

**2022 – 2025 COLLECTIVE AGREEMENT  
BETWEEN**



**THE CORPORATION OF  
THE CITY OF KITCHENER**

**AND**



**KITCHENER CIVIC EMPLOYEES' UNION,  
LOCAL #68 OF THE  
CANADIAN UNION OF PUBLIC EMPLOYEES  
KITCHENER, ONTARIO**

**JANUARY 1, 2022 – DECEMBER 31, 2025**

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**2022 - 2025 COLLECTIVE AGREEMENT**

**THIS AGREEMENT to be effective  
The First Day of January 2022**

**To and including the Thirty-first Day of December 2025**

**BY AND BETWEEN**

**THE CORPORATION OF THE CITY OF KITCHENER  
(hereinafter referred to as the "Corporation")**

**OF THE FIRST PART**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL #68 - CIVIC EMPLOYEES**

**(hereinafter referred to as the "Union")**

**OF THE SECOND PART**

**ARTICLE 1: PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is to maintain, improve, and foster relations between the Corporation and those of its employees who are represented by the Union, to establish the terms and conditions of employment of such employees, to promptly address grievances, and to establish and effectively utilize procedures for discussion and resolution of matters of mutual concern to the Parties.

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

**ARTICLE 2: RECOGNITION**

- 2.1 The Corporation approves and recognizes the Union as the sole Bargaining Agent for all employees of the Corporation covered by this Agreement, save and except Arena Managers and Assistant Managers in Community Services, Supervisor and Assistant 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) In the event of an emergency where bargaining unit employees are unavailable and the use of non-union personnel is necessary, the Union will be so advised. This does not include the use of non-union personnel for immediate action to protect the safety of staff, the public or corporate assets.

- 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.

The Corporation will discuss with the Union all proposed changes to rules, regulations and work unit specific policies directly and only applicable to employees represented by this collective agreement a minimum of thirty (30) calendar days prior to implementation. Following discussion, a copy of the document(s) will be provided to the President of the Local and to the National Representative. As applicable, employees will be made aware of the changes (by method deemed appropriate to the specific circumstances by the Corporation).

**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 Deputy CAO, Finance and Corporate Services/City Treasurer from the payroll weekly; and shall be forwarded to the National Secretary-Treasurer, The Canadian Union of Public Employees, 1375 St. Laurent Blvd., Ottawa, K1G 0Z7 not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. A copy of the list shall be sent to the Treasurer of C.U.P.E. Local 68.
- 4.3 All employees of the Corporation as outlined in Article 2, shall be eligible for Union Membership.
- 4.4 The Corporation agrees to acquaint new permanent and temporary employees with the fact that a Union Agreement is in effect and with the conditions of employment as set out in Article 4. New permanent and temporary employees will be provided with a copy of the Agreement and a letter of introduction to the department Union Executive on commencement of employment.

A designated Union Executive member in a given work area will be allowed forty (40) minutes following introduction to a new employee(s) to explain working conditions, the collective agreement and the Union's function, within three (3) months of that employee being hired. The forty (40) minutes to be mutually agreed upon by the Union Executive member and the member's supervisor.

The Union will provide the Corporation with a current list of the names of the Union Executives and stewards.

**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 no less than once per month and each permanent employee shall be placed on the list 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 this seniority list will be forwarded to the Recording Secretary of the Union.

A listing of Temporary employees and a listing of Temporary-2 employees showing name, work location, and most recent hire date will be forwarded to the Recording Secretary of the Union no less than once every two months.

Where more than one individual has a common seniority date, the greater seniority shall be determined by **date of hire full time** / 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 recall, they shall be recalled in the reverse order in which they were laid off. Employees who are retained within the division in the event of a layoff must have the necessary skills, qualifications and ability to perform the work required.

6.3 A full-time employee who is laid off may exercise their bumping rights into any job classification in the Bargaining Unit having a rate of pay the same as theirs or lower, providing they are bumping a full-time employee with less seniority and they presently possess the required skill, qualification and ability to perform the job they are bumping into with a three (3) working day orientation period and no training.

An employee may bump into a higher-paid job provided the employee has the essential qualifications for the position into which they wish to bump.

6.4 a) 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.

b) No layoffs of a full-time permanent employee shall occur while temporary full-time employee is employed within the job title.

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

6.6 In the event of a notice of layoff of a permanent full-time employee a meeting will be held with the employee, the Union and Human Resources within five (5) working days of such notice. The purpose of this meeting will be to review the skills and qualifications of the employee who is to be laid off, in conjunction with the job descriptions of any less senior employees into which the employee may wish to pursue exercising their bumping rights.

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

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

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

6.8 Subject to Clause 6.9 - 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 6.9 (below) applies.

6.9 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 lesser. This period of time may be extended by mutual agreement between the parties.

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.

4) 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.

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

6.11 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. **Employees who transfer will pay dues while in the position outside of the bargaining unit.**

When such transfers or promotions are to a temporary supervisory role, the role will not include responsibilities of a disciplinary nature.

Replacement of employees so transferred or promoted shall be done on a temporary basis and at the discretion of management, in consultation with the Union, and based on operational needs.

The parties agree that the employee may elect to return to the bargaining unit or the Employer may elect to return the employee to the bargaining unit at any time with two (2) weeks' notice. If the transferred or promoted employee returns to the Bargaining Unit prior to the expiration of their initial twelve (12) calendar months, they shall be placed in the job classification held immediately prior to the transfer or promotion, except re-appointment as Lead Hand.

**The Employer shall provide the union with official notice of transfer, which shall include the start date and estimated date of return to the bargaining unit.**

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

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

#### **ARTICLE 7: JOB POSTINGS**

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

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

Notwithstanding the above, the Corporation may concurrently advertise any vacancy outside of the Corporation. No outside applicants will be considered for the vacancy until the internal competition has been exhausted.

b) If an employee qualifies under the provisions of Clause 6.10 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, 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, shall not be posted.

The job titles referred to in this Clause are:

Gardener/Horticulturist

Forester/Forester Specialist

Cemetery Service Person/Cemeterian

Sewer Maintainer Assistant/Sewer Maintainer

Facility Attendant (Arenas)/Facility Operator Technician (Arenas)

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

g) Permanent employees covered by the C.U.P.E. Local 68 - Mechanics Unit Collective Agreement shall be allowed to apply for positions covered by the C.U.P.E. Local 68 Civic Employees Collective Agreement but shall only be considered after all Local 68 – permanent full-time and temporary Civic Applicants.

Temporary Civic applicants will be considered after the job posting process has been completed for permanent full time Civic applicants.

h) Job postings will be reviewed by the Union prior to being posted. Upon receipt by the Union of the draft job posting, the Union shall have twenty-four (24) hours to respond to the Employer in regard to any identified errors or omissions in the job posting. If the Employer does not receive a response within the timeline, the Employer shall retain the right to proceed with the posting

- 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, hiring's, layoffs, re-hiring's and terminations of employment for positions covered by this Collective Agreement within five (5) working days from date of occurrence.

The Union will be provided with a monthly report listing members who have retired during the month.

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

- 7.5 a) Employees shall not be permitted to transfer to a new position for a period of six (6) months from the date of the job hire (in the case of a new employee) or the date of transfer to the posted position (in the case of an existing employee). This provision shall be waived upon mutual agreement between the Parties to this Agreement.

**\*\*b)** Permanent full time employees transferred to posted positions shall be paid at the step of the new band that reflects the employees' completion of the qualifications required of that step. It will be the responsibility of the employee to demonstrate that **they have** achieved the criteria.

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

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

d) Following the closing of a job posting, the union will be provided with the names of permanent full time bargaining unit members, temporary employees, and CUPE Local 68 (Mechanics) who submitted applications for the position posted. The list of names will be treated with an appropriate level of confidentiality.

#### **ARTICLE 8: CORRESPONDENCE**

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

- 8.2 All correspondence between the Parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Director, Human Resources or designate for the Corporation and the Secretary of the Union, with copies to the President and the C.U.P.E. National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario, N2B 3T2.
- 8.3 The provisions of this Article shall not apply to the dues deductions outlined in Article 4. Copies of correspondence relating to the grievance procedure will be dealt in accordance with 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 Committeeperson will inform the aggrieved employee's Immediate Supervisor when their investigation is completed. The Grievance Committeeperson will also inform their Immediate Supervisor of their return to their regular job.
  - 7) The Corporation shall not be liable for the pay of any member of the Union Executive, or other employee represented by the Union, when involved in preparation for, or attendance at, Arbitration Hearings.

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

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

9.6 This Article shall not apply to Part-Time employees. Temporary employees will be offered Union representation in cases of discipline and/or termination. The Grievance Process is limited to the provisions outlined in Article 28.2.

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

#### **ARTICLE 10: PROBATION OF EMPLOYEES**

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

#### **ARTICLE 11: GRIEVANCE PROCEDURE**

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

##### Step 1

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

##### Step 2

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

If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with the Grievance Committee, shall first seek to settle the dispute at a meeting with the Division Manager and/or **their** 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 **the** 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 the 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 receipt of the written decision under Step 2, the Grievance Committee may submit the written grievance to the Manager, Employee Relations or designate.

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

The Manager, 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 Mediation/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 Mediation/Arbitration, as set forth in Article 12.

If no written request for Mediation/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 Mediation/Arbitration.

- 11.4 Replies to grievances shall be in writing at all stages addressed to the Grievance Chair with a copy to the Union President and a copy to the Recording Secretary of the Union. Copies of replies to Step 3 grievances will be sent to the C.U.P.E. National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario, N2B 3T2.

- 11.5 All agreements reached under the grievance procedure between 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 Mediation/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.
- 11.10 The Parties agree that in the event a grievance is not settled at Step 3 of this Grievance Procedure, before taking the matter to Mediation/Arbitration, the Parties may mutually agree to refer the matter to a Grievance Mediator. The Parties will share the cost of the Grievance Mediator on an equal basis.

**ARTICLE 12: ARBITRATION**

- 12.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure, in accordance with the Collective Agreement, and has not been settled may be referred to a Sole Mediator/Arbitrator at the request of either of the Parties (subject to the time limiting 11.3).

Within five (5) days thereafter the Party invoking Mediation/Arbitration shall submit the names of three (3) Mediators/Arbitrators for consideration. At this time both Parties will attempt to come to an agreement on selecting a Sole Mediator/Arbitrator.

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

- 12.2 No person shall be selected as Sole Mediator/Arbitrator who -
- 1) is acting, or has within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the Parties. An Arbitrator shall not be considered as a paid agent;
  - 2) has any pecuniary interest in the matters referred to Arbitration.

- 12.3 Each of the Parties to this Agreement will equally share the expenses of the Mediator/Arbitrator appointed.

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

- 12.5 At any stage of the grievance or Mediation/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 Mediator/Arbitrator to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 12.6 The decision of the Mediator/Arbitrator shall be binding on both Parties. The Mediator/Arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision. Either Party may request the Mediator/Arbitrator 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 Mediation/ 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 Mediator/Arbitrator, if appointed;
- d) employees of Local #68 shall have the right to see their own personnel file while in the presence of a member of the Human Resources Division at such time that is convenient to the Corporation and within five (5) working days of the employee's request.

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

**\*\*13.4** At meetings where disciplinary matters are discussed or investigations are conducted which may result in discipline, a Union representative will be present at the meeting time designated by the Corporation. The Corporation will endeavor to provide as much advance notice as possible when a Union representative is required.

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

Following being advised that **their** employment is terminated, the terminated employee will be given opportunity to meet with the Union representatives. Following this meeting the employee will be accompanied from the premises by at least one member of management (operational supervisor/manager and/or a human resources representative) and, at the discretion of the Union, at least one Union representative.

**ARTICLE 14: SPECIFIED HOLIDAYS**

14.1 All permanent and temporary employees covered by this agreement are entitled to twelve (12) 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, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

Half (1/2) day and half Christmas Eve (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 the halfway point of the employee's shift, and will apply to employees working day shift only. See Appendix D.

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

The following qualifications will apply to the Floater Holiday.

1) It must be taken during the calendar year and may be used in two (2) four hour blocks with such approval subject to operational requirements.

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 explanation to the Corporation 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 Stat days earned as a result of working a specified holiday during the period from Christmas Day of one year to November 30 of the following year shall be taken in the same time period. If the stat days are not taken, the time will be paid out immediately following November 30.

14.5 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 stat days shall be paid on a straight time basis.

14.6 When an employee is receiving overtime premium rate for work on a Specified Holiday the premium will be applied only to base rates. When shift, wing, lead hand or any other premiums apply, they will not be subject to overtime premium rates.

14.7 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, 2009:
- 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 15 years
    - 4 weeks
    - 8% of gross earnings for vacation year or 160 hours, whichever is greater
  - Not less than 15 years, but less than 23 years
    - 5 weeks
    - 10% of gross earnings for vacation year or 200 hours, whichever is greater
  - Not less than 23 years, but less than 30 years
    - 6 weeks
    - 12% of gross earnings for vacation year or 240 hours, whichever is greater
  - Not less than 30 years
    - 7 weeks
    - 14% of gross earnings for vacation year or 280 hours, whichever is greater
- 15.3 Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings, as defined below, for the vacation year for each week of vacation entitlement or at the employee's basic rate of pay plus shift premium if applicable, whichever is the greater.
- Such vacation pay shall be paid at the time the vacation commences, however, such advance vacation pay shall not be made for a vacation period of less than one (1) week; except in the case of an employee whose total vacation entitlement is less than one (1) week's pay.
- For the purpose of clarification of gross earnings, it shall consist of pay for the prior vacation period, pay for Specified Holidays and shift premium in addition to gross hourly wages earned, including overtime.
- 15.4 When the employment of an employee is terminated they shall be paid a proportionate amount of salary or wage for any unused or accrued vacation credits.
- 15.5 Vacations must be taken within the twelve (12) month period following June 1st eligibility date and shall not be accumulated.
- 15.6 A vacation schedule shall be posted by the Department Manager before February in each year, and employees shall arrange with the Department Manager to indicate on the schedule their holiday periods (to be settled by way of seniority). The holiday schedule shall be completed by all employees on or before April 1st in each year.

- 15.7 Subject to the Corporation being able to meet unit service levels, no employee shall be entitled to take more than three (3) weeks' vacation during the period commencing with the Monday closest to the 15th day of June and ending with the first Sunday in September.

Subject to the Corporation being able to meet unit service levels, no employees holding arena classifications shall be entitled to take more than three (3) weeks' vacation during the period commencing with the first Monday in September and ending with the second Sunday in April. Additional time off during said periods may be arranged at the discretion of the Department Manager. The balance of an employee's vacation entitlement shall be arranged with the Department Manager.

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

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

- 15.10 When any of the Specified Holidays listed for payment in this Agreement occurs within an employee's vacation period, such employee shall be granted an extra day's vacation at any time convenient to the Corporation and taking into consideration the employee's request for such time off.

- 15.11 Under special circumstances employees entitled to three (3) or more weeks' vacation may be granted the privilege of carrying up to one (1) weeks' vacation to the next vacation period upon written request to their department head with a copy to the Director, Human Resources.

- 15.12 In the event of a critical illness or injury resulting in confinement to a hospital or recognized medical treatment center during the employee's vacation period, as evidenced by a medical certificate, and/or should the employee be under active medical care and recovering from such critical illness or injury following treatment in a hospital or recognized medical treatment center, as evidenced by an appropriate medical certificate, there will be no deductions from vacation credits for the period of confinement and/or recovery. The time will be charged to the employee's available accumulated sick leave credits. The period of vacation so displaced shall be rescheduled at the request of the employee and subject to the approval of the Corporation.

In the event an employee qualifies for bereavement in accordance with Article 18, there will be no deductions from vacation credits for the period of the 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) hours day for the period of such jury duty or attendance as a witness, provided they deposit with the Deputy CAO, Finance and Corporate Services/City Treasurer the full amount of compensation received, excluding mileage and travelling expense, and an official receipt therefor.

**ARTICLE 18: BEREAVEMENT LEAVE**

**\*\*18.1** All bereavement leave is to be taken within five (5) calendar days before or after the day of the funeral.

<b>Family Member</b>	<b>Employee</b>	<b>Employee's Partner</b>
Spouse (Partner)	5	N/A
Parent (or anyone who stands in loco parentis)	5	5
Child	5	5
Grandchild	3	3
Sister or Brother	<b>**5</b>	3
Grandparents	3	3
Step-parent	5	5
Son-in-law or Daughter-in-law	1	1
Brother-in-law or Sister-in-law	1	1
Aunt or Uncle	1	1

One (1) day of the applicable bereavement entitlement may be utilized by the employee, within six (6) months following the date of the funeral, to attend a service to celebrate or otherwise honour the life of the deceased. The employee must advise **their** supervisor of **their** intention to utilize a day within five (5) days of the funeral.

The employer retains the right to require evidence of the service. Should the day not be utilized within the six (6) month period for the purpose noted, it is forfeited.

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

One (1) Union appointee member shall be granted time 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 a fourteen (14) consecutive day period. (For the purposes of this clause, the 14 day period commences on a Thursday and ends on a Wednesday).

As of the date of this Agreement, the operations covered by this clause are Infrastructure Services Department and Enterprise Division 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 and operations that must operate on a 7 day basis due to provincially legislated reasons:

- Custodian/Janitorial Services, Night Sanders, Roads Patroller, Infrastructure Services Department

c) Scheduled hours of work for both (a) and (b) above shall be established by the Corporation. Any changes in scheduled hours of work shall be processed through the Director, 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.

e) All shift work within Arena Operations shall be distributed equally on a rotational basis among the classifications required to do the work and to employees qualified to undertake the work.

**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 or was requested to work at least five (5) working days in advance - time and one-half (1 1/2) plus a day off with pay at a time mutually agreeable between the employee and the supervisor, taking into consideration the type of operation and required scheduling.

(e) On a Holiday when the employee was not scheduled to work or was not requested to work at least five (5) working days in advance - 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 a) Overtime hours shall be distributed equally, as far as reasonably possible, among employees qualified to do the required work and regularly employed on the particular work involved.

b) Overtime will first be offered to available qualified permanent full-time employees. However, if a sufficient number of qualified permanent full-time employees and qualified probationary employees cannot be obtained, then the City shall offer the extra work to temporary full-time employees and, failing this to any other employee selected by City.

Where overtime is continuous with the end of the employee's regular working day the full-time employee performing that work for a minimum of four (4) continuous hours will first be asked to complete the work.

If the overtime work is declined by the employee performing that work during the employee's regular work day, it shall be offered to permanent full-time employee(s) in accordance with clause 20.6 a) and 20.6 b) and 20.6 c). Temporary employees may work overtime continuous with their regular working day in cases of exceptional circumstance(s).

Any overtime which is not continuous with the employee's regular work day, shall be offered in accordance with clause 20.8a) and 20.6 (equalization).

The word "available" shall mean available within a reasonable time and distance. For the purpose of overtime distribution, "qualified" shall mean possessing the necessary skill and ability to perform the overtime assignment in a competent manner.

c) The following general rules will apply in respect to the distributing of overtime in accordance with clause 20.6 a):

All overtime is subject to the ability of employees to meet qualifications of the classifications required. Overtime equalization lists will be made available to employees for review by the posting of the list or by contacting their supervisor.

The various operating sections shall distribute overtime opportunities in their sections by classification by the use of an overtime equalization list. This clause shall operate separately from clause 20.9 "Stand-by Call".

For purposes of distribution of overtime, "equalization" shall be defined as starting with the employee who is the next available (based on ascending order of overtime opportunities) and qualified employee who is willing to perform the overtime equalization and then proceeding in the sequence to the next employee until the last employee available is offered the overtime.

Should an employee decline the overtime opportunity it will count as if the employee worked the overtime; the overtime will then be offered to the next eligible employee on the list. Overtime equalization lists will be posted no less than monthly.

d) Overtime shall not apply on regularly scheduled Saturday and Sunday shifts or when employees are scheduled to work Saturdays and Sundays to enable them to complete a full work week or when a change of scheduled shifts is arranged between employees, and is approved by the City, which may necessitate employees working hours in excess of their normal work week.

e) Employees on approved leave of absence of any duration are not considered available for overtime until they return to work or they advise the CCC or, for Divisions other than INS operations direct contact with **their** supervisor, that they will be returning to work on their next scheduled shift and would be available for overtime from the time of contact to the start of their next regular shift except for the following exclusions.

In case of sick or family leave the employee will be available for overtime effective as of midnight the following day. It is the responsibility of the employee to contact the CCC advising they are available for overtime or, for Divisions other than INS operations direct contact with **their** supervisor.

Persons on vacation for one (1) week or more will be considered available for overtime if they have advised their supervisor in writing and in advance of the vacation that they will be available for overtime.

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

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

a) Call-in

If employees are called into work after having completed their regular shift and having gone home, they shall be paid a minimum of two (2) hours pay at the applicable overtime rate. Employees who are called into work will be allowed up to one (1) hour (unpaid) to report for duty from the time they are notified.

Call-ins shall be confined to the work for which the employee is regularly employed and to matters of urgency or emergency that arise following the completion of the employee's regular shift.

b) 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 of 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.

To the extent that it is reasonably practical, employees shall participate in any training opportunities as scheduled by the Corporation.

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

**Effective 30 days after ratification**, authorized employees scheduled for stand-by call shall receive **two hundred and twenty-five dollars (\$225.00) per week; effective January 1, 2023, two hundred and fifty dollars (\$250.00) 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 standby 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.

Employees on stand-by shall perform only those duties for which they are on stand-by and not the duties set out in other job classifications (e.g. Forestry stand-by performs forestry duties; Sewer Blockade crew perform sewer blockades, not Pipe Layer duties, etc.) unless employees who normally perform the work are not readily available.

**\*\*20.10** Employees who are authorized employees scheduled for stand-by call for less than one (1) week shall receive **thirty-eight dollars (\$38.00)** 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 standby 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

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 per hour will apply as follows:

**January 1, 2022: \$1.40/hour**  
**January 1, 2023: \$1.55/hour**  
**January 1, 2024: \$1.70/hour**  
**January 1, 2025: \$1.85/hour**

When the major portion of the shift falls between 11:00 p.m. and 7:00 a.m. a shift premium per hour will apply as follows:

**January 1, 2022: \$1.55/hour**  
**January 1, 2023: \$1.70/hour**  
**January 1, 2024: \$1.85/hour**  
**January 1, 2025: \$2.00/hour**

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

Employees who work on a regularly scheduled Saturday or Sunday, and the majority of their shift falls between 7:00 a.m. and 3:00 p.m. will receive a per hour premium as follows:

**January 1, 2022: \$1.40/hour**  
**January 1, 2023: \$1.55/hour**  
**January 1, 2024: \$1.70/hour**  
**January 1, 2025: \$1.85/hour**

In any event there shall be no pyramiding of premiums.

**\*\*20.12** Meal Allowance

An employee who works two (2) or more hours continuous with the regular working day shall be eligible for a meal allowance of **twelve dollars (\$12.00)**. 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. In the event staff requires use of a washroom where one is not provided on the job site, staff will use the closest available City Facility. The use of such facilities and travel time associated with such use will in no case extend beyond the time authorized for rest periods and eating periods within this contract.
- \*\*21.2** Employees shall be provided with two (2) ten (10) minute rest periods **and** one (1) twenty (20) minute **lunch** period. Employees scheduled for ten (10) minute rest periods shall be scheduled to take one (1) rest period prior to their scheduled lunch period and one (1) rest period after their scheduled lunch period. Employees scheduled for one (1) twenty (20) minute rest period shall be scheduled to take such rest period prior to their scheduled lunch period.

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

- 22.1 Employees shall not leave their place of work before the regular quitting time.
- 22.2 Employees shall be given up to ten (10) minutes at their work location before the conclusion of the work day to wash up. The wash up period may not be used to trigger an overtime premium.
- 22.3 Time allowance for clothing change shall be subject to the discretion of the Manager and/or the Supervisor in charge of the work assignment.

#### **ARTICLE 23: WAGE RATES**

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

23.2 Temporary Job Transfers

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

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

**\*\*23.3** Seasonal Job Transfers

Should any employee, at the request of the Corporation be transferred to a lower rated job title for a period of up to five (5) months, (i.e. winter season), that employee shall continue to receive the higher rate which is applicable to the employee's last permanent job title, **they were** 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 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 endeavor at all times to provide safety appliances in accordance with Provincial Legislation.

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

**\*\*24.3** Effective January 1, **2023**, an annual safety footwear allowance of **two hundred and twenty-five dollars (\$225.00)** and effective **January 1, 2025 two hundred and fifty dollars (\$250.00)** will be available to full-time employees. Access to this allowance will be by voucher provided to the employee by **their** supervisor. Employees may purchase multiple pairs of boots for themselves only, with a single voucher/purchase.

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

**ARTICLE 25: CLOTHING SUPPLIED BY THE CORPORATION**

**\*\*25.1** All permanent employees will select their clothing issue using the Annual Uniform Clothing Order Form. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The **minimum** total points available on an annual basis will be 345 points. One point equals one dollar (\$1.00). Points will be adjusted once annually based on the previous year's percentage clothing cost increase or decrease as determined and communicated by the vendor.

Unused points cannot be carried forward from year to year.

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

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

Employees who post into a job requiring a Uniform Standard that is different from the job they posted out from, will be issued the essential clothing at the discretion of the Corporation on a 50/50 cost-shared basis.

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

The only hats that are to be worn will be those authorized by the operating departments. The parties agree to ensure compliance with OHS and OHSA as it applies to indoor/outdoor head gear. When wearing the uniform, it is understood that the outer layer of clothing that is worn by the employee will always be the City issued clothing. If there is the need for layering of clothing, those layers (such as turtlenecks, additional sweaters) will be worn underneath of the Uniform Standard issue.

Employees hired after April 1 in any year will be supplied with clothing in the amount of 70% of the total annual point value.

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

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

Employees who are issued clothing and/or safety boots whose employment is terminated for any reason prior to the completion of eight (8) weeks of continuous service shall have the cost of the clothing and/or boots deducted from their pay.

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

Sewer Maintenance employees and employees operating the Fire Wagon will be issued coveralls to be maintained and cleaned by the Corporation on a weekly basis.

Aquatics Maintenance employees who request coveralls will be issued coveralls, and said coveralls will be maintained by the employees.

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

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

#### Uniform Standard

Shirt - Any style listed on order form.

Pants long or short.

Standard color determined by Operating Management.

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

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

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

#### **ARTICLE 26: EMPLOYEE BENEFIT PROGRAM – SEE APPENDIX “A”**

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

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

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

Temporary employees of the Corporation and their dependents are insured as per Appendix "F".

#### **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

A temporary full-time employee is one who has been hired by the City to work the regular number of hours - forty (40) per week - as per Clause 19.1, in any department for a specified time period of ten (10) months or less

i) to perform work that is seasonal or of a non-recurring temporary duration;

ii) or to replace employees who are absent due to illness, injury, vacation, or leaves of absence under this agreement, subject to the requirements of Clause 7.1d);

iii) or for a period of up to fifty-two (52) weeks to replace an employee on pregnancy, parental, or adoption leave

1) Temporary employees on the City's payroll shall pay union dues in accordance with Clause 4.1 from their date of hire. The City shall advise the Union of any employee who has received the temporary wage rate within seven (7) calendar days of such payment.

2) A temporary employee who is placed on permanent staff will be placed upon the seniority list in accordance with their term of continuous service with the Corporation from the employee's last starting date.

3) Any temporary employee retained for a period of more than ten (10) months or more than fifty-two (52) weeks in the case of a pregnancy, parental, or adoption leave replacement, shall become a full-time employee, unless an extension to the term of employment has been mutually agreed.

4) The Parties to this Agreement may agree in writing to an extension of the temporary employment period but this must be done at least ten (10) working days prior to the end of the temporary employment period. Each subsequent extension must also be agreed to in writing ten (10) days prior to the end of the period.

5) Temporary employees are not eligible to be considered for full-time posted positions until all full-time permanent employees have been considered and have been found unsuitable.

6) Employees hired for temporary work will not displace full-time permanent employees.

7) Temporary employees shall not be assigned overtime hours in preference to full-time employees, who perform similar duties in the same work area, except as allowed for in Clause 20.6b.

8) Benefits for temporary full-time employees are set out in Appendix "F", attached to and forming part of this Agreement.

9) Temporary full-time employees shall not be regarded as falling within the definition of employee set out in Clause 28.1 and shall only come within the terms of this Agreement as stated therein.

10) Temporary full-time employees are expressly excluded in this Agreement from the following Clauses:

- Article 6 ("Seniority, Layoffs and Recall") in its entirety.

- Article 11 ("Grievance Procedure") only as it pertains to the termination of temporary employment for any reason.

- Article 12 ("Arbitration") only as it pertains to temporary employees; the Union shall not grieve and forward to arbitration any grievances that pertain to the termination of temporary employment for any reason excluding any alleged violations as set out in the Ontario Human Rights Act on condition that the Union sets out in the grievance specifically and in detail, the grounds on which the alleged violation is being made.

- Article 13 ("Discharge, Suspension and Demotion of Any Employee") only as it pertains to discharge for any reason.

- Vacation shall be in accordance with the Employment Standards Act.

- Article 24 ("Safety & Health - Safety Footwear") - Temporary employees will be reimbursed for safety footwear in accordance with the Corporation's Safety Footwear Policy.

- Temporary full-time employees will be issued clothing at the discretion of the Corporation on a 50/50 cost-shared basis in accordance with Article 25.

### 28.3 Part-time Employees

Notwithstanding Clause 28.1 a part-time employee is defined as an employee who is regularly employed for not more than twenty-four (24) hours per week.

### 28.4 Definition of Temporary-2 Employee

A Temporary-2 employee is one who is employed on an as needed basis to work in arenas, cemeteries or custodial. Temporary -2 employees do not have a regular schedule of hours, will, on average, not exceed 24 hours in a week, but can be scheduled up to 40 hours in a week, typically with any daily scheduled hours being similar to permanent full time employees in that particular function. (e.g. 8 hours per shift). A

Temporary -2 employee shall not work more than 3 consecutive 40 hour weeks unless otherwise agreed to between the Union and the Corporation:

Temporary-2 employees shall be utilized:

i) to replace permanent and temporary employees who are absent due to illness, injury, vacation, or short term leaves;

ii) for work of a short term and/or immediate nature.

Temporary-2 employees shall be paid at the Appendix "B" Temporary Labourer rate and shall pay union dues for all hours worked in the temporary capacity.

Employees hired for Temporary -2 work will not displace permanent full time employees.

Temporary-2 employees shall not be assigned overtime hours in preference to full-time employees, who perform similar duties in the same work area except as allowed for in clause 20.6 b).

Shifts made available to Temporary-2 employees, as described in i) and ii) above, are not shifts for which permanent fulltime employees can make claim for overtime purposes. Should there not be Temporary- 2 employees available, such shifts may be made available to permanent full time staff based on the applicable overtime equalization list.

Temporary 2 employees are not eligible to be considered for permanent full-time time posted positions until all full-time permanent employees who have applied have been considered and found unsuitable.

A Temporary 2 employee who successfully secures a permanent full time bargaining unit position will be placed upon the seniority list as of the date of commencement of that permanent full-time appointment.

Temporary- 2 employees shall not be regarded as falling within the definition of employee set out in Clause 28.1 and shall only come within the terms of this Agreement for the purposes of dues check-off and wages.

Temporary-2 employee's vacation will be in accordance with the Employment Standards Act (ESA).

Temporary-2 employees will be required to provide their own safety footwear.

Temporary-2 employees will be required to provide their own work clothing, at their expense, in the approved color.

Except for as amended within this clause, temporary-2 employees shall be recognized as per clause 28.2.

#### **ARTICLE 29: EMPLOYEE CALL-IN AND MEDICAL EXAMINATION**

**\*\*29.1** Employees who are unable to assume their normal duties on any working day, must call the Corporate Contact Centre (CCC) a minimum of one (1) hour prior to the commencement of their regular shift on day shift operations to advise that **they** will not be attending work as scheduled. An employee who calls the CCC must subsequently call their Supervisor during normal working hours.

Divisions other than INS Operations may choose to require employees to contact the Supervisor instead of the CCC. If this is the case those employees will be advised by written memo annually.

It is acknowledged that from time to time an employee may not be able to meet this one (1) hour Notice requirement due to immediate and exceptional circumstances.

A minimum of two (2) 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 no less than the day immediately prior to **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 shall be submitted to the Manager and/or immediate Supervisor by the employee no later than the day of their return to work but prior to the commencement of their regular scheduled shift. The employer shall pay 100% of the cost of any such required medical certificate, providing such certificate sets out the following information:

- Name and address of the physician providing the note
- Date that the employee is seen by the physician
- Date the physician estimates that the employee will return to work
- A clear indication that the employee is unable to perform their duties
- An indication of whether the employee will be able to perform any sort of modified duties during the course of their disability and if yes, their current restrictions
- The signature of the physician providing the note

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: TRANSPORTION**

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 reassign 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 within three (3) months of mutual ratification. The format will include spiral binding. Printing costs shall be shared equally by the parties.

**ARTICLE 33: TERMS OF AGREEMENT**

**\*\*33.1** This Agreement shall become effective as of 12:01 a.m. January 1, **2022**, and shall remain in force until midnight, December 31st, **2025** 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, Human Resources or Designate.

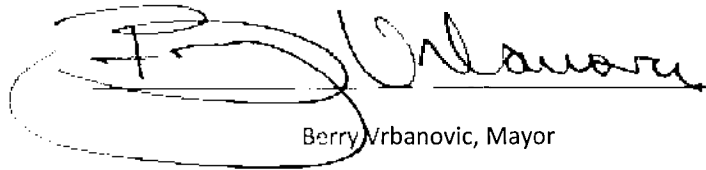
During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached.

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

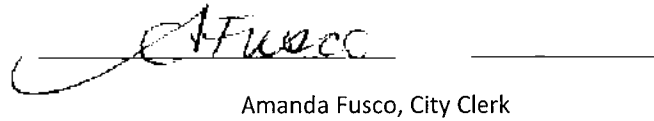
IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals, duly attested by the hands of their proper officers in that behalf respectively.

DATED AT KITCHENER, ONTARIO, THIS 12 DAY OF September 2022

The Corporation of the City of Kitchener

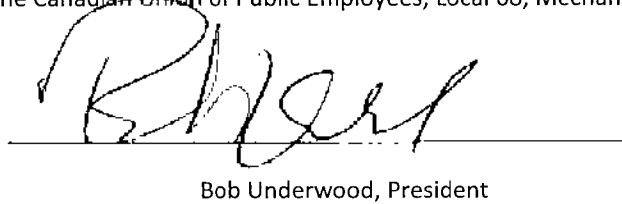


Berry Urbanovic, Mayor

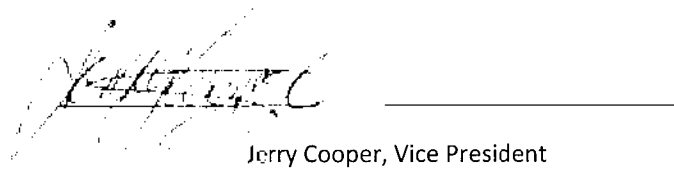


Amanda Fusco, City Clerk

The Canadian Union of Public Employees, Local 68, Mechanics Unit



Bob Underwood, President



Jerry Cooper, Vice President

**\*\*APPENDIX "A"**

**\*\* All benefit changes, unless otherwise noted, are effective the first of the next full month following ratification.**

EMPLOYEE BENEFIT PROGRAM

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

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) Extended Health Care Plan – as provided by Sun Life or equivalent

Hearing Aid coverage: \$1,500/36 months; \$1,500/24 months effective January 1, 2020.

Audiology test paid by the carrier - maximum of \$100.00 every three (3) years.

Vision Care

Vision Care (eyeglasses, contact lenses) to include laser surgery. Coverage allows the option of using all or remaining vision care entitlement for laser surgery.

**\$500 per family member every twenty-four (24) months. Effective January 1, 2025, \$525 per family member every twenty-four (24) months.**

Vision test paid by the carrier maximum \$100 every 24 months, except where a physician requires such test to be conducted in a period more frequent than once every 24 months.

Hospital coverage:

Semi private hospital coverage.

Specialized Lab Tests:

Full Payment of lab tests:

- PSA (for detection of prostate cancer)
- CA 125 (for detection of ovarian cancer)

**\*\*Chiropractor, Registered Masseur, Physiotherapist, Osteopath, Chiropodist, Podiatrist, Acupuncturist, or Naturopath coverage**

**\$1,575 effective as noted above, \$1,600 effective January 1, 2023, \$1,650 effective January 1, 2024, and \$1,700 January 1st, 2025, maximum per covered person in a calendar year for any combination of the**

following practitioner services: registered masseur, physiotherapist, chiropractor, osteopath, chiroprapist, podiatrist, **acupuncturist**, or naturopath. All coverages are from the first dollar.

Psychologist:

Effective April 1, 2019, \$1,000 maximum per covered person in a calendar year with no maximums per visit.

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

c) Dental Plan - equivalent to Sun Life Plan #9, Current O.D.A. fee schedule.

**\*\*Major Restorative** (crowns, caps, bridges): **\$2,000 effective as noted above, and effective January 1, 2025, \$2,500** lifetime maximum per family member on a 50/50 co-insurance.

\*\*Orthodontics

Orthodontics: **\$3,000** lifetime maximum 50/50 co-insurance.

d) **\*\*Long Term Disability Insurance Plan (L.T.D.)** - Equivalent to policy with present insurance carrier 70% of monthly gross earnings to a maximum of **\$4,000 effective January 1, 2023 and \$4,500 effective January 1, 2025.**

All permanent employees of the Corporation are insured by the aforementioned Plans (a), (b), (c), and (d).

Dependents of permanent employees are insured for Plans (a) and (c) only.

SICK LEAVE PLAN

Sick Leave Benefits - as specified in the City's By-Law #2008-106.

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

An employee whose employment is terminated by death or retirement shall be entitled, on termination, to receive payment for their unused, accumulated Sick Leave Credits accumulated after April 1st, 1953, on the basis of their regular salary or wages at termination, to a maximum of one-half (1/2) year's earnings at the rate in effect immediately prior to termination subject to Article 26.

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

Subject to the approval of City Council, an employee may elect to have Sick Leave Credits payable on termination, paid in installments rather than in a lump sum subject to Article 26.

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

**\*\*WORKPLACE SAFETY AND INSURANCE**

Where as a result of injuries received by an employee while in the course of employment with the Corporation, an employee is entitled to receive temporary total disability payments from Workplace Safety and Insurance Board of Ontario, the Corporation shall pay to such employee an amount equal to ninety per cent (90%) of **their** 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 enrolment in O.M.E.R.S. times years of credited service after enrolment 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 enrolment in O.M.E.R.S.
2. Full Type 3 Supplementary - unreduced early retirement for members 55 years of age or older who are permanently partially disabled or employees who commenced employment prior to December 31, 1982, and have thirty (30) years of service with the Corporation.

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

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

The normal retirement date for all employees is the end of the month in which the employee reaches sixty-five (65) years of age. Employees who work beyond the normal retirement age will continue to receive benefits subject to the provisions of the carrier, with the exception of LTD.

EMPLOYEES ARE REQUESTED TO READ THE OMERS BOOKLET FOR DETAILED INFORMATION

**APPENDIX "B"**

**2022- 2025 JOB TITLES AND HOURLY WAGE RATES**

EFFECTIVE AS OF 12:01 A.M. JANUARY 1, 2022

**(2.25% INCREASE ACROSS THE BOARD)**

<b>BAND</b>	<b>TITLE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	Temporary Labourer	<b>23.98</b>			
<b>1</b>		<b>24.53</b>	<b>25.00</b>	<b>25.46</b>	<b>25.96</b>
<b>2</b>		<b>25.11</b>	<b>25.63</b>	<b>26.11</b>	<b>26.60</b>
<b>3</b>	Roads Patroller	<b>25.74</b>	<b>26.24</b>	<b>26.74</b>	<b>27.26</b>
<b>4</b>	Building Maintenance Custodian	<b>26.74</b>	<b>27.29</b>	<b>27.79</b>	<b>28.32</b>
<b>5</b>	Building Maintenance Generalist Facility Attendant (Arenas) Facility Attendant (Community Arenas) Facility Attendant (Golf) Gardener Parks Maintainer Facilities Parks Maintainer Services Parks Maintainer Turf Roads Maintainer Sanitation Sewer Maintainer Assistant Stores Attendant	<b>28.07</b>	<b>28.60</b>	<b>29.15</b>	<b>29.70</b>
<b>6</b>	Cemetery Service Person Chief Operator Facility Operator-Aquatics Facility Operator Technician (Arenas) Horticulturalist Parks Maintainer Downtown Specialist Parks Maintainer Turf Specialist Roads Maintainer Roads Maintainer Gradesperson Sewer Maintainer Traffic Repairperson	<b>29.43</b>	<b>30.00</b>	<b>30.58</b>	<b>31.16</b>

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

<b>7</b>	<b>31.16</b>	<b>31.77</b>	<b>32.39</b>	<b>33.00</b>
	Cemeterian			
	Facility Operator Technician (Golf)			
	Forester			
	Heavy Equipment Operator			
	Sewer Maintainer – Pipe Layer			
<b>8</b>	<b>33.00</b>	<b>33.67</b>	<b>34.30</b>	<b>34.94</b>
	Arborist			
	Building Cabinet Maker			
	Building Carpenter			
	Building HVAC			
	Building Electrician			
	Building Plumber			
	Forester Specialist			
	Sewer Maintainer Pumping Stations			
	Sign & Graphic Technician			

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. JANUARY 1, 2023

**(2.25% INCREASE ACROSS THE BOARD)**

<b>BAND</b>	<b>TITLE</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	Temporary Labourer	<b>24.52</b>			
<b>1</b>		<b>25.08</b>	<b>25.56</b>	<b>26.03</b>	<b>26.55</b>
<b>2</b>		<b>25.68</b>	<b>26.21</b>	<b>26.70</b>	<b>27.19</b>
<b>3</b>	Roads Patroller	<b>26.32</b>	<b>26.83</b>	<b>27.34</b>	<b>27.87</b>
<b>4</b>	Building Maintenance Custodian	<b>27.34</b>	<b>27.90</b>	<b>28.42</b>	<b>28.96</b>
<b>5</b>	Building Maintenance Generalist Facility Attendant (Arenas) Facility Attendant (Community Arenas) Facility Attendant (Golf) Gardener Parks Maintainer Facilities Parks Maintainer Services Parks Maintainer Turf Roads Maintainer Sanitation Sewer Maintainer Assistant Stores Attendant	<b>28.70</b>	<b>29.24</b>	<b>29.81</b>	<b>30.37</b>
<b>6</b>	Cemetery Service Person Chief Operator Facility Operator-Aquatics Facility Operator Technician (Arenas) Horticulturalist Parks Maintainer Downtown Specialist Parks Maintainer Turf Specialist Roads Maintainer Roads Maintainer Gradesperson Sewer Maintainer Traffic Repairperson	<b>30.09</b>	<b>30.68</b>	<b>31.27</b>	<b>31.86</b>

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

<b>7</b>	<b>31.86</b>	<b>32.48</b>	<b>33.12</b>	<b>33.74</b>
	Cemeterian			
	Facility Operator Technician (Golf)			
	Forester			
	Heavy Equipment Operator			
	Sewer Maintainer – Pipe Layer			
<b>8</b>	<b>33.74</b>	<b>34.43</b>	<b>35.07</b>	<b>35.73</b>
	Arborist			
	Building Cabinet Maker			
	Building Carpenter			
	Building HVAC			
	Building Electrician			
	Building Plumber			
	Forester Specialist			
	Sewer Maintainer Pumping Stations			
	Sign & Graphic Technician			

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. JANUARY 1, 2024

**(2.25% INCREASE ACROSS THE BOARD)**

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Temporary Labourer	<b>25.07</b>			
<b>1</b>		<b>25.65</b>	<b>26.14</b>	<b>26.62</b>	<b>27.14</b>
<b>2</b>		<b>26.26</b>	<b>26.80</b>	<b>27.30</b>	<b>27.81</b>
<b>3</b>	Roads Patroller	<b>26.91</b>	<b>27.43</b>	<b>27.96</b>	<b>28.50</b>
<b>4</b>	Building Maintenance Custodian	<b>27.96</b>	<b>28.53</b>	<b>29.06</b>	<b>29.61</b>
<b>5</b>	Building Maintenance Generalist Facility Attendant (Arenas) Facility Attendant (Community Arenas) Facility Attendant (Golf) Gardener Parks Maintainer Facilities Parks Maintainer Services Parks Maintainer Turf Roads Maintainer Sanitation Sewer Maintainer Assistant Stores Attendant	<b>29.35</b>	<b>29.90</b>	<b>30.48</b>	<b>31.05</b>
<b>6</b>	Cemetery Service Person Chief Operator Facility Operator-Aquatics Facility Operator Technician (Arenas) Horticulturalist Parks Maintainer Downtown Specialist Parks Maintainer Turf Specialist Roads Maintainer Roads Maintainer Gradesperson Sewer Maintainer Traffic Repairperson	<b>30.77</b>	<b>31.37</b>	<b>31.97</b>	<b>32.58</b>

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

<b>7</b>	<b>32.58</b>	<b>33.21</b>	<b>33.87</b>	<b>34.50</b>
	Cemeterian			
	Facility Operator Technician (Golf)			
	Forester			
	Heavy Equipment Operator			
	Sewer Maintainer – Pipe Layer			
<b>8</b>	<b>34.50</b>	<b>35.20</b>	<b>35.86</b>	<b>36.53</b>
	Arborist			
	Building Cabinet Maker			
	Building Carpenter			
	Building HVAC			
	Building Electrician			
	Building Plumber			
	Forester Specialist			
	Sewer Maintainer Pumping Stations			
	Sign & Graphic Technician			

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. JANUARY 1, 2025

**(1.00% INCREASE ACROSS THE BOARD)**

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Temporary Labourer	<b>25.32</b>			
<b>1</b>		<b>25.90</b>	<b>26.40</b>	<b>26.89</b>	<b>27.41</b>
<b>2</b>		<b>26.52</b>	<b>27.07</b>	<b>27.58</b>	<b>28.08</b>
<b>3</b>	Roads Patroller	<b>27.18</b>	<b>27.70</b>	<b>28.24</b>	<b>28.79</b>
<b>4</b>	Building Maintenance Custodian	<b>28.24</b>	<b>28.82</b>	<b>29.35</b>	<b>29.91</b>
<b>5</b>	Building Maintenance Generalist Facility Attendant (Arenas) Facility Attendant (Community Arenas) Facility Attendant (Golf) Gardener Parks Maintainer Facilities Parks Maintainer Services Parks Maintainer Turf Roads Maintainer Sanitation Sewer Maintainer Assistant Stores Attendant	<b>29.64</b>	<b>30.20</b>	<b>30.78</b>	<b>31.36</b>
<b>6</b>	Cemetery Service Person Chief Operator Facility Operator-Aquatics Facility Operator Technician (Arenas) Horticulturalist Parks Maintainer Downtown Specialist Parks Maintainer Turf Specialist Roads Maintainer Roads Maintainer Gradesperson Sewer Maintainer Traffic Repairperson	<b>31.08</b>	<b>31.68</b>	<b>32.29</b>	<b>32.91</b>

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

<b>7</b>	<b>32.91</b>	<b>33.54</b>	<b>34.21</b>	<b>34.85</b>
	Cemeterian			
	Facility Operator Technician (Golf)			
	Forester			
	Heavy Equipment Operator			
	Sewer Maintainer – Pipe Layer			
<b>8</b>	<b>34.85</b>	<b>35.55</b>	<b>36.22</b>	<b>36.90</b>
	Arborist			
	Building Cabinet Maker			
	Building Carpenter			
	Building HVAC			
	Building Electrician			
	Building Plumber			
	Forester Specialist			
	Sewer Maintainer Pumping Stations			
	Sign & Graphic Technician			

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

EFFECTIVE AS OF 12:01 A.M. JULY 1, 2025

**(1.25% INCREASE ACROSS THE BOARD)**

<u>BAND</u>	<u>TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
	Temporary Labourer	<b>25.64</b>			
<b>1</b>		<b>26.23</b>	<b>26.73</b>	<b>27.22</b>	<b>27.76</b>
<b>2</b>		<b>26.85</b>	<b>27.41</b>	<b>27.92</b>	<b>28.43</b>
<b>3</b>	Roads Patroller	<b>27.52</b>	<b>28.05</b>	<b>28.59</b>	<b>29.15</b>
<b>4</b>	Building Maintenance Custodian	<b>28.59</b>	<b>29.18</b>	<b>29.72</b>	<b>30.28</b>
<b>5</b>	Building Maintenance Generalist Facility Attendant (Arenas) Facility Attendant (Community Arenas) Facility Attendant (Golf) Gardener Parks Maintainer Facilities Parks Maintainer Services Parks Maintainer Turf Roads Maintainer Sanitation Sewer Maintainer Assistant Stores Attendant	<b>30.01</b>	<b>30.58</b>	<b>31.16</b>	<b>31.75</b>
<b>6</b>	Cemetery Service Person Chief Operator Facility Operator-Aquatics Facility Operator Technician (Arenas) Horticulturalist Parks Maintainer Downtown Specialist Parks Maintainer Turf Specialist Roads Maintainer Roads Maintainer Gradesperson Sewer Maintainer Traffic Repairperson	<b>31.47</b>	<b>32.08</b>	<b>32.69</b>	<b>33.32</b>

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

<b>7</b>	<b>33.32</b>	<b>33.96</b>	<b>34.64</b>	<b>35.29</b>
	Cemeterian			
	Facility Operator Technician (Golf)			
	Forester			
	Heavy Equipment Operator			
	Sewer Maintainer – Pipe Layer			
<b>8</b>	<b>35.29</b>	<b>35.99</b>	<b>36.67</b>	<b>37.36</b>
	Arborist			
	Building Cabinet Maker			
	Building Carpenter			
	Building HVAC			
	Building Electrician			
	Building Plumber			
	Forester Specialist			
	Sewer Maintainer Pumping Stations			
	Sign & Graphic Technician			

**APPENDIX "C"**

**\*\*LEAD HANDS**

When an employee is assigned to be a Lead Hand, they shall be paid at their regular rate of pay plus a premium of **one dollar and fifty cents (\$1.50)** 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 **their own** rate of pay plus a premium of **two dollars and seventy-five cents (\$2.75)** per hour and shall receive such payment while so occupied.

**\*\*SELECTION AND DUTIES OF LEAD HAND**

a) Where the Supervisor/Manager has determined that the nature of the work requires a Lead Hand on either a permanent or temporary basis, or where an employee is requested to perform the duties of a Lead Hand, the assignment shall be made using the criteria set out in i) to vi) below. Employees who are interested in being assigned to a Lead Hand position shall submit such expression of interest in writing to the Operating Manager.

In addition to knowledge of **their own** job a Lead Hand will be expected to have:

- i) Demonstrated competence in tasks and activities to be performed.
- ii) Demonstrated knowledge of safety legislation and work procedures, including an understanding of their duties and responsibilities per the Occupational Health and Safety Act as it relates to worker Health and Safety.
- iii) Proven written and verbal communication
- iv) Demonstrated leadership skills.
- v) Good employment record, and a record of regular attendance.
- vi) Regular participation in training opportunities.

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

- i) Plan and delegate the carrying out of day to day operations, 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 and safety 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 all times.
- iv) Ensure any and all documentation is completed and is appropriately submitted as may be required.

v) Communicate in a professional manner at all times with staff, the public and other agencies concerning the work being performed.

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

vii) Must demonstrate a strong work ethic, as well as a positive attitude that reflects the values of the Corporation.

viii) Lead Hands may be expected to order materials, Traffic Signs, equipment and locates as required to complete their assigned work.

ix) Lead Hands may aid in the scheduling of work and allocation of staff resources in conjunction with their supervisor.

x) Lead Hands may be expected to attend training specifically related to "City Works" and monitor requests and work orders as required for their work area.

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

xii) Successfully complete appropriate training, as determined by Operating Management.

A Lead Hand assignment shall be ended if the above responsibilities and duties are not carried out in a consistent and effective manner, or in the event that it is determined by Operating Management that a Lead Hand is no longer required. For Lead Hand assignments that are seasonal in nature, returning Lead Hands will not be required to submit an expression of interest.

Lead Hands shall not be utilized to perform any supervisory duties outside the jurisdiction of the Collective Agreement or act in a capacity of replacing a supervisor.

In the event there are no qualified permanent employees available the Corporation reserves the right to assign lead hand responsibilities to temporary employees.

**APPENDIX "D"**

Half (1/2) day Christmas Eve and a half (1/2) day New Year's Eve are subject to the following conditions:

1. The above referenced half (1/2) days are only observed when they fall on a weekday (i.e. Monday through Friday).
2. Half day will be defined as commencing at the halfway point of the employee's shift.
3. Half day will apply to employees working day shift only.
4. Only permanent full-time day shift employees are eligible for payment for the above holidays.
5. The half days are not transferable.
6. 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 the halfway point of the employees shift 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).
7. 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.
8. Employees who take the half day(s) before the halfway point as vacation or lieu time will be debited accordingly.
9. 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.

**APPENDIX "E"**

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

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

2. Effective August 26, 2002 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 August 26, 2002.

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 Workplace Safety & Insurance.

b) The Corporation will pay one hundred percent (100%) of the cost of the benefits. 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) Sun Life 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)

b) Sun Life Plan #9 or equivalent. (O.D.A. fee Schedule with a two (2) year lag)

c) Group Life Insurance extended to the recipients of Long Term Disability on a waiver of premium basis - the amount of insurance to be fixed at a sum equivalent to two times the dollar value of the salary in effect on the employee's first day off work. For employees electing early retirement the amount of insurance to be fixed at a sum equivalent to two (2) times the dollar value of the pension provided through the Corporation (i.e. OMERS) 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.

**APPENDIX "F"**

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

2. The benefits to be extended include the following:

- a) SunLife Extended Health Care Plan or equivalent
- b) Sun Life Dental Plan #9 or equivalent
- c) 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.

Letter of Understanding #1  
Issued: 31 May 1999  
Renewed: 25 February 2010  
Renewed: 1 March 2013  
Renewed: 14 October 2016  
Renewed: 10 December 2018  
Renewed: 8 June 2022

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL #68

The Corporation agrees that the following principle in the Region of Waterloo's Ontario Works Business Plan as approved by Regional Council, will be honored within the scope of the C.U.P.E. Local 68 Bargaining Unit.

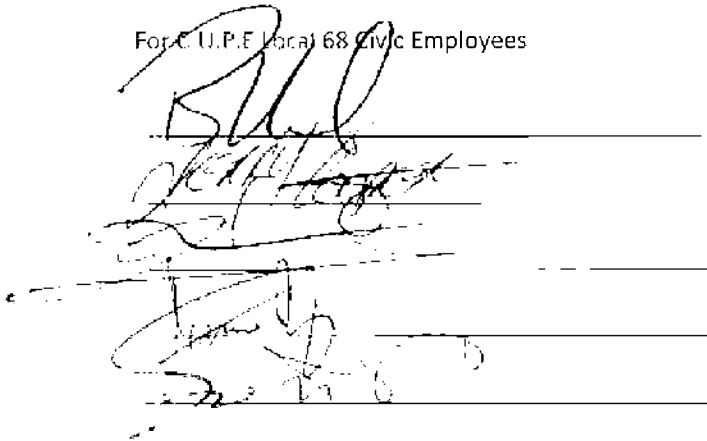
Workfare shall not be a substitute for paid employment or lead to the displacement of paid workers.

Furthermore, the Parties recognize that the Region of Waterloo's Ontario Works Business Plan or its successor or similar plan will not be used to displace or replace any paid work of full-time, part-time employees, or students or volunteers, if any. The Corporation agrees that Ontario Works clients/ placements shall not be placed into any position that is covered in whole or part by Article 2.1 where any position has been vacated by retirement, resignation, promotion, technological or organizational change or layoff.

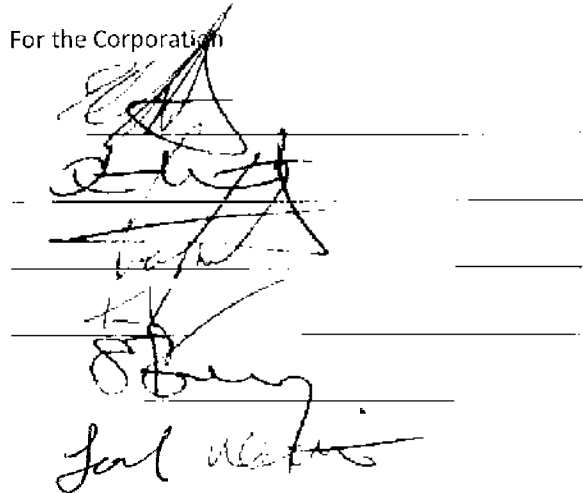
DATED AT KITCHENER, this 12 Day of September 2022

For C.U.P.E. Local 68 Civic Employees

For the Corporation



Handwritten signatures for C.U.P.E. Local 68 Civic Employees on a set of four horizontal lines.



Handwritten signatures for the Corporation on a set of four horizontal lines.

Letter of Understanding #2  
Issued: 25 March 1999  
Revised: 25 February 2010  
Renewed: 1 March, 2013  
Renewed: 14 October 2016  
Renewed: 10 December 2018  
Renewed: 8 June 2022

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

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

Notwithstanding Section 69 of the Labour Relations Act, an employee who is identified as being transferred to a Successor Employer, as set out above, may by giving written notice to the Human Resources Division within ten (10) working days of being notified of such transfer be allowed to exercise their bumping rights in accordance with Article 6.3.

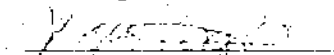
Any employee so electing this option shall be considered to be on layoff, and may then exercise their rights under Article 6.3 but only to the extent that they may displace the least senior employee in the classification they wish to bump into.

Any employee so displaced shall then be allowed to exercise their bumping rights in accordance with Article 6.3.

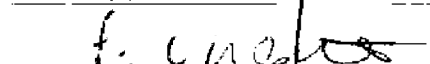

The employee who is finally identified as being laid off by the Corporation will be the employee transferred to the Successor Employer, provided they are qualified to perform the work required of the Successor Employer.

DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E. Local 68 Civic Employees



For the Corporation



**\*\*Letter of Understanding #3**  
Issued: 9 September 1999  
Revised: 7 February 2004  
Revised: 25 February 2010  
Revised: 1 March 2013  
Revised: 14 October 2016  
Revised: 10 December 2018  
Revised: 8 June 2022

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER,

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

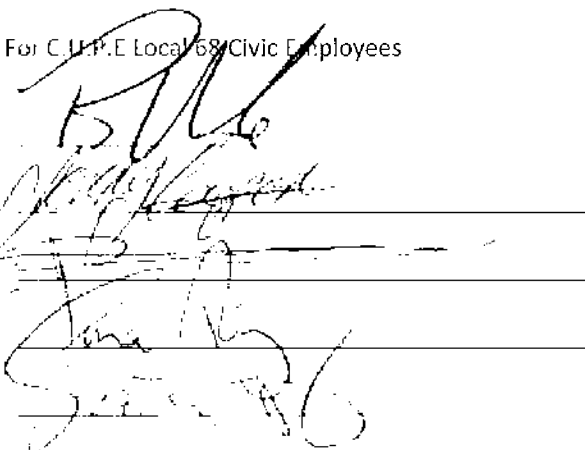
During the life of the current Collective Agreement **January 1, 2022 – December 31, 2025**, prior to the Corporation's Management making a recommendation to any Committee of Council (e.g. Finance and Corporate Services) to Contract Out work that currently is being performed by employees in the Bargaining Unit, the Union shall be advised as soon as possible of the pending recommendation.

In order to afford the Union an opportunity to make a presentation to the relevant Committee or to Council the Union may request a meeting with the Corporation to discuss the details of the work or service to be undertaken or tendered, and request any relevant information required by the Union to evaluate the work to be undertaken or tendered.

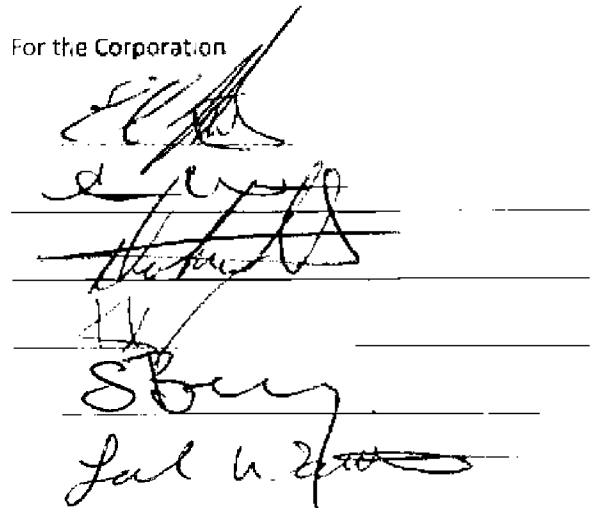
DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E Local 68 Civic Employees

For the Corporation



Handwritten signatures for C.U.P.E Local 68 Civic Employees, including a large signature at the top and several smaller ones below, all written over horizontal lines.



Handwritten signatures for the Corporation, including a large signature at the top and several smaller ones below, all written over horizontal lines.

**\*\*Letter of Understanding #4**  
Issued: 9 September 1999  
Revised: 7 February 2004  
Revised: 25 February 2010  
Revised: 1<sup>st</sup> March 2013  
Revised: 14 October 2016  
Revised: 10 December 2018  
Revised: 8 June 2022

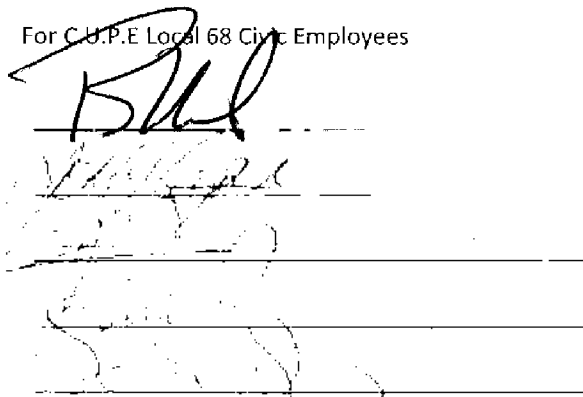
LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER,  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

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

The Corporation will undertake during the life of the **2022-2025** Collective Agreement to provide the Union within sixty (60) days of the mutual ratification of the Collective Agreement the **2021** list of quotes and tenders and at the appropriate time the **2022, 2023** and **2024** list of quotes and tenders. Items that the Union wishes to discuss shall be brought forward to the monthly Labour Management meetings to review.

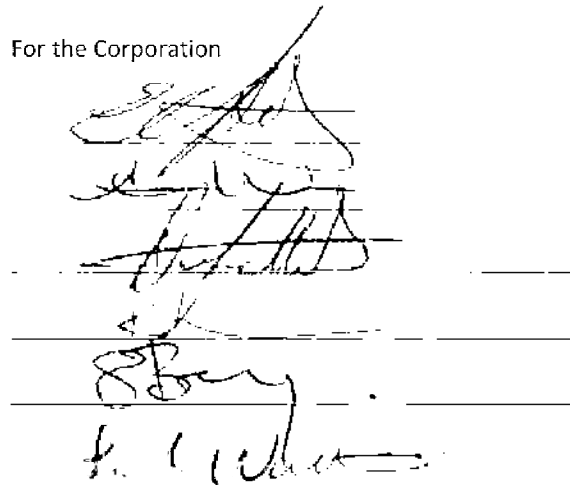
DATED AT KITCHENER, This 12 Day of September 2022

For C.U.P.E Local 68 Civic Employees



Handwritten signatures for C.U.P.E Local 68 Civic Employees on a set of four horizontal lines. The signatures are in black ink and appear to be: 1. A large, stylized signature starting with 'B'. 2. A signature starting with 'V'. 3. A signature starting with 'S'. 4. A signature starting with 'S'.

For the Corporation



Handwritten signatures for the Corporation on a set of four horizontal lines. The signatures are in black ink and appear to be: 1. A signature starting with 'S'. 2. A signature starting with 'S'. 3. A signature starting with 'H'. 4. A signature starting with 'S'. 5. A signature starting with 'S'. 6. A signature starting with 'S'.

**\*\*Letter of Understanding #5**

Issued: 7 February 2004

Renewed: 25 February 2010

Renewed: 1 March 2013

Renewed: 19 October 2016

Revised: 10 December 2018

Revised: 8 June 2022

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF KITCHENER,  
AND

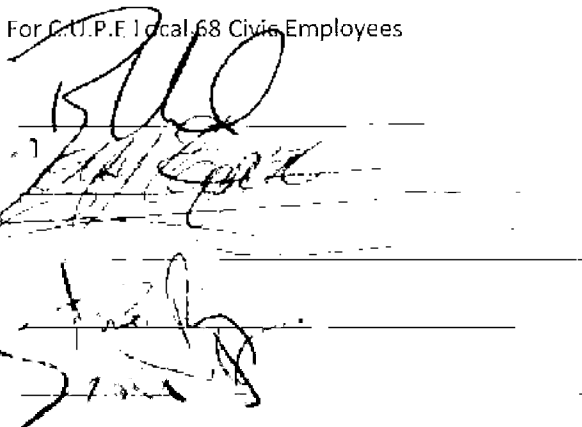
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #68

1. If a permanent full-time employee, who is required by the City to drive their personal vehicle on City business or to operate City vehicles or equipment, has their driver's license suspended, or is otherwise prohibited from operating a vehicle or motorized equipment, they must advise their supervisor in accordance with City Policy.
2. When an employee has their driver's license suspended or a condition placed on their license, and is therefore unable to meet the requirements of their job, they shall be given a leave of absence without pay and benefits, and without accumulation of seniority, subject to Article 6 of the Collective Agreement, if an alternate position cannot be found. Any position vacancy created by this leave may be filled by temporary assignment(s) of other employee(s) or by hiring a temporary employee.
3. Each incident will be reviewed on a case by case basis in consultation with the Union in order to determine if there is an alternate work possibility for the employee.
4. When the employee's license is restored and any conditions removed, the employee shall advise the City and shall be recalled subject to Article 6 to the job they performed at the time of the suspension of their driver's license.
5. An employee who can restore their license, but for any reason chooses not to, will be terminated.
6. Should an employee have **their** driver's license suspended or a condition placed on their license due to a Criminal Code license suspension for a third time (since date of employment) and is therefore unable to meet the requirements of their job, the options set out in this letter will not be available and the City may elect to terminate for cause.

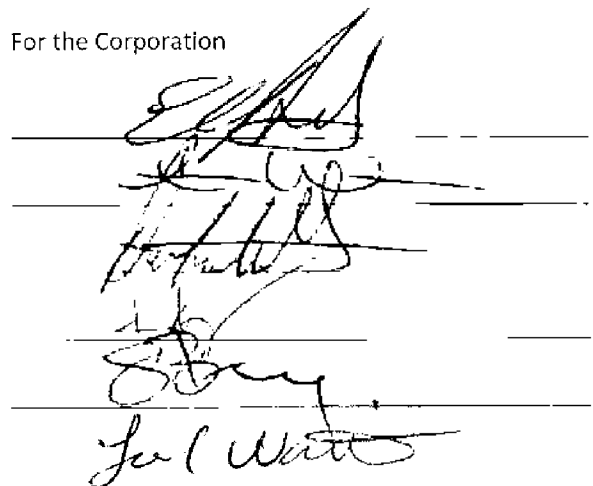
DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E. Local 68 Civic Employees

For the Corporation



Handwritten signatures of C.U.P.E. Local 68 representatives on a set of four horizontal lines.



Handwritten signatures of Corporation representatives on a set of four horizontal lines.

Letter of Understanding #6  
Issued: 9 March 2004  
Renewed: 25 February 2010  
Revised: 1 March 2013  
Revised: 14 October 2016  
Renewed: 10 December 2018  
Renewed: 8 June 2022

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.

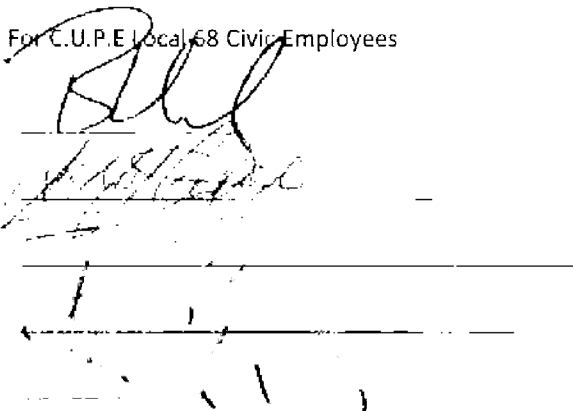
Where an Employee is required to complete an external training course that has been identified as part of the step progression criteria for their current classification in the job ranking system, tuition fees will be in accordance with City of Kitchener Human Resource Policy. Tuition Assistance except that the fees will be either paid directly to the training provider, or reimbursed to the employee immediately following registration, by the Corporation. Should the employee be unsuccessful for any reason in satisfactorily completing the training, subsequent tuition fees for the course will be paid by the employee reimbursed by the Corporation upon successful completion by the employee. Costs associated with examination fees will be reimbursed upon presentation of a passing grade. Should an employee wish to receive reimbursement for course material such as books that are required for the training course, they must present said material (which will be retained by the Corporation), together with proof of purchase, to their Supervisor.

All of the above is subject to pre-approval of an employee's immediate Supervisor.

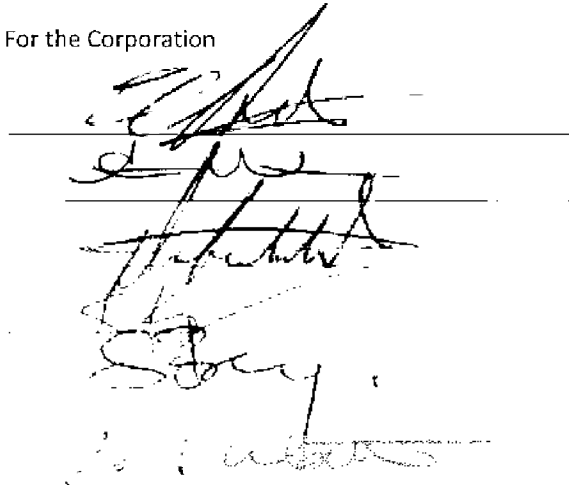
DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E Local 68 Civic Employees

For the Corporation



Handwritten signatures for C.U.P.E Local 68 Civic Employees, including a large signature at the top and several smaller ones below, all written over horizontal lines.



Handwritten signatures for the Corporation, including a large signature at the top and several smaller ones below, all written over horizontal lines.

**\*\*Letter of Understanding #7**

Issued: 7 February 2007

Renewed: 25 February 2010

Renewed: 1 November 2016

Renewed: 10 December 2018

Renewed: 8 June 2022

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

It is the mutual desire of the Parties to assist in the rehabilitation of ill or injured employees and to facilitate their return to meaningful employment and the resumption of an active role in the workplace.

The employee shall at all times be represented by the designated Union representative(s) during any meetings with representative(s) of the City and/or the Workplace Safety and Insurance Board or Long Term Disability carrier.

An employee, who because of illness or injury remains off work due to sick leave, an L.T.D. claim or a W.S.I.A. claim, or participates in a rehabilitation program, shall retain and continue to accumulate seniority in accordance with Article 6.

An employee who has sustained any illness or injury that prevents **them** from performing the essential duties of **their** regular job shall be eligible to participate in this program.

The City and the Union shall jointly review the design of the rehabilitative program based on medical information for an employee who is off work due to illness or injury. Medical restrictions will be determined by the employee's attending physician(s) or examiner(s).

The City and the Union shall determine the wage rate, if not the employee's former wage rate in accordance with any medical restrictions defined by the attending physician(s) or examiner(s).

With the written permission of the employee, the Human Resources Department of the City shall provide to the Union representative designated to assist the employee all medical reports that are relevant to the employee's medical restrictions and that will be required to determine the modified duties program.

The rehabilitative work program must be productive and meaningful to the affected employee and the City, and must suit the medical restrictions. The employee must possess the minimum qualifications of the job. Medical restrictions will be determined by the employee's attending physician(s) or examiner(s).

The employee will not be assigned to any overtime work during the rehabilitative work program unless such overtime work has been cleared by the employee's attending physician(s), examiner(s) and the Union.

Sequence of Return to Work and Rehabilitative Work Program:

The City and the Union shall discuss and jointly determine the suitable placement of an employee in accordance with the following sequence of options:

1. Should an employee be capable of performing the essential duties of their former position, the

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

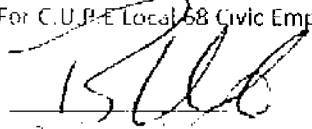
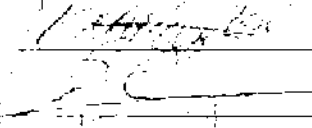
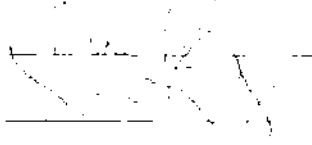
- City shall return the employee to their former position.
2. Should an employee not be capable of returning to their former position, the City and the Union shall jointly determine the suitable placement of the employee who is on sick leave, L.T.D. or W.S.I.A., when it is determined they are capable of returning to work.
  3. If the employee cannot return to their former position and if the City and the Union agree that all other efforts to find suitable work for the employee have been explored by the City and the Union and have not been successful, the employee shall have the right to bump a less senior employee for which they are qualified, subject to Article 6 and the established functional abilities, as identified by their Health Care Professional.

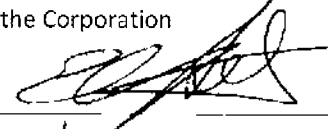
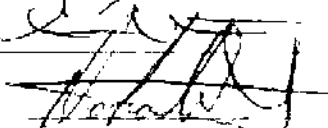
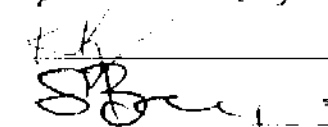
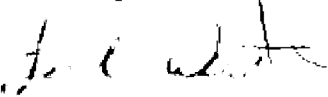
Employees requiring permanent alternate work will have priority for vacancies in the bargaining unit in accordance with Article 7.1b).

DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E Local 68 Civic Employees

For the Corporation

  
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Letter of Understanding #8  
Issued: 7 February 2007  
Renewed: 25 February 2010  
Renewed: 1 March 2013  
Renewed: 25 October 2016  
Revised: 10 December 2018  
Renewed: 8 June 2022

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:

An error by the Corporation that results in the overpayment to an employee of wages, premiums, allowances, and vacation entitlement under this Collective Agreement shall be subject to repayment or reimbursement by the employee.

If such claim by the Corporation, with all the requisite details, is made known to the employee more than six (6) calendar months, or in the case of vacation entitlement more than fourteen (14) calendar months, from the receipt of the particular payment, there will be no requirement for reimbursement by the employee.

Where such claim is made known to the employee in the time period set out above and is the equivalent of four (4) hours pay or less, the repayment will be made in one installment. Where the amount is in excess of the equivalent of four (4) hours pay, arrangements will be made with the employee and the Corporation for a repayment schedule that is mutually agreeable between the employee and the Corporation. Vacation repayment may be reimbursed through vacation adjustments being made at the employee's request.

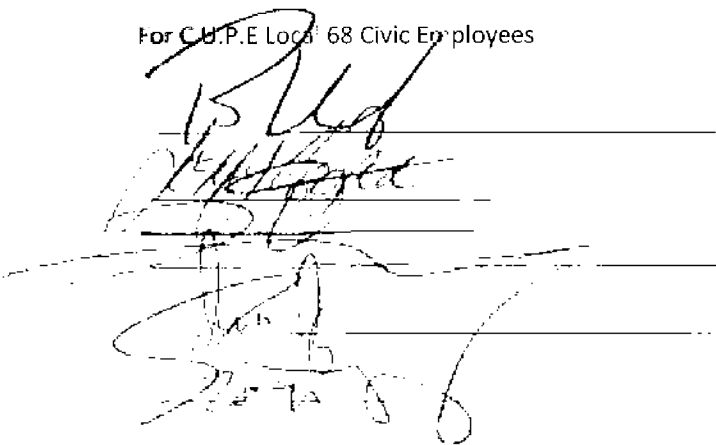
As soon as an employee becomes aware of an error, they must report the error to their Manager/Supervisor as soon as practical.

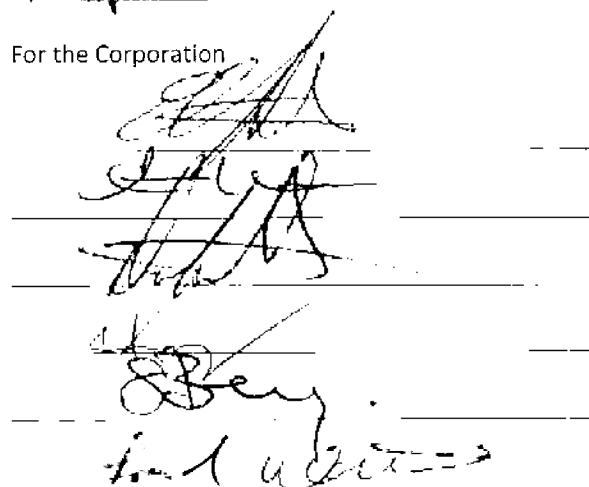
Should the Corporation underpay relating to wages, premiums, allowances, or vacation as set out under this collective agreement, the underpayment will be paid out within one (1) pay period of the Corporation confirming that an underpayment has occurred.

DATED AT KITCHENER, This 12 Day of September 2022

For C.U.P.E Local 68 Civic Employees

For the Corporation

Handwritten signatures for C.U.P.E Local 68 Civic Employees, including a large signature at the top and several others below, all written over horizontal lines.

Handwritten signatures for the Corporation, including a large signature at the top and several others below, all written over horizontal lines.

Letter of Understanding #9  
Issued: 25 October 2016  
Renewed: 10 December 2018  
Renewed: 8 June 2022

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

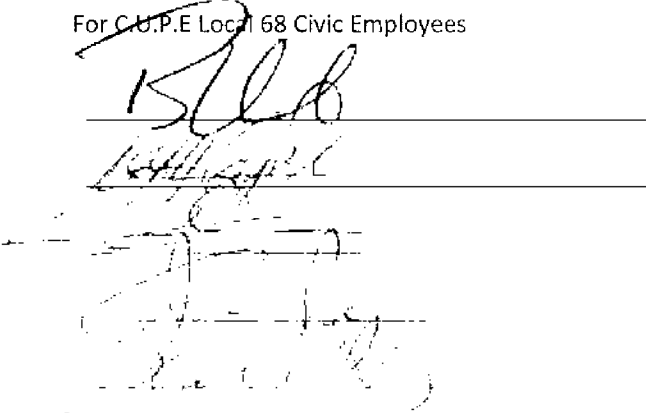
The parties recognize the joint participation for purposes of job ranking as set out in the Procedures for the Maintenance of the Job Ranking System documents.

The Corporation recognizes the right of the Union to refer unresolved issues to the following:

- a) Article 11 – Grievance Procedure; and/or
- b) Access assistance of the CUPE National Representative and/or CUPE National Job Evaluation Specialist

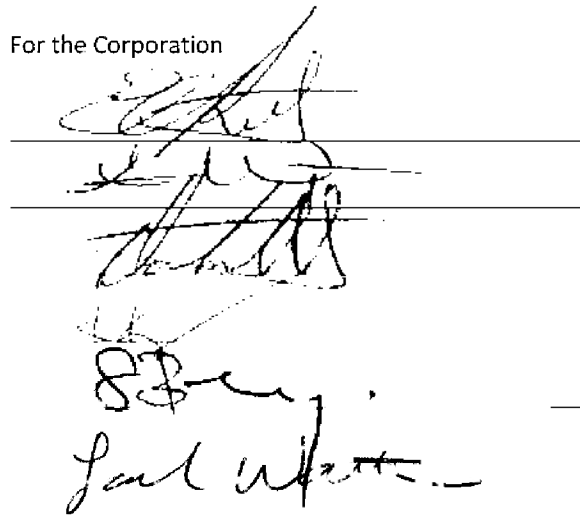
DATED AT KITCHENER, This 12 Day of September 2022

For C.U.P.E Local 68 Civic Employees



Handwritten signatures for C.U.P.E Local 68 Civic Employees, including a large signature at the top and several smaller ones below, all written over horizontal lines.

For the Corporation



Handwritten signatures for the Corporation, including a large signature at the top and several smaller ones below, all written over horizontal lines.

\*\*Letter of Understanding #10  
Issued: 10 December 2018  
Reviewed: 8 June 2022

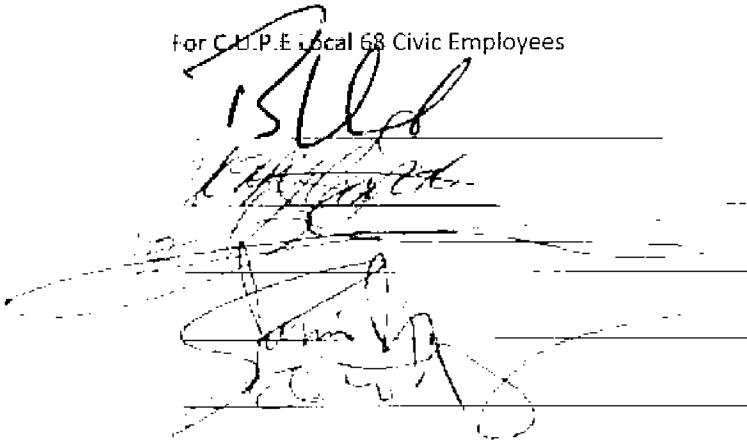
**HEO DISTRIBUTION OF OVERTIME**

The signatures affixed to this letter of Understanding constitute acceptance of the parties to the following terms regarding the distribution of Overtime within the Heavy Equipment Operation (HEO) classification:

1. There will be one (1) equalization of overtime list for Heavy Equipment Operators that will reset annually on June 1.
2. The yard loader function is identified as a roads function and where continuation of the day does not apply, overtime will be equalized.
3. Regardless of the season, any HEO regularly employed in SSU will be offered overtime for sewer digs before moving to the HEO equalization of overtime list.
4. For the purposes of 20.6 a) only HEO's assigned to the annual leaf program at the beginning of the onset each year, will be considered "regularly employed on the particular work".
5. HEO's shall be considered to hold summer and winter assignments year round should the particular work be required at any time of year.
6. This agreement will be reviewed on an annual basis and amendments shall be mutually agreed to.

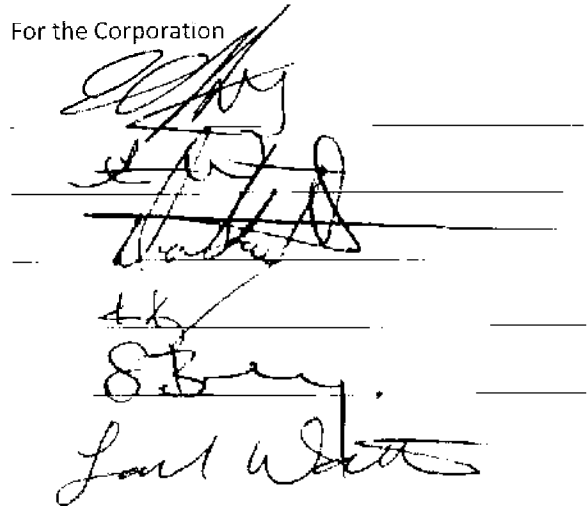
DATED AT KITCHENER, This 13<sup>th</sup> Day of September, 2022

For C.U.P.E. Local 68 Civic Employees



Handwritten signatures for C.U.P.E. Local 68 Civic Employees, including a large signature that appears to be '1511' and several other illegible signatures.

For the Corporation



Handwritten signatures for the Corporation, including several illegible signatures and one that appears to be 'L. White'.

Letter of Understanding #11  
Issued: 10 December 2018  
Renewed: 8 June 2022

**LATERAL MOVES WITHIN ALL JOB CLASSIFICATIONS**

**(with the exception of Arena classifications)**

The signatures affixed to this letter of Agreement constitute acceptance of the parties to the following terms regarding employee transfers (lateral moves):

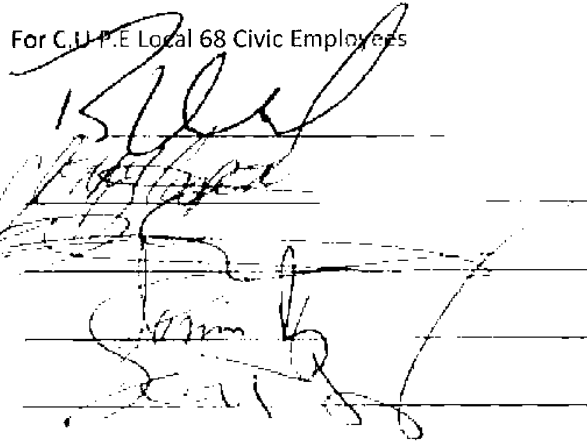
1. When a permanent full-time vacancy occurs within a classification, the vacancy shall be posted in accordance with Article 7.1 of the Collective Agreement.
2. Concurrently with the posting of the full-time vacancy, an internal Expression of Interest will be posted for all employees actively employed within the classification to express their interest in a lateral move.
3. The Expression of Interest will include a list for each crew, by work function. Staff interested in a lateral move will express their interest by placing their name on the list for the specific crew(s) they are interested in being considered for only.
4. Upon closing of the posting, the Supervisor(s) will review the Expression of Interest document to determine who will move into the original vacancy, subject to the eligibility and consideration criteria noted below. This same document will be utilized to determine any subsequent lateral moves as a result of the first move, until the final location of the vacancy is determined. The final vacancy will be filled via the posting noted in item 1, in accordance with the Collective Agreement.
5. The Expression of Interest will outline the eligibility criteria for a lateral move as follows:
  - a. The employee must have a good attitude and employment record – staff with significant discipline on file (suspension level or above) will not be considered for a lateral move (Hours of Service and Collision Reporting and Review Program disciplines excluded).
  - b. The employee must be reliable, as measured through a good attendance record – staff participating in formalized attendance management discussions will not be considered for a lateral move.
  - c. The employee must not have moved laterally within the previous 6 months.
  - d. Any of the above eligibility criteria may be waived with consideration to exceptional circumstances, upon agreement of the parties.
6. The employee with the greater seniority meeting the criteria listed in 5) above shall be selected, subject to a trial period as outlined in Article 7.2.
7. Upon completion of the lateral move process, at the sole discretion of the management team and in consideration of staff interests of expression, two or more employees may exchange crews where interests align. Where this occurs, the Union will be notified.
8. Where applicable, winter assignments are excluded from the lateral moves process.

2022 - 2025 C.U.P.E 68 Civic Employees' Collective Agreement

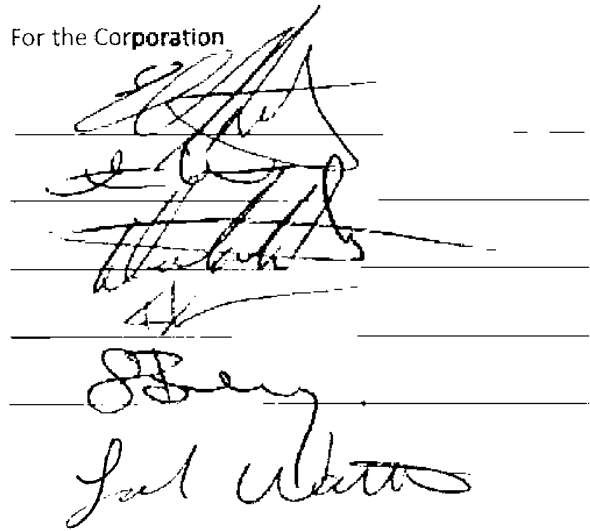
DATED AT KITCHENER, This 12 Day of September, 2022

For C.U.P.E Local 68 Civic Employees

For the Corporation



Handwritten signatures for C.U.P.E Local 68 Civic Employees, including a large signature at the top and several others below it.



Handwritten signatures for the Corporation, including a large signature at the top and several others below it.

\*Letter of Understanding #12  
Issued: 8 June 2022

**OVERTIME PRIOR TO SHIFT**

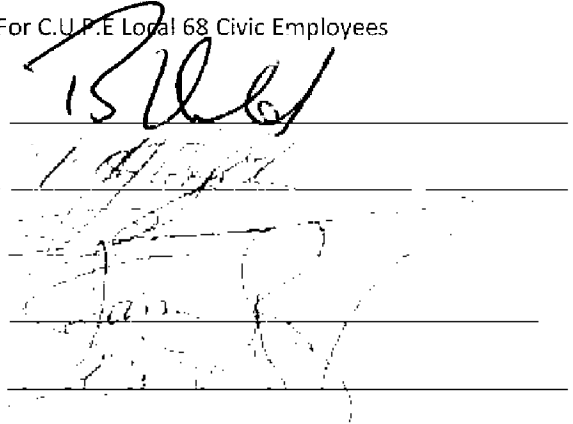
The parties acknowledge that on occasion, emerging operational requirements are such that employees may be called in to work prior to the start of their regular shift. The parties further acknowledge that the labour management committee has engaged in discussions regarding the manner in which these employees are compensated for this additional scheduled work.

On a without prejudice or precedent basis and subject to other relevant terms of the collective agreement, the parties have agreed to the following:

- 1) The Corporation may assign CUPE Civic 68 Civic employees to work additional hours prior to the start of their regular shift as needed to meet operational requirements.
- 2) The hours worked immediately prior to an employee's regular start time will be paid at the applicable overtime rate.
- 3) It is understood that time-in-lieu instead of a cash payment for overtime will be scheduled in accordance with the terms of article 20.7 of the current collective agreement.

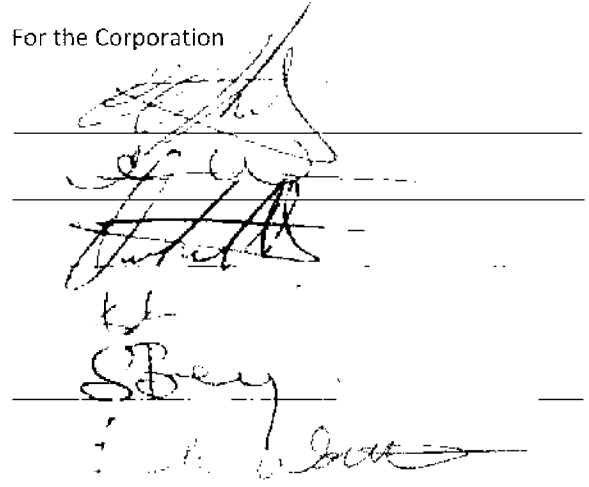
DATED AT KITCHENER, This 12 Day of September 2022

For C.U.P.E Local 68 Civic Employees



Handwritten signatures for C.U.P.E Local 68 Civic Employees on a set of four horizontal lines. The signatures are written in black ink and are somewhat stylized and overlapping.

For the Corporation



Handwritten signatures for the Corporation on a set of four horizontal lines. The signatures are written in black ink and include several distinct names and initials.