

**2022 – 2025 COLLECTIVE AGREEMENT
BETWEEN**



**THE CORPORATION OF
THE CITY OF KITCHENER**

AND



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #68 – MECHANICS UNIT
KITCHENER, ONTARIO**

JANUARY 1, 2022 – DECEMBER 31, 2025

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2022 - 2025 COLLECTIVE AGREEMENT

THIS AGREEMENT MADE

THIS 1st DAY OF January A.D. 2022

BETWEEN:

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

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 68 - MECHANICS UNIT**

(hereinafter referred to as the "Union")

ARTICLE 1: PURPOSE OF AGREEMENT

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

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

ARTICLE 2: RECOGNITION

- 2.1 The Corporation recognizes the Union as the sole Bargaining Agent of all its Fleet Division Certified Motor Vehicle Trade Technicians and related Service Personnel save and except Supervisors, Office Staff and students.

Students may be employed throughout the year to perform vehicle cleaning.

ARTICLE 3: MANAGEMENT RIGHTS

- **3.1** The Union recognizes the right of the Corporation to:

(1) 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.

(2) Hire, maintain order, discipline for Just Cause and to make and alter from time to time, rules and regulations.

(3) The Corporation shall be entitled, in an emergency, to use its supervisory personnel to operate the motor vehicles, and related maintenance duties. In this respect, emergency shall mean a situation where no qualified Bargaining Unit employee is available on site **by process outlined in Article 33.**

(4) The Corporation shall be entitled to temporarily assign employees until such time as the position may be filled.

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

All matters concerning the operation of the Corporation's business not specifically dealt with herein shall be reserved to 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. The Corporation will discuss with the Union all proposed changes in rules and regulations and work unit specific policies directly and only applicable to employees represented by this agreement, thirty (30) calendar days prior to such change(s) taking place, unless an emergency warrants immediate implementation. The Union may respond to such changes within the same thirty (30) calendar days should they wish to do so.

ARTICLE 5: CHECK OFF AND MEMBERSHIP

- 5.1 During the term of this Agreement, there shall be a compulsory check-off of Union dues upon all permanent, part-time and temporary employees of the Corporation to which this Agreement applies.
- 5.2 The amount to be deducted shall be such sum as may from time to time be assessed by the Union on its members according to its Constitution and By-laws.
- The Corporation shall be notified in writing by the Union thirty (30) working days prior to any required change in deductible assessments.
- 5.3 Such deductions will be made by the General Manager of Financial Services and City Treasurer from the payroll weekly, and shall be forwarded to the National Secretary-Treasurer, The Canadian Union of Public Employees, 21 Florence Street, Ottawa, Ontario, K2P 0W6, not later than the 15th day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. A copy of the list shall be sent to the Treasurer of C.U.P.E. Local 68.
- 5.4 The Corporation agrees to include on an employee's T-4 slip for Income Tax purposes the total Union dues paid for the year excluding any initiation fees.
- 5.5 The Union agrees to indemnify and save the Corporation from claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Collective Agreement.

ARTICLE 6: STRIKE AND LOCKOUTS

- 6.1 During the term of this Agreement, the Corporation agrees that there shall be no lockout 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 permanent, temporary and part-time employees.

ARTICLE 7: CORRESPONDENCE

- 7.1 Copies of all resolutions of the Council of the Corporation that affect the employees covered under the terms of this Agreement, and Minutes of regular Council and Committee Meetings, shall be forwarded to the local Unit Chairperson of the Union by the City Clerk.
- 7.2 All correspondence between the Parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Director, Human Resources or Designate for the Corporation and the President of the Local, Unit Chairperson with copies to the Secretary of the Union, and in cases of discipline an electronic copy to the CUPE National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario, N2B 3T2.

The provisions of this Article shall not apply to the Dues Deductions outlined in Article 5. Copies of correspondence relating to the grievance procedure will be dealt with in accordance with Article 10.

ARTICLE 8: LAYOFF AND RECALL

- 8.1 In the event of a layoff, permanent employees shall be laid off by job classification within their Department. The last permanent employee hired in a classification shall be the first permanent employee laid off in that

classification and the last permanent employee laid off in that classification shall be the first permanent employee recalled to that classification subject to clause 29.3

- 8.2 A permanent employee laid off may exercise their bumping rights in any job classification covered by this Collective Agreement having a rate of pay the same as theirs or lower providing they are bumping a permanent employee with less seniority and they presently possess the required skill, qualifications and ability to perform the job they are bumping into with a three (3) working day orientation period and no training.
- 8.3 A permanent employee who is laid off may displace a temporary or part-time employee, provided that the laid off permanent 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 permanent employee's recall rights shall not be affected by the fact that they have displaced a temporary or part-time employee. A permanent employee exercising their bumping rights will retain their rights to recall to their laid off classification.
- 8.4 In the event of a layoff the Corporation shall discuss with the Union the job classifications to be laid off at least thirty (30) days before the effective date of the layoff, and confirm such in writing.
- 8.5 The Union shall be notified in writing of all employees being laid off and recalled.
- 8.6 Seniority protection for the purpose of recall shall be in accordance with Article 29 -Seniority.

ARTICLE 9: UNION REPRESENTATION

- 9.1 The Bargaining Committee of the Union shall be composed of The Local Union President who shall be a City of Kitchener employee, the Local Chairperson, and two (2) representatives. The Union will advise the Corporation of its appointees to the Bargaining Committee.
- 9.2 The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee.
- 9.3 The Union will advise the Corporation of the names of the members of the Grievance Committee. No more than three (3) members of the Grievance Committee shall meet with the Corporation at any one time.
- 9.4 The Union shall have the right at any time to have the presence of a National Representative of the Union when dealing with the Corporation.
- 9.5 All representatives of the Union who are granted time off during their regular work period to adjust a grievance or possible grievance, or meet with Corporation representatives on Union business, or for bargaining for a Collective Agreement, shall be paid for such time at their Basic Hourly Rate, and shift and license premiums, not to exceed their regular daily hours of work.
- 9.6 (1) A Grievance Committeeperson will be released during working hours only for the investigation of grievances or to attend a meeting provided for by this contract.
- (2) If a Grievance Committeeperson wishes to be released to investigate a grievance, they will inform their 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 the section or work area of other than their own, the Grievance Committeeperson will inform that Supervisor of the nature of the grievance they are investigating.

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

(5) The Corporation will pay the Grievance Committeeperson and the aggrieved permanent employee, or one (1) representative in the case of a Group Grievance, at their Basic Hourly Rate for the time spent processing grievances, provided such activity takes place on Corporation premises and that all requirements of this Article have been observed by the Grievance Committeeperson and the aggrieved permanent employee or group representative.

(6) The Grievance Committeeperson will inform the aggrieved permanent employee's Supervisor when the investigation is completed. The Grievance Committeeperson 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 permanent 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 permanent employees involved are working overtime.

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

9.7 The Unit Chairperson or Designate will be relieved from work and allowed forty (40) minutes to acquaint a new employee(s) with the Collective Agreement and the Union's function within one (1) month of the hire date of the new employee(s). The aforementioned forty (40) minutes will be scheduled by the Corporation. If the orientation is scheduled during non-working hours, a maximum of forty (40) minutes straight time hourly rate will be paid.

ARTICLE 10: GRIEVANCE PROCEDURE

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

In this Article a grievance shall consist of a dispute concerning interpretation and application of the terms of this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of this Agreement the question may be taken up through the following steps of the Grievance Procedure and determined if necessary by Arbitration.

In all of the steps where time limits are named as days only, it is agreed that Saturdays, Sundays and paid Specified Holidays except Floater Holidays are excluded.

Step 1

It is understood that a permanent employee has no grievance until they have first given their Supervisor or Designate, as the case may be, an opportunity of adjusting their complaint.

In discussing such complaint, the permanent employee or the Corporation may request the presence of a Union representative.

Such complaint shall be discussed with the Supervisor or Designate, within seven (7) days after the circumstances giving rise to the complaint having occurred, and failing settlement, it may then be taken up as a grievance within five (5) days following communication of the decision to the employee (and union representative as may be applicable) of the Supervisor or Designate.

Step 2

The aggrieved permanent employee shall submit their grievance in writing to the Local Chairperson.

If the Grievance Committee of the Union considers the grievance to be justified, the permanent employee(s) concerned, together with the Grievance Committee, shall first seek to settle the dispute at a meeting with the Director of Fleet or Designate. The written grievance signed by the aggrieved permanent employee(s) must contain the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated.

The Director of Fleet or Designate will deliver their decision in writing within five (5) days following the day on which the grievance is presented to them. The Director of Fleet or Designate will also distribute copies of the original grievance and their answer to the Supervisor concerned and the General Manager concerned.

Failing settlement - then Step 3 may be invoked.

Step 3

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

A meeting will be held within ten (10) days of the receipt of the written grievance at which time the matter will be reviewed. The Manager, Employee Relations or Designate will deliver their decision within five (5) days from the date on which the meeting was held under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Clause 10.3.

- 10.2 A policy grievance arising directly between the Corporation and the Union alleging a violation of this Agreement, in regard to which an individual permanent employee could not grieve, may be originated under Step 3.

Failing settlement under Step 3, it may be submitted to Arbitration in accordance with Article 11.

Such grievance by the Corporation or by the Union as provided in this clause may be lodged at any time within twenty (20) full calendar days after the circumstances giving rise to such grievance occurred or originated.

- 10.3 Failing settlement under the foregoing procedure of any grievance between the Parties, arising from the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitral, such grievance may be submitted to Arbitration, as set forth in Article 11.

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

- 10.4 Replies to grievances shall be in writing at all stages addressed to the Grievance Chair with a copy to the Union President and a copy to the Recording Secretary of the Union. Copies of replies to Step 3 grievances will be sent to the C.U.P.E. National Representative, 1120 Victoria Street N., Suite 204, Kitchener, Ontario, N2B 3T2.
- 10.5 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 permanent employee(s).
- 10.6 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.
- 10.7 Where no answer is given within the time limits specified in the Grievance Procedure, the permanent employee(s) concerned, the Union and the Corporation shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 10.8 The Corporation will supply the necessary facilities for the Grievance meeting.
- 10.9 A grievance arising from a complaint involving more than one (1) permanent employee may be considered a group grievance. The names and payroll numbers of all employees involved will be clearly indicated on the grievance. Either Party may request a representative employee to be present at any step in the Grievance Procedure.
- 10.10 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 Mediator. The Parties will share the cost of the Grievance Mediator on an equal basis.

ARTICLE 11: ARBITRATION

- 11.1 Any dispute or grievance which has been carried through all stages of the Grievance Procedure in accordance with the Collective Agreement and which has not been settled, will be referred to a Single Arbitrator pursuant to the Ontario Labour Relations Act, at the request of either of the Parties hereto, (subject to time limits in Clause 10.3).
- 11.2 The expense of the Arbitrator shall be shared equally between the Parties.
- 11.3 The time limits fixed in both the Grievance and Arbitration Procedure, may be extended by mutual consent of the Parties to this Agreement.
- 11.4 At any stage of the Grievance or Arbitration Procedure, the Parties may have the assistance of the grievor(s) and/or any other relevant 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.
- 11.5 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 existing

provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.

ARTICLE 12: DISCHARGE, SUSPENSION AND DEMOTION OF ANY EMPLOYEE

12.1 The following procedure is meant as a guideline for the Corporation's investigation of alleged misconduct of an employee:

1. When the Division Manager or Designate deems it necessary to interview an employee, the employee will be interviewed in order to ascertain information as well as the employee's views on the matter. Care will be taken to ensure privacy during the interview. An employee required to attend an interview, which may result in disciplinary action for that employee, will be notified of their right to a Union representative.

2. Upon completion of the Corporation's investigation, the employee and the Union will be advised verbally of the conclusion(s) reached.

3. Nothing in this Article shall be construed as restricting the Corporation's right to suspend without pay an employee pending the outcome of an investigation.

12.2 When issuing discipline, verbally or in writing, either as a consequence of Clause 12.1 or otherwise, a Union Representative shall be present.

A copy of such notice shall be forwarded to the President of the Local, Unit Chairperson with copies to the Secretary of the Union, and in cases of discipline an electronic copy to the CUPE National Representative, 1120 Victoria St N, Suite 204, Kitchener, Ontario, N2B 3T2.

Such notice may be given verbally to the employee in question, prior to confirmation in writing as set out above.

12.3 A claim by a permanent employee that they have been unjustly discharged, suspended or demoted, shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the Grievance Procedure within five (5) calendar days after the discharge, suspension or demotion and the first step of the Grievance Procedure will be omitted in any such case.

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

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

(b) Re-instating the permanent 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.

12.4 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.

12.5 In the event that Management receives a letter(s) of complaint which will form the basis of current or future discipline against an employee(s), the employee(s) will be provided with a summary of the allegations.

ARTICLE 13: SPECIFIED HOLIDAYS

13.1 Each permanent and temporary employee covered by this Agreement is entitled to twelve (12) paid Specified Holidays regardless of the day on which the Holiday occurs, and who has worked their regular shift on their regular work day preceding such Holiday and the regular work day succeeding such Holiday, or has obtained authorized leave of absence for such work day, the Corporation has agreed to pay compensation and provided further that such permanent or temporary employee works on such day if they are scheduled to do so.

The Holidays to which this will apply are:

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.

If the Holiday falls within the employee's annual vacation the employee may take an extra day off (lieu day) or extra day's pay, within the same calendar year. The decision as to which shall apply must be made by the employee during the vacation signup.

The individual scheduling of lieu days will be on a first request basis and requires mutual agreement of the employee and the Manager and/or requirements and scheduling priorities.

All permanent and temporary employees covered by this Collective Agreement shall be granted an additional paid holiday called a Floater Holiday. The individual scheduling of this Floater holiday will be on a first request basis and requires mutual agreement of the employee and the respective Manager and/or requirements and scheduling priorities. The following qualifications will apply to the Floater Holiday.

1. It must be taken during the calendar year and may be used in two (2) four hour blocks with such approval subject to operational requirements
2. Failure to take the Floater forfeits all entitlements to the holiday.
3. The Floater holiday will not apply to employees with less than four (4) months of continuous service.

13.2 This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 14: LEAVE OF ABSENCE

14.1 Leave of absence without remuneration will be granted for Union business and may be granted to any permanent employee up to a maximum of three (3) months.

During such leave of absence, no permanent employee may accept employment for wages or salary except with the Union 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.

14.2 (a) Not more than two (2) permanent employees at any one time may be granted unpaid leave of absence to work in an official capacity for the Union for any period up to three (3) months.

(b) Up to four (4) Union members may be granted leave of absence for a period not to exceed seven (7) consecutive calendar days for the purpose of attending to Union Business.

All requests for such leave must be made in writing to the Director of Fleet or Designate with a copy to the Director, Human Resources or Designate, and be signed by the President of the Union or Designate and the permanent employee(s) concerned.

14.3 Notwithstanding the provisions of 29.3(d), unlimited leave of absence without remuneration may be granted by the Corporation to no more than one (1) permanent employee to work in an official capacity in a full-time position as a representative of the Union. All requests for such leave must be made in writing to the Corporation's Director, Human Resources or designate and be signed by the Union and the permanent employee concerned.

14.4 The Corporation may grant leave of absence for any reason it sees fit, but under no circumstances shall a leave of absence be granted for the purpose of engaging in work outside the Corporation's service.

14.5 Pregnancy and/or Parental Leave shall be granted in accordance with the provisions of The Employment Standards Act. During such leave seniority shall continue to accrue but such periods of leave shall not count towards probationary periods, or periods of progression on a pay scale. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental Leave. All other benefits shall be in compliance with The Employment Standards Act.

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

ARTICLE 15: JURY DUTY AND ATTENDANCE IN COURT

15.1 Permanent employees who are required to serve as jurors or subpoenaed witnesses in any Court shall be granted leave of absence for these purposes. Such leave shall not constitute a break in service for the calculation of seniority or sick leave credits. Prior to jury duty or as a subpoenaed witness, such permanent employee shall present to their Department Head, a satisfactory certificate showing the period of such service.

15.2 Such permanent employee will be paid full salary or wages based on their normal scheduled work day for the period of such jury duty or attendance as a witness, provided they deposit with the General Manager of Financial Services and City Treasurer of the Corporation, the full amount of compensation received, less the amount earned on their days of rest, excluding mileage and travelling expenses, and an official receipt therefor.

15.3 The aforementioned compensation is contingent upon the fact that the employee does suffer loss of pay because **they** performed jury or witness duty.

15.4 If a permanent employee is subpoenaed by the City of Kitchener to appear as a witness for or on behalf of the City of Kitchener on a signed for scheduled day off, the employee will be paid up to a maximum of eight (8) hours at their regular wages providing they present to their Director of Fleet a satisfactory certificate showing the period of such service, and further provided they deposit with the General Manager of

Financial Services and City Treasurer of the Corporation the full amount of compensation received from the Court.

The intent of clause 15.4 is that only in instances where the City of Kitchener is subpoenaing the permanent employee will payment be made. If the Subpoena is issued on behalf of anyone else this language does not apply.

ARTICLE 16: BEREAVEMENT PAY

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

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

The immediate family of the employee to be as follows:

Sister, brother, grandchild and grandparent of either the employee or their spouse.

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

The family of the employee to be defined as follows:

Son-in-law, daughter-in-law, and the spouse of either the employee or the employee's **spouse's** brother or sister, aunt or uncle of the employee or employee's spouse .

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

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

One (1) day of the applicable bereavement entitlement may be utilized by the employees, 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.

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

ARTICLE 17: MEDICAL EXAMINATIONS

17.1 Corporation employees who are unable to assume their normal duties on any working day, must notify the Supervisor prior to the commencement of their regular shift. An employee who is absent by reason of illness or injury, may be required to furnish a medical certificate from a duly qualified medical practitioner for each such absence - this certificate to be submitted to the Manager and/or Supervisor by the employee prior to coming to their work assignment. The Employer shall pay 100% of the cost of any such required medical certificate, providing such certificate is satisfactory to the Corporation.

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

If the employee is not satisfied with their rating following such examination, they will have the right to be examined by their own physician. If the report of the employee's physician is contrary to their first report, they will be examined by a third physician satisfactory to both Parties.

The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination.

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

17.3 Permanent employees who are required to undergo a Ministry of Transportation medical in order to maintain a driver's license, and such license classification is a condition of employment, will have the cost of such medical paid for by the Corporation providing the permanent employee elects to have the medical completed by a physician selected by the Corporation.

Permanent employees electing to have the medical completed by their own physician, upon presentation of a receipt of payment will be reimbursed up to the amount the Corporation would have paid should the permanent employee have had the medical completed by the Corporation's physician.

ARTICLE 18: INVESTIGATIONS OF ACCIDENTS

18.1 All employees must complete their initial accident reports at the scene of the accident and complete same within their scheduled hours of work. In certain instances Management will direct that the accident report be completed after their shift at a time outside of normal hours of work in which case the employee will be paid at the appropriate rate of pay, but the report shall still be completed on the Corporation's premises.

One (1) Union representative will be on the Collision Review Board.

ARTICLE 19: LABOUR MANAGEMENT COMMITTEE

19.1 There shall be a Labour Management Committee. The Union shall appoint three (3) members to the Committee.

19.2 The Corporation shall appoint members from its Supervisory Staff as required.

19.3 The Labour Management Committee shall meet once each month.

The Corporation will pay a maximum of two (2) hours per person per month in respect to their attendance at said meeting.

At said meetings of the Labour Management Committee, matters pertaining generally to the welfare of both Parties to this Agreement and improvement in service and operations shall be discussed.

19.4 Matters discussed under this Article shall not be subject to the Grievance or Arbitration Procedure

ARTICLE 20: BULLETIN BOARDS

20.1 Bulletin Boards shall be provided for Union purposes. The Union shall have the right to post general notices of Union activities but shall not post notices of a political or personal nature.

ARTICLE 21: EMPLOYEES

21.1 There shall be various categories of employees. There shall be permanent employees, temporary employees, part-time employees and apprentice employees.

Permanent Employees - shall be any regular full-time employee filling any position covered by and holding seniority rights under the terms of this Agreement.

Permanent employees are the only employees coming within the entire scope of this Agreement.

Part-Time Employees - shall be any employee working regularly for less than twenty-four (24) hours per week.

Part-time employees are within the scope of this Agreement only insofar as basic pay, check off, and the Grievance and Arbitration Procedure in respect to discipline only.

Temporary Employees - shall be any employee working in any position for any period up to ten (10) months. Temporary employees may be posted to a position as a permanent employee at any time during the period of such employment, at the discretion of the Corporation. Any temporary employee retained for a period of more than ten (10) months shall automatically become a permanent employee.

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.

Temporary employees are within the scope of this Agreement only insofar as basic pay is concerned, unless otherwise specified herein.

ARTICLE 22: PAY PERIOD

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

ARTICLE 23: COPIES OF AGREEMENT

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

ARTICLE 24: JOB SECURITY

- 24.1 No employee with more than two (2) years seniority shall be laid off directly as a result of the Corporation exercising its right of contracting out.

The Corporation will re-assign any employee so affected without loss of seniority and, if required, "pink-circled" at existing hourly rates. For purposes of this Clause, "pink circling" is defined as the employee receiving 50% of any negotiated economic increases.

ARTICLE 25: VEHICLE SAFETY

- 25.1 It is to the advantage of both the Corporation and the employees that employees should not operate vehicles which are not in a safe operating condition and which are not equipped with safety appliances required by law. It shall be the duty of employees to report promptly in writing to the Corporation all defects in equipment. It shall be the duty of the Corporation to maintain all vehicles in a safe operating condition and in accordance with the law. It shall be a violation of this Agreement if an employee refuses to operate equipment unless such refusal is justified under the Occupational Health and Safety Act and/or the Highway Traffic Act.

ARTICLE 26: EMPLOYMENT BENEFIT PROGRAM

- 26.1 Each permanent employee shall be entitled to pension and sick leave payments as provided for in the By-Laws of the Corporation.

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

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

- 26.2 An outline of the Hospital and Medical Care Plans, Group Life Insurance, Basic Dental Plan, Extended Health Care, Long Term Disability Plan, Workplace Safety Insurance Benefits, Sick Leave and Pension benefits is contained in Appendix "B" attached hereto and forming part of this Agreement.

ARTICLE 27: HEALTH AND SAFETY

- 27.1 The Corporation and the Union agree to maintain Joint Health and Safety Committees whose composition and duties will be in accordance with the Terms of Reference for the Structure and Function of the Joint Health and Safety Committees as approved by the Ministry of Labour. The Corporation will pay the cost of legislated certification training for one (1) Union Health and Safety Committee member.

- 27.2 The Corporation agrees to act in compliance with the Occupational Health and Safety Act including the right to refuse work provisions.

- 27.3 All employees and the Union shall cooperate with the Corporation to the fullest extent in the maintenance of safety appliances, sanitary and health conditions and the observance of all safety practices.

- 27.4 The Corporation will endeavour at all times to provide safety appliances, in accordance with the Provincial Labour Laws, and sanitary conditions consistent with standard industrial practice.
- **27.5** The Corporation agrees to reimburse full time employees up to **two hundred and fifty dollars (\$250)** effective January 1, **2022**; **two hundred and seventy-five (\$275)** effective **January 1, 2023**; and **three hundred (\$300)** effective **January 1, 2024** annually for the purchase of safety footwear that is in compliance with the Corporation's Safety Footwear Policy. Employees **will be provided with a voucher from their supervisor and** may purchase multiple pairs of boots for themselves only, with a single voucher/purchase.
- 27.6 Permanent and temporary employees shall, at the discretion of the Corporation, be either supplied with, or have made available for use when required, personal protective equipment such as safety gloves, galoshes, hard hats, no-prescription safety glasses or rainwear. Worn items will be replaced upon exchange.

ARTICLE 28: PROBATION OF EMPLOYEES

- 28.1 All persons hired to be permanent employees shall be on probation for ninety (90) actual days worked inclusive of any specified Holidays. The Corporation may terminate a probationary employee for any reason and no disputes as to the discharge of any such employee shall be considered under the Grievance Procedure, or otherwise.

In the event that a temporary employee who has served at least six (6) continuous months service is hired permanently into the same classification without a break in service, they will be credited with their probationary period.

ARTICLE 29: SENIORITY

- 29.1 A seniority list shall be compiled no less than once per month and each permanent employee shall be placed thereon upon completion of their probationary period in accordance with their term of continuous service with the Corporation from the employee's last starting date. Copies of said seniority list will be forwarded to the Recording Secretary and the Unit Chairperson of the Union.

Where more than one employee has a common seniority date, the greater seniority shall be determined by a random lot draw supervised and conducted by the Union at commencement of full-time employment.

- 29.2 (a) When a permanent vacancy occurs on any shift, the permanent employee with the most seniority on any shift shall be given the option for transfer to the permanent vacancy within their occupation. The transfer will become effective as soon as a replacement becomes available, or at such earlier date deemed suitable by the Corporation.
- (b) Permanent employees hired for the night shift may be permitted a minimum of two (2) weeks and up to a two (2) month trial period on the day shift before being assigned to the night shift, and during such trial period, no permanent employee, as a result thereof, will be displaced from their assigned shift.
- (c) When appointing an employee to a temporary work assignment necessitated by fluctuating workload, a notice of such temporary work assignment will be posted. Due regard will be paid to seniority between qualified applicants when such an appointment is made.

The above will apply only to temporary work assignments of more than sixty (60) working days duration.

If there is a preferred shift involved such as days, first consideration must be given to qualified employees by seniority.

(d) An employee covered by C.U.P.E. Local 68 Civic Employees Collective Agreement who is selected for a position covered by the C.U.P.E. Local 68 Mechanics Collective Agreement shall receive full credit for all seniority earned in the Civic Employees Bargaining Unit.

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

(a) Voluntary resignation;

(b) Discharge for Just 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 (1/2) 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) Subject to the provisions of Article 14 herein, continuous non-employment for any reason not identified above, for a period of time equal to one-half (1/2) the length of their seniority at the time the absence commenced or for a period of twelve (12) months, whichever is the lesser;

(e) Failure to signify intention to return to work after recall from layoff within seven (7) calendar days following proper notification by the Corporation by Registered Mail sent to the permanent employee at the last address provided by the permanent employee to the Corporation, and failure to return to work after an additional seven (7) calendar days following such notification.

If a permanent employee notifies the Corporation within said seven (7) calendar days that they are unable to return to work within the prescribed time for a legitimate reason, their name will not be struck from the seniority list. Their name, however, may be passed over and the next in line of seniority may be recalled.

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

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

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

29.4 If any permanent employee having served their probationary period becomes disabled and unable to continue in their regular job, then preference will be given to them in filling any other job vacancy for which they have the skills, qualifications and abilities to fill at the prevailing rate for the new job within the Bargaining Unit.

29.5 A permanent employee, transferred or promoted to a position outside of the Bargaining Unit but within the Fleet Department shall continue to accumulate seniority the same as if they were

working at the job at which they were working when so transferred for a period of six (6) calendar months, unless prior to the expiration of six (6) calendar months they are returned to the Bargaining Unit, in which case the Union shall be advised in writing a minimum of forty-eight (48) hours prior to their return.

If a promoted or transferred permanent employee returns to their former position within the six (6) month period referred to above they shall be placed at the bottom of the seniority list for work preference until the next signup.

A permanent employee temporarily acting in a supervisory position shall continue to accumulate seniority, and any disciplinary action, with respect to such permanent employee, shall be subject to the Grievance Procedure.

ARTICLE 30: JOB POSTING

30.1 With respect to positions the Corporation shall post a notice of the vacant position(s) covered by this Agreement, five (5) calendar days prior to filling any vacancy in respect to a permanent position covered by this Agreement. A copy of said job posting shall be forwarded to the Union.

If a position is posted and subsequently filled from outside the Bargaining Unit, by a probationary employee, that position need not be reposted for a period of three (3) months, from the date of the expiration of the posting.

In the event said probationary employee terminates prior to the expiration of the three (3) month period, the Corporation shall not be required to repost the position when recruiting for said position.

Such notices or permanent job postings shall contain the following information:

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

Any application for a posted position shall be in writing and shall be addressed to the Corporate Human Resources and be signed by the applicant and delivered to the said office on or before the date specified in the posting. Permanent employees covered by the C.U.P.E 68 Civic Workers' Collective Agreement shall be allowed to apply for positions covered by the C.U.P.E. 68 Mechanics Unit Collective Agreement. Subsequent to interviewing qualified Bargaining Unit employees for vacancies, qualified permanent employees covered by the C.U.P.E. 68 Civic Workers' Collective Agreement who apply for a position will be considered.

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

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

30.3 The Union shall be advised in writing as to the outcome of all job postings and appointments, cancellations or changes, within seven (7) calendar days from date of occurrence. An objection by an applicant to a selection for a job posting shall be construed as a grievance and shall be dealt with in accordance with the Grievance Procedure.

30.4 The Union shall be notified in writing of all appointments, promotions, hiring, layoffs, rehiring, and terminations of employment.

30.5 A vacancy for a Supervisor shall be posted for a period of seven (7) calendar days. The Corporation shall give first consideration to applicants from Fleet Department; however, the Corporation shall not be obligated to select a Supervisor from the applications submitted.

An objection by the Union to the outcome of this selection process as outlined in this Clause cannot be processed through the Grievance and Arbitration Procedure.

***30.6 Following the closing of a job posting, the union will be provided with the names of permanent full time bargaining unit members, temporary employees, and CUPE Local 68 employees (including temporary employees) who submitted applications for the position posted.**

ARTICLE 31: VACATIONS

31.1 The qualifying year shall be from November 1st to October 31st and the vacation year shall be from January 1st to December 31st.

31.2 Eligibility for paid vacations shall be determined on November 1st of each year, and shall be on the following basis.

Effective with vacation to be taken after January 1, 2010

Less than 1 year	1 day per completed month of service (max. ten (10) days)
Not less than 1 year But less than 3 years	2 weeks
Not less than 3 years But less than 9 years	3 weeks
Not less than 9 years But less than 15 years	4 weeks
Not less than 15 years But less than 23 years	5 weeks
Not less than 23 years But less than 30 years	6 weeks
Not less than 30 years	7 weeks

**** 31.3** Vacation pay shall be made at the rate of two percent (2%) of the employee's gross earnings as defined below for the vacation year for each week of vacation entitlement or at the employee's current basic rate of pay as of the end of the vacation year (October 31st) plus shift premium if applicable, whichever is the greater.

For purposes of clarification of gross earnings, it shall consist of pay for the Specified Holidays, and shift premiums in addition to gross hourly wages earned including overtime.

Vacation pay-up will be paid on the last pay **issued in** November of each year.

- 31.4 Employees shall receive forty (40) hours of pay for each week's vacation to which they are entitled.
- 31.5 When the employment of an employee is terminated, they shall be paid a proportionate amount of salary or wage for unused or accrued vacation credits.
- 31.6 Vacations must be taken within the twelve (12) month period following the year in which they were earned and shall not be accumulated.
- 31.7 A vacation schedule shall be posted by the Division Manager on March 1st or within seven (7) days thereafter in each year, and permanent employees shall arrange with the Manager in person or by proxy, to indicate on the schedule their vacation periods (to be settled by way of seniority). The vacation schedule shall be completed by all permanent employees on or before April 1st in each year.
- ** 31.8** Employees entitled to four (4) or more weeks' vacation may be granted the privilege of carrying two (2) weeks' vacation to the next vacation period. **Employees entitled to three (3) weeks' vacation may be granted the privilege of carrying one (1) week of vacation to the next vacation period.** Requests shall be made in writing to the Director of Fleet by no later than **November 1st**. Granting of such requests will be at the sole discretion of Management.

Where such permission is granted, the week(s) **that have been approved for** carry-over must be signed for in accordance with the normal vacation sign-up procedure the next vacation sign-up.

- 31.9 Subject to the provisions of this Article, all vacations shall be scheduled by the Corporation, having regard to seniority and the work and service required to be done and provided.
- 31.10 Vacation pay shall be paid by the Finance Department in accordance with the vacation schedule completed by permanent employees in accordance with Clause 31.7.
- Accordingly any changes made in such schedule thereafter must be provided to the City Finance Department at least three (3) weeks prior to the date the vacation pay is required - all vacation cheques to cover the pay period falling within the vacation period only.
- 31.11 This Article does not apply to employees in receipt of Long Term Disability Benefits.

ARTICLE 32: HOURS OF WORK AND OVERTIME

- 32.1 The standard work week for permanent or temporary employees shall be forty (40) hours over five (5) days within any seven (7) consecutive day period. It is understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to days of work per week nor as guarantee of working schedules. Seven (7) consecutive calendar days' notice in advance of shift change shall be provided.
- 32.2 Permanent and temporary employees will be provided with a paid twenty (20) minute break during the middle section of their shift in addition to a ten (10) minute rest period during the first half of their shift. Rest and break periods will be taken on the job site unless otherwise authorized by Management.
- 32.3 Permanent and temporary employees shall be paid at the rate of time and one-half (1 1/2x) for all Work performed in excess of eight (8) hours in any one day.

- 32.4 (a) Permanent and temporary employees shall be paid at the rate of time and one-half (1 1/2x) for all hours worked on their first regularly scheduled day off in the work week.
- (b) Permanent and temporary employees shall be paid at the rate of double time (2x) for all hours worked on their second regularly scheduled day off in the work week.
- 32.5 Any work which may require a permanent or temporary employee to work on their day off and which may require the payment of an overtime rate, shall be allocated between such employees equitably. The Corporation shall permit the Local President of the Union or the Local Chairperson to make a weekly inspection of a record of the allocation of such overtime.
- 32.6 Work performed on Specified Holidays will be paid at time and one-half (1 1/2x) the basic rate plus the regular day's pay for the Holiday.
- Work performed after 12:00 P.M. on Christmas Eve and New Year's Eve will be paid at the rate of time and one-half (1 1/2x) the basic rate. No other holiday bonus will be paid on Christmas Eve or New Year's Eve.
- A permanent employee who is scheduled to work on a Specified Holiday will be paid at time and one-half (1 1/2x) the basic rate plus the regular day's pay for the holiday.
- A permanent employee who is not scheduled to work but is called in on a Specified Holiday will be paid at double time (2x) the basic rate plus the regular day's pay for the holiday.
- ** 32.7** Employees scheduled for "stand-by call" for a weekend of two to four (2-4) consecutive days shall receive **forty dollars (\$40.00)** per day for such duty and in addition all employees when called out on emergency call to be paid a minimum of two (2) hours at the appropriate overtime rate.
- ** 32.8** **As an alternative to receiving payment for overtime worked**, an employee may choose to **bank** lieu time at the applicable overtime rate to be taken off at a time mutually agreeable to the employee and employee's immediate Supervisor. **Accrual of hours will not exceed eighty (80) hours in any given period.**

ARTICLE 33: CALL-IN AND CALLBACK

- 33.1 A permanent or temporary employee shall be deemed to have been called-in or called-back when they received notice of work to be performed after they have left the Corporation's premises.
- A permanent or temporary employee called-back on one of their regularly scheduled work days, or if called in to work on one of their days of rest or Specified Holidays, shall be given a minimum of four (4) hours work or four (4) hours pay.
- 33.2 Call-ins or call-backs under this Article shall be subject to appropriate overtime provisions.
- 33.3 Employees who are unable to assume their normal duties on any shift, must notify as set out below as soon as possible with a minimum of one (1) hour notice prior to the commencement of their regular shift. It is acknowledged that from time to time an employee may not be able to meet this one (1) hour notice requirement due to immediate and exceptional circumstances.
- Employees are required to leave notice of absence by contacting the Corporate Contact Centre (CCC). In addition, employees will be required to call in to their supervisor or designate during their regular shift that

day. In the case of night shift, the employee will call the day shift supervisor or designate no later than the following day shift.

An employee who is absent from work is required to notify their Supervisor no less than the day immediately prior of their expected date of return to work.

ARTICLE 34: SHIFT PREMIUM

- ** 34.1** A per hour premium will apply where the major portion of the shift falls between 3:00 p.m. to 11:00 p.m. as follows:

January 1, 2022: \$1.40/hour

January 1, 2023: \$1.45/hour

January 1, 2024: \$1.65/hour

January 1, 2025: \$1.85/hour

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

January 1, 2022: \$1.75/hour

January 1, 2023: \$1.85/hour

January 1, 2024: \$2.05/hour

January 1, 2025: \$2.20/hour

Where overtime is worked, the shift premium shall be paid only for actual hours worked.

- 34.2 The above noted shift premiums, calculated on regular hours only, will be included in the calculations of contributory earnings in the O.M.E.R.S. pension plan subject to applicable regulations.

**** 34.3** Meal Allowance

An employee who works two (2) or more hours continuous with the regular working day shall be eligible or a meal allowance of **twelve dollars (\$12.00)**.

An employee who is called into work on any of their scheduled days of rest and works more than five (5) continuous hours shall be eligible for a meal allowance of **twelve dollars (\$12.00)**. Payment of this allowance shall only apply once per call-in.

ARTICLE 35: TOOLS

- ** 35.1** The classifications of permanent employees who qualify for an annual allowance of seven hundred and fifty dollars (\$750.00) and effective **January 1, 2023, nine hundred dollars (\$900.00)** subject to the conditions in Clause 35.2 are Certified Motor Vehicle Trade Technicians, Licensed Bodypersons, and Licensed Small Equipment Repairpersons, **Welder Fabricators and Registered Apprentice Motor Vehicle Technician.**

The classification of permanent employees who qualify for an annual allowance of five hundred dollars (\$500.00) and effective **January 1, 2023, five hundred and fifty dollars (\$550.00)** subject to the conditions

in Clause 35.2 are Service Attendants who are requested by Management to provide a complement of hand tools to perform their daily work.

- 35.2 The annual tool allowance for qualified employees will be paid on the first pay cheque issued in March. It is the expectation that each employee will maintain a minimum standard tool complement.

ARTICLE 36: CLOTHING SUPPLIED BY THE CORPORATION (UNIFORMS)

- 36.1 All permanent employees will select their clothing issue using the Annual Uniform Clothing Order Form. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. Effective January 1, 2017, the total points available on an annual basis will be 277 points. One point equals one dollar. Points will be adjusted once annually based on the previous year's percentage clothing cost increase or decrease as determined and communicated by the vendor.

Unused points cannot be carried forward from year to year.

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

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

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

The only hats that are to be worn will be those authorized by the operating departments.

When wearing the uniform, it is understood that the outer layer of clothing that is worn by the employee will always be the City issued clothing. If there is the need for layering of clothing, those layers (such as turtlenecks, additional sweaters) will be worn underneath of the Uniform Standard issue.

The Uniform Standard issue is identified in the Annual Uniform Clothing order form.

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

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

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

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

- ** 36.2 All employees shall be supplied clean garment service by the Corporation. Total provided garments is eleven (11) pairs. One (1) pair of coveralls is equivalent to one (1) pant/shirt combination. The composition of the allotment is up to each individual. The laundering service is on a weekly rotation.**
- 36.3 Two (2) members of the Mechanics Unit will sit on the Corporation's Joint Clothing Committee. This Clothing Committee has been established to resolve clothing issues that are not cost related, on an ongoing basis.
- 36.4 Wearing of City-issued and approved clothing while on duty is a condition of employment. Failure to comply may result in progressive disciplinary action.

Uniform Standard

Shirt - Any style listed on Appendix D. Pants long or short.

Standard colour determined by Operating Management.

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

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

ARTICLE 37: EMPLOYEES

- 37.1 Apprentice Employees - The Corporation and the Union agree that the Corporation may institute a program of apprenticeship in all trades for which an Apprentice Training Program has been established by the Province of Ontario and that the provisions of any other regulatory bodies shall apply.
- The Union will be advised when an apprenticeship position is created and/or filled. The Lead Mechanics and Supervisor will have responsibility for assigning duties to meet the apprenticeship requirements. This may include being assigned to work with various technicians.
- 37.2 Pay rates whilst serving their apprenticeship will be in accordance with Section "C" of Appendix "A".
- 37.3 It is understood that after an Apprentice has successfully served their apprenticeship with the Corporation and becomes qualified in their trade, then they will receive the pay rate for their Licensed Job Title. However, they must accept whatever position is available within their Job Title, regardless of shift.
- 37.4 It is further understood and agreed that an Apprentice will not have any job posting privileges while they are an Apprentice. However, their seniority (including their time in school) will apply, so as to entitle them to Employee Benefits and in the event that they become qualified and licensed and stay on as a Corporation employee as aforesaid, all their seniority from the inception of their apprenticeship shall be credited to them

ARTICLE 38: WAGE RATES

- 38.1 The new wage rates and job titles for the duration of this Agreement will be set forth in Appendix "A" and shall form part of this Agreement

38.2 When an employee is transferred, they shall be paid when transferred to a higher classification at least the minimum of the new classification but in no event shall they receive a rate less than the rate they were receiving immediately prior to their transfer.

When transferred to a lower classification their rate of pay will not be changed, unless such transfer is as a result of an employee request or an accommodation, then the job rate will apply.

ARTICLE 39: TRAINING

39.1 Each permanent employee shall annually complete twenty four (24) hours of field related training for those holding a certificate of qualification, plus up to sixteen (16) hours of self-directed learning (for all fleet staff). Specific training will be determined in consultation with the unit manager and such training shall be paid for by the Corporation. The employee will be paid a regular day's wages (or part thereof should the training be less than a full day) for attending such training. Incidental expenses incurred by the employee, such as mileage, shall be reimbursed at established corporate rates.

ARTICLE 40: TERMS OF AGREEMENT

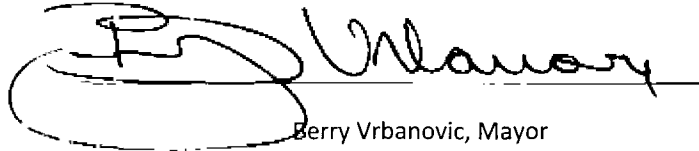
****** 40.1 This Agreement shall become effective as of 12:01 A.M. on January 1, **2022** and shall remain in full force and effect until midnight December 31, **2025**, and thereafter it shall automatically be renewed from year to year unless in any year either Party gives notice in writing to the other Party of its desire to terminate, revise or amend it.

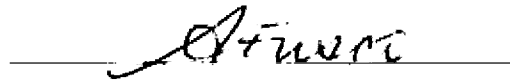
Such notice shall be given not earlier than ninety (90) days and not later than thirty (30) days before the expiry date of this Agreement, or of any subsequent period in which this Agreement remains in force. Any changes which may be deemed necessary in this Agreement may be made at any time upon mutual consent during the existence of this Agreement or any renewal thereof.

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


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

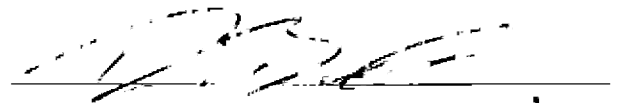
The Corporation of the City of Kitchener



Berry Vrbanovic, Mayor


Amanda Fusco, City Clerk

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


Bob Underwood, President


Ryan Bester, Unit Chair


Tim Paulitzki, Chief Steward

****APPENDIX "A"**

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

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

(2.25% INCREASE ACROSS THE BOARD)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Labourer	24.85	26.02	27.17
Automotive Service Attendant	27.05	28.31	29.28
Licensed Small Equipment Repair	28.73	29.96	31.18
Welder Fabricator	29.82	31.08	32.35
Licensed Automotive Body & Collision Repair	31.65	32.99	34.34
Licensed Technician 1 – 310S	32.15	33.68	35.20
Licensed Technician 1 – 310T	32.55	34.09	35.63
Licensed Technician 2 with two licenses: (310S and 310T)	34.89	36.54	38.20
Licensed Technician 3 with three licenses: (310S and 310T plus one of the following Motive Power Grade Certifications: 310B License Auto Body & Collision Repair; 282E Powered Lift Truck Technician; 425A Agricultural Equipment Technician; 435A Small Engine Technician; 421C Turf Technician; 421A Heavy Duty Equipment Technician. ** Motorcycle Technician 310G	35.34	37.01	38.69

2022 - 2025 C.U.P.E 68 – Mechanics Unit Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

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

(2.25% INCREASE ACROSS THE BOARD)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Labourer	25.41	26.61	27.78
Automotive Service Attendant	27.66	28.95	29.94
Licensed Small Equipment Repair	29.38	30.63	31.88
Welder Fabricator	30.49	31.78	33.08
Licensed Automotive Body & Collision Repair	32.36	33.73	35.11
Licensed Technician 1 – 310S	32.87	34.44	35.99
Licensed Technician 1 – 310T	33.28	34.86	36.43
Licensed Technician 2 with two licenses: (310S and 310T)	35.68	37.36	39.06
Licensed Technician 3 with three licenses: (310S and 310T plus one of the following Motive Power Grade Certifications: 310B License Auto Body & Collision Repair; 282E Powered Lift Truck Technician; 425A Agricultural Equipment Technician ; 435A Small Engine Technician; 421C Turf Technician; 421A Heavy Duty Equipment Technician. ** Motorcycle Technician 310G	36.14	37.84	39.56

2022 - 2025 C.U.P.E 68 – Mechanics Unit Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

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

(2.25% INCREASE ACROSS THE BOARD)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Labourer	25.98	27.21	28.41
Automotive Service Attendant	28.28	29.60	30.61
Licensed Small Equipment Repair	30.04	31.32	32.60
Welder Fabricator	31.18	32.50	33.82
Licensed Automotive Body & Collision Repair	33.09	34.49	35.90
Licensed Technician 1 – 310S	33.61	35.21	36.80
Licensed Technician 1 – 310T	34.03	35.64	37.25
Licensed Technician 2 with two licenses: (310S and 310T)	36.48	38.20	39.94
Licensed Technician 3 with three licenses: (310S and 310T plus one of the following Motive Power Grade Certifications: 310B License Auto Body & Collision Repair; 282E Powered Lift Truck Technician; 425A Agricultural Equipment Technician ; 435A Small Engine Technician; 421C Turf Technician; 421A Heavy Duty Equipment Technician. ** Motorcycle Technician 310G	36.95	38.69	40.45

2022 - 2025 C.U.P.E 68 – Mechanics Unit Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

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

(1.00% INCREASE ACROSS THE BOARD)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Labourer	26.24	27.48	28.69
Automotive Service Attendant	28.56	29.90	30.92
Licensed Small Equipment Repair	30.34	31.63	32.93
Welder Fabricator	31.49	32.83	34.16
Licensed Automotive Body & Collision Repair	33.42	34.83	36.26
Licensed Technician 1 – 310S	33.95	35.56	37.17
Licensed Technician 1 – 310T	34.37	36.00	37.62
Licensed Technician 2 with two licenses: (310S and 310T)	36.84	38.58	40.34
Licensed Technician 3 with three licenses: (310S and 310T plus one of the following Motive Power Grade Certifications: 310B License Auto Body & Collision Repair; 282E Powered Lift Truck Technician; 425A Agricultural Equipment Technician ; 435A Small Engine Technician; 421C Turf Technician; 421A Heavy Duty Equipment Technician. ** Motorcycle Technician 310G	37.32	39.08	40.85

2022 - 2025 C.U.P.E 68 – Mechanics Unit Collective Agreement

2022- 2025 JOB TITLES AND HOURLY WAGE RATES

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

(1.25% INCREASE ACROSS THE BOARD)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Labourer	26.57	27.82	29.05
Automotive Service Attendant	28.92	30.27	31.31
Licensed Small Equipment Repair	30.72	32.03	33.34
Welder Fabricator	31.88	33.24	34.59
Licensed Automotive Body & Collision Repair	33.84	35.27	36.71
Licensed Technician 1 – 310S	34.37	36.00	37.63
Licensed Technician 1 – 310T	34.80	36.45	38.09
Licensed Technician 2 with two licenses: (310S and 310T)	37.30	39.06	40.84
Licensed Technician 3 with three licenses: (310S and 310T plus one of the following Motive Power Grade Certifications: 310B License Auto Body & Collision Repair; 282E Powered Lift Truck Technician; 425A Agricultural Equipment Technician ; 435A Small Engine Technician; 421C Turf Technician; 421A Heavy Duty Equipment Technician. ** Motorcycle Technician 310G	37.79	39.57	41.36

	Section "B"		
	Start Rate	3 Month Rate	6 Month Rate
Apprentice	60%	65%	75%
After successful completion of the 1 st school term (80%)			
After successful completion of the 2 nd school term (85%)			
After successful completion of the 3 rd school term (90%)			

Pre-qualifications would include successful completion of the G.A.T.B. test or equivalent. Corporation would pay up to 50% of the apprentice's wages while attending trade school.

Apprentice employees shall be allowed to make up the balance by working such hours providing they are worked within the same period.

All percentages are based on the applicable trade.

TEMPORARY AND PART-TIME PERSONNEL

Pay hourly rates as per job classifications.

**LEAD MECHANIC (LEAD HAND)

Permanent Lead Mechanics will be paid a rate of **two dollars and seventy-five cents (\$2.75)** per hour above their basic rate as set out in Appendix "A." This established rate will then become their hourly rate of pay.

Temporary Lead Mechanics will be paid a rate of **two dollars and seventy-five cents (\$2.75)** per hour above their basic rate while so occupied.

CERTIFICATION

Permanent employees who are employed in categories requiring Province of Ontario Certification in the various Motor Vehicle repair fields will be reimbursed by the Corporation for one-hundred percent (100%) of the Certification renewal fee, upon the employee presenting evidence of payment to the Province of Ontario.

****APPENDIX “B”**

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

PERMANENT EMPLOYEE BENEFIT PROGRAM

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

a) EQUIVALENT TO SUN LIFE EXTENDED HEALTH PLAN

**** Vision Care** (eyeglasses, contact lenses, laser surgery):

\$500 per family member every twenty-four (24) months.

Vision test paid by the carrier maximum **\$125** every twenty-four (24) months, except where a physician requires such test to be conducted in a period more frequent than once every twenty-four (24) months

Hospital coverage:

Semi-private hospital coverage

****Para-medical Benefit** (registered masseur, physiotherapist, chiropractor, osteopath, Chiropodist, podiatrist, **acupuncturist**, or naturopath):

Effective the first of the month following mutual ratification:

\$1500 maximum per covered person in a calendar year for any combination of the following practitioner services: registered masseur, physiotherapist, chiropractor, osteopath, chiropodist, podiatrist, or naturopath **acupuncturist**. **Effective January 1, 2023 entitlement increases to \$1550, effective January 1, 2024 entitlement increases to \$1600, and effective January 1, 2025 entitlement increases to \$1700.**

All coverage's are from the first dollar.

Psychologist:

Effective April 1, 2019:

\$1000 maximum per covered person in a calendar year with no maximum per visit.

Hearing Aid Benefit: \$1500/36 months

Audiology test paid by the carrier, maximum of \$100.00 every three years.

Specialized Lab Tests

Full payment of the following lab tests:

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

b) GROUP LIFE INSURANCE PLAN

Equivalent to 200% of annual earnings to the nearest \$500.00. Life Insurance coverage is not extended to include dependents.

c) DENTAL PLAN

Equivalent to Liberty Health Dental Plan #9. Current O.D.A. Fee Schedule

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

** Major Restorative: 50% co-insurance **\$2,000** lifetime maximum.

d) LONG TERM DISABILITY INSURANCE PLAN (L.T.D.) (equivalent to the policy with the present Insurance Carrier) 70% of monthly gross earnings to a maximum of **\$4,000 (effective January 1, 2023), then \$4,500 (effective January 1, 2025).

SICK LEAVE PLAN

Sick Leave Benefits - as specified in the City's By-Law #2008-018.

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

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

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

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

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

PENSION PLANS

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 percent (2%) of the average of an employee's highest sixty (60) consecutive months of earnings for

service after enrolment in O.M.E.R.S. times years of credited service after enrolment in O.M.E.R.S. integrated with the Canada Pension Plan.

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

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

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

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

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

WORKPLACE SAFETY & INSURANCE BENEFITS

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 & Insurance Board of Ontario, the Corporation shall pay to such employee an amount equal to ninety percent (90%) of their average weekly earnings minus the amount of total temporary disability payments from the Workplace Safety & 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 & Insurance Act and the regulations thereunder.

APPENDIX “C”

1. LEAD MECHANIC

a) Permanent Lead Mechanics:

The City may create Permanent Lead Mechanic positions. Such positions shall be posted in accordance with Clause 30.1 and selected in accordance with Clause 30.2 from amongst permanent employees.

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

b) Temporary Lead Mechanics:

Where the City determines that there is a need to fill a temporary vacancy created by a Permanent Lead Mechanic absence owing to accident, injury, illness, vacation, leaves of absence, and temporary transfer, the provisions of Section 2.a) below shall apply.

Where the City determines that there is a need to assign an employee as a Temporary Lead Mechanic (i.e. not filling a vacancy but as an addition to the complement of regular lead mechanics in a regular lead mechanic classification), the provisions of Section 2.a) below shall apply.

c) Permanent and Temporary Lead Mechanics shall not be utilized to perform any supervisory duties outside the jurisdiction of the Collective Agreement and this Clause or act in a capacity of replacing a supervisor.

2. SELECTION AND DUTIES OF A TEMPORARY LEAD MECHANIC

a) Where the Fleet Management has determined that a Temporary Lead Mechanic is required, the appointment shall be made using the criteria set out in i) to iv) below. In the event that there is more than one (1) qualified applicant for a Temporary Lead Mechanic position, the selection shall be made of the senior qualified permanent employee in the Bargaining Unit.

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

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

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

- i) Assign and delegate the carrying out of the work to be performed, with particular emphasis on quality of work and conduct of the shift.
- ii) Ensure that the work is carried out in a safe and expeditious manner and complies with operational standards.
- iii) Advise and monitor staff to ensure the work is carried out in accordance with safety regulations, and the staff wear and/or make use of required safety equipment at appropriate times.

- iv) Keep an accurate record of work assignments through the use of jobs/work orders on the Fleet Management software system.
- v) Communicate appropriately with the customers and other agencies concerning the work being performed.
- vi) Provide on-the-job orientation for less experienced workers.
- vii) Lead Mechanics shall not discipline. Lead Mechanics must report to Fleet Management any instance of conduct or behaviour by subordinates or external users of City facilities where such conduct or behaviour contravenes established rules and regulations or is working or acting in a manner that is unsafe or contrary to good order and discipline. Once the Lead Mechanic reports the problem to Fleet Management, Fleet Management shall be responsible for any further handling of the matter.
- viii) Attend appropriate training.

A Temporary Lead Mechanic position shall only be removed for good reasons.

Letter of Understanding #1

Issued: 1 January 2002
 Renewed: 16 January 2007
 Renewed: 9 March 2010
 Renewed: 1 March 2013
 Renewed: 12 October 2016
 Renewed: 5 December 2018
 Renewed: 8 June 2022

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

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

Should the positions listed below be re-introduced the wage rate would be calculated at the rate in effect with the signing of this Letter of Understanding plus all economic increases that have taken effect since that date.

Effective December 31, 1998

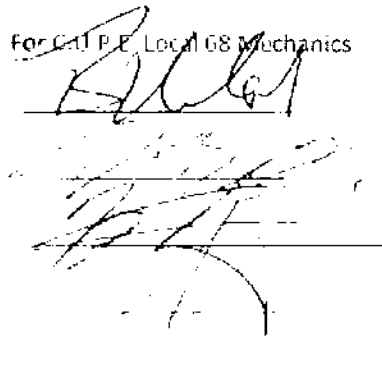
Mechanic Helper	\$15.87	16.67	17.28
Small Equipment Repairperson	15.87	16.67	17.28
Licensed Fabricator Welder	16.67	17.57	18.20

Effective December 31, 2001

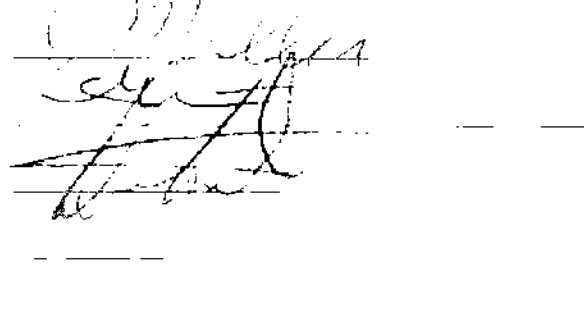
Certified Automotive Painter	\$17.53	18.43	19.13
Unlicensed Machinist	17.94	18.93	19.61
Licensed Machinist	18.62	19.61	20.27

DATED AT Kitchener, This 12 Day of September 2022

For C.U.P.E. Local 68 Mechanics



For the Corporation



Letter of Understanding #2

Letter of Understanding #2
Issued: 1 January 2002
Renewed: 16 January 2007
Renewed: 9 March 2010
Renewed: 1 March 2013
Renewed: 12 October 2016
Renewed: 5 December 2018
Renewed: 8 June 2022

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

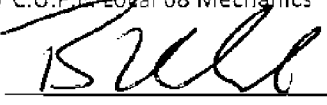
The Corporation agrees that the following principle in the Region of Waterloo's Ontario Works Business Plan, as approved by Regional Council, will be honored within the scope of the C.U.P.E. Local #68 -Mechanics Unit Bargaining Unit.

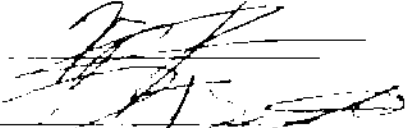
Workfare shall not be a substitute for paid employment or lead to the displacement of paid workers.

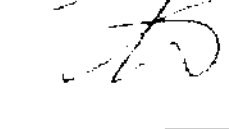
Furthermore, the Parties recognize that the Region of Waterloo's Ontario Works Business Plan or its successor or similar plan will not be used to displace or replace any paid work of full time, part-time employees, or students or volunteers, if any. The Corporation agrees that Ontario Works clients/placements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

DATED At Kitchener, This 12 Day of September 2022

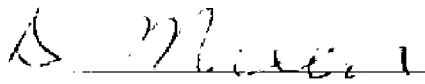
For C.U.P.E. Local 68 Mechanics

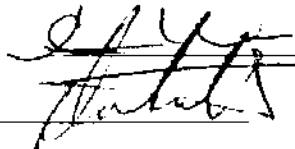






For the Corporation





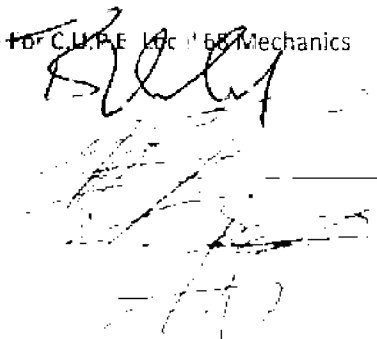
Letter of Understanding #3

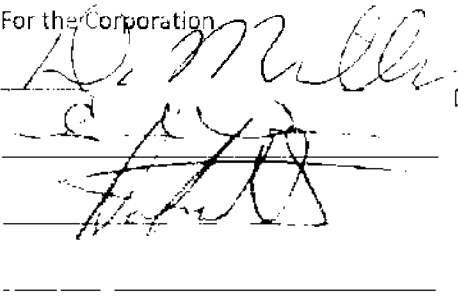
Letter of Understanding #3
Issued: 9 March 2010
Renewed: 1 March 2013
Renewed: 12 October 2016
Renewed: 5 December 2018
Renewed: 8 June 2022

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF KITCHENER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #68 - MECHANICS UNIT

1. If a permanent full-time employee, who is required by the City to drive their personal vehicle on City business, or to operate City vehicles or equipment, has their driver's license suspended, or is otherwise prohibited from operating a vehicle or motorized equipment, they must advise their supervisor in accordance with City Policy.
2. When an employee has their driver's license suspended or a condition placed on their license, and is therefore unable to meet the requirements of their job, they shall be given a leave of absence without pay and benefits, and without accumulation of seniority, subject to Article 8 of the Collective Agreement, if an alternate position cannot be found. Any position vacancy created by this leave may be filled by temporary assignment(s) of other employee(s) or by hiring a temporary employee.
3. Each incident will be reviewed on a case by case basis in consultation with the Union in order to determine if there is an alternate work possibility for the employee.
4. When the employee's license is restored and any conditions removed, the employee shall advise the City and shall be recalled subject to Article 8 and the wage rate they performed at the time of the suspension of their driver's license.
5. An employee who can restore their license, but for any reason chooses not to, will be terminated.
6. Should an employee have their driver's license suspended or a condition placed on their license due to a Criminal Code license suspension for a third time (since date of employment) and is therefore unable to meet the requirements of their job, the options set out in this letter will not be available and the City may elect to terminate for cause.

DATED AT Kitchener, This 12 Day of September 2022

For C.U.P.E. Loc # 68 Mechanics


For the Corporation


Letter of Understanding #4

Letter of Understanding #4
Issued: 25 October 2016
Renewed: 5 December 2018
Renewed: 8 June 2022

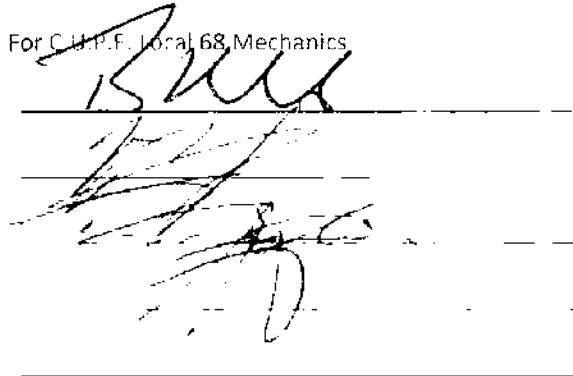
LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF KITCHENER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #68 - MECHANICS UNIT

The parties agree to discuss and clarify at Labour/Management Meetings issues in regard to assignment and/or completion of duties by supervisory staff.

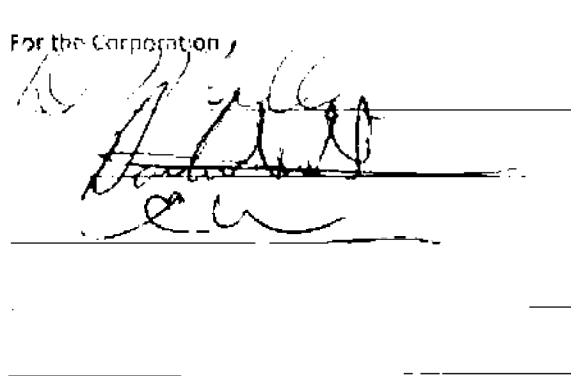
The parties agree to include the National Representative at any scheduled meetings if requested by either party.

DATED AT Kitchener, This 12 Day of September 2022

For C.U.P.E. Local 68 Mechanics

The block contains three handwritten signatures in black ink, each written over a horizontal line. The signatures are somewhat stylized and difficult to read.

For the Corporation

The block contains three handwritten signatures in black ink, each written over a horizontal line. The signatures are somewhat stylized and difficult to read.