

2021 – 2025 COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF
KITCHENER**



AND

**KITCHENER CITY HALL OFFICE,
CLERICAL & TECHNICAL STAFF**

LOCAL UNION #791, C.U.P.E. (C.L.C.)



KITCHENER, ONTARIO

April 1, 2021 – March 31, 2025

2021 - 2025 COLLECTIVE AGREEMENT

CITY HALL OFFICE, CLERICAL AND TECHNICAL STAFF

THIS AGREEMENT to be effective the First Day of April 2021 to and including the Thirty-First Day of March 2025

BY AND BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

(hereinafter called the “Corporation”)

of the First Part

AND

**KITCHENER CITY HALL OFFICE, CLERICAL & TECHNICAL STAFF LOCAL UNION #791, CHARTERED BY
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND AFFILIATED WITH THE CANADIAN LABOUR
CONGRESS**

(hereinafter called the “Union”)

of the Second Part

TABLE OF CONTENTS

<u>ARTICLE 1: PURPOSE OF AGREEMENT</u>	3
<u>ARTICLE 2: RECOGNITION</u>	3
<u>ARTICLE 3: MANAGEMENT RIGHTS</u>	3
<u>ARTICLE 4: RULES AND REGULATIONS</u>	3
<u>ARTICLE 5: CHECK-OFF AND MEMBERSHIP IN THE UNION</u>	3
<u>ARTICLE 6: STRIKES AND LOCKOUTS</u>	4
<u>ARTICLE 7: UNION REPRESENTATION</u>	4
<u>ARTICLE 8: SENIORITY</u>	5
<u>ARTICLE 9: LAYOFFS AND RECALLS</u>	7
<u>ARTICLE 10: JOB POSTINGS</u>	8
<u>ARTICLE 11: GRIEVANCE PROCEDURE</u>	9
<u>ARTICLE 12: ARBITRATION</u>	11
<u>ARTICLE 13: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE</u>	12
<u>ARTICLE 14: HOURS OF WORK – OVERTIME – SHIFT PREMIUM</u>	12
<u>ARTICLE 15: SPECIFIED HOLIDAYS</u>	14
<u>ARTICLE 16: VACATIONS</u>	15
<u>ARTICLE 17: REST PERIODS</u>	16
<u>ARTICLE 18: JURY DUTY AND ATTENDANCE IN COURT</u>	16
<u>ARTICLE 19: BEREAVEMENT LEAVE</u>	17
<u>ARTICLE 20: LEAVE OF ABSENCE</u>	17
<u>ARTICLE 21: SAFETY</u>	18
<u>ARTICLE 22: BULLETIN BOARDS</u>	19
<u>ARTICLE 23: EMPLOYEES</u>	19
<u>ARTICLE 24: EMPLOYEE BENEFIT PROGRAM</u>	19
<u>ARTICLE 25: CORRESPONDENCE</u>	19
<u>ARTICLE 26: PERSONNEL FILE</u>	20
<u>ARTICLE 27: CLOTHING SUPPLIED BY THE CORPORATION</u>	20
<u>ARTICLE 28: REMUNERATION</u>	23
<u>ARTICLE 29: TECHNOLOGICAL CHANGE</u>	24
<u>ARTICLE 30: JOB EVALUATION</u>	24
<u>ARTICLE 31: JOB SECURITY</u>	24
<u>ARTICLE 32: WORKPLACE CONDUCT</u>	25
<u>ARTICLE 33: TERMS OF AGREEMENT</u>	25
<u>APPENDIX “A” SALARY SCHEDULE</u>	27
<u>APPENDIX “B” EMPLOYEE BENEFIT PROGRAM</u>	35
<u>APPENDIX “C”</u>	38
<u>APPENDIX “D”</u>	39
<u>APPENDIX “E”</u>	40
<u>APPENDIX “F”</u>	41
<u>LETTER OF UNDERSTANDING #1: WORKFORCE/ONTARIO WORKS</u>	42
<u>LETTER OF UNDERSTANDING #2: CONTRACTING OUT</u>	43
<u>LETTER OF UNDERSTANDING #3: SUCCESSOR EMPLOYER</u>	44
<u>LETTER OF UNDERSTANDING #4: PRESIDENT’S LEAVE</u>	45
<u>LETTER OF UNDERSTANDING #5: SCHEDULING FOR COMMUNITY CENTRES</u>	46
<u>LETTER OF UNDERSTANDING #6: PDQ – JOB EVALUATION</u>	47
<u>LETTER OF UNDERSTANDING #7: EARLY RETIREMENT BENEFITS</u>	49
<u>LETTER OF UNDERSTANDING #8: TRIAL OF ADDITIONAL JE PROCEDURE</u>	50

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

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

Staff in the Mayor's Office, Chief Administrator's Office, Legal Department, Human Resource Division, Information Technology (except GIS Technologist), Executive Assistants and Administrative Coordinators to Deputy CAOs, Administrative Assistant to Director of Engineering, Senior Citizens Advisor, Committee Administrator, Security Officers, Students and Part Time employees.

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

Part-time employees weekly hours shall be averaged over a thirteen (13) week period. **Calculation of the thirteen (13) weeks will begin January 1st.**

The Corporation shall provide the Union, within ten (10) working days following the end of the thirteen (13) week period, a list of the part-time graded employees summarizing the total hours worked by each such employee during that period.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the Corporation to:

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

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

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

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

ARTICLE 4: RULES AND REGULATIONS

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

ARTICLE 5: CHECK-OFF AND MEMBERSHIP IN THE UNION

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

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

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

Such deductions will be made by the Chief Financial Officer of the Corporation from the payroll bi-weekly, and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

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

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

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

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

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

5.5 The employer will send to the Union on a monthly basis the names and addresses of all employees in the bargaining unit.

ARTICLE 6: STRIKES AND LOCKOUTS

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

ARTICLE 7: UNION REPRESENTATION

7.1 A Bargaining Committee of the Union shall be appointed, to consist of not more than five (5) members. There shall not be more than one (1) employee selected from any one (1) working section or division within a Department. The Union will advise the Corporation of its appointees and all other members of its Executive.

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

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

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

Five (5) representatives of the Union who are granted time off during their regular work period to bargain for a Collective Agreement shall be paid at their regular rate of pay not to exceed their regular daily hours of work.

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

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

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

4) If requested by the Grievance Committee member, 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 Committee member and the aggrieved employee at their regular rate for the time spent processing grievances, provided such activity takes place on Corporation premises and that all requirements of this Article have been observed by the Grievance Committee member and the aggrieved employee.

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

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

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

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

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

7.7 **When accommodations are required the Union, Employer, and the employee will jointly meet to assist with accommodations for employees who may need modified duties/work and/or are returning to work.**

ARTICLE 8: SENIORITY

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

8.2 Upon completion of the probationary period, the employee's name shall be placed on the seniority list and their seniority date shall be based on their date of last hire. Where more than one individual have a common seniority date the greater seniority shall be determined by a random lot draw supervised and conducted by the Union at the time of introduction to the seniority list.

8.3 A seniority list will be compiled every six (6) months recording employees' name, department, seniority date and current salaries, a copy of which will be forwarded to the Recording Secretary of the Union. Such list shall apply only to those covered by the provisions of this Agreement.

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

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

a) Voluntary Resignation

b) Discharge for Proper Cause not reversed through the Grievance Procedure

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

d) Continuous non-employment, for any reason not identified above, for a period of time equal to one half the length of their seniority at time the absence commenced, or for a period of twelve (12) months, whichever is the lesser;

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

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

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

A permanent full time employee absent from work due to an authorized Leave of Absence, shall not lose seniority but shall not accumulate seniority after the first thirty (30) days of such leave, except for Self-Funded Leave, where union dues have been paid in advance by the employee, in which case seniority shall accumulate during the period of leave.

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

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

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

If the employee returns to the Bargaining Unit prior to the expiration of this initial twelve (12) calendar months, **they** shall do so only in the event that there is an appropriate position available within the Bargaining Unit.

Return to such job may take place only at the discretion of management after consultation with the Union.

8.9 A temporary employee who is placed on permanent staff will be placed upon the seniority list in accordance with their term of continuous service with the Corporation from the employee's last starting date provided there has been no break in service for more than two (2) months.

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

ARTICLE 9: LAYOFFS AND RECALLS

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

A full time employee laid off may exercise their bumping rights within any job classification in the Bargaining Unit having a grade the same as theirs or lower providing they are bumping a full time employee with less seniority and they presently possess the required skill and ability to perform the job or can be familiarized with the job within one (1) day.

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

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

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

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

9.4 In the event that a bargaining unit job vacancy occurs or a new position is created while a full time employee(s) is on layoff or has been notified of layoff, before the position is posted the employee(s) so affected by the layoff, shall be the first employee(s) to be considered for the available position providing they possess the required skill and ability to perform the job or can be familiarized with the job within five (5) days. In the event that the job qualifications are relatively equal then seniority will be the deciding factor.

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

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

9.7 **Layoff Protection for Union Executive**

In order that the operations of the Union will not become disorganized when lay-offs are being made, members of the Local Executive Board i.e. President, Vice-President, Secretary, Treasurer, and Grievance Chair shall be the last persons laid off during their term of office, as long as full time work, for which they possess the necessary skill and ability to perform the work available with a forty-five (45) working day orientation period. Should work not be available at the same wage level,

then placement will be made at either a lower or higher wage level which will be paid at the rate for that position.

In the case of a change in the Local Executive Board during a lay-off, notice in writing of the change shall be given to the Corporation forthwith and the Corporation shall have ten (10) working days from receipt of the notification in writing within which to make any changes necessary to apply this Clause to the new Local Executive Board and to terminate its application to the person(s) dropped from the Executive Board. If any notice to any person being laid off in consequence is required by law, the period of notice will be in addition to the five (5) working days, and layoff(s) and recall(s) will not be effective until the expiry of the notice period required by law.

ARTICLE 10: JOB POSTINGS

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

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

It is recognized that in some instances it may be expedient to post job vacancies concurrently with the internal posting process. In such circumstances the Corporation shall advise the Union when job vacancies will be posted in this manner. It is further recognized that such circumstances shall be an exception and not a regular practice.

Any application for the posted position shall be **submitted electronically through the organization's internal career page within Human Resources** on or before the date specified in the posting. **Employees may request to submit applications in writing as required.**

At the discretion of the hiring manager, a CUPE 791 represented employee may be invited to participate in a job competition interview. Such invitation shall be based on the hiring manager's assessment of the need for additional input regarding applicant suitability. The employee will not participate in the actual hiring decision.

An employee may have a Union Representative present during an interview by making such request prior to the date and the time for the interview. Any such representative shall be the same person during all interviews for any one position and shall be in attendance as an observer only.

Upon request, an applicant who has not received an interview shall receive from the Director of Human Resources or designate a verbal explanation of the reason(s) for denial of an interview.

Upon request, an applicant who has received an interview but was unsuccessful shall receive from the Director of Human Resources or designate, a verbal explanation of the reason(s) for denial of the job position.

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

10.3 The Corporation will acknowledge all applications received and shall post the names of successful applicants on the **intranet.**

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

10.5 The Corporation shall be entitled to temporarily assign employees until such time as the position may be filled. In the event that a position is filled temporarily and continues to be filled for more than twenty (20)

days, then the Union shall be entitled to know what efforts have been made to fill the position and what difficulties have arisen.

- 10.6 Any job that the Corporation deems to be redundant shall be discussed with the Union prior to the time it is declared redundant.
- 10.7 An employee successfully posting to a different job or a new employee, shall not be permitted to transfer to a new position for a period of six (6) months or first increment period whichever is lesser, from the date of job change or hire. This provision shall be waived upon mutual agreement between the Parties to this Agreement.
- 10.8 In the event an employee becomes disabled as certified by a licensed physician and is unable as a result of such disability to continue in their regular job, such employee will be given preference in the filling of existing vacancies, at the prevailing rates for such vacant jobs, providing the employee has the necessary qualifications and abilities to perform the essential duties of the vacancy.
- 10.9 If the Corporation requires an employee to upgrade skills in order to perform **their** job which has undergone technological change, then the Corporation may provide fully subsidized training and assistance.
- 10.10 When new positions are created or existing positions reclassified, the Corporation will advise the Union in advance of the nature of the positions and the interim salary.
- 10.11 Any testing that is required to reflect the skills and abilities that are required to perform the job shall be coordinated by the Human Resources Division.
- 10.12 Promotion(s) within the Job Titles Municipal Building Official I / Municipal Building Official II where a vacancy does not exist, will not be posted. Promotion will occur automatically at such point that all Proof of Qualification (POQ's) are met per legislative and positional requirement. Employee step placement to the higher classification will be to the step that provides an increase over their current rate.

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

ARTICLE 11: GRIEVANCE PROCEDURE

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

Step 1

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

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

Step 2

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

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

Failing settlement - then step 3 may be invoked.

Step 3

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

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

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

11.2 The Corporation or the Union shall have the right to file a policy grievance beginning in Step 3 of the Grievance Procedure as outlined in Clause 11.1 where:

- 1) A difference arises between the Corporation and the Union as to the interpretation, application, or administration of this Agreement; or
- 2) An allegation has been made that this Agreement has been violated; and
- 3) Such difference or allegation directly affects:
 - a) the Union as such; or
 - b) the whole of the employees; or
 - c) the Corporation; and
- 4) Such difference or allegation could not have been made the subject of a grievance by an employee under the regular Grievance Procedure.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Clause 11.3.

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

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

If no written request for Arbitration is received within forty (40) working days after the decision under Step 3 is given, it shall be deemed to have been settled and not eligible for Arbitration.

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

- 11.5 All agreements reached under the Grievance Procedure between the representatives of the Corporation and the representatives of the Union will be final and binding upon the Corporation and Union and the employee(s).
- 11.6 No adjustment affected under the Grievance Procedure or Arbitration Procedure shall be made retroactive prior to the date of the occurrence which resulted in the grievance being filed. This Clause shall not prevent the adjustment of pay caused by clerical errors in computation.
- 11.7 Where no answer is given within the time limits specified in the Grievance Procedure, the employee(s) concerned, the Union and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 11.8 The Corporation will supply the necessary facilities for the Grievance Meeting.
- 11.9 The time limits fixed in the Grievance Procedure may be extended by mutual consent of the Parties to this Agreement.
- 11.10 The Parties agree that in the event a grievance is not settled at Step 3 of this Grievance Procedure, before taking the matter to Arbitration the Parties may mutually agree to refer the matter to a Grievance Mediation Process, and such mutual agreement will include the selection of the Mediator to be used. The Parties will share the cost of the Grievance Mediator on an equal basis.

ARTICLE 12: ARBITRATION

- 12.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure, in accordance with the Collective Agreement, and which has not been settled may be referred to a Sole Arbitrator at the request of either of the Parties hereto (subject to the time limit in Clause 11.3).
- Within five (5) days thereafter, the Party invoking Arbitration shall submit the names of three (3) Arbitrators for consideration. At this time both Parties will attempt to come to an agreement on selecting a Sole Arbitrator.
- In the event the Parties are unable to agree on a Sole Arbitrator, the Minister of Labour of Ontario shall be asked to appoint one.
- 12.2 No person shall be selected as Sole Arbitrator who:
- (1) Is acting or has, within a period of six (6) months preceding the date of their appointment, acted in the capacity of solicitor, legal advisor, counsel or paid agent of either of the Parties. An Arbitrator shall not be considered as a paid agent.
 - (2) Has any pecuniary interest in the matters referred to Arbitration.
- 12.3 Each of the Parties to this Agreement will equally share all of the expenses of the Arbitrator appointed.
- 12.4 The time limits fixed in the Arbitration Procedure may be extended by mutual consent of the Parties to this Agreement.
- 12.5 At any stage of the Grievance or Arbitration Procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring Parties or the Arbitrator to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 12.6 The decision of the Arbitrator shall be binding on both Parties. The Arbitrator shall not have any power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision. Either Party may request the Arbitrator to reconvene.

ARTICLE 13: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

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

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

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

13.2 The union shall be notified in writing of all written warnings, suspensions, discharge for Cause and demotions. Such notice will be provided to the employee at a meeting called for such purpose and confirmed in writing within five (5) working days. The Employer will advise the Union on the delivery method of the correspondence with a copy provided to the President of the Union. The notice shall state the reason for such warning, suspension, discharge, or demotion.

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

13.3 A claim by an employee that they have been unjustly discharged, suspended or demoted shall be treated as a grievance, if a written statement of such grievance is lodged at Step 3 of the Grievance Procedure, within five (5) working days after the discharge, suspension or demotion and the first two steps of the Grievance Procedure will be omitted in any such case.

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

(a) Confirming the Corporation's action in dismissing, suspending or demoting an employee; or

(b) Reinstating the employee with full compensation and seniority for the time lost; or

(c) By any other arrangement which is just in the opinion of the Parties or the Arbitrator, if appointed.

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

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

ARTICLE 14: HOURS OF WORK - OVERTIME – SHIFT PREMIUM

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

The normal daily hours of work for offices which work a thirty-five (35) hour work week will be from 9:00 a.m. to 5:00 p.m. with one (1) hour unpaid meal period. Lunch hour arrangements may be on a staggered basis as arranged in the department. However, the above mentioned "start" and "quit" times may be varied as required by work schedules. See Appendix "C". Employees who work a 40 hour work week will be provided with a twenty (20) minute paid lunch period.

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

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

Notice of shift changes shall normally be provided to the employees concerned at least twenty four (24) hours before the start of that employees next scheduled shift. Exceptions to this notice include emergencies and when arranging coverage for other employees who are absent due to sickness or other unanticipated leave.

14.2 a) Overtime at the rate of time and one half (1 1/2) will be paid for all hours worked in excess of the normal work day.

b) Overtime at the rate of time and one half (1 1/2) shall be paid for all work performed on an employee's first regularly scheduled day off.

c) Overtime at the rate of double time (2) shall be paid for all work performed on an employee's second regularly scheduled day off.

d) Overtime at the rate of time and one half (1 1/2) shall be paid for all work performed on a regularly scheduled shift which falls on a Specified Holiday listed herein, plus the normal day's pay for the Holiday.

e) Overtime at the rate of double time (2) shall be paid for all work performed on a Specified Holiday listed herein which the employee was not scheduled to work, plus the normal day's pay for the Holiday.

14.3 An employee who works two (2) or more hours continuous with the regular working day shall be eligible for a meal allowance of ten dollars (\$10.00). Payment of this allowance shall not apply where an employee is required to work at hours not continuous with the regular working day.

14.4 Instead of cash payment for overtime an employee may choose to receive lieu time off at the overtime rate at a time mutually agreeable to the employee and immediate Supervisor. Accrual of hours will not exceed the equivalent of three (3) regular working days in any given period.

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

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

14.6 **Effective 30 days following the date of Ratification** there shall be a shift premium of one dollar and **seventy (\$1.70)** per hour for all hours worked when the majority of the hours falls outside the normal daily hours outlined in Clause 14.1.

Effective April 1, 2022 - \$1.85 per hour

Effective 30 days following the date of Ratification employees who work on a regularly scheduled Saturday or Sunday with the majority of their shift falling between 8:00 a.m. and 4:00 p.m. will receive **one forty-five \$1.45** cents per hour premium.

Effective April 1, 2022 \$1.60 per hour.

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

14.8

Stand-By Call

Employees who are authorized to be on stand-by call and have been scheduled for stand-by call shall receive **thirty \$30** per day and in addition, all authorized employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.

Effective 30 days following date of Ratification, when a stand-by call occurs on Saturday/Sunday or Specified Holiday, the rate is \$50 per day.

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).

ARTICLE 15: SPECIFIED HOLIDAYS

15.1 All employees shall be entitled to twelve (12) paid Specified Holidays, regardless of the day on which the Holiday occurs, providing such employee has been at work on the regular working day preceding the Holiday and the regular working day succeeding the Holiday.

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

The Specified Holidays are as follows:

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

In addition to the above Specified Holidays, a half (1/2) day Christmas Eve and a half (1/2) day New Year's Eve will be granted when Christmas Eve or New Year's Eve fall between Monday and Friday. 1/2 day for this purpose will be defined as commencing at the 1/2 way point of the employee's shift and shall apply to employees working day shift only. Employees may be required to modify their start time to ensure that minimal coverage is maintained until noon, at the discretion of the Corporation. **Any employees required to work any shift including days, afternoons or nights will be entitled to bank half (1/2) their shift for work on these specified holidays.**

For purposes of clarity, the above holidays also apply to temporary employees.

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

The following qualifications will apply to the Floating Holiday:

- (1) It must be taken during the calendar year.
- (2) Failure to take the Floating Holiday forfeits all entitlements to the Holiday.
- (3) Requests for a floating holiday may be submitted by an employee any time in the calendar year, however requests for dates from June 1 to December 31st will not be approved until the vacation schedule has been posted in accordance with clause 16.6. All requests for floating holidays will be scheduled on a first request basis.
- (4) An employee must have sixty (60) days' service with the employer to qualify for the Floating Holiday.

- 15.2 An employee on approved Leave of Absence in excess of thirty (30) calendar days shall not be eligible for Specified Holidays occurring during the period of such absence.
- 15.3 This Article pertaining to Specified Holidays does not apply to employees in receipt of Long Term Disability benefits.

ARTICLE 16: VACATIONS

- 16.1 The qualifying year shall be from June 1st to May 31st.
- 16.2 Vacation pay shall be made at the rate of two percent (2%) of the employee’s gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee’s basic rate of pay as of the end of the vacation Year (May 31st) plus shift premium if applicable, whichever is the greater.

For the purpose of clarification of gross earnings, it shall consist of pay for the prior vacation period, pay for Specified Holidays and shift premium in addition to gross hourly wages earned, including overtime.
- 16.3 Eligibility for paid vacations shall be determined on June 1st in each year and shall be on the following basis:

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

<u>Length of Service</u>	<u>Entitlement</u>
Less than 1 year	- 1.25 day per completed calendar month of service (maximum fifteen (15) working days)

In the event that the first full calendar month of service cannot be completed because it begins with either a Holiday and/or weekend, full credit for 1.25 vacation days will be given if service begins prior to the 7th day of such first month and provided the employee works all scheduled work days in the month.)

Not less than 1 year but less than 9 years	- 3 weeks
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At the completion of the fifth (5th) year and every year thereafter each employee will accumulate one extra day per year until they reach 4 weeks.

Not less than 9 years But less than 16 years	- 4 weeks
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At the completion of the twelfth (12th) year and every year thereafter, each employee will accumulate one extra day per year until they reach the 5 weeks.

Not less than 16 years But less than 24 years	- 5 weeks
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At the completion of the twentieth (20th) year and every year thereafter each employee will accumulate one extra day per year until they reach the 6 weeks.

Not less than 24 years	- 6 weeks
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Effective June 1, 2022, extra day earned on completed years.

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

- 16.5 Vacations must be taken in the year in which they are due and shall not be accumulated except as provided hereunder:
- Employees entitled to three (3) or more weeks' vacation may, by written request to the employee's Supervisor with a copy to the Director of Human Resources or Designate, be granted the privilege of carrying up to one (1) weeks' vacation to the next vacation period.
- Employees entitled to four (4) or more weeks' vacation may, by written request to the employee's Supervisor with a copy to the Director of Human Resources or Designate, be granted the privilege of carrying up to two (2) weeks' vacation to the next vacation period.
- 16.6 Vacations shall be arranged to the employee's preference as far as this is possible and practical to do so. Vacation entitlement plus all vacation credits carried forward in excess of four (4) weeks will be taken at a time suitable to the Corporation.
- Suitable to the provisions of this Article, all vacations shall be scheduled by the Corporation, having regard to seniority and the work and service required to be done and provided.
- Employees with greater seniority shall have first choice of vacation dates, for the June 1st - May 31st year, provided they indicate their preference before April 1st in order that the vacation schedule may be posted by April 30th. Employees not submitting vacation by April 1st shall be granted vacation, in available time slots, on a first come first serve basis.
- 16.7 An employee on approved Leave of Absence will receive vacation pay on the basis of months of continuous service, excluding the period of approved leave.
- In the event that a full calendar month is not completed, the appropriate monthly credit will be given provided that service begins or is resumed prior to the 15th of the month. The appropriate monthly credit will also be given if the approved Leave of Absence commences after the 15th of the month.
- 16.8 When the employment of any employee is terminated, they shall be paid a proportionate amount of salary or wages for any unused or accrued vacation credits.
- 16.9 In the event of accident, illness or injury resulting in confinement in a hospital or a recognized medical treatment centre as evidenced by a medical certificate or if an employee qualifies for bereavement in accordance with Article 19, there will be no deductions from vacation credits for the period of said confinement or paid bereavement leave. The period of vacation so displaced shall be taken at a time convenient to the Corporation.
- 16.10 This Article pertaining to vacation does not apply to employees in receipt of Long Term Disability benefits.

ARTICLE 17: REST PERIODS

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

ARTICLE 18: JURY DUTY AND ATTENDANCE IN COURT

- 18.1 Any employee who is called to and reports for jury duty or is a subpoenaed witness in any court or is requested by the Corporation to act as a witness shall be granted Leave of Absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Upon completion of the employee's jury duty or witness service, such employee shall present to their Department Head a satisfactory certificate showing the period of such service.

Such employee will be paid their full salary or wage for the period of such jury or witness service, provided they shall deposit with the **CFO, Financial Services** and City Treasurer the full amount of compensation received, excluding mileage and traveling expense and an official receipt thereof.

ARTICLE 19: BEREAVEMENT LEAVE

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

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

Family Member	Employee	Employee's Partner
Spouse (Partner)	5	N/A
Parent (or anyone who stands in loco parentis)	5	5
Child	5	5
Grandchild	5	5
Sister or Brother	5	3
Grandparents	5	3
Stepparent	5	3
Son-in-Law or Daughter-in-Law	3	2
Brother-in-law or Sister-in-law	3	2

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

For purposes of attendance at the funeral of the employee's partners sister-in-law or brother-in-law, the employee shall be entitled to two (2) scheduled working days off with pay

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

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.

ARTICLE 20: LEAVE OF ABSENCE

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

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

The Corporation may grant Leave of Absence without pay and without loss of seniority up to a maximum of three (3) months to any employee requesting such leave for good and sufficient cause.

During such Leave of Absence, whether for Union Business or personal reasons, no employee may accept employment for wages or salary, except with the Canadian Union of Public Employees or any other Labour organization affiliated to the Canadian Labour Congress. Should an employee fail to observe this ruling, they shall forfeit their standing on the seniority list, unless permission has been granted by mutual arrangement between employees, the Corporation and the Union.

20.2 1) Not more than two (2) employees shall be granted Leave of Absence for any periods in excess of three (3) months to attend to Union Business, unless permission is granted by mutual agreement between the Corporation and the Union.

2) However, Union members shall be granted Leave of Absence for a period not to exceed five (5) consecutive working days for the purpose of attending to Union Business.

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

20.3 **Maternity & Parental Leave**

Maternity 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. The employee shall continue to accumulate vacation entitlement during the length of the **Maternity** and/or Parental Leave. Benefits shall be maintained by the Corporation during the mandatory and, if approved, extended **Maternity** 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.

Effective April 1, 2021

Top-up benefits for employees who are in receipt of Employment Insurance maternity or parental benefits as follows:

1. The difference between seventy-five (75%) percent of the member's regular base rate earnings and the sum of the member's regular gross weekly employment insurance benefits for a maximum period of fifteen (15) weeks after completion of the applicable waiting period for maternity leave, and

2. The difference between seventy-five (75%) percent of the member's regular base rate earnings and the sum of the member's regular gross weekly employment insurance benefits for a period of ten (10) weeks after completion of the applicable waiting period for parental leave.

ARTICLE 21: SAFETY

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

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

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

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

ARTICLE 22: BULLETIN BOARDS

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

ARTICLE 23: EMPLOYEES

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

Temporary employee shall be defined as a person hired to work the regular number of hours per week in the hiring department for a specified period not to exceed eighteen (18) months of continuous employment in any one (1) work period.

In cases where a temporary employee is hired for the purposes of relieving the maternity, paternity leave, the temporary work period may be up to the period of the approved maternity, paternity leave.

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

ARTICLE 24: EMPLOYEE BENEFIT PROGRAM - (SEE APPENDIX “B”)

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

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

Permanent employees hired after July 1, 2002 will be covered for accumulated sick leave credits as provided for in the by-laws and/or amendments thereto of the Corporation, but upon termination, death or retirement shall not be eligible for any gratuity payment for sick leave credits referenced therein.

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

ARTICLE 25: CORRESPONDENCE

25.1 Copies of all resolutions of the Council of the Corporation that affect employees covered under the terms of this Agreement and minutes of regular Council and Committee meetings shall be forwarded to the Recording Secretary of the Union, by the City Clerk to CUPE Local #791, 120 Ottawa Street North STE 207, Kitchener, Ontario, N2H 3K5, with a copy to the President (delivery by email will be an acceptable alternative).

- 25.2 All correspondence between the Parties hereto arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Human Resources or Designate for the Corporation and the Secretary of the Local Union, to CUPE Local #791, 120 Ottawa Street North STE 207, Kitchener, Ontario, N2H 3K5, with a copy to the President (delivery by email will be an acceptable alternative).
- 25.3 Provisions of this Article shall not apply to the Dues Deductions outlined in Article 5, and the Grievance Procedure outlined in Article 11.

ARTICLE 26: PERSONNEL FILE

- 26.1 Employees of Local #791 shall have the right to see their own personnel file while in the presence of a member of the Human Resources Division at such time that is convenient to the Corporation and within five (5) working days of the employee's request. **Employees (or the Union with written consent from an employee) will have the right to receive copies of any documents in their personnel file upon request.**

ARTICLE 27: CLOTHING SUPPLIED BY THE CORPORATION

*THE INCREASE TO SAFETY FOOTWEAR/SHOE ALLOWANCE IS EFFECTIVE **JANUARY 1, 2022**

By-law Enforcement Officers

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

Parking Technician, Parking Maintenance Attendant and Parking Maintenance Repairperson

- Two (2) pairs of trousers
- One (1) tunic
- Four (4) shirts, long and/or short sleeves
- One (1) uniform cap with rain cover with Corporation symbol
- One (1) raincoat
- One (1) reefer

- One (1) pair Corporation approved safety footwear *1
- One (1) pair rubber galoshes
- One (1) pair of rain leggings (applies to Parking Meter Technicians only)

Collections Officer

- Two (2) pairs of trousers
- Four (4) shirts, long and/or short sleeves
- One (1) tunic
- Two (2) ties
- One (1) uniform cap with rain cover with Corporation symbol
- One (1) raincoat and one (1) pair of rain leggings
- One (1) reefer
- One (1) appropriate pair of shoes or black safety footwear *1
- One (1) pair rubber galoshes (low cut rubbers)
- One (1) pair rubber galoshes (high cut with buckles)
- Two (2) pair shorts
- One (1) pair of gloves with grips

M.L.E./ Property Standards Officer

- Two (2) pairs of trousers
- Four (4) shirts, long and/or short sleeves
- Two (2) pairs shorts
- One (1) pair Corporation approved black safety footwear *1

M.L.E.O./ Business Licensing Inspector Positions:

- Two (2) pairs of trousers
- Four (4) crested shirts, long and/or short sleeves
- Two (2) pairs shorts
- One (1) crested jacket
- One (1) pair Corporation approved black safety footwear *1

Municipal Building Officials

- Four (4) crested golf shirts

- One (1) crested three-in-one jacket
- One (1) raincoat
- One pair Corporation approved safety footwear *1

Design and Development Section

- One (1) coverall
- One (1) pair rubber galoshes
- One (1) pair work gloves
- One pair Corporation approved safety footwear *1

Cross Connection Control Specialist

- Four (4) crested golf shirts
- One (1) crested three-in-one jacket
- One (1) raincoat
- One (1) pair Corporation approved safety footwear *1

Mailroom/Print Shop

- One (1) pair Corporation approved safety footwear *1

Engineering and Traffic

- One (1) pair Corporation approved safety footwear*1

Engineering Construction Inspector

- Four (4) crested shirts, long or short sleeve

-High visibility 3-in1 winter jacket

Engineering Developer Inspector

- Four (4) crested shirts, long or short sleeve

-High visibility 3-in1 winter jacket

Sewer Locator

- Four (4) crested shirts, long or short sleeve

-High visibility 3-in1 winter jacket

Corridor Management Technologist

- Four (4) crested shirts, long or short sleeve

-High visibility 3-in1 winter jacket

Transportation Services:

Traffic Project Coordinator:

-Four (4) crested shirts, long or short sleeve

-One (1) crested jacket

-High visibility 3-in1 winter jacket

Utilities Staff

- Four (4) high visibility shirts, long and/or short sleeves

- One (1) high visibility three in one winter jacket

- One (1) pair Corporation approved safety footwear *1

Notes:

*1 Shoes or safety footwear to be reimbursed up to a maximum of **\$200 per year or \$350 every two years. Employees may purchase multiple pairs of safety footwear for themselves only, with a single voucher/purchase.**

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

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

28.1 The scale of remuneration as set out in Appendix "A" shall apply from April 1, **2021**, to and including March 31, **2025**.

28.2 In any reclassification and evaluation, the present incumbent will not receive a decrease in earnings except an employee who is reclassified as a disciplinary measure to a lower rated position shall receive the salary for the job they are called upon to perform.

28.3 For the purposes of merit the Corporation retains the right to progress any employee through the steps within a grade at an accelerated rate. The Job Evaluation process must be followed to reclassify an employee to a different grade.

28.4 Movement of employees through the progression increments provided in Appendix "A" hereof shall be automatic to the top of the scale.

28.5 When an employee has been subject to a Job Evaluation review resulting in an upward grade increase, or is temporarily assigned to a job title in a higher grade for a period of at least five (5) full consecutive days of actual work performance or such longer period as required, or permanently appointed to a higher graded position, the employee's salary shall be adjusted to the first step in the new grade that provides no less than a 4% increase.

This provision is effective immediately following mutual ratification of the 2017-2020 collective agreement.

28.6 When an employee, through the job posting procedure, transfers to a job at the same grade level as **their** previous job, then **they** will be placed at the same step in the applicable salary range.

ARTICLE 29: TECHNOLOGICAL CHANGE

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

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

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

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

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

Two years seniority - 2 weeks

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

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

ARTICLE 30: JOB EVALUATION

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

1. The Union shall have two (2) representatives on the Job Evaluation Maintenance Committee comprised of five (5) City employees. The purpose of this Committee is to oversee the ongoing administration of the Job Evaluation Plan including, where appropriate, making recommendations to Council for changes to the plan itself.

2. A Rating Committee shall consist of ten (10) City employees, five (5) of which shall be union members. A quorum for the Rating Committee shall consist of four (4) members, two (2) of which shall be union members. The purpose of this Committee is to rate Bargaining Unit jobs as required.

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

The decisions of the aforementioned Job Evaluation Maintenance Committee and Appeals Committee shall be reached by consensus and are final and binding upon the Parties.

ARTICLE 31: JOB SECURITY

31.1 No employee with more than two (2) years' seniority shall be laid-off **or have any hours reduced or lost** directly as a result of the Corporation exercising its right of contracting-out. The Corporation will re-assign any employee so affected without loss of seniority and retraining will be in accordance with Article

29 and if required “pink circled” at their existing salary level. For purposes of this Clause “Pink Circling” is defined as the employee receiving fifty per cent (50%) of any negotiated economic increases.

For the purpose of this Article, the word “directly” shall pertain to an employee who suffers a job loss due to the contracting out by the Corporation at the time such contracting out takes place.

ARTICLE 32: WORKPLACE CONDUCT

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

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

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

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

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

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

ARTICLE 33: TERMS OF AGREEMENT

33.1 This Agreement shall become effective as of the First Day of April **2021** and shall remain in force until the Thirty-First Day of March **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 annual termination date.

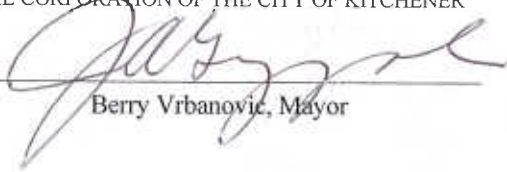
However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. During the discussions or negotiations upon any proposed renewal or revision of the Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached. Notwithstanding the above, any such agreement shall require the signatures of the President of C.U.P.E. 791, the C.U.P.E. National Representative and the Director of Human Resources or Designate.

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

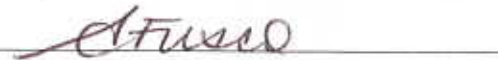
IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals duly attested by the hands of their proper officers in that behalf respectively.

DATED AT KITCHENER, ONTARIO, THIS 30 DAY OF JUNE, 2022

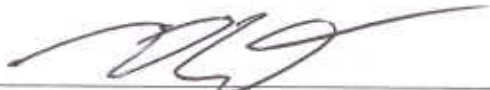
THE CORPORATION OF THE CITY OF KITCHENER



Berry Vrbanovic, Mayor


ACTING John Gazzola


Amanda Fusco, City Clerk

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


Mike Eckert, President


Siobhan Delaney, Recording Secretary


Bev Newman, CUPE National Representative

APPENDIX “A” SALARY SCHEDULE

Effective **April 1, 2021** (includes **1.70%** increase across-the-board)

GRADE	POINT RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	275-349	35,771	38,756	41,736	44,717		
2	350-399	38,695	41,918	45,141	48,368		
3	400-449	41,853	45,339	48,826	52,315		
4	450-499	45,264	49,037	52,811	56,584		
5	500-549	48,960	53,041	57,120	61,200		
6	550-599	52,955	57,370	61,780	66,194		
7	600-649	57,551	62,349	67,141	71,937		
8	650-699	64,510	69,886	75,265	80,640		
9	700-749	71,633	77,605	83,573	89,542		
10	750-799	78,221	84,739	91,257	97,776		
11	800-904	91,345	95,912	100,481	105,049	109,615	114,183

PROGRESSIONS/ GRADES

- 1 TO 3 = 3 MONTHS
- 4 TO 6 = 6 MONTHS
- 7 TO 11 = 12 MONTHS

SALARY SCHEDULE

Effective **April 1, 2022** (includes **1.75%** increase across-the-board)

GRADE	POINT RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	275-349	36,397	39,434	42,466	45,500		
2	350-399	39,372	42,652	45,931	49,214		
3	400-449	42,585	46,132	49,680	53,231		
4	450-499	46,056	49,895	53,735	57,574		
5	500-549	49,817	53,969	58,120	62,271		
6	550-599	53,882	58,374	62,861	67,352		
7	600-649	58,558	63,440	68,316	73,196		
8	650-699	65,639	71,109	76,582	82,051		
9	700-749	72,887	78,963	85,036	91,109		
10	750-799	79,590	86,222	92,854	99,487		
11	800-904	92,944	97,590	102,239	106,887	111,533	116,181

PROGRESSIONS/ GRADES

- 1 TO 3 = 3 MONTHS
- 4 TO 6 = 6 MONTHS
- 7 TO 11 = 12 MONTHS

SALARY SCHEDULE

Effective **April 1, 2023** (includes **1.85%** increase across-the-board)

GRADE	POINT RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	275-349	37,070	40,164	43,252	46,342		
2	350-399	40,100	43,441	46,781	50,124		
3	400-449	43,373	46,985	50,599	54,216		
4	450-499	46,908	50,818	54,729	58,639		
5	500-549	50,739	54,967	59,195	63,423		
6	550-599	54,879	59,454	64,024	68,598		
7	600-649	59,641	64,614	69,580	74,550		
8	650-699	66,853	72,425	77,999	83,569		
9	700-749	74,235	80,424	86,609	92,795		
10	750-799	81,062	87,817	94,572	101,328		
11	800-904	94,663	99,395	104,130	108,864	113,596	118,330

PROGRESSIONS/ GRADES

- 1 TO 3 = 3 MONTHS
- 4 TO 6 = 6 MONTHS
- 7 TO 11 = 12 MONTHS

SALARY SCHEDULE

Effective **April 1, 2024** (includes **1.90%** increase across-the-board)

GRADE	POINT RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	275-349	37,774	40,927	44,074	47,222		
2	350-399	40,862	44,266	47,670	51,076		
3	400-449	44,197	47,878	51,560	55,246		
4	450-499	47,799	51,784	55,769	59,753		
5	500-549	51,703	56,011	60,320	64,628		
6	550-599	55,922	60,584	65,240	69,901		
7	600-649	60,774	65,842	70,902	75,966		
8	650-699	68,123	73,801	79,481	85,157		
9	700-749	75,645	81,952	88,255	94,558		
10	750-799	82,602	89,486	96,369	103,253		
11	800-904	96,462	101,284	106,108	110,932	115,754	120,578

PROGRESSIONS/ GRADES

- 1 TO 3 = 3 MONTHS
- 4 TO 6 = 6 MONTHS
- 7 TO 11 = 12 MONTHS

JOB TITLE SORT BY GRADE

Grade	Job Title	Department
02	Mail Dispatcher	Corporate Services
02	Senior Day Program Aide	Community Services
03	Payment Processing/Mail Clerk	Financial Services
03	Support Services Clerk	Infrastructure Services
04	Accounts Payable Clerk	Financial Services
04	Aquatics Resource Clerk	Community Services
04	Cemetery Clerk	Infrastructure Services
04	Fleet Clerk	Infrastructure Services
04	Information Officer (Building)	Development Services
04	Information Officer (Kitchener Operations Facility)	Infrastructure Services
04	Parking Maintenance Attendant	Development Services
04	Print Shop Operator	Corporate Services
04	Program Assistant (Direct Detect)	Community Services
04	Program Assistant (Fleet Compliance & Training)	Infrastructure Services
04	Records Administrator (Building)	Development Services
04	Records Administrator (Kitchener Operations Facility)	Infrastructure Services
05	Accounting Clerk	Financial Services
05	Administration Assistant (Fire)	Community Services
05	Administrative Assistant (Bylaw Enforcement)	Community Services
05	Administrative Assistant (Facilities Management)	Infrastructure Services
05	Administrative Assistant (Fire)	Community Services
05	Administrative Assistant (Fleet)	Infrastructure Services
05	Administrative Assistant (Legislated Services)	Corporate Services
05	Administrative Assistant (Neighbourhood Programs and Services)	Community Services
05	Administrative Assistant (Operations)	Infrastructure Services
05	Administrative Assistant (Transportation Services)	Development Services
05	Administrative Coordinator (Program & Resource Services)	Community Services
05	Bank Clerk	Financial Services
05	Bylaw Enforcement Officer (Parking)	Community Services
05	Customer Service Representative (Aud)	Community Services
05	Data Control/Meter Reading Clerk	Financial Services
05	Facility Scheduler/Administrative Assistant	Development Services
05	Marketing Representative	Infrastructure Services
05	Parking Administrator	Development Services
05	Parking Maintenance Repairperson	Development Services
05	Parking System Assistant	Development Services
05	Program Assistant (Aquatics)	Community Services
05	Program Assistant (Building)	Development Services
05	Program Assistant (Development Engineering)	Development Services
05	Program Assistant (Engineering Infrastructure)	Development Services
05	Program Assistant (Infrastructure)	Development Services
05	Program Assistant (Kitchener Market)	Development Services
05	Program Assistant (Rental Water Heater Program)	Infrastructure Services
05	Rentals Administrator	Infrastructure Services

05	Revenue Clerk	Financial Services
05	Senior Accounts Payable Clerk	Financial Services
05	Support Services Representative	Infrastructure Services
05	Technical Assistant (Planning & Zoning)	Development Services
05	Volunteer Engagement Associate	Community Services
06	Addressing Analyst	Development Services
06	Administration Assistant (Aud)	Community Services
06	Administration Coordinator (Sport)	Community Services
06	Administrative Assistant (Building)	Development Services
06	Administrative Assistant (Planning)	Development Services
06	Administrative Coordinator (Aquatics)	Community Services
06	Bylaw Enforcement Officer (Signs)	Community Services
06	Collections Officer	Financial Services
06	Corporate Customer Service Representative	Community Services
06	Customer Service Representative (City Hall)	Community Services
06	Customer Service Representative (Revenue)	Financial Services
06	Facility Scheduler (Aud)	Community Services
06	Facility Scheduler (Sportsfields)	Community Services
06	Financial Administrator (Aud)	Community Services
06	Licensing Officer	Corporate Services
06	Marketing & Events Associate (SBC)	Development Services
06	Payroll Administrator	Financial Services
06	Program Assistant (Fire Prevention)	Community Services
06	Program Assistant (Site Development)	Development Services
06	Property Data Administrator	Financial Services
06	Remittance Processing Clerk	Financial Services
06	Sewer Locator	Development Services
06	Sign & Occupancy Permit Administrator	Development Services
07	Business Licensing Inspector	Corporate Services
07	Bylaw Enforcement Officer (Lot Maintenance/Parking)	Community Services
07	Bylaw Enforcement Officer (Noise)	Community Services
07	Bylaw Enforcement Officer (Trails/School Zones)	Community Services
07	Children Services Coordinator	Community Services
07	Coordinator Leisure Programs	Community Services
07	Coordinator Print Shop	Corporate Services
07	Direct Purchase Administrator	Infrastructure Services
07	Financial Administrator (Infrastructure Services)	Financial Services
07	GIS Technician	Corporate Services
07	Municipal Building Official I	Development Services
07	Natural Area Coordinator	Infrastructure Services
07	Peer Helper Coordinator	Community Services
07	Records & Archives Specialist	Corporate Services
07	Seniors Program Coordinator	Community Services
07	Tax Specialist	Financial Services
07	Traffic Technologist	Development Services
07	Urban Forest Technologist	Infrastructure Services
07	Youth Services Coordinator	Community Services
08	Active Net System Specialist - Technical	Community Services

08	Active Transportation Planning Project Manager	Development Services
08	Asset Management Technician	Financial Services
08	Business Analyst	Infrastructure Services
08	Business Analyst SAP Business Solutions	Financial Services
08	Communications & Marketing Associate	Corporate Services
08	Coordinator Arts & Creative Industries	Development Services
08	Digital Media Specialist	Corporate Services
08	Downtown Marketing & Program Coordinator	Development Services
08	Engineering Design Technologist	Development Services
08	Event Coordinator	Development Services
08	Fleet Systems Specialist	Infrastructure Services
08	Inclusion Services Coordinator	Community Services
08	Inclusion Services Coordinator	Community Services
08	Inclusion Services Coordinator	Community Services
08	Operations Technologist	Infrastructure Services
08	Parking/Electronic Technician	Development Services
08	Planner	Development Services
08	Planning Technician (Site Development)	Development Services
08	Planning Technician (Zoning)	Development Services
08	Procurement Specialist	Financial Services
08	Marketing & Program Coordinator (Kitchener Market)	Development Services
08	Regulatory Analyst	Infrastructure Services
08	Senior Day Program Coordinator	Community Services
08	Senior Graphic Designer	Corporate Services
08	Small Business Advisor	Development Services
08	Sport Development Coordinator	Community Services
08	Traffic Planning Analyst	Development Services
08	Utilities Damage Prevention Specialist	Infrastructure Services
09	AMANDA Analyst Developer	Development Services
09	Building Operator	Infrastructure Services
09	Business Systems/Cityworks Administrator	Financial Services
09	Construction Projects Manager	Infrastructure Services
09	Cross Connection Control Specialist	Infrastructure Services
09	Engineering Construction Inspector	Development Services
09	Engineering Technologist	Development Services
09	Fire Systems Specialist	Community Services
09	GIS Technologist	Corporate Services
09	Heritage Planner	Development Services
09	Marketing Strategist	Infrastructure Services
09	Municipal Building Official II	Development Services
09	Municipal Building Official II (Mechanical)	Development Services
09	Municipal Law Enforcement Officer/Property Standards Officer	Community Services
09	Planner (Policy)	Development Services
09	Project Coordinator (Facilities Management)	Infrastructure Services
09	Quality Management System Specialist	Infrastructure Services
09	SAP Functional Specialist	Financial Services
09	Senior Quality Assurance Analyst	Corporate Services
09	Traffic Project Coordinator	Development Services

09	Utilities Engineering Technologist (Gas)	Infrastructure Services
10	Accounting Analyst	Financial Services
10	Corridor Management Technologist	Development Services
10	Corrosion Technologist	Infrastructure Services
10	Design & Construction Project Manager	Development Services
10	Engineering Construction Project Manager	Development Services
10	Engineering Technologist	Development Services
10	Forest Project Manager	Infrastructure Services
10	GIS Application Specialist	Corporate Services
10	Infrastructure Analyst	Financial Services
10	Landscape Architect	Infrastructure Services
10	Municipal Building Official III	Development Services
10	Project Manager Development Engineering	Development Services
10	Project Manager Facility Asset Management	Infrastructure Services
10	Real Estate Analyst	Development Services
10	Revenue Analyst	Financial Services
10	Senior Environmental Planner	Development Services
10	Senior Planner	Development Services
10	Senior Planner (Urban Design)	Development Services
10	Senior Urban Designer	Infrastructure Services
10	Transportation Planning Project Manager	Development Services
11	Design & Approvals Engineer	Development Services
11	Design Engineer	Development Services

APPENDIX “B” EMPLOYEE BENEFIT PROGRAM

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

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

In the event that the Corporation elects to change carriers for any of the non-legislated benefit plans noted in Appendix “B”, such change will provide that not less than an equal level of benefits coverage is maintained.

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

B) Extended Health Care Plan (EHC)

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

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

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

Drugs – Formulary 2

Clinical Psychologist: Effective January 1, ~~2018~~ **2022**, Maximum amount allowable - ~~\$600~~ **\$1000** per person per calendar year.

Paramedical Services: combined chiropractic, massage, physiotherapy, naturopath and acupuncturist with maximum of **\$1500/year** effective January 1, **2022**; With a maximum of **\$1550/year** effective January 1, **2023**.

Speech Pathologist: - Maximum amount allowable - **\$300/benefit year effective January 1, 2022.**

Semi-Private Hospital Accommodation: Deductible – Nil

Hearing Aids: Deductible – Nil. 100% reimbursement up to a maximum of \$1300 every 24 consecutive months.

Vision: - Deductible – Nil. 100% reimbursement of **\$550 effective January 1, 2022** every 24 consecutive months. **\$600 effective January 1, 2024 every 24 consecutive months. Employees may use the entitlement of vision towards laser surgery. \$100 reimbursement towards eye exam fees every 24 consecutive months effective January 1, 2022.** For further clarification the maximum benefit allowable still applies.

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

Specialized Lab Tests: - PSA 7 CA 125 Lab tests

C) Dental Benefits

Dental Plan #9: - Deductible – Nil - Current ODA Fee Guide. 100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide, with the exception of the following:

Rider 2 – Dentures: - Maximum - \$800 per person per 60 consecutive months - 50% co-payment.

Rider 3 -Orthodontics: Maximum lifetime - **\$3,000** per person - 50% co-payment **effective January 1, 2022**

Rider 4 - Major Restorative - Caps and Crowns: - **\$1800** per person lifetime max 50% co-payment **effective January 1, 2022.**

D) Long Term Disability Plan

- 70% of your monthly Basic Earnings up to a maximum benefit of **\$5000** per month, reduced by any Direct Offsets and Indirect Offsets specified in the Group Policy. **effective January 1, 2022.**

- Waiting period – 6 months of continuous employment.

- Elimination period – 17 weeks accumulated over 12 months.

The Corporation will pay one hundred per cent (100%) of the cost of the following two (2) benefit plans on behalf of L.T.D. Plan recipients for the first twenty four (24) months on their paid disability period.

i) Extended Health Care Plan - as above in (B)

ii) Dental Plan #9

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 (B) and (C) only.

LTD benefit will be own occupation two years and any occupation after the first two years effective January 1, 2022.

SICK LEAVE PLAN

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

Permanent employees of the Corporation from the date of employment are entitled to one and one-half (1 1/2) day's sick leave credits for each completed continuous month of service.

An employee whose employment is terminated by death or retirement shall be entitled, on termination, to receive payment for **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 24.

An employee having not less than five (5) years' service whose employment is terminated by resignation or dismissal shall be entitled, on termination, to receive payment for one-half (1/2) of **their** unused accumulated sick leave credits accumulated after April 1st, 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 prior to termination, subject to Article 24.

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

An employee on approved Leave of Absence in excess of thirty (30) calendar days shall not receive sick leave credits during the period of such leave.

SICK LEAVE RECORDS

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

EMPLOYEE'S PENSION PLAN

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

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

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

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

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

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

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

WORKPLACE SAFETY AND INSURANCE

Where, as a result of injuries received by an employee while in the course of employment with the Corporation, an employee is entitled to receive temporary total disability payments from Workplace Safety and Insurance Board of Ontario, the Corporation shall pay to such employee an amount equal to ninety per cent (90%) of **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.

LABOUR MANAGEMENT

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

APPENDIX "C"

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

1. The normal hours of work are 9:00 a.m. to 5:00 p.m., Monday through Friday.
2. The intent of the modified hours program is to extend the normal operations from the previous 9:00 to 5:00 to 8:30 to 5:00; thereby, increasing the hours of operation from 7 to 7 1/2 hours. In certain circumstances, the 8:30 to 5:00 can be varied in response to public need. Only a half hour per day may be accrued in the modified hours program.
3. The modified hours program will apply to all salaried employees normally working 35 hours per week
4. Where circumstances warrant, i.e. scheduling difficulties, this program may not be available to all employees.
5. Employees may elect to work a variation of the normal hours upon prior approval of the employee's Supervisor. Examples of the modified hours would be:
 - Monday through Friday - 8:30 am to 5:00 pm
 - Monday through Friday - 8:00 am to 4:30 pm

In certain circumstances it is also possible to work a seven and one half (7 1/2) hour day, with a half hour unpaid lunch. i.e. 8:30 am to 4:30 pm or 9:00 am to 5:00 pm with a thirty (30) minute unpaid lunch.

6. Should the employee be on a modified hours schedule (7.5 hours per day), the employee will accrue one half (1/2) hour for each day so worked at straight time. For clarification purposes, the accrual of one half (1/2) hour is premised on the individual working the full 7.5 hours and does not include days during which a portion of the time is attributed to vacation, bereavement, statutory holidays, etc.
7. Time off, sick leave, vacation, bereavement, statutory holidays, etc., will not count as an accumulated day worked.
8. Time off may be taken at a mutually agreeable time determined between the supervisor and the employee.
9. With the Supervisor's consent, up to a maximum of 5 days may be accumulated.
10. The normal weekly pay shall be computed on the basis of a 35-hour work week. Time off, sick leave, vacation, bereavement, statutory holidays, etc. will be established as a 7-hour day.
11. Overtime rates shall apply after 7 1/2 hours of work. Overtime hours shall not be used in the accumulation formula.
12. For the purposes of Article 14 of the Collective Agreement, double time shall apply to the second scheduled day off only. Any subsequent days shall revert to time and one-half.
13. In the case of staff absent on any work day for training programs, such training days may be counted for purposes of accumulating modified time if either the hours of the training session reflect 7.5 hours, or if the combination of the training hours and the time spent by the staff member in association with regular duties equates to 7.5 hours.
14. Employees transferring to another location where the modified program is not available will be provided with accrued time off where possible. If this proves impossible, then payment will be in accordance with the collective Agreement.
15. Upon termination of service, outstanding hours will be paid at straight time.

APPENDIX “D”

Employees in the Parking Section and Corporate Contact Centre whose work week must be based on a seven (7) day operation, at either thirty-five (35) or forty (40) hours per week, shall adhere to the following understanding regarding Article 14.2 as it relates to payment for work performed on a Specified Holiday.

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

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

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

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

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

APPENDIX “E”

The City’s Performance Appraisal System shall provide a framework for honest and constructive communication between an employee and their Supervisor/Manager regarding the employee’s job performance. When the Supervisor/Manager intends to conduct a performance appraisal on an employee, the Supervisor/Manager shall give the employee at least ten (10) calendar days’ notice of any performance appraisal meeting with the Supervisor/Manager which shall be attended only by the Supervisor/Manager and the employee.

The employee shall be given a copy of any performance appraisal before it is placed on the employee’s file. The employee shall have the opportunity to respond in writing to any of the Supervisor’s/Manager’s comments and such response shall form part of the performance appraisal. The employee shall not be required to make and sign any undertaking regarding their past or future work performance.

An employee dissatisfied with the content of their performance appraisal may take the matter up as a grievance under the provisions of Article 11.

There shall be a uniform performance appraisal form for all Bargaining Unit employees.

APPENDIX "F"

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

EARLY RETIREMENT BENEFITS

1. Effective January 1, 1985 benefits coverage as outlined below will be extended to those electing early retirement until the retired employee's 65th birthday, subject to the following conditions:
 - a) The program is extended only to employees voluntarily electing early retirement. This is interpreted to mean that the employee is 55 years of age or older at the time of early retirement and is in receipt of one of the following pensions:
 - i) a retirement pension from O.M.E.R.S., or;
 - ii) a permanent partial disability pension under O.M.E.R.S. Supplementary Type III, or;
 - iii) a retirement pension under the 30 year provision of O.M.E.R.S. Supplementary Type III
2. Effective May 1, 1997 benefits coverage as outlined below will be extended to those employees with a minimum of ten (10) years continuous service and in receipt of Long Term Disability benefits until the employee's 65th birthday. This is interpreted to mean that the benefits coverage applies only to employees who begin to receive Long Term Disability payments on or after May 1, 1997.
3. The following general conditions apply to both Number 1 and 2 above:
 - a) This program is not extended to employees in receipt of any other benefits including Workplace Safety and Insurance.
 - b) The Corporation will pay one hundred percent (100%) of the premium cost. The benefits are subject only to the conditions of the Carrier.
 - c) The retiring employee or the employee approved for Long Term Disability must have a minimum of ten (10) years of continuous service with the Corporation at the time of early retirement or approval for Long Term Disability benefits.
 - d) The benefits coverage terminates in the event of the death of the retiree or the employee on Long Term Disability benefits where death precedes the employee's 65th birthday.
4. The benefits to be extended will be as follows:
 - a) Manulife Extended Health Care Plan or equivalent (including eye glasses and semi-private hospital coverage. Eye glasses coverage \$180.00 per family member for every 24 months - no deductible).
 - b) Manulife Dental Plan #9 or equivalent. (O.D.A. Fee Schedule two (2) years behind current year).
 - c) Group Life Insurance Plan (the benefits as outlined here is not extended to employees in receipt of Long Term Disability benefits) - the amount of insurance to be fixed at a sum equivalent to two times the dollar value of the pension provided through the Corporation (i.e. O.M.E.R.S., Standard Life) at the time of early retirement. The amount of insurance will be rounded where necessary.
5. Any future enhancements or additions to the benefit plans as outlined in Item 4 will be at the discretion of Council.
6. Employees who have retired between June 20, 1983 and December 31, 1984, and meet the criteria outlined in Item 1, effective January 1, 1985, will have their benefit plans (at the level prescribed in item 4) continue on a non-contributory basis.

LETTER OF UNDERSTANDING #1: WORKFORCE/ONTARIO WORKS

Issued: 1 November 1999
Renewed: 1 April 2002
Renewed: 1 April 2005
Renewed: 1 April 2008
Renewed: 1 April 2011
Renewed: 1 April 2014
Renewed: April 1, 2017
Renewed: 1 April 2020
Renewed: April 1, 2021

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #791

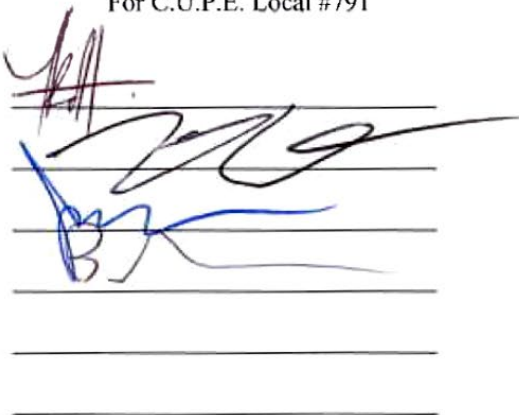
The Corporation agrees that the following principle in the Region of Waterloo’s Ontario Works Business Plan, as approved by Regional Council, will be honored within the scope of the C.U.P.E. Local 791 Bargaining Unit.

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

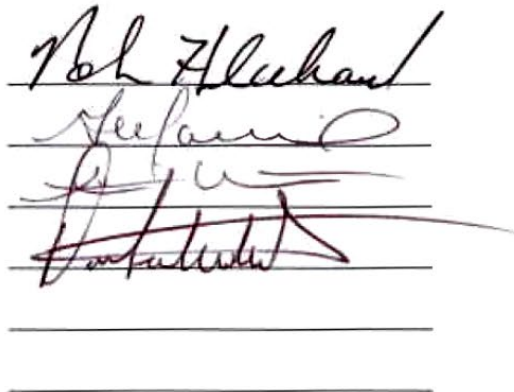
Furthermore, the Parties recognize that the Region of Waterloo’s Ontario Works Business Plan or its successor or similar plan will not be used to displace or replace any paid work of full time, part time employees, or students or volunteers, if any. The Corporation agrees that Ontario Works clients/placements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

DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791

Handwritten signatures in black and blue ink on a set of four horizontal lines.

For the Corporation

Handwritten signatures in black ink on a set of four horizontal lines.

LETTER OF UNDERSTANDING #2: CONTRACTING OUT

Issued: 1 November 1999
Revised: 1 April 2002
Revised: 1 April 2005
Revised: 1 April 2008
Revised: 1 April 2011
Renewed: 1 April 2014
Renewed: April 1, 2017
Renewed: 1 April 2020
Renewed: April 1, 2021

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF KITCHENER

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #791

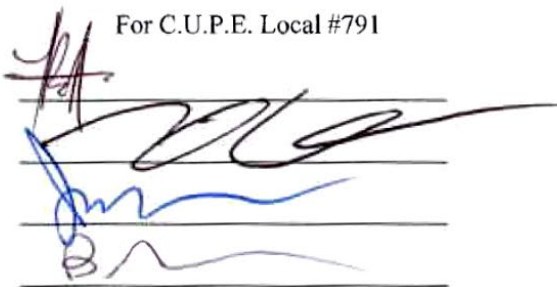
Notwithstanding the Corporation's rights as set out in Article 31, the Parties agree as follows:

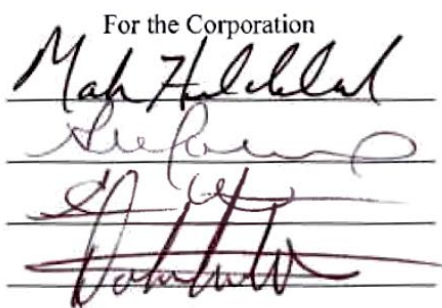
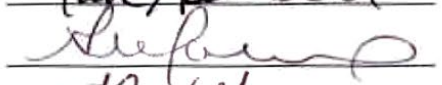
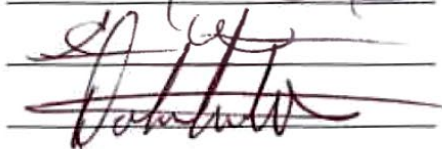
During the life of the current Collective Agreement **April 1, 2021 – March 31, 2025** prior to the Corporation's Management making a recommendation to any Committee of Council (e.g. Finance and Corporate Services) to Contract Out work that currently is being performed by employees in the Bargaining 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.

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

DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791


For the Corporation




LETTER OF UNDERSTANDING #3: SUCCESSOR EMPLOYER

Issued: 1 November 1999
Revised: 1 April 2002
Renewed: 1 April 2005
Renewed: 1 April 2008
Renewed: 1 April 2011
Renewed: 1 April 2014
Renewed: 1 April 2017
Renewed: 1 April 2020
Renewed: 1 April 2021

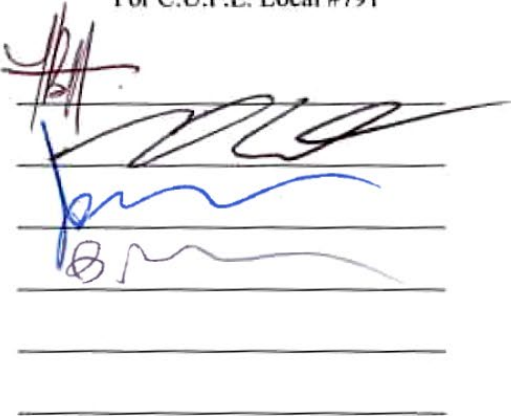
LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF KITCHENER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #791

In order to ensure that procedures are established in the event of a future amalgamation, merger, transfer of operation 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 seven (7) consecutive calendar days of being notified of such transfer be allowed to exercise their bumping rights in accordance with Article 9.

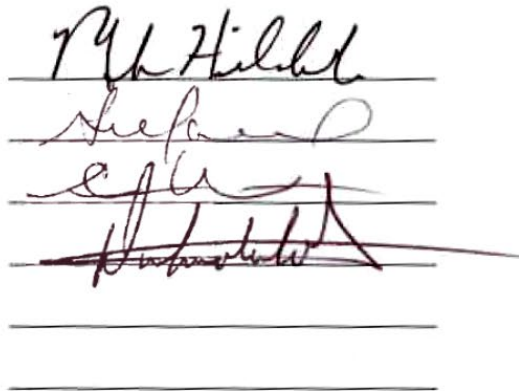
DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791



Handwritten signatures for C.U.P.E. Local #791 on a set of horizontal lines. The signatures are written in black and blue ink.

For the Corporation



Handwritten signatures for the Corporation on a set of horizontal lines. The signatures are written in black ink.

LETTER OF UNDERSTANDING #4: PRESIDENT'S LEAVE

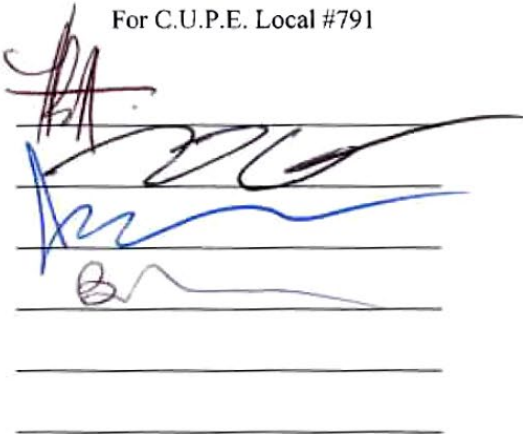
Issued: 1 April 2017
Renewed: 1 April 2020
Renewed: 1 April 2021

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

The parties are agreed that should the Union achieve approval for a union paid leave of absence for the position of Union President that the City shall agree to the leave for a maximum period of the term of the C/A. In addition, the City, at its discretion, may elect to backfill any vacancy due to this leave and the leave will be backfilled for the term of the leave. The Union agrees to supply the City confirmation, in writing, identifying approval of the membership related to the union leave of absence.

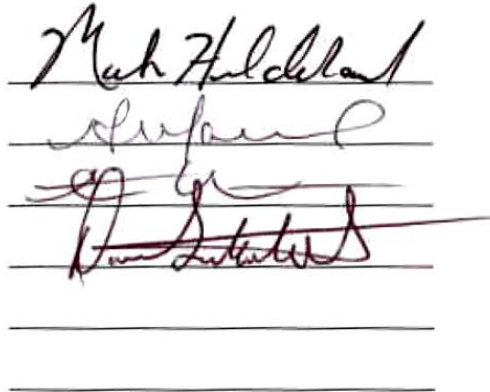
DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791



Handwritten signatures for C.U.P.E. Local #791, including a large signature in blue ink and several smaller signatures in black ink, all written over horizontal lines.

For the Corporation



Handwritten signatures for the Corporation, including a large signature in black ink and several smaller signatures in black and red ink, all written over horizontal lines.

LETTER OF UNDERSTANDING #5: SCHEDULING FOR COMMUNITY CENTRES

Issued: 1 April 2020
Revised: 1 April 2021

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

The parties acknowledge that Article 14 provides that normal daily hours of work for offices, which work a 35 hour week, are 9:00 a.m. to 5:00 p.m., Monday to Friday. The parties further acknowledge that in addition to these core hours, the Community Centres also currently provide valuable services and programming to citizens after 5:00 p.m. and on weekends to meet ongoing community needs.

In consideration of the foregoing and notwithstanding the normal hours of work in Article 14, the parties agree to the following:

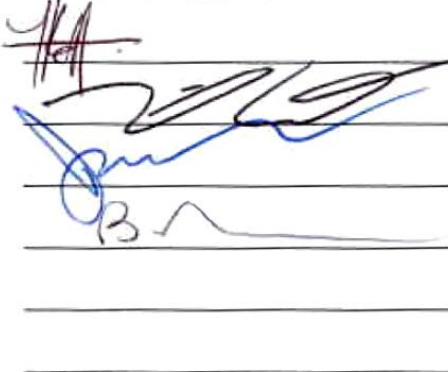
1. That full-time Community Centre staff (Facilitators and Office and Program Assistants) may occasionally be scheduled to work within the capacity of their duties, after 5:00 p.m. and/or on the weekends, to meet specific community service and/or programming needs.
2. Recognizing that at least 24 hours' notice must be given, employees will be provided with seven (7) days' notice for work required on weekends and at least 24 hours' notice for work after 5 p.m. weekday evenings. It is understood that management staff will endeavour to give full-time staff more advanced notice than this if possible. Exceptions to this notice include emergencies and when arranging coverage for other employees who are absent due to sickness or other unanticipated leave.
3. It is understood that no full time employee will be required to work prior to 7:00 a.m. or later than 10:00 p.m.

It is further understood that, on occasion, flexible scheduling arrangements (i.e. split shift) to meet the personal needs of the employee and/or operational needs of the Community Centre, may be implemented where approved through mutual agreement of the employee and the supervisor. In the instance that flexible scheduling arrangements are agreed to, all shift premium, overtime and other provisions of the collective agreement as outlined in 14 continue in force, as applicable in the circumstances, including but not limited to:

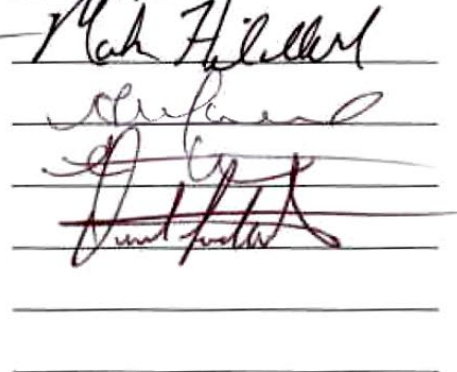
- **Effective 30 days following the date of Ratification** there shall be a shift premium of one dollar and **seventy (\$1.70)** per hour for all hours worked when the majority of the time falls outside the normal daily hours outlined in Clause 14.1.
Effective April 1, 2022 - \$1.85 per hour
- All hours worked beyond 7 hours a day or 35 hours a week are subject to the overtime provision.

DATED AT KITCHENER, This 30 Day of JUNE 2022.

For C.U.P.E. Local #791



For the Corporation



LETTER OF UNDERSTANDING #6: PDQ – JOB EVALUATION

Issued: 1 April 2020

Renewed: 1 April 2021

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

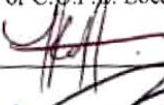

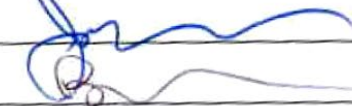

The parties agree that notwithstanding article 30.0, and the Letter of Understanding on Job Evaluation the Job Evaluation Process Review Working Group (“the committee”) has been established through the Labour Management Committee. The committee will consist of three (3) members of Human Resources, three (3) members of the Union and will meet monthly. The Committee meet to resolve mutually agreeable Job Evaluation process improvements. The process improvements include the following:

1. The employer will retain the services of an External Job Evaluation Specialist to draft a Position Description Questionnaire (PDQ) to be used for Job Evaluation and will share the draft with the CUPE members of the Committee no later than September 30, 2020. The Committee will review and agree on a PDQ.
2. The parties further agree that the PDQ will be completed by the employee, submitted to the operating management for review and signature. The PDQ will be provided to the Rating Committee for the purposes of job evaluation.
3. In the event that a discrepancy arises between the written submissions of the employee and the supervisory review, the Job Evaluation Facilitator from Human Resources and the Union JEMC representative will consult with the supervisor and/or employee to obtain clarification prior to submission to the Rating Committee for evaluation.
4. The Rating Committee may seek further clarification regarding the content of the PDQ through questions put to the supervisor or the incumbent.
5. The Human Resources department will prepare job descriptions based on evaluated and approved Position Description Questionnaires. A copy of all approved CUPE job descriptions will be provided to the local CUPE President.
6. The working group will identify any additional training needs to support the implementation of any agreed to process changes. In addition, the working group will identify and develop an implementation plan for ongoing training opportunities for applicable committees and committee members.
7. The working group will have a mutually agreed process and tool for the scheduling of rating committee members.
8. The working group will identify any process changes including review of the terms of reference and the representatives of the parties and make recommendations for JEMC approval.
9. No later than 30 days after mutual ratification, working group meetings will be scheduled to advance the development of the process improvements noted above and to monitor the progress of the working group.

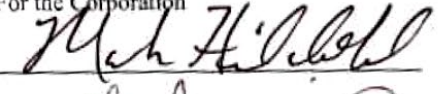


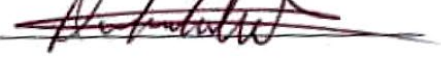
The Manager of Compensation and Benefits will provide regular updates regarding progress made on items to the Job Evaluation Maintenance Committee.

DATED AT KITCHENER, This 30 Day of JUNE 2022.

For C.U.P.E. Local #791

For the Corporation

LETTER OF UNDERSTANDING #7: EARLY RETIREMENT BENEFITS

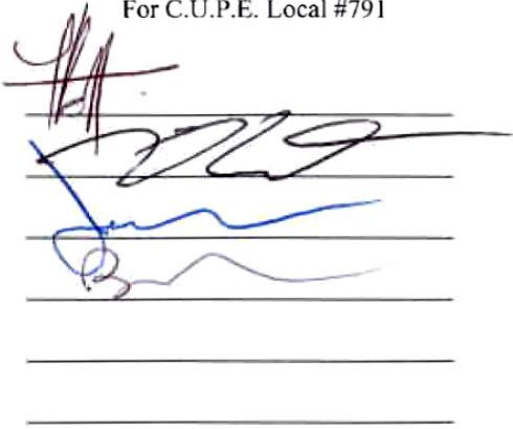
Issued: 1 April 2021

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

The employer agrees to review in 2022 the Appendix F – Early Retirement Benefits and will consult with CUPE # 791.

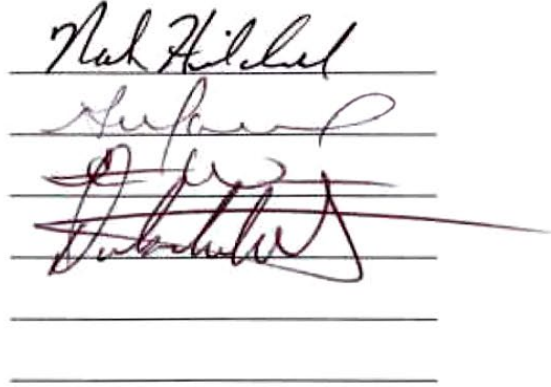
DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791



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For the Corporation



Handwritten signatures in black and red ink on a set of five horizontal lines. The signatures are stylized and difficult to read.

LETTER OF UNDERSTANDING #8: TRIAL OF ADDITIONAL JE PROCEDURE

Issued: 1 April 2017
Renewed: 1 April 2020
Renewed: 1 April 2021

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

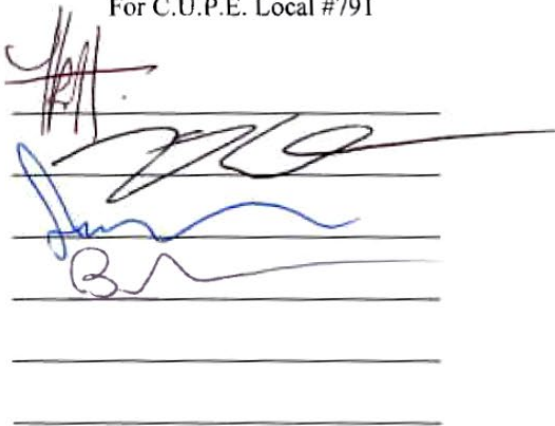
This additional procedure will be added to the existing JE process effective January 1, 2018 and on a trial basis.

If the union representatives on the rating Committee do not agree with the remaining representatives on any factor and as a result agreement cannot be reached, the rating process will be stopped and referred to the Job Evaluation Maintenance Committee (JEMC). JEMC will refer the rating to a second Rating Committee for review. If the second committee cannot reach agreement on any factor, the CUPE JE specialist and a JE expert appointed by the City will review the disputed factor(s). Agreement must be reached upon a result. The result will be referred to JEMC for approval and release to the employee and his/her supervisor. The employee or the supervisor retains the right to access the appeal process.

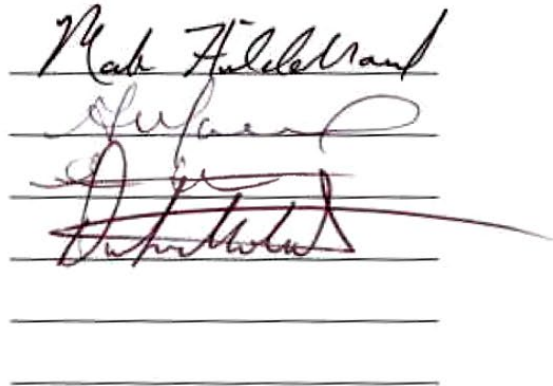
This process change will be in place for the remaining term of the collective agreement on a trial period. The parties agree to meet commencing no later than December 1, 2019 in order to review the trial period results and determine if the process will be incorporated as an agreed change or if other alternatives must be considered for incorporation into the collective agreement effective April 1, 2020.

DATED AT KITCHENER, This 30 Day of JUNE, 2022.

For C.U.P.E. Local #791


The signature block for C.U.P.E. Local #791 contains four horizontal lines. The first line has a signature in black ink. The second line has a signature in black ink. The third line has a signature in blue ink. The fourth line has a signature in black ink. There are two additional empty horizontal lines below the fourth line.

For the Corporation


The signature block for the Corporation contains four horizontal lines. The first line has a signature in black ink. The second line has a signature in black ink. The third line has a signature in black ink. The fourth line has a signature in black ink. There are two additional empty horizontal lines below the fourth line.