council, an employee may elect to have 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.

****WORKPLACE SAFETY AND INSURANCE**

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

EMPLOYEE'S PENSION PLAN

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

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

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

1. Type 1 Supplementary - credited service prior to employer's enrollment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Corporation.

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

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

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

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

APPENDIX "B"

1999 - 2002 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. FEBRUARY 7, 1999

(40 CENT INCREASE ACROSS THE BOARD)

Labourer Temporary	\$13.95
Labourer Permanent...First 3 months.	13.95
Labourer Permanent...Thereafter.	14.89
Labourer Attendant	15.08
Labourer Sewer Maintenance	15.08
Custodian Trainee...First 3 months	13.95
Custodian Trainee...Next 3 months.	14.66
Custodian Trainee...Thereafter	14.77
Custodian I	14.89
Custodian II	15.08
Operator I	15.08
Operator II.	15.25
Operator III	15.43
Operator IV.	15.81
Operator V	16.41
Operator VI.	16.69
Traffic Repairperson I	15.08
Traffic Repairperson II.	15.43
Sign Painter	16.29
Sidewalk Sweeper/Sidewalk Vacuum	15.08
Flagperson	15.08
Fire Wagon Operator.	15.25
Hot Asphalt Raker.	15.25
Oil & Spray Bar Operator	15.25
Graderperson.	15.43
Pipe Layer	15.53
Air Compressor Operator (Sewers)	15.65
Pumping Station Maintainer	15.92
Aquatic Facility Operator I	15.08

Aquatic Facility Operator II	15.53
Aquatic Facility Operator III	15.92
Cemetery Trainee ...First 3 months	13.95
Cemetery Trainee ...Thereafter	14.66
Cemeterian II	15.53
Cemeterian III	15.92
Cemeterian IV	16.47
Facility Attendant Trainee...First 3 months.	13.95
Facility Attendant Trainee...Thereafter.	14.66
Facility Attendant II	15.53
Facility Attendant III	15.92
Facility Attendant IV	16.47
Forester Trainee...First 3 months.	13.95
Forester Trainee...Thereafter.	14.66
Forester II	15.53
Forester III	15.92
Forester IV	16.47
Gardener Trainee...First 3 months.	13.95
Gardener Trainee...Thereafter	14.66
Gardener II	15.53
Gardener III	15.92
Gardener IV	16.47
Maintenance I	15.43
Maintenance II	15.81
Maintenance III	16.68
Maintenance IV	16.92
Maintenance V	19.77
Stockkeeper I...First 3 months	13.75
Stockkeeper I...Next 3 months.	14.45
Stockkeeper I...Thereafter	14.66

Stockkeeper II...First 3 months.	13.95
Stockkeeper II...Next 3 months	14.66
Stockkeeper II...Next 6 months	14.86
Stockkeeper II...Thereafter.	15.25
Stockkeeper III...First 3 months	14.63
Stockkeeper III...Next 3 months.	15.38
Stockkeeper III...Thereafter	16.15
Supplyperson I...First 3 months.	13.95
Supplyperson I...Next 3 months	14.66
Supplyperson I...Thereafter.	14.89
Supplyperson II...First 3 months	14.16
Supplyperson II...Next 3 months.	14.89
Supplyperson II...Thereafter	15.08
Supplyperson III...First 3 months.	14.63
Supplyperson III...Next 3 months	15.38
Supplyperson III...Next 6 months	15.65
Supplyperson III...Thereafter.	16.15
Toolcrib Person.	15.08
Toolcrib Person II	15.43
Toolcrib Clerk	15.65

1999 - 2002 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. FEBRUARY 7, 2000

(40 CENT INCREASE ACROSS THE BOARD)

Labourer Temporary	\$14.35
Labourer Permanent...First 3 months.	14.35
Labourer Permanent...Thereafter.	15.29

Labourer Attendant	15.48
Labourer Sewer Maintenance	15.48
Custodian Trainee...First 3 months	14.35
Custodian Trainee...Next 3 months.	15.06
Custodian Trainee...Thereafter	15.17
Custodian I	15.29
Custodian II	15.48
Operator I	15.48
Operator II.	15.65
Operator III	15.83
Operator IV.	16.21
Operator V	16.81
Operator VI.	17.09
Traffic Repairperson I	15.48
Traffic Repairperson II.	15.83
Sign Painter	16.69
Sidewalk Sweeper/Sidewalk Vacuum	15.48
Flagperson	15.48
Fire Wagon Operator.	15.65
Hot Asphalt Raker.	15.65
Oil & Spray Bar Operator	15.65
Graderperson.	15.83
Pipe Layer	15.93
Air Compressor Operator (Sewers)	16.05
Pumping Station Maintainer	16.32
Aquatic Facility Operator I	15.48
Aquatic Facility Operator II	15.93
Aquatic Facility Operator III.	16.32
Cemetery Trainee ...First 3 months	14.35
Cemetery Trainee ...Thereafter	15.06

Cemeterian II	15.93
Cemeterian III	16.32
Cemeterian IV	16.87
Facility Attendant Trainee...First 3 months.	14.35
Facility Attendant Trainee...Thereafter.	15.06
Facility Attendant II	15.93
Facility Attendant III	16.32
Facility Attendant IV	16.87
Forester Trainee...First 3 months.	14.35
Forester Trainee...Thereafter.	15.06
Forester II	15.93
Forester III	16.32
Forester IV	16.87
Gardener Trainee...First 3 months.	14.35
Gardener Trainee...Thereafter	15.06
Gardener II	15.93
Gardener III	16.32
Gardener IV	16.87
Maintenance I	15.83
Maintenance II	16.21
Maintenance III	17.08
Maintenance IV	17.32
Maintenance V	20.17
Stockkeeper I...First 3 months	14.15
Stockkeeper I...Next 3 months.	14.85
Stockkeeper I...Thereafter	15.06
Stockkeeper II...First 3 months.	14.35
Stockkeeper II...Next 3 months	15.06
Stockkeeper II...Next 6 months	15.26
Stockkeeper II...Thereafter.	15.65

Stockkeeper III...First 3 months	15.03
Stockkeeper III...Next 3 months.	15.78
Stockkeeper III...Thereafter	16.55
Supplyperson I...First 3 months.	14.35
Supplyperson I...Next 3 months	15.06
Supplyperson I...Thereafter.	15.29
Supplyperson II...First 3 months	14.56
Supplyperson II...Next 3 months.	15.29
Supplyperson II...Thereafter	15.48
Supplyperson III...First 3 months.	15.03
Supplyperson III...Next 3 months	15.78
Supplyperson III...Next 6 months	16.05
Supplyperson III...Thereafter.	16.55
Toolcrib Person.	15.48
Toolcrib Person II	15.83
Toolcrib Clerk	16.05

1999 - 2002 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. FEBRUARY 7, 2001

(29 CENT INCREASE ACROSS THE BOARD)

Labourer Temporary	\$14.64
Labourer Permanent...First 3 months.	14.64
Labourer Permanent...Thereafter.	15.58
Labourer Attendant	15.77
Labourer Sewer Maintenance	15.77
Custodian Trainee...First 3 months	14.64
Custodian Trainee...Next 3 months.	15.35
Custodian Trainee...Thereafter	15.46
Custodian I	15.58
Custodian II	15.77

Operator I	15.77
Operator II.	15.94
Operator III	16.12
Operator IV.	16.50
Operator V	17.10
Operator VI.	17.38
Traffic Repairperson I	15.77
Traffic Repairperson II.	16.12
Sign Painter	16.98
Sidewalk Sweeper/Sidewalk Vacuum	15.77
Flagperson	15.77
Fire Wagon Operator.	15.94
Hot Asphalt Raker.	15.94
Oil & Spray Bar Operator	15.94
Gradeperson.	16.12
Pipe Layer	16.22
Air Compressor Operator (Sewers)	16.34
Pumping Station Maintainer	16.61
Aquatic Facility Operator I	15.77
Aquatic Facility Operator I I.	16.22
Aquatic Facility Operator III.	16.61
Cemetery Trainee ...First 3 months	14.64
Cemetery Trainee ...Thereafter	15.35
Cemeterian II.	16.22
Cemeterian III	16.61
Cemeterian IV.	17.16
Facility Attendant Trainee...First 3 months.	14.64
Facility Attendant Trainee...Thereafter.	15.35
Facility Attendant II.	16.22
Facility Attendant III	16.61

Facility Attendant IV	17.16
Forester Trainee...First 3 months.	14.64
Forester Trainee...Thereafter.	15.35
Forester II.	16.22
Forester III	16.61

APPENDIX "B" (CONTINUED)

LEAD HANDS

- ** **Effective June 1, 1999 when an employee is assigned to be a Lead Hand they shall be paid at their regular rate of pay plus a premium of seventy-five cents (75¢) per hour and shall receive such payment while so occupied.**
- * **When the employees being supervised number four (4) or more, the Lead Hand shall be paid his/her own rate of pay plus a premium of ninety cents (90¢) per hour and shall receive such payment while so occupied.**
- * **Effective February 7, 2000 when the employees being supervised number four (4) or more, the Lead Hand shall be paid his/her own rate of pay plus a premium of one dollar (\$1.00) per hour and shall receive such payment while so occupied.**
- * **Effective February 7, 2001 when the employees being supervised number four (4) or more, the Lead Hand shall be paid his/her own rate of pay plus a premium of one dollar and fifteen cents (\$1.15) per hour and shall receive such payment while so occupied.**

PREMIUM FOR AIR COMPRESSOR OPERATOR HELPER

The Corporation has a need for occasional Air Compressor Operator helpers. Such persons shall receive a premium of fifteen cents (15¢) per hour for this job title while so occupied. In no instance however, shall this person's rate exceed the Air Compressor Operator's hourly rate.

PREMIUM FOR CEMENT FINISHING

Maintenance II rate to be paid when cement finishing is being performed.

PREMIUM FOR CONFINED SPACE

An employee assigned by supervision to act as a competent person under the Occupational Health and Safety Act Industrial Regulation 71, 72, 73, 74 and 75 shall be paid twenty-five cents (25¢) per hour whilst so occupied.

- ** **Effective June 1, 1999 an employee assigned by Supervision to act as a competent person under the Occupational Health and Safety Act Industrial Regulation 851, Section 67, 68, 69, 70 and 71, or Construction Projects Regulation 213/91, Section 60, 61, 62 and 63 shall be paid seventy-five (75¢) per hour while such entry is undertaken. Only one (1) competent person shall be defined per confined space entry.**

- * **PREMIUM FOR EXHUMATION**

Effective June 1, 1999 a Cemetery employee who is required to work on an exhumation that is uncontained shall be paid a premium of fifty cents (50¢) per hour while so occupied.

Effective February 7, 2000 a Cemetery employee who is required to work on an exhumation that

is uncontained shall be paid a premium of sixty-five cents (65¢) per hour while so occupied.

Effective February 7, 2001 a Cemetery employee who is required to work on an exhumation that is uncontained shall be paid a premium of seventy-five cents (75¢) per hour while so occupied.

PREMIUM FOR FORESTERS

A Forester shall be paid a premium of thirty-five cents (35¢) per hour when the use of ropes and safety harness whilst tree climbing is required.

PREMIUM FOR WEED CONTROL

An employee assigned by supervision to spray pesticides under Provincial licence shall be paid thirty five cents (35¢) per hour whilst so occupied.

PREMIUM FOR WINGPERSON

A Wingperson shall be paid the Operator I rate while so occupied.

THE FOLLOWING JOB TITLES ARE DEFINED FOR CLASSIFICATION PURPOSES ONLY. EMPLOYEES IN ANY JOB TITLE MAY BE REQUESTED TO PERFORM A VARIETY OF DUTIES OUTSIDE THEIR JOB TITLE AS REQUIRED.

OPERATOR I

- Motorized Golf Course Equipment

- Road Roller (small - under 4 tons)

OPERATOR II

- Truck Driver - Single Axle (includes any attachments requiring "D" licence)

- Road Roller (medium - 4 to 8 tons)

- Front End Loader - Light

- Tractor - Mower - Broom

- Sidewalk Plough

- Dozer (small)

- Sewer Maintenance Operator

- Specialized Forestry Equipment

OPERATOR III

- Truck Driver - Tandem Axle (includes any attachments)

- Front End Loader - Medium

- Road Roller (over 8 tons)

- Self Propelled Hydraulic Gang Mower

- Snow Loader

- Air Compressor Operator

- Flusher Operator
- Yardperson
- Chip Spreader
- Oil Truck Spray Bar Operator
- Watering Truck
- Weed Control Operator

OPERATOR IV

- Streetsweeper Operator

OPERATOR V

- Backhoe - Works
- Heavy Equipment: Dozers, Graders, Scrapers
- Front End Loader - Heavy
- Fuel & Float Operator

OPERATOR VI

- Hydraulic Track Shovel

APPENDIX "C"

*** SELECTION AND DUTIES OF LEAD HAND**

- a) **Where the Supervisor/Manager has determined that the nature of the work requires a Lead Hand, or where an employee is requested to perform the duties of a Lead Hand, the appointment shall be made using the criteria set out in i) to iv) below. In the event that there is more than one (1) qualified employee the appointment shall be made of the senior qualified employee working at the work site. Where the qualified employees in a work unit and their supervisor reach mutual agreement, the Lead Hand assignment will be made by rotation amongst the qualified employees. Employees who are interested in being appointed for a Lead Hand position shall submit such expression of interest in writing to the Operating Manager.**

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

- i) Satisfactory knowledge of the tasks and activities to be performed.**
- ii) Satisfactory knowledge of safety legislation and work procedures.**
- iii) Good communication and leadership skills.**
- iv) Good employment and regular attendance record.**

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

- i) Assign and delegate the carrying out of the work to be performed, with particular emphasis on quality of work and conduct of the crew.**
- ii) Ensure that the work is carried out in a safe and expeditious manner and complies with**

operational standards.

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

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

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

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

vii) Lead Hands shall not discipline. Lead Hands must report to the Supervisor/Manager any instance of conduct or behaviour by subordinates or external users of City facilities where such conduct or behaviour contravenes established rules and regulations or is working or acting in a manner that is unsafe or contrary to good order and discipline. Once the Lead Hand reports the problem to the Supervisor or Manager, the Supervisor or Manager shall be responsible for any further handling of the matter.

viii) Attend appropriate training.

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

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

Letter of Understanding #1

Issued: 25 November 1988

Renewed: 1 April 1996

Revised: 9 September 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

1. Effective February 7, 1985 benefits coverage as outlined below will be extended to those electing early retirement until the retired employee's 65th birthday, subject to the following conditions:

a) The program is extended only to employees voluntarily electing early retirement. This is intended to mean that the employee is 55 years* of age or older at the time of early retirement and is in receipt of one of the following pensions:

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

or;

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

***NOTE to #1a) above:**

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

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

***NOTE to #2 above**

***Effective May 1, 1997, for a five (5) year term, LTD recipients with a minimum of 10 years service with the City of Kitchener be provided with Extended Health Care and Dental coverage until they reach the age of 65 and at no cost to the recipient; and further that the costs and general experience of this voluntary coverage provided by the City be reviewed in five (5) years before consideration is given to renewing the terms of this benefit coverage. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after May 1, 1997.**

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

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

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

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

** d) The benefits coverage terminates in the event of the death of the retiree or the employee on Long Term Disability benefits where death precedes the employee's 65th birthday, **or in the event that LTD payments cease for any other reason.**

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

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

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

** c) Liberty Health Dental Plan #9 or equivalent. **(O.D.A. fee Schedule with a two (2) year lag)**
Group Life Insurance Plan (the benefit as outlined here is not extended to employees in receipt of Long Term Disability benefits) - the amount of insurance to be fixed at a sum equivalent to two times the dollar value of the pension provided through the Corporation (i.e. OMERS, Sun Life) at the time of early retirement. The amount of insurance will be rounded where necessary.

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

6. Employees who have retired between June 20, 1983 and February 6, 1985 and meet the criteria outlined in Item 1, effective February 7, 1985 will have their benefit plans (at the level prescribed in Item 4) continue on a non-contributory basis.

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

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

Letter of Understanding #2

Issued: 21 May 1998

Revised: 9 August 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

Facility Attendant Progression

(revised June 9, 1999)

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

Effective May 1, 1999, the following revised Facility Attendant Classification Progression system will be implemented, which will be applicable to the Golf Courses, Arenas, and the Auditorium.

<u>Position</u>	<u>Hourly Rate Eff. March 1999</u>
• Facility Attendant Trainee	\$13.95
• After three months	\$14.66
• Facility Attendant II	\$15.53
• Facility Attendant III	\$15.92
• Facility Attendant IV	\$16.47

The following conditions will apply to this Progression System:

Trainee

After first three months, employee automatically progresses to \$14.66. After a further three months (total six months probationary period), employee automatically progresses to Level II.

Level II

Employee must successfully complete the following mandatory training during the next twelve months while in Level II.

Training:

- Emergency First Aid and CPR (must pass)
- Basic Refrigeration - Level 1 (must pass) (Arena/Auditorium staff)
- WHMIS Training
- Custodial Training (in-house)
- Turf Symposium (2 days) (Golf Course staff)
- Pesticide License (must have) (Golf Course staff)
- In-House Training, i.e. proper care and operation of fleet equipment, customer service, safety, etc.
- All of the above programs will be offered on City time and are funded 100% by the City.

Level III

To progress from Level II to Level III, the employee must successfully complete all of the requirements for Level II, plus the following or its pre-approved equivalent within twenty-four (24) months after successfully obtaining your Refrigeration "B" Certificate.

NOTE: All qualifying courses must be pre-approved in writing by Management in order to be formally recognized as part of the progression system.

Arenas/Auditorium:

The Refrigeration Operator "B", Legal Awareness & Leadership, and Basic Building Maintenance & Operations Level I courses will be offered on City time and are funded 100% by the City. The renewal each year of the Refrigeration "B" Certificate will be paid by the City while employed as a Facility Attendant. The employee is responsible for forwarding the renewal form to his or her supervisor prior to their due date.

The employee will be responsible to take the Building Systems - Overview course on their own time. The City will refund the cost of the course.

Golf Courses

Enroll in the University of Guelph's correspondence program for the Ontario Diploma of Horticulture, specializing in the Turf Management section and obtain 15 credits to advance.

NOTE: You can enroll in the Turf Managers Short Course, if approved by Management, and obtain 10 credits towards the Diploma of Horticulture.

Level IV

To progress from Level III to Level IV, the employee must successfully meet all of the requirements for the Level III plus the following or its pre-approved equivalent. The City will refund the cost of the course when successfully completed. courses are to be completed on employee's own time.

Arenas: successfully complete all of the following courses

Category I - Management

- | | |
|---|-------------------|
| • Effective Supervision Communications | Community College |
| • Teambuilding & Leadership | Community College |
| • Customer Service & Community Relations | ORFA |
| • Computer Literacy for Windows 95 (Word/Excel) | Community College |

Category II - Building Operations

- Basic Building Maintenance & Operations Level I ORFA
- Advanced Building Maintenance & Operations Level II ORFA

Golf Courses: obtain final 30 credits for the Diploma of Horticulture

NOTE:

- Employees must ensure that all certificate programs are kept current.
- Employees must attend ongoing staff training programs offered within our Department.
- Employees will also be encouraged to enroll in training programs offered by the City (TED Programs).
- Progression will be automatic upon successful completion of the requirements to the next level.
- Temporary employees and/or students filling an 8-hour shift will be paid at the Temporary Labourer rate.
- The specified training for each level noted in this Letter of Understanding may be varied from time to time by Management following consultation with the Union.
- The Kitchener Memorial Auditorium Complex (over 200 hp.) must maintain a minimum of 8 employees with Operator "B" certificates (one operator per shift, 24 hrs. per day, seven days per week while refrigeration equipment is operating). (Operating Engineers Act, revised 1993).

Community Arenas with over 101 hp. must maintain a minimum of 2 employees with Operator "B" certificates, (one operator 8 hrs. per day, seven days per week while refrigeration equipment is operating, total 10 employees).

Therefore when the complement falls below the minimum requirements, replacement positions will be posted requiring Operator "B" certification (Level III) until such time as the core complement is reached.

DATED AT KITCHENER, This 9th Day of August, 1999

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

Letter of Understanding #3

Issued: 2nd June 1998

Renewed: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

The signatures affixed hereto constitute acceptance of the following addendum to the Letter of Understanding dated May 1, 1998 regarding Facility Attendants.

Employees failing to successfully complete the mandatory training during the first twenty-four (24) months as a Facility Attendant II or as a Facility Attendant III, will be required to attend a joint meeting of Union and Management representatives to review the circumstances and develop what action will be taken to correct the situation.

It is understood by the Parties that each situation will be dealt with individually on its merits, and one decision will not prejudice another, nor will any decision prejudice the Letter of Understanding dated May 1, 1998.

DATED AT KITCHENER, This 31st Day of May, 1999

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

FOR THE CORPORATION

_____	_____
_____	_____
_____	_____

Letter of Understanding #4

Issued: 12 January 1989

Renewed: 1 April 1996

Renewed: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

1. Effective July 1, 1988 temporary and part-time employees of C.U.P.E. Local #68 are eligible for benefits coverage in accordance with Council's resolution approved on March 23, 1988.
2. The benefits to be extended include the following:
 - a) Ontario Health Insurance Plan (OHIP)
 - b) Liberty Health Extended Health Care Plan or equivalent
 - c) Liberty Health Dental Plan #9 or equivalent
 - d) Group Life Insurance

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

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

DATED AT KITCHENER, This 31st Day of May, 1999
FOR C.U.P.E. LOCAL #68 FOR THE CORPORATION

Letter of Understanding #5

Issued: 14 July 1989
Renewed: 1 April 1996
Renewed: 31 May 1999

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF KITCHENER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

- a) The Corporation will institute the revised safety footwear policy (copy attached) effective November 1, 1989.
- b) Future amendments to the safety footwear policy will only be made after discussion with representatives from the Union.

DATED AT KITCHENER, This 31st Day of May, 1999.

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

FOR THE CORPORATION

THE SAFETY FOOTWEAR POLICY

C.U.P.E. LOCAL #68

REVISED NOVEMBER 1, 1989

1. The Corporation will issue a standing purchase order to a supplier or suppliers of safety footwear.
2. The Corporation will establish and maintain a list of employees and/or job classifications to which this policy applies. The list of Union employees will be modified by mutual agreement between the Corporation and the Union.
3. Each employee covered by this policy will be entitled to receive a "safety footwear authorization" at the following times:
 - i) Every twelve (12) months
 - ii) On commencing a job such that the employee now requires safety footwear, not having previously required it.
 - iii) The employee requires a different form of safety footwear.
 - iv) When the safety footwear is damaged in an "on-the-job" accident or is not longer serviceable as determined by the Manager of Safety or Designate.
4. An authorization will be valid for a period of not more than twelve (12) months.
5. An authorization will be accepted by a supplier or supplier with whom the Corporation has a standing order, as having a value up to that specified on the authorization, when purchasing CSA approved safety footwear.
6. At the time the safety footwear authorization is issued, the value of the authorization shall be such that an employee may purchase a specified pair of safety footwear at no cost to themselves. The Manager of Safety or Designate will determine what type of safety footwear is appropriate for the employee's work. Higher priced footwear may be purchased; however, the additional expense will be borne by the employee.
7. It shall be the responsibility of the employee to ensure that the safety footwear purchased is adequate for the type of work they perform.
8. Employees who cannot be fitted with safety footwear offered by the City's supplier(s) will report same to the Manager of Safety. Alternate arrangements will then be made to have the footwear purchased elsewhere. The employee will purchase the footwear and will then be reimbursed up to the value of the authorization providing the footwear is considered suitable.
9. Employees who lose their footwear will be issued with a replacement authorization; however, the full cost of their footwear purchase will be deducted from their paycheques.
10. Footwear will be purchased on the employee's own time and not during their regular working hours unless prior permission is granted by their Supervisor.
11. Temporary employees, summer students and part-time (seasonal) employees will be issued safety footwear authorizations by the Safety Section only.
12. Temporary employees will be issued with an authorization "as required" consistent with the provisions of Item #3. An amount which is not to exceed 50% of the authorization value will be deducted from one of the employee's paycheques. Should the employee terminate employment with the Corporation within thirty (30) days, they will be required to reimburse the monies the Corporation paid toward their footwear.
13. Part-time (seasonal) employees who work a maximum twenty-four (24) hour week will not be issued an authorization for safety footwear. These employees will be required to purchase suitable safety footwear as directed by the Manager of Safety and will turn in the sales receipt to their Supervisor. If the employee completes six (6) consecutive months of employment after the date of purchase, the user department will reimburse the employee an amount which is not to exceed 50% of an authorization value.

Letter of Understanding #6

Issued: 15 June 1989

Renewed: 1 April 1996

Renewed: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

A.

1. Crews from the Central Shops location are required to be available for snow removal of parking lots at Parks and Recreation facilities. Employees of each crew will be on standby and must be available for contact by telephone by the on-call Supervisor every third week in rotation.

2. Employees on standby when called will normally work 11:30 p.m. to 7:30 a.m. and be paid at straight time for hours worked with appropriate shift bonus.

When employees are required on a weekend, the above also applies, and days off are Monday and Tuesday. If snow removal is not required on a weekend, employees have that time off and work Monday and Tuesday. Should snow removal also be required on an employee's day off (Monday or Tuesday), the overtime provision applies.

3. Standby work crews defined under Item #1 will be paid a weekly standby rate of \$60.00 (February 1989) per week during the period November 15th to April 15th inclusive when on standby.

B.

For purposes of tree emergencies a standby schedule shall be in effect for the Forestry Section on a rotation basis. Employees designated on standby will be paid in accordance with Article 20.8 of the Collective Agreement.

DATED AT KITCHENER, This 31st Day of May, 1999.

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

FOR THE CORPORATION

Letter of Understanding #7

Issued: 12 February 1998

Renewed: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

Effective February 1, 1998, the classifications Maintenance I and Maintenance II at Parks Operations will become a progression system subject to the following conditions. This progression system does not extend to any other operating facility within the City covered by the C.U.P.E. Local #68 Collective Agreement.

To be hired as a Maintenance I at Parks Operations, a person must have:

- A valid DZ Drivers' License
- Proven mechanical and carpentry experience
- Experience with a wide range of tools including power tools
- Ability to assess and solve problems and perform minor repairs
- Ability to keep accurate written records
- Be able to participate in an On Call Maintenance rotation when scheduled by Management and respond to requests within a 30-minute time frame.

Note: The above job posting requirements may be amended from time to time to reflect current job needs.

Once hired, they must successfully complete the following training offered by the Corporation or their agents.

- Sharpes
- Ladder Scaffold
- City Loader Permit
- City Forklift Permit
- City Aerial Device
- Chainsaw Cutter Certification

- Materials Handling Certification

CSA Playground Hazards Seminar or successor & lock-out procedure

Note: the above training list may be amended from time to time to reflect current legislative requirements.

An employee may remain at Maintenance I if they so choose. An employee would automatically progress to Maintenance II once the qualifications outlined below have been completed.

To progress to a Maintenance II, a person must have completed the following classifications:

- Must have a minimum of two (2) years experience as a Maintenance I

- Must successfully complete the Finish Carpentry Course (Conestoga College #40102900) or another course acceptable to the Corporation
 - Must successfully complete the Basic Welding Course (Conestoga College #42712400) or another course acceptable to the Corporation

Note: The Conestoga courses are comprised of approximately 48 hours worth of training to be taken on the employee's own time.

Courses of equal or greater duration and relevance may be considered by Management as equivalents.

An employee may apply for tuition assistance as per Human Resources Policy #11-184.

At Parks Operation, an employee will not earn the Maintenance II rate until they possess all the requirements as outlined above.

Maintenance II positions will be posted on an as needed basis.

Maintenance III positions are posted and are associated with a certified trade.

Maintenance IV and V positions are posted and are indentured trades.

DATED AT KITCHENER, This 31st Day of May, 1999.

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

FOR THE CORPORATION

_____	_____
_____	_____
_____	_____

Letter of Understanding #8

Issued: 22 January 1997

Renewed: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

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

1. Only Full Time day shift employees are eligible for payment for the above holidays.
2. The half days are not transferable.

3. Day shift employees who qualify to be paid for the half day(s) but have to work on the half day(s) (either continuously or through call-in) will be paid an additional time and one half (1 1/2) for all hours worked from 12:00 noon to the end of the half day (maximum four (4) hours).

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

4. Employees who are on shifts other than day shift who work on the half day holiday will receive either:

- a) straight time in the case of regularly scheduled hours
- b) time and one half (1 1/2) in the case of overtime, including call-in.

5. Employees who take the half day(s) before noon as vacation or lieu time will be debited accordingly.

6. To qualify for payment of the above half day(s) the employee must have worked their regular shift on their regular work day preceding such Holiday and the regular work day succeeding such Holiday or has obtained authorized leave of absence for such regular work days. Provided also that a permanent employee works on such Holiday(s) if they are scheduled to do so.

DATED AT KITCHENER This 31st Day of May, 1999.

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

FOR THE CORPORATION

Letter of Understanding #9

Issued: 31 May 1999

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

Aquatic Facility Operator Classification and Progression

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

Effective May 1, 1999 the following position of Aquatic Facility Operator will be implemented within the Aquatics Division of the Parks and Recreation Department.

<u>Position</u>	<u>Hourly Rate</u>
• Aquatic Facility Operator I	\$15.08

- Aquatic Facility Operator II \$15.53
- Aquatic Facility Operator III \$15.92

The following conditions will apply to the Progression System:

Level I

To be hired as an Aquatic Facility Operator I a person must have:

- A valid class G Driver's License
- Good verbal communication skills
- Ability to keep accurate written records
- A minimum of one year's custodial experience in an institutional environment or a certified custodial training course.

The employee must successfully complete the following mandatory training during the first 12 months in order to progress to Level II.

- First Aid and CPR
- WHMIS and SHARPS Training
- Level I Certified Pool Operators Course - introductory level
- Certified Custodial Training

Once the training is successfully achieved the employee progresses to Level II.

Level II

The employee must successfully meet all the requirements for Level I and complete the following mandatory training during the first 12 months at Level II.

- Certified Pool Operators Course Level II
- In-house training as provided by the Corporation or their agents, namely - ladder and scaffold, lockout procedures
- City of Kitchener's Operators Permit

Level III

To progress from Level II to Level III the employee must successfully complete all of the requirements for Level II and must be awarded a position as a Level III. In addition, the employee, within the next 12 months, while in Level III must successfully complete the following:

Level III Certified Pool Operators Course (advanced level)

Basic Building Maintenance and Operations (Level I)

A computer Literacy for Windows course

In-house training as provided by the Corporation or their agents, namely City Ariel Device, supervision and leadership, communication and public relations.

All of the above programs will be offered on City time and are funded 100% by the City, excluding the cost of textbooks and/or manuals.

NOTE:

- Employees must ensure that all certificate programs are kept current.

- Employees must attend ongoing staff training programs offered within the Departments.
- Employees will also be encouraged to enroll in training programs offered by the City of Kitchener (TED) Programs
- The specified training for each level noted in this letter may be amended from time to time to reflect current legislated requirements.

DATED AT KITCHENER, this 31st day of May, 1999

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

