

COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE
CITY OF GUELPH**

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 241**

February 1, 2000 to January 31, 2003

TABLE OF CONTENTS:

<u>ARTICLE:</u>	<u>PAGE</u>	<u>DESCRIPTION:</u>
1:00	1	PURPOSE
2:00	1	SCOPE
3:00	2	CITY'S / EMPLOYEES' RESPONSIBILITIES
4:00	3	MANAGEMENT RIGHTS
5:00	4	DISCRIMINATION/ HARASSMENT
5:01 (c)	5	Sexual Harassment
5:01 (D)	5	Personal Harassment
5:03	6	No Union Business On Working Hours
6:00	6	CORRESPONDENCE
7:00	6	MAINTANENCE OF MEMBERSHIP
8:00	7	NEGOTIATING COMMITTEE
9:00	8	GRIEVANCE COMMITTEE

10:00	8	ASSISTANCE TO THE UNION
11:00	8	COMMITTEES AND STEWARDS
12:00	9	GRIEVANCE PROCEDURE
12:02	11	Discipline, Suspension, Discharge
12:03	12	Time Limits-Extension
12:04	12	Policy Grievance
12:05	13	Grievance Mediation
12:06	13	Employee's Record
13:00	14	ARBITRATION
14:00	14	MANAGEMENT GRIEVANCES
15:00	15	NO STRIKES OR LOCKOUT
16:01	15	SENIORITY
16:02	15	Promotions/Transfers
16:03	16	Layoffs/Recalls
16:03 (d)	17	Bumping-Permanent
16:03 (e)	18	Bumping-Temporary
16:04	20	Lass of Seniority
16:05	21	Seniority List
16:06	21	Length of Service
16:07	21	Probation

16:08	22	Permanent Full Time Employees
17:00	23	JOB POSTING
17:01	23	New Jobs
17:03	23	Outside Advertising
17:04	24	Interview Process
17:05	24	Trial Period
17:07	24	Limit on Applying to Postings
18:00	25	TRANSFERS
18:01	25	Transfers to Supervisory Positions
18:02	26	Permanent Transfers
18:03	26	Temporary Transfers
19:00	57	TEMPORARY EMPLOYEES
20:00	30	LEAVE OF ABSENCE
20:01	30	Union Leave
20:02	32	Bereavement Leave
20:03	32	Personal Leave
20:04	32	Funeral of Employee
20:05	32	Jury Duty
20:06	33	Pregnancy/ Parental/Adoption
21:00	35	VACATION
22:00	40	HOLIDAYS

23:00	43	HOURS OF WORK
23:01	43	Standard Work Week
23:02	44	Exceptions to Standard Work Week
23:04	47	Shift Work
23:05	48	Rotating Shifts (1) Winter Control (2) Wastewater Services
23:06	49	Inclement Weather
24:00	50	SHIFT PREMIUM
25:00	50	OVERTIME
25:07	52	WWTP Operations Staff
25:08	53	Wet/Dry Staff
25:09	54	Meal Allowance
25:10	54	Working through Lunch
26:00	55	STAND-BY
27:00	57	WAGE RATE CLASSIFICATIONS
28:00	57	SICK PAY ALLOWANCE
28:03	57	Need to Notify if Absent
29:00	61	BENEFIT PLANS
30:00	67	HEALTH AND SAFETY

31:00	67	PROTECTIVE CLOTHING/EQUIPMENT
31:04	68	Coveralls
31:08	69	Clothing Footwear Allowance
31:06	71	Wearing Shorts
31:07	71	Prescription Safety Glasses
31:08	72	Use of Own Tools
32:00	72	MILEAGE
33:00	72	JOB DESCRIPTION
34:00	73	BULLETIN BOARDS
35:00	73	GENERAL
36:00	75	AMALGAMATION, MERGER, REG.GOV.
37:00	77	PERMANENT REDUCTION
38:00	78	NOTIFICATION OF CHANGE
38:01	78	Change of Work Methods
38:02	79	Public-Private Partnerships
38:03	80	Contracting Out
39:00	80	SUSPENSION OF DRIVER'S LICENCE
40:00	82	DURATION

SCHEDULE A	85	WAGES
SCHEDULE B	89	EQUIPMENT/ CLASSIFICATION
SCHEDULE C	90	DUAL POSTIONS
APPENDIX A	92	CLASSIFICATION- OPERATOR POSITIONS (WW, WWTP, WC)

LETTERS OF UNDERSTANDING:

GUIDELINES FOR THE STRUCTURE AND FUNCTION OF
THE JH&SC.

IMPLEMENTATION OF THE NEW WWTP SCHEDULE

CONTRACT REVIEW

OMERS "80 FACTOR" EARLY RETIREMENT RE: BENEFITS

CLEANER AT VICTORIA ROAD RECREATION CENTRE

T-4 SLIPS, LIEU DAYS ON PAY STUBS, APPRENTICESHIPS,
PREG. LEAVE TEMP.

MODIFIED WORK PROGRAM

SICK LEAVE - TRANSFER BETWEEN 241 / 973

ARTICLE 1:00 PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2:00 SCOPE

- 2:01 (a) The City recognizes the union as the sole and exclusive bargaining agent for all its employees in the Works Department, which includes the Public Works, Waterworks, Waste Water Treatment Plant, Traffic Services and Waste Management Services Divisions and in the facilities of the Community Services Department (including the River Run Centre), save and except employees included in CUPE Local 973, Amalgamated Transit Union Local 1189, the Guelph Professional Firefighters' Association and exclusions thereto, supervisors, those above the rank of supervisor, and persons regularly employed for no more than twenty-four **(24)** hours per week.
- (b) When a new position is created or where a vacancy of a temporary or permanent nature occurs inside the bargaining unit the Employer shall immediately notify the Union in writing with a copy of the job posting. When the Employer intends to change a

bargaining unit position or not fill a bargaining unit vacancy the employer shall immediately notify the Union in writing. When the Employer intends to remove a position from the bargaining unit the Employer shall provide the Union with as much advance notice as possible, but no less than sixty (60) days advance written notice.

- 2:02 No employee shall be required or permitted to make any verbal or written agreement with the Employer or its representatives which may conflict with their terms of this collective Agreement.
- 2:03 The City recognizes that supervisory personnel will not perform any work normally performed by employees in the bargaining unit unless there is an emergency for which no bargaining unit employees are available, or for the purpose of instructing personnel, except as mutually agreed in writing.

ARTICLE 3:00 CITY'S AND EMPLOYEES' RESPONSIBILITIES

- 3:01 It is recognized that the City is responsible for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared, at all hours of the day and night to assist in providing the many services, subject to the terms of this Agreement.
- 3:02 Where the City wishes to use volunteers in any work covered by the collective agreement, their use and placement shall not displace any bargaining unit employee.

ARTICLE 4:00 MANAGEMENT'S RIGHTS

The Union recognizes that it is the right of the City to:

- 4:01 (a) Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable regulations to be observed by its employees, providing that such regulations are not contrary to the terms of this agreement.
- (b) Direct the working forces, including the right to hire, discipline, suspend and discharge for just cause subject to the right of an employee who has been disciplined, suspended or discharged to file a grievance in accordance with the grievance procedure; to transfer, promote, demote, classify, lay-off and recall.
- (c) Plan, direct and control the operations of the City and to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the locations of all facilities and equipment.
- 4:02 The City shall at all times exercise its rights in a fair and reasonable manner consistent with the general purpose and intent of this agreement and subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 5:00 NO DISCRIMINATION OR WORKPLACE
HARASSMENT

- 5:01 (a) The City agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of his/her membership in the Union. The City further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap or political or religious affiliations.
- (b) Cases of alleged harassment because of any of the above grounds, or position or personal harassment, will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.
- (c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or employment potential. Sexual harassment may include, but shall not be limited to:
- unwanted touching
 - suggestive remarks, gestures or staring
 - verbal abuse
 - compromising invitations
 - requests or demands for sexual favours

- physical assault
- derogatory or degrading remarks directed toward members of one gender or one sexual preference group.

Normal mutually acceptable workplace banter may not necessarily be construed as sexual harassment.

- (d) Personal harassment is defined as any unwarranted behaviour by any person in the workplace that is directed at an employee and
- is offensive or threatening to the employee
 - endangers the employee
 - a undermines the performance of the employee's job or,
 - threatens the economic livelihood or economic potential of the employee
- (e) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically proceed to the next step.
- (f) An individual shall, at all times, retain their right to lodge a formal complaint of harassment under the Ontario Human Rights Code. In the event an individual lodges a formal complaint under the Human Rights Code, the grievance shall no longer apply and action commenced under the grievance procedure shall cease forthwith.

5:02 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the

City by its members or representatives and further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, political or religious affiliations.

5:03 No Union Business on Working Hours:

The Union agrees that there will be no Union activity, solicitation for membership or collection of dues during regular working hours, and no meeting on City premises except with the permission of the Director of Employee Resources or their designate.

ARTICLE 6:00 CORRESPONDENCE

- 6:01** All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Director of Employee Resources or their designate and the Secretary of the Union, with a copy to the Canadian Union of Public Employees, 1120 Victoria St. N., Suite 204, Kitchener, Ontario, N2B 3T2.

ARTICLE 7:00
MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

- 7:01** It is agreed that all employees who are eligible to be in the bargaining unit shall be required to pay an amount equal to the

current weekly union dues, whether a member or not, so long as the Union is the recognized bargaining agent. It is further agreed that the City will deduct from the wages of each employee a sum equal to the current weekly dues and remit money so deducted to the Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by two lists of names showing from whom deductions were made.

- 7:02 It is further agreed that the City will notify the Union Secretary when new employees are hired, whether these new employees are hired on probationary or temporary basis.
- 7:03 The City will include the amount of union dues deducted from employees on the T-4 slips.

ARTICLE 8:00 NEGOTIATING COMMITTEE

- 8:01 (a) The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four **(4)** employees and will recognize and deal with the said Committee with respect to any amendments to the Agreement.
- (b) Employees will not have to report for regular duties prior to any scheduled negotiations, conciliation or arbitration meeting or hearing that occurs within three **(3)** hours or less following the normally scheduled starting time of their shift. Employees who may be scheduled for an afternoon shift shall not have to report for regular duties on that shift when negotiations, conciliation or arbitration meetings or hearings are scheduled during day shift hours.

ARTICLE 9:00 GRIEVANCE COMMITTEE

- 9:01 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to four (4) employees composed of the President, the Vice-president, the Chief Steward and the Steward and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of the Agreement.

ARTICLE 10:00 ASSISTANCE OF THE UNION

- 10:01 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 City.

ARTICLE 11:00 COMMITTEES AND STEWARDS

- 11:01 The Union acknowledges that Stewards, members of committees and Union Officers have regular duties to perform on behalf of the City. For the purpose of dealing with grievances of employees or other Union business, such persons shall not absent themselves from their work without first obtaining permission from their Supervisor. In accordance with this understanding the City shall not make any deductions from such employees for time so spent.
- 11:02 The Corporation shall not be liable for the pay of any member of the Union Executive or other employee represented by the Union when such employees are involved in the preparation for or attendance at Arbitration hearings.

11:03 Grievances shall not be investigated or processed while employees involved are working on overtime.

ARTICLE 12:00 **GRIEVANCE PROCEDURE**

12:01 (a) It is the mutual desire of the parties to this Agreement to attempt to settle complaints of employees as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

Grievances shall be dealt with in the manner outlined below, providing such grievances are in writing, signed by the aggrieved employee, contain the nature of the grievance, the remedy sought, the specific sections of the Agreement which are alleged to have been violated and filed within ten (10) working days of the alleged grievance. Replies to grievances shall be in writing at all steps.

The employee shall be accompanied by his/her union steward at all steps of the grievance procedure or at any meetings or discussions with the employer.

Step 1

The employee, shall submit the grievance to his/her supervisor or superintendent within ten (10) working days of the alleged violation of the agreement.

The supervisor and/or superintendent shall, within two (2) working days, convene a meeting with the

grievor accompanied by his/her steward to discuss the grievance. Failing settlement at this stage, within two (2) working days, then step 2 may be invoked.

Step 2

The grievance shall then be submitted to the Union's Grievance Committee who shall then submit the grievance to the **Employee Resources Department** within three (3) working days. Within five (5) working days a meeting shall be held with the Union Grievance Committee, the grievor and the steward and the City Grievance Committee comprised of the **Director of Employee Resources or their designate**, the Director of Community Services, the Director of Works and the Director of Information Services. The members of the City Grievance Committee may change and the City will advise the Union with as much advance notice as possible.

The employer shall give its decision within five (5) working days of the meeting. Failing settlement at this stage, within five (5) working days the Union may, but only within a period of fifteen (15) working days from the date of the receipt of the reply of the City Grievance Committee, invoke the Arbitration provision of this agreement.

12:01 (b)

Any grievance of a notice of lay-off or lay-off shall be filed with the **Employee Resources Department** and shall be heard in a meeting at Step 2 of the grievance procedure.

12:02 Discipline, Suspension, Discharge

- (a) An employee shall be accompanied by a Union representative at meetings where any disciplinary matters are discussed. At any investigation meeting(s) or disciplinary meeting(s) involving verbal or written warnings the City shall ensure that the employee is accompanied by a Union Steward. If an employee is to be suspended or discharged, the City shall ensure that the employee is accompanied by the Union President, Vice-President and/or Chief Steward. No employee shall be transferred out of his current position or shift for disciplinary reasons. Notice of the suspension or discharge shall be sent to the employee's last known address. Copies of this correspondence shall be forwarded to the Secretary of the Union and the Canadian Union of Public Employees, 1120 Victoria St. N., Suite 204, Kitchener, Ontario, N2B 3T2.
- (b) A claim by an employee that he **has** been disciplined, suspended or discharged without just cause shall be treated as a grievance if filed with the **Director of Employee Resources or their designate** within **ten (10) days** of the alleged grievance. Such grievance shall be heard at a meeting at Step 2 of the grievance procedure. Such grievance may be settled by confirming the employer's action or by re-instating the employee, with or without full compensation for time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator, if the matter is submitted to an arbitrator.

- (c) The Employer shall notify an employee, in writing, of any expression of dissatisfaction concerning his work performance within ten (10) working days of the event resulting in the complaint **or within ten (10) days from the date of receipt of a written complaint from a member of the Public**, with a copy to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record.
- (d) When a permanent employee has been suspended or discharged, he shall have the right to meet with a member of the Executive of the Local Union for up to thirty (30) minutes during normal working hours. Any time so spent outside of normal working hours shall not be compensated in any way.

- 12:03 Time Limits -Extension
The time limits outlined in the Grievance Procedure may be extended by mutual agreement, in writing, between the parties to this Agreement. If the time limits are not met in the Grievance Procedure to the satisfaction of both parties, they may then proceed to arbitration with the Grievance as set out in this agreement.
- 12:04 Policy Grievance
A policy grievance arising between the Union and the Employer over the interpretation, application or alleged violation of the Collective Agreement shall be commenced at Step 2 within fifteen **(15)** working days of the alleged violation of the collective agreement.

12:05 Grievance Mediation

Following the receipt of the response from the Management Grievance Committee at Step 2 the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The costs of any such grievance mediator shall be shared equally by the parties.

12:06 Employee's Record

No disciplinary document shall be placed on the employee's file that has not first been shown and a copy given to the employee. An employee shall have the right to have access to, make copies and review his/her personnel file and shall have the right to respond in writing to any document, which the employee has not received, and such reply shall become part of the record. The employee, or his Union representative, shall have the right to request and receive copies of all discipline and work performance documents in the employee's personnel file where the employee has been disciplined for any reason. Any employee wishing to view his/her own personnel file shall make arrangements to do so with the **Employee Resources** at least twenty-four (24) hours in advance.

A disciplinary letter or document shall not be used by the City after two (2) years from the date of issue.

ARTICLE 13:00 ARBITRATION

13:01 It is agreed by the parties hereto that any differences of opinion relating to the interpretation, application or administration of the Agreement which cannot be settled after exhausting Grievance Procedure shall be settled by Arbitration as defined in Section 48, of the Labour Relations Act.

13:02 Powers of Arbitrator

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement.

13:03 Both parties to this Agreement hereby undertake to expedite all steps ~~of~~ the Arbitration Procedure when it is in their power to do **so**.

13:04 As an alternative **to** using a sole arbitrator, the parties may mutually agree to submit a grievance to a Board of Arbitration as set out in Articles 12 and 13.

ARTICLE 14:00 MANAGEMENT GRIEVANCES

14:01 It is understood that the City may bring forward at any meeting with the Grievance Committee any complaints or grievances, provided such grievances are in writing and filed with the Union within five **(5)** working days of the alleged grievances, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, they may be referred to Arbitration as set out in this Agreement.

ARTICLE 15:00 NO STRIKES OR LOCKOUTS

15:01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the City agrees that it will cause or direct no **lockouts** of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the City for the duration of this Agreement.

ARTICLE 16:00 SENIORITY

16:01 (a) Fundamentally the rules herein respecting seniority are designed to give employees an equitable measure of security based on the employee's length of continuous service in the bargaining unit. Seniority shall be defined as the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit basis, and as set out in Articles 18:02 and 18:03.

(b) Continuous Service

Continuous service shall mean service that is not broken by an interval of more than three (3) working days without written permission from the Superintendent.

16:02 Seniority Applied to Promotions and Transfers

Promotions and transfers to jobs with lower, equal or higher rates of pay shall be within the bargaining unit and will be based on the skill, experience, qualifications and the ability to perform

work in accordance with Article 17:04. Between two or more persons of approximately equal standing, based upon the above factors, seniority shall govern.

The Secretary of the Local will be advised as to pending transfers or promotions. This clause shall not be applied in a manner inconsistent with the provisions of this Agreement.

16:03 Seniority Applied to Lay-offs and Recalls

No employee shall be given notice of lay-off until the employee to be given the notice of lay-off is offered all temporary, seasonal and summer student employment. No permanent employee shall be required to bump or transfer to any position in Schedule A that is paid less than job class 12.

(a) No employee with ten or more years seniority shall be laid off as a result of the City contracting out any services or work performed, in whole or in part by members of the bargaining unit.

No employee with ten or more years seniority shall be laid off as a result of the City assuming the operations, services and/or employees of any other municipality or of any other public service, private sector corporation or of any public-private partnership arrangement not presently represented by the Union.

(c) Lay-off of employees shall be made on the basis of the seniority list (unit wide), provided that the employees who are entitled to remain on the basis of

seniority are willing and qualified to do the work, which is available. When recalling employees who have been laid off, the recall will also be made on the basis of seniority and qualifications.

(d) Bumping Procedure - Permanent Lay-off

1. All employees shall receive written notification prior to being laid off. An employee being laid off wishing to bump, must notify **the Director of Employee Resources or their designate**, within three working days after receiving the lay-off notification of his/her intentions, in writing, noting the position, person and department he/she wishes to bump.
An employee who, at the time of notice of lay-off, occupies a dual posting position, shall be considered to occupy a higher rated classification for bumping purposes, regardless of whether he was actually performing work in that classification at the time of lay-off.
2. An employee being laid off may bump any employee below him/her in seniority provided that the employee bumping has the skill and qualifications and shows to the satisfaction of the Supervisor that he/she can do the work, which is available. For an employee bumping into a higher classification (bumping up) experience in the work which is available, must have been gained within the bargaining unit as a result of previously working permanently in the position or as a result of successfully obtaining a job posting (including temporary/seasonal postings.) An employee who has

- filled in on a temporary basis shall not be considered experienced in the said work.
3. An interview will be arranged between the employee exercising his/her seniority rights, the Department Head or his/her designate, the Personnel Director and the Union, acting as an advisor to the rights of the said employee involved, as soon as possible.
 4. If the employee is granted the bump, he/she will be on trial for 45 days worked. Immediately on assuming the new position, the employee has up to four (4) days to determine if the position is suitable to him/her. If the employee decides the position is not suitable, he/she has the right to exercise his/her seniority rights one more time. If the second opportunity is unacceptable to the employee, he/she must assume the lay-off and is not eligible to bump again.
 5. If the employee is not granted the position through the bump, he/she then has the right to continue the bumping procedure.
 6. If, for whatever reason, the employee does not work out satisfactorily in the forty-five (45) day trial period, then he/she must assume the lay-off and is not eligible to bump again.
 7. New employees shall not be hired until those laid off have been given an opportunity of recall.
- (e) Bumping Procedure • Temporary Lay-Off
1. A temporary lay-off is not to exceed four (4) months.

All employees shall receive written notification prior to being laid off. An employee being laid off, wishing to bump, must notify the Personnel Director two (2) working days after receiving the lay-off notification of hisher intentions in writing, noting the position, person and department he/she wishes to bump.

An employee who, at the time of notice of lay-off, occupies a dual posting position, shall be considered to occupy a higher rated classification for bumping purposes, regardless of whether he was actually performing work in that classification at the time of lay-off.

2. An employee being laid off may bump any employee below him/her in seniority of the same or lower classification provided the employee bumping is willing and capable and shows to the satisfaction of the Supervisor within five (5) working days that he/she can do the work which is available.
3. An interview will be arranged between the employee exercising hisher seniority rights, the Department Head or hisher designate, the Personnel Director and the Union, acting as an advisor to the rights of the said employee involved as soon as possible.
4. If the employee is granted the bump, he/she will be on a trial period of thirty (30) days worked. Immediately on assuming the new position, the employee has up to five (5) working days to determine if the position is suitable to him/her. If the employee decides the position is not suitable, he/she has the right to exercise hisher seniority

rights one more time. If the second opportunity is unacceptable to the employee, he/she must assume the lay-off and is not eligible to bump again.

5. If the employee is not granted the position through the bump, he/she then has the right to continue the bumping procedure.
6. If for whatever reason, the employee does not work out satisfactorily in the thirty (30) day trial period, then he/she must assume the lay-off and is not eligible to bump again.

16:04 Loss of Seniority

Seniority rights and an employee's employment shall be terminated if:

- (a) he leaves of his own accord;
- (b) he is discharged, for cause, which is not reversed through the grievance procedure;
- (c) he is absent for three (3) or more consecutive working days, without permission, or without providing an acceptable explanation on his return;
- (d) he has been laid off continuously for a period of thirty-six (36) months or for a period of time equal to the employee's seniority, whichever is the lesser.
- (e) he has been laid off and failed to return within five (5) working days after notification to do so has been sent to him by registered mail to the last address on record with the City. It is the obligation of the employee at all times to keep the

Employee Resource Dept. informed of an address to which registered mail can be received by him or on his behalf at all times.

16:05 Seniority List

A Seniority List will be established by occupational classification for all employees covered by this Agreement who have completed their probationary period based upon each employee's last date of hiring. It is agreed that such seniority list shall be revised and posted on all boards by January 15th and June 15th of each year and a copy filed with the Secretary of the Union. This list will include the name of the employee, his classification and the respective date of hire and will be considered as correct if not questioned within ten (10) days of posting.

16:06 Length of Service

Except as provided in article 18:02 and 18:03, an employee who is not a member of the bargaining unit, has service with the City and is promoted or transferred into a bargaining unit position shall carry any vacation entitlement and service credits with them. Seniority shall commence on the date of entry into the bargaining unit. An employee who is not a member of the bargaining unit who is promoted or transferred to a bargaining unit position shall be paid the applicable rate of pay for the position as set out in Schedule "A".

16:07 Probation Period

When employees are hired, they shall be on probation for a period of up to sixty (60) days worked, and such time may be extended by mutual consent of the parties at the request of the City. During the probation period, the employees shall be

subject to the terms of this agreement, except with respect to discharge. During the probationary period, the employee shall be subject to deductions for Income Tax, Employment Insurance, Canada Pension, O.M.E.R.S. and Union Dues from the date of hire.

16:08 Permanent Full-time Employees

Permanent full-time employees are those:

- (a) who have satisfactorily completed their probationary period, or
- (b) who have completed more than six (6) months of continuous service as a temporary full-time employee, or nine (9) months in instances where they are replacing an employee on pregnancy, parental or adoption leave as set out in Article 19:01 (a).
- (c) who are regularly employed more than twenty-four (24) hours per week.
- (d) **Where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the City and the Union. The affected employees and a member of the Union executives shall be present at that random draw.**

ARTICLE 17:00 JOB POSTING

17:01 In the event new jobs are created or vacancies occur, the City will post such new jobs or vacancies for a period of five (5) working days in order that permanent employees (but not part time, temporary or probationary employees), may have the opportunity of applying. Such job postings will be posted as per job description, and the wage or wage ranges.

All employees wishing to apply shall do so using the approved internal application. Employees must complete the qualifications section and attach copies of any documents pertinent to their application, such as licenses and certificates. Incomplete applications will not be considered.

17:02 Creation of New Jobs

In the event new jobs are created or vacancies occur in jobs, the new jobs or vacancies shall be posted prior to an employee being selected and trained for the job. However, it is recognized that the City must assign personnel to these vacancies on a temporary basis. This temporary period not to exceed fifteen (15) working days, unless extended by mutual agreement.

17:03 No outside advertisement or interviews for any vacancy within the bargaining unit shall be placed until the applications of permanent employees available ~~from~~ within the bargaining unit have been **fully** processed. If no application from within the bargaining unit is accepted, the City may secure applications from outside or other sources. Part-time or temporary employees who have filled out a permanent application form shall be given an opportunity to apply and the City will interview all qualified applicants with the qualified applicants who apply

to the advertised position from outside sources.

- 17:04 In the event that one (1) or more employees applies, suitable applicants will be interviewed by two of: a member of the Employee Resources Department, the Supervisor or Superintendent. Upon request, all unsuccessful applicants shall get a written reply setting out the reasons why the applicant was not selected for the position. If the applicant requires more information than is set out in the written reply they may request and receive an interview with one of the above persons who conducted the interview with the employee. An employee with greater seniority shall receive preference provided he has the skill, ability, experience and qualifications to do the work.
- 17:05 A successful applicant from within the bargaining unit shall be subject to a trial period of up to forty-five (45) days worked. If the City finds the employee unsatisfactory in the position during the trial period, he will be returned to his former position and wage rate without loss of seniority. In the event the successful applicant(s) wishes to return to his former position within a period of up to thirty (30) days worked, he shall be returned to that position and wage rate without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage rate without loss of seniority. It is understood that the City reserves the right to reduce the required trial period.
- 17:06 In cases of promotion requiring higher qualifications or certification, the employer may give consideration to an employee who does not possess the required qualifications, but is preparing for qualifications prior to filling of a vacancy.
- 17:07 An employee will not qualify to apply for a permanent job posting, within a 12 month period following their start date in a new position. This article also applies to employees who

voluntarily return to a former position as provided in article 17:05 and to new employees.

17:08 Courtesy Postings

All job postings within Local 241 and Local 973 will be posted with both Locals. It is understood that posting outside of the Local in which the vacancy exists, is a courtesy posting only.

ARTICLE 18:00 TRANSFERS

18:01 Transfers to Supervisory Positions

- (a) If an employee is, or has been transferred to a supervisory position, which is not subject to the provisions of this Agreement, he shall retain his previous seniority, and continue to accrue seniority for a further period of thirty (30) calendar days. If transferred back to a position subject to the provisions of the Agreement within thirty (30) calendar days, he shall carry his accumulated seniority with him.

- (b) No employee shall be transferred or promoted to any permanent position outside the bargaining unit against the wishes of the employee. No employee shall be transferred or promoted on a temporary basis to any position outside of the bargaining unit without the agreement of the Union.

18:02 Permanent Transfers

An employee transferred from C.U.P.E. Local 241 to C.U.P.E. Local 973 or vice versa shall not lose any seniority or benefits and shall continue to accumulate seniority following the transfer. He shall be classified under the collective agreement of the Local Union to which he has been transferred. He will be entitled to the benefit plans of the bargaining unit to which he belongs, effective on the first date of the month following the date of transfer. He shall be on a trial period of up to forty (40) days worked, with the Corporation reserving the right to confirm the transfer after a lesser period if his services are satisfactory. If in a period of up to forty (40) days worked his services are not satisfactory, he shall be returned to his former position, and any other employee who has been removed or transferred because of this rearrangement shall be returned to his former position at his previous wage rate and without loss of seniority.

18:03 Temporary Transfers between Locals

Temporary transfers between C.U.P.E. Local 241 and C.U.P.E. Local 973 or vice versa shall be for a period not to exceed six (6) months. An employee so transferred shall not lose any seniority or benefits and shall continue to accumulate seniority and receive the benefits of the collective agreement of the Local from which he was transferred. An employee being transferred understands that he will conform to the Local's hours of work, classification and pay to which he has been transferred.

18:04 Where an employee is required to do work of a higher category, he shall be paid at the higher rate of pay for working two (2) or more consecutive hours at such work for each time worked.

ARTICLE 19:00 TEMPORARY EMPLOYEES

- 19:01 (a) A temporary full-time employee is one who has been hired by the City to work the regular number of hours per week (40) in the department for a specified time period of six (6) months or less to perform work that is strictly seasonal in nature; or of a non-recurring, short duration; or to replace employees who are absent due to illness, injury or leaves of absence under this agreement; or for a period of up to nine (9) months to replace an employee on pregnancy, parental or adoption leave.
- (b) Temporary employees on the City's payroll shall pay union dues in accordance with Article 7:01 from their date of hire.
- (c) Any temporary employee retained for more than six (6) months, or nine (9) months in the case of a pregnancy, parental or adoption leave replacement, shall automatically become a full-time employee. The time they have worked as a temporary employee will be counted for seniority purposes and other terms of this agreement, where applicable, will become effective from the date they commenced work.
- (d) Extension of Periods
- It is understood that the parties to this agreement may mutually agree, in writing, on an extension of the temporary employment period only within ten (10) working days prior to the end of the temporary

employment period or any mutually agreed subsequent extension.

(e) Temporary Employees Not to Receive Preference to Full-time Employees

Employees hired for temporary work will not in any way displace regular employees, nor will they be retained or granted any work or rights in preference to regular employees.

The City shall not use employees who work less than twenty-four (24) hours per week to perform any work of the bargaining unit in temporary vacancies or as temporary employees as set out in Article 19:01 (a).

Temporary employees shall not be assigned any overtime hours in preference to full-time employees who perform similar duties in the same work area.

(f) No temporary employee shall work more than one (1) contiguous term of employment as set out in 19:01 (a) except by the prior agreement of the parties in writing.

19:02 Benefits for Temporary Employees

The terms of this Agreement shall apply to employees hired in accordance with the terms of this Agreement except for:

- (a) Paid holidays, other than those covered by Employment Standards Act;
- (b) Sick Leave;
- (c) Group Life Insurance;
- (d) Discharge;
- (e) Extended Health Care;
- (f) Dental;
- (g) Semi-private coverage;
- (h) Bereavement Leave;
- (i) **Jury Duty.**

In the event that such employees are retained beyond the times set out for the working periods in 19:01(a), the time they have worked will be counted for seniority purposes and sick pay and all terms of this Agreement will become effective from the beginning of the said work period.

ARTICLE 20:00 LEAVES OF ABSENCE

20:01 Union Leave

- (a) Upon ten (10) days written notice, except in cases of emergency, leave of absence without pay or loss of seniority or service credits will be granted for employees or Union officials to attend Union affairs up to a total of eighty (80) working days per year. The employer shall continue to pay all benefits and credits to such employees and the Union shall reimburse the employer for wages only.
- (b) Method of Payment - Leave of Absence
- The Corporation agrees that in the event Leave of Absence is granted in accordance with Article 20:01(a), the employees granted such leave shall have their wages and benefits continued. The Corporation shall in turn be reimbursed by the Union for employee's wages. The Corporation is hereby freed of all responsibility to the employee in the application of this Clause. It is understood that this Clause is in the Agreement for the convenience only of the employees of the Union and is conditional upon the employee or an Officer of the Union signing a waiver agreeing to those provisions before leaving on such leave.
- (c) With Departmental approval one (1) employee per calendar year if elected or appointed to office or a staff position with The Canadian Union of Public Employees may, upon thirty (30) calendar days advance notice, be granted a leave of

absence without pay and without loss of seniority or benefits for up to ninety **(90)** calendar days. During such leaves of absence, wages and benefits shall be kept whole by the City and the Union agrees to reimburse the City for such wages and the City's contribution to said benefits.

20:02 Bereavement Leave

In the case of a death in the family, leave of absence with pay and without loss of seniority shall be granted to an employee on the following basis:

- (a) Up to five **(5)** days - spouse or child.
- (b) Up to three (3) days - father, mother, sister, brother, father-in-law, mother-in-law, grandchildren.
- (c) Up to one **(1)** day- (day of funeral) -sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents.

Additional leave of absence up to a maximum of one (1) day over and above the time permitted of one **(1)** day in clause (b) shall be granted at the discretion of the Director of Employee Resources or their designate and shall be based on the required travelling time. An employee shall be entitled to up to three (3) days for the relatives named in clause (c), if these relatives have the same permanent address as the employee.

Proof of Death

The employee shall not be entitled to the benefits of clauses (a), (b) or (c) when the employee fails, upon request, to provide the

Director of Employee Resources or their designate with reasonable proof of the death of the member of family concerned.

20:03 Leave for Personal Reasons

A leave of absence of up to six (6) months for personal reasons, without pay or loss of seniority will be granted to an employee, provided such leaves are for good and sufficient reasons and can be granted consistent with the requirements of the Corporation, and provided permission is received from the employee's Manager. An extension of this leave may be granted by the Manager in the event of extenuating circumstances. Such request for a leave of absence shall not be unreasonably denied.

If in cases of emergency the request is made on a weekend, a holiday or at night, then permission shall be confirmed by the employee's Manager not later than the first working day following the request.

Employees must have used their vacation entitlement before an unpaid leave will commence.

20:04 Leave of Absence - Funeral of Employee

In the event of the death of an employee or a retired employee the Union will name one (1) person, who will receive time off with pay in order to attend the funeral.. The paid time off will be a minimum of four (4) hours but may with the approval of the Supervisor be up to a maximum of one (1) day.

20:05 Jury Duty

An employee who is obligated to serve as a juror or court

witness or a witness at an inquest, shall be paid the employee's regular rate of pay for the time served during the regular working hours, upon transferring to the City the payment the employee received exclusive of payment for travel, meals or other expenses. Upon completion of the employee's jury duty or witness service, he/she shall present to their Department Head, a document from the court showing the period of such service. Employees who work afternoon or evening shifts shall not be required to report to their shift after serving as a juror or court witness or a witness at an inquest.

20:06 Pregnancy Leave

- (a) An employee will be granted unpaid pregnancy leave, upon written request two (2) weeks prior to the leave beginning, and certification of a medical practitioner. The leave shall be granted for any period of up to seventeen (17) weeks immediately preceding the expected date of delivery stated on the certification. Total length of pregnancy leave shall not exceed seventeen (17) weeks, except under extenuating circumstances.

An employee may return from such leave prior to the expiration of the seventeen (17) week date. Notice of said return to work must be provided at least two (2) weeks in advance of the date of return.

An employee returning from pregnancy leave shall be reinstated in the employee's previous position and work location and shift, at a rate of pay not less than that which the employee was receiving at the time of the beginning of the leave of absence.

The employee shall continue to accumulate seniority and service benefits during said pregnancy leave. The employer shall pay the premium for all applicable benefits (does not include

OMERS) for the seventeen (17) week pregnancy leave. The employer contribution to OMERS will be continued unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions. Where the Collective Agreement is silent, the current legislation applies.

(b) Parental Leave / Adoption Leave

An employee will be granted unpaid parental leave for a period up to and including eighteen (18) weeks, upon request and verification of:

- (i) the birth of the employee's child, or
- (ii) the coming of a child into the custody, care and control of the parent for the first time.

Parent is defined as a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave must begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The employer shall continue to pay the premium for all applicable benefits (does not include

OMERS) during the eighteen (18) week parental leave. The employer contribution to OMERS will be continued unless the employee gives written notice that the employee does not intend to pay the employee's contributions.

An employee who is prevented from returning to work by reason of personal illness at the end of the eighteen (18) week parental leave of absence shall then be considered to be on leave of absence due to illness. Said illness must be justified through presentation to the City of a Medical Certificate stating reason for illness and expected return to work date. Where the Collective Agreement is silent, the current legislation applies.

- (c) The position left vacant by the employee on Pregnancy Leave of Absence may be filled by:
- (i) the use of temporary employees;
 - (ii) dividing the work among the other members of the staff with the agreement of the union.
- (d) **Paternity Leave**
 A male employee shall be granted up to three (3) days paid leave of absence at the time of birth of the employee's child. Such time shall be deducted from the employee's sick leave. This only applies to scheduled working days in the three calendar days **at** the time of the birth of the employee's child.

ARTICLE 21:00 ANNUAL VACATION

- 21:01 Employees with less than one (1) year of continuous service as of June 30th will receive five-sixth (5/6) day vacation for each month of such continuous service to a maximum of ten (10) days, with 4% of gross earnings in accordance with the

Employment Standards Act.

- 21:02 Employees on the active payroll with one (1) year of continuous service, as of June 30th shall be entitled to two (2) weeks vacation at regular hourly rate of pay, or 4% of **gross** pay, whichever is larger.
- 21:03 Employees on the active payroll with four (4) years continuous service, as of June 30th shall be entitled to three (3) weeks vacation at regular hourly rate of pay, or 6% of gross pay, whichever is larger.
- 21:04 Employees on the active payroll with nine (9) years continuous service as of June 30th shall be entitled ~~to~~ four (4) weeks vacation at regular hourly rate of pay, or 8% of gross pay, whichever is larger.
- 21:05 Employees on the active payroll with eighteen (18) years (**sixteen (16) years commencing in 2001/2002**) continuous service as of June 30th shall be entitled to five (5) weeks vacation at regular hourly rates of pay, or 10% of gross pay, whichever is larger.
- 21:06 Employees on the active payroll with twenty four (24) years service as of June 30th shall be entitled to six (6) weeks vacation at regular hourly rates of pay, or 12% of **gross** pay, whichever is larger.
- 21:07 **Employees on the active payroll with thirty (30) years of service as of June 30th shall be entitled to seven (7) weeks vacation at regular hourly rates of pay, or 14% of gross pay, whichever is larger.**
- 21:08 (a) If an employee's anniversary date entitling him to

vacation in accordance with clauses 21:02, 21:03, 21:04, 21:05 or 21:06 falls after the 30th of June, he will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

Anniversary date falls in:

July, August or September • 5 days
 October, November or December • 4 days
 January, February or March • 2 1/2 days
 April, May or June • 1 1/2 days.

Extra days and money to be added to current entitlement as of June 30th (example - An employee who now gets two (2) weeks vacation and whose anniversary date for three (3) weeks vacation falls in October, November or December, would be entitled to two (2) weeks and four (4) days total vacation).

All holidays taken shall be subject to customary holiday schedules which provide for holidays to be taken in an orderly manner which will not unduly deplete any department.

- (b) The time lost from work of one month or more for any reason other than sick leave, an accident for which the employee is entitled to Workplace Safety and Insurance Board payments, or pregnancy, parental, adoption or union leave will not count towards the employee's vacation entitlement.
- 21:09 (a) Upon termination of employment or retirement employees shall be entitled to vacation pay, pro-rated from the preceding anniversary date to the date of termination or retirement.

- (b) Upon the death of an employee, the beneficiary named on his/her group life insurance policy shall be paid all outstanding vacation pay and/or lieu days.
- 21:10 (a) An employee shall be entitled to take not more than two weeks annual vacation during the period of July 1st to Labour Day inclusive. Employees with five (5) or more weeks vacation, may take no more than three (3) weeks vacation between July 1st and Labour Day inclusive. Employees with more than two weeks vacation shall be allowed to take their vacation with the approval of the Employee Resources Department.
- (b) By April 1st, the City shall post a vacation notice and all employees shall indicate by April 15th, the vacation period they wish. The Superintendent shall then set the vacation period, taking into account the wishes of the employees on the basis of seniority, in so far as he can consider it consistent with the efficient functioning of the department. In the event the employee has not indicated his preference for vacation by April 15th, the vacation will be set on a first come, first served basis.
- (c) The Superintendent shall post a list of the vacation periods by May 1st. After May 15th, the Superintendent or the employee shall not alter the vacation periods unless by mutual consent.
- (d) For vacations not set out in the above schedule, and determined by May 15th, two (2) weeks notice will be required for all requests for vacation and advances of vacation pay.
- (e) To facilitate scheduling of statutory holidays, the granting of any vacation in the period of December 23rd to January 2nd, inclusive will be at the

- discretion of the immediate non-union Supervisor.
- (f) Vacations earned in each vacation year must be taken in the following vacation year or be lost to the employee. However, a maximum of up to five (5) days vacation may be carried over from the vacation year provided the employee makes notice of his intention to do so prior to June 1, on the forms provided.

21:11 An employee who is incapacitated due to illness or injury and under medical treatment while on vacation shall have the vacation days so displaced either added to the vacation period or reinstated at a later date, at a time mutually agreed between the employee and his Superintendent. The employee must provide medical documentation from a qualified medical practitioner to the City to have his vacation reinstated.

21:12 An employee who is on vacation at the time of a bereavement for which he is entitled to bereavement leave shall not have his vacation credits reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the employee and the City.

An employee shall not be entitled to bereavement leave if he fails, upon request, to provide the Director of Employee Resources or their designate with reasonable proof of death of the relative.

ARTICLE 22:00 HOLIDAYS

22:01 (a) The following holidays are recognized with time off and paid for at straight time:

- | | |
|----------------------|------------------------|
| 1) New Years Day | 6) Civic Holiday |
| 2) Good Friday | 7) Labour Day |
| 3) Easter Monday | 8) Thanksgiving |
| 4) Victoria Day | 9) Christmas Day |
| 5) Canada Day | 10) Boxing Day. |

(b) Two floater days to be taken from January 1st until June 30th of the following year at a time mutually agreed between the employee and his Supervisor, and any other day proclaimed a general holiday by the federal, provincial or municipal government.

(c) All new employees with less than one (1) year's seniority shall have all floater days pro-rated according to their starting date, as follows:

July, August or September - 2 floater days

October, November or December - 1 1/2 floater days

January, February or March - 1 floater day

April, May or June - 1/2 floater day.

(d) Wastewater Treatment Plant Operations Staff, working 12 hour rotating shifts will be given an alternate 12 hour shift off, when the holiday occurs on the employees regularly scheduled day off or if the employee is scheduled to work on the holiday. This shall be granted as a lieu day to be taken on a date to be mutually agreed between the employee and the Superintendent.

(e) Water Division employees, who work ten (10) hour shifts, will be given the day and paid for the ten (10) hour shift. If their scheduled day off is the holiday they will be given either the working day after or the working day before the holiday as a lieu day.

22:02**Pay for Work on Paid Holidays**

- (a) Employees required to work on any of the above holidays will be paid at the rate of double time for all hours worked in addition to one day's pay for the holiday, except as follows.
Employees in Winter Control, Solid **Waste Services** and any activities normally scheduled on a seven (7) day per week basis will be paid time and one half for all hours worked on a holiday and will be given a day in lieu of the holiday. Such work must have been scheduled at least seven (7) days in advance. Lieu days are to be taken in four (4) or eight (8) hour periods. All lieu days earned by employees must be taken by the end of the vacation period or be paid out at the appropriate rate of pay, effective June 30th each year.
- (b) **An** employee who occupies a dual position shall be paid for statutory holidays as set out in 22:01 at the rate of pay he is receiving at the time the statutory holiday occurs.
- (c) An employee who holds a "spare" position and works a scheduled work week during which a statutory holiday occurs shall receive the "spare" rate of pay for the statutory holiday.

22:03

- (a) Employees involved in Solid Waste **Services** and all employees at the Wet/Dry Recycling Centre will be requested to work on a Saturday when any of the holidays listed in Section 22:01 of this Article falls on a Monday to Friday inclusive. Employees

working on Saturday will be paid at the appropriate overtime rates established in Article 25:00.

- (b) Where any of these employees are not prepared to work on a Saturday and so advises his Supervisor in writing at least two (2) weeks in advance, the Supervisor will find an alternative. However, where an employee fails to give two weeks notice, he is responsible for working on the Saturday or assuring that a suitable substitute works for him on the Saturday. When the proper two week's notice is given, and a substitute is found, the substitute becomes responsible for working on the Saturday.

ARTICLE 23:00 HOURS OF WORK

23:01 Standard Work Week:

All employees covered by this Agreement shall work a standard work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, Monday through Friday, except as detailed below.

The normal hours of work shall be from 8:00 a.m. to 4:00 p.m. with one half hour paid lunch period. Lunch periods will be taken on or as near the job site as is possible and practicable. The lunch period for those employees on solid waste collection will be taken using facilities provided at the Wet/Dry Recycling Facility following dumping on the day's first load. Lunch periods for all shifts shall be at such times as may be directed by the Supervisor or in his absence the working Lead Hand.

23:02 Exceptions to the Standard Work Week:

The following shifts shall be paid at basic rates. All work performed on a Saturday or Sunday by a full-time employee shall be paid shift premium, if it is their standard work day:

- (a) Motorized and Manual Street Cleaners - 5:00 a.m. to 1:00 p.m., Monday to Friday.
- (b) Solid Waste Collection • any eight (8) consecutive hours between 6:30 a.m. and 3:00 p.m., Monday to Friday.
- (c) Sanitary Landfill - 7:00 a.m. to 6:30 p.m., Monday through Saturday, any consecutive shifts.
- (d) Arena Operators • 8:00 a.m. to 4:00 p.m., Monday through Sunday.
If an employee is late or phones in sick, the Operator on this shift must remain at work on an overtime basis until a replacement is found to fill the 4:00 p.m. to 12:00 midnight shift.
- (e) Winter Control - Recreation and Parks Snow Removal 6:00 a.m. to 2:00 p.m., Monday through Sunday, any five consecutive shifts. (Nov. 15th to March 31st.)
- (f) Cleaners at Victoria Recreation Centre - 5:00 a.m. to 1:00 p.m., Monday through Sunday, any five consecutive shifts.

- (g) Lead Downtown Maintainer and Downtown Maintainer - Downtown Parking Facilities - any eight (8) consecutive hours, 5:00 a.m. to 10:00 p.m., Monday through Saturday, any five (5) consecutive shifts.
- (h) Asphalt Crew - any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday through Thursday, and between 7:00 a.m. to 4:00 p.m. on Fridays.
The hours of work of the Concrete Crew will be 7:00 a.m. to 3:00 p.m. Monday through Friday.
- (i) Lead Cleaner, Victoria Road Recreation Centre, 5:00 a.m. to 1:00 p.m. Monday to Friday.
- (j) Cleaners at Evergreen Senior Centre - any five (5) consecutive shifts, Monday to Friday, 6:00 a.m. to 2:00 p.m..
- (k) Ride Operator/Splash Park Attendant and Team Leader Ride/Splash Park - any eight (8) consecutive hours between 9:00 a.m. and 9:00 p.m. Monday through Sunday.
- (l) The hours of work for the position of Dewatering Operator shall be any five (5) consecutive shifts of eight hours each, Monday to Friday scheduled as two static shifts of 6:00 a.m. to 2:00 p.m. and 2:00 p.m. to 10:00 p.m..

The hours of work for the positions of Assistant Compost Operator, Compost Operator WWTP, Maintenance Mechanic WWTP, Licensed Industrial Maintenance Mechanic, Licensed

Instrumentation/Electronics Technician and Licensed Industrial Electrician shall be any five consecutive shifts of eight (8) hours each, Monday to Friday scheduled between the hours of 6:00 a.m. and 4:00 p.m. based on the requirements of the operation. Notice of changes shall be given to the employees concerned at least forty-eight (48) hours before the start of the next shift on which they are required to work.

The hours of work for WWTP Operators working an eight (8) hour day shift will be 7:00 a.m. to 3:00 p.m., Monday through Friday.

- (m) Wet/Dry Recycling Centre: The hours of work for all positions at the Wet/Dry Recycling Centre shall be any five (5) consecutive shifts of eight hours each, Monday through Saturday between the hours of 6:00 a.m. and 12:00 midnight.
- (n) The parties may, by mutual agreement, agree to make temporary changes to the existing start and stop times from time to time. Such agreement to make a temporary change to the existing start and stop times shall not in any way commit either party to a permanent change in such hours of work. Also, any mutually agreed temporary change in start and stop times will automatically revert to the hours of work set out in the collective agreement upon the expiry of the period or date specified by the parties in the agreement.

23:03 The following regular or alternating shifts shall be paid at shift rates:

- (a) Repair Shop - **4:00** p.m. to **12:00** Midnight, Monday through Friday.
- (b) Arena Operators - **4:00** p.m. to **12:00** Midnight, Monday through Sunday, any five consecutive shifts. The Operator on this shift must remain at work on an overtime basis until the facility is vacated.
- (c) Cleaners at Memorial Gardens - **12:00** Midnight to **8:00** a.m., Monday through Sunday, any five **(5)** consecutive shifts.

23:04 Shift Work

- (a) All shift work will be distributed equally among the employees qualified to do the work required and shall be on a rotating shift basis. Notice of shift changes shall be given to the employees concerned at least forty-eight **(48)** hours before the start of the next shift on which they are required to work.
- (b) In cases of emergency when it is not possible to give forty-eight **(48)** hours notice of a change of shift, overtime will be paid at the appropriate rate for the duration of the first additional shift worked following the employee's previous regular shift provided such additional shift falls within twenty-four **(24)** hours of the commencement of the previous regular shift.
- (c) Employees in the Recreation and Parks Department may be required to work shifts according to the requirements of the operation but shall not be

scheduled for more than eight (8) hours per day. Five shifts per week per employee may be scheduled as day, afternoon or night shifts for Recreation and Parks.

- (d) No new shifts will be introduced and no existing shifts shall be changed without prior discussion and agreement with the Union.

23:05 Rotating Shifts

- 1. Where rotating shifts are used for Winter Control, the following will apply:

- (a) Day Shift - 8:00 a.m. to 4:00 p.m., all hours paid at the straight time rate.
- (b) Afternoon Shift - 4:00 p.m. to 12:00 a.m., paid the shift premium.
- (c) Night Shift - 12:00 a.m. to 8:00 a.m., paid the shift premium.

- 2. Wastewater Services Division:

Operations staff at the Wastewater Treatment Plant who are required to work the seven day per week rotating shift schedule must do so as part of their employment duties with the City and participation in rotating shift shall form part of their job description. The rotating shift schedule will be a six week cycle comprised of twelve hour night shifts, twelve hour day shifts, and eight hour day shifts in combination such that each cycle will be **240** hours. Each week will not exceed a maximum of **48** hours per week or minimum of **32** hours per week.

For timekeeping and record keeping purposes, shifts shall be identified and defined in accordance with the time of day the majority of hours are worked.

- (a) Twelve (12) hour Day Shift - 7:00 a.m. to 7:00 p.m., with the hours from 7:00 a.m. to 3:00 p.m. paid at the straight time rate, and, the hours from 3:00 p.m. to 7:00 p.m. paid the shift premium.
- (b) Twelve (12) hour Night Shift - 7:00 p.m. to 7:00 a.m., paid the shift premium.
- (c) Eight (8) hour Day Shift - 7:00 a.m. to 3:00 p.m., all hours paid at the straight time rate.
- (d) The Rotating Shift Schedule will cover as a minimum a period of one year. A copy of each subsequent Rotating Shift Schedule will be posted by (same date as 21:10 (b) Vacation Notice Posting Date).
- (e) In recognition of varying staffing conditions it may be necessary to change the Rotating Shift Schedule to cover staff shortages caused by long term absence, staff vacancies.
- (f) All staff working the eight (8) hour day shift will be required to till approved vacation and other forms of time off requested by staff working the Twelve (12) hour Day Shift and Twelve (12) hour Night Shift.

23:06 Inclement Weather

If temporary employees report to work, and due to inclement weather the City determines that there is no work available, those employees will be paid three (3) hours pay at their regular

rate and may be sent home.

ARTICLE 24:00 SHIFT PREMIUM

24:01 Shift premiums will be:

80¢ per hour effective February 1, 2000;

83¢ per hour effective February 1, 2001;

86¢ per hour effective February 1, 2002.

24:02 Shift premium will be paid for all hours worked outside the regular shifts, Monday through Friday. No shift premium will be paid where overtime premium is already being paid.

ARTICLE 25:00 OVERTIME

25:01 All time worked by employees outside the normal hours of work is overtime and shall be paid at the rate of time and one half for the first six (6) hours and double time thereafter calculated on a daily basis except that all unscheduled work performed on Sunday shall be at the rate of double the regular hourly rate.

25:02 In the case of an employee who remains away from work without giving notice and does not provide an acceptable reason for his absence when he returns to work overtime shall not be paid for that week until he has completed the normal hours per week worked by the relevant section.

25:03 In the case of an employee who remains away from work with permission or is laid off for any reason, overtime for that week is paid on a daily basis.

25:04 All employees called to work more than one hour prior to the

beginning of a regular shift or separate from the ending of a regular shift, will be guaranteed two (2) hours pay at the prevailing overtime rate except that where more than one call occurs within the two (2) hour period the time will be considered continuous.

25:05 For employees on rotating shifts, one day per week will be considered as a Sunday for overtime purposes, that being the employee's second scheduled day off in the pay period.

25:06 (a) It is agreed that any overtime will first be offered to available qualified permanent full-time employees. However, if a sufficient number of qualified permanent full-time employees and qualified probationary employees cannot be obtained, then the City shall offer the extra work to temporary full-time employees and, failing this, to any other employee selected by the City.

The City will distribute overtime fairly among available qualified employees as set out in 25:06 (b) below. The word "available" shall be defined as the employee being available within a reasonable time and distance. Persons on sick leave of any duration (excluding family leave) or vacation that exceeds one day are not considered to be available for overtime until they return to work the following scheduled shift after their vacation period or illness, except under emergency conditions.

(b) The following general rules will apply in respect to the awarding of overtime in accordance with 25.06 (a).

1. Each operational section or division shall be governed by the overtime rotation procedure covering that section or division that is presently operating.
2. Where unscheduled overtime is required to be performed by an employee who is regularly assigned to a particular piece of equipment or where the employee is in the process of completing a job, task or route, the overtime opportunity will be given to the employee so occupied.
3. Where there is scheduled overtime continuous with the employee's regular shift, said employee shall be required to stay to perform the overtime work to a maximum of one hour.
4. "By rotation" or "rotational" shall be defined as starting with the employee who is the next scheduled and qualified person who is willing to perform the overtime and then proceeding in the sequence to the next employee until the last person available is offered the overtime.
5. Should the employee decline the overtime opportunity it will count as if the employee worked the overtime and the overtime will then be given to the next employee on the rotation.

25:07 Waste Water Treatment Plant Operations Staff

Operations staff at the Wastewater Treatment who are required to work the seven day per week rotating shift rotating shift schedule shall be paid at the prevailing

overtime rate for all hours worked in excess of those hours scheduled.

An Operator unable to attend their regularly scheduled shift shall call in two (2) hours prior to the beginning of a twelve hour night shift or twelve hour day shift and one (1) hour prior to the beginning of an eight (8) hour day shift.

For absence on the twelve (12) hour night shift, all available off-duty operators, on a rotational basis, shall be given the opportunity to work the shift vacancy on overtime. If all available off-duty operators decline the overtime, the on-duty operator shall work four (4) hours of the vacant shift and all available eight (8) hour day shift operators, on a rotational basis, shall be given the opportunity to work the eight (8) hour balance of the vacant shift. If all available eight (8) hour day shift operators decline the overtime, the designated eight (8) hour day shift operator will be required to cover the balance of the vacant shift.

On occasions where an eight (8) hour day shift operator works the overtime as per above and they are scheduled to work a regularly scheduled eight (8) hour day shift continuous with the stop time of the overtime shift, that Operator will not work that day shift.

For absence on the twelve (12) hour day shift, the designated eight (8) hour day shift employee will be required to fill the first eight (8) hours of the shift vacancy at regular time and the remaining four (4) hours of the vacant shift on overtime.

25:08 Employees at the Wet/Dry Recycling Centre may be required to ~~work~~ overtime to handle increased volumes of work with at least five (5) working days notification. When an employees agrees

to work overtime, then decides to decline the overtime, he/she is responsible to find another qualified employee to work those hours, as agreed by the supervisor, or the employee must work the hours.

The parties will develop an overtime rotation system for the orderly distribution of any available overtime hours. This rotation system will be submitted by the union and agreed by the parties.

25:09 Meal Allowance:

When an employee is required to work three (3) or more hours overtime, which is continuous from the normal work hours, the employee shall be entitled to a meal allowance of eight (8) dollars on each such occasion. When an employee is called into work while on stand-by call and they work three (3) or more continuous hours, the employee shall be entitled to one (1) meal allowance for each occasion.

25:10 Working Through Lunch:

If, due to an emergency, an employee is required to work through their lunch period, that employee will be paid an additional thirty (30) minutes pay, at the prevailing overtime rate.

ARTICLE 26:00 STAND-BY

26:01 All employees that are scheduled to be on Stand-by must do so as part of their employment duties with the City and this Stand-by shall form part of their job description.

26:02 Employees who are scheduled for stand-by shall receive stand-by pay and be provided with **Communication Devices** and a City vehicle. When such employees are called out, they shall be paid as in Article 25:04, where applicable. Employees on stand-by shall be available for call at all times and be in condition to perform their work fully at all times.

**Stand-by pay will be: 80¢ per hour effective February 1,2000;
83¢ per hour effective February 1,2001;
86¢ per hour effective January 1, 2002.**

26:03 The period covered by stand-by shall be from 4:00 p.m., Tuesday to 4:00 p.m. the following Tuesday. Stand-by call shall be on a rotating basis and divided as equally as possible among the employees qualified to do the work required. For the duration of a call out period only, while on stand-by, employees shall receive not less than Lead Hand Grade 1A rate.

26:04 Mechanics who are on stand-by shall receive stand-by pay from 12 midnight to 8:00 a.m., Monday to Friday and 12 Midnight Friday to Monday 8:00 a.m., to operate in conjunction with Winter Control programs.

**Stand-by pay will be: 80¢ per hour effective February 1,2000;
83¢ per hour effective February 1,2001;
86¢ per hour effective January 1, 2002.**

26:05 In recognition of the fact that employees who are required to be

on "Stand-by" are committed on a regular basis to be available for call out on weekends, it is agreed that such "Stand-by-Employees" may have the option to take the earned portion of overtime, when called out on "Stand-by", as time off instead of receiving payment in money. This arrangement to be under the following conditions:

- 1.) Minimum 8 hours to a maximum of 40 hours.
- 2.) Taken in multiples of 8 hours.
- 3.) These days not to be added to vacation entitlement.
- 4.) Employees must declare preference for time-off or money, prior to the start of this period.
- 5.) Employees must apply in writing for said time-off.
- 6.) The terms and conditions of this article shall apply for the period of February 1st until March 31st, of the following year. Earning time shall be February 1st until January 31st. Usage time shall be February 1st until March 31st of the following year.
- 7.) These days not to be **used** during the months of April, May and June.

26:06 Sewer Blockage Crew:

When it is necessary for employees on call to call in another employee, this additional employee shall be paid the Stand-by rate. (Two separate Stand-by lists are to be used by the Sewer Blockage crew.)

The stand-by labourer for call out by the stand-by Lead Hand shall be paid the stand-by rate as per Article **26:02** and be provided with a **Communication Devices**. When such employees are called out, they will be paid at their normal rate of pay with the applicable overtime rates as per Article **25:00**.

26:07 When employees are on stand-by they shall not be available for

regularly scheduled overtime.

ARTICLE 27:00 WAGE RATE CLASSIFICATIONS

27:01 Attached to this Agreement and forming an integral part thereof shall be a Schedule "A" setting forth wage rates and classifications.

ARTICLE 28:00 SICK PAY ALLOWANCE

The terms of this clause do not apply to Sorters at the Wet/Dry Recycling Centre. Commencing March 1, 2000, Sorters will receive 6 non-cumulative sick days per year.

28:01 Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

28:02 Sick Leave shall not mean any time absent from work due to an accident or disablement incurred while employed by an employer other than the City of Guelph.

28:03 Employees who are unable to assume their normal duties on any scheduled working day must notify their Supervisor or Superintendent at least one (1) hour prior to the commencement of their scheduled day shift and a least two (2) hours prior to their scheduled afternoon or night shift. The Supervisor or Superintendent shall be responsible for posting and maintaining their contact telephone number for employees in the respective work areas. The employee must

call in **on** every day of absence unless an extended leave of absence has been approved by the Supervisor.

Where the employee is hospitalized or confined for medical care the employee shall not be required to call in on a daily basis.

- 28:04** **On** returning to work following absence due to sickness, all employees shall complete a form certifying that his absence from work was due to sickness and the form shall be handed to his supervisor immediately upon the employee's return to work.
- 28:05**
- (a) Employees returning to work after an absence will notify their Supervisor **as soon** as they are reasonably sure of their intentions and in any event, will notify their Supervisor at least one hour in advance of their normal starting time. Outside of the normal day shift, notification will be given to the Operator on duty at the Waste Water Treatment Plant.
 - (b) Arena operators and Weigh Scale operators returning to work after an absence, will notify their Supervisor as soon **as** they are reasonably sure of their intentions and in any event, will notify their supervisor at least one (1) hour in advance of their normal starting time.
 - (c) Any employee who has been absent for more than three (3) working days in duration must notify their supervisor at least one day in advance of their returning to work.
- 28:06** Sick Leave shall be earned by employees on the basis of one and

one half (1-1/2) days for each completed month of service and employees shall be entitled to the benefits of same subject to the following:

Employees shall be entitled to receive full Sick Pay to the extent of their accumulated credits for the first illness of any duration. **Any** subsequent illness occurring within the 12 week period will require medical evidence of such illness. At the end of any twelve (12) week period the above cycle and system will be repeated.

- 28:07 The application of Clause 28:06 may be varied at the sole discretion of the employee's immediate non-union supervisor if the employee requests a variance immediately on his return to work.
- 28:08 Sick Leave days which are not used will be accumulated and will be carried forward to the employee's credit from year to year. Time lost from work of over four (4) weeks duration will not count towards sick pay due in any year, unless such absences are for periods of sick leave, vacation, or covered by the Workplace Safety and Insurance Board.
- 28:09 On termination of employment after seven (7) or more years of continuous employment as a permanent employee, or a normal retirement, or death, all employees or their beneficiary designated by the employee, in writing, to the Personnel Director, shall be entitled to an amount equal to their salary or wages for one half (1/2) the number of days to their credit, but in any event not in excess of one half (1/2) year's earnings at the rate of pay in effect immediately prior to termination of employment in accordance with provisions of Clause 65, Section 352 of the Municipal Act R.S.O. 1970.
- 28:10 On the death of an employee, final wages and monies not

covered in Articles 21:00 and 28:00 shall be paid to the beneficiary designated by the employee, in writing, on the forms supplied or to the estate of the employee.

- 28:11 Employees will provide a doctor's certificate for each absence of five (5) days or more, such certificate being presented within three (3) working day of returning to work or the certificate will not be accepted.
- 28:12 Probationary employees who have not been taken on the permanent staff as of January 1st and are subsequently transferred to the permanent staff shall be credited with one and one half (1-1/2) days per month for services completed before January 1st of any year.
- 28:13 Where an employee:
- (a) is hospitalized while on vacation and who qualified for sick leave. or
 - (b) is entitled to bereavement pay, there shall be no deductions from vacation credits for such absence.
The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual arrangement between the employee and the Corporation.

ARTICLE 29:00 BENEFIT PLANS

29:01 The Corporation agrees to pay 100% of the premium cost of the following benefits, which are subject to the conditions of the Insurance Carrier:

*Eligible benefit coverage under the plan for a dependant child will be extended to age 25, if suitable evidence is provided that they are a full time student.

- (a) Liberty Health Semi-Private coverage. Plan pays difference between Ward charge and Semi-private charge.
- (b) Liberty Health Extended Health Care Plan or equivalent - Code 10/20
 Drug Plan: prescription drugs with a \$7.00 Prescription Fee Maximum.
 Physiotherapy: effective March 1, 2000 pays up to \$300 per year, effective February 1, 2001 pays up to \$500 per year.
 Massage Therapy: effective March 1, 2000 pays up to \$300 per year.
 Chiropractor: effective February 1, 2001 employee pays 1st \$100, plan pays next \$300; (effective February 1, 2002 \$400)
 Deluxe Travel: coverage commences March 1, 2000.

(c) Group Term Life Insurance:

Employee:

\$45,000 effective March 1, 2000

\$50,000 effective February 1, 2001

\$55,000 effective February 1, 2002

Dependant coverage Spouse - \$5000

Each child - \$2500

Retired employees up to age 65 - \$25,000

(d) Liberty Health Dental Plan # 12 or equivalent.
Dental recall examinations every nine months for adults, 6 months for dependent children.

Effective: March 1, 2000 - 1999 O.D.A. Fee Schedule.
 February 1, 2001- 2000 O.D.A. Fee Schedule
 February 1, 2002- 2001 O.D.A. Fee Schedule
 February 1, 2003- 2002 O.D.A. Fee Schedule

Orthodontics - effective February 1, 2001
 \$1500 Lifetime maximum--50/150 co-insurance factor.

(e) The Corporation will pay 100% of the premium cost of Vision Care for each person covered as follows:
 March 1, 2000- \$225.00 every two years
 February 1, 2001 - \$250.00 every two years
 February 1, 2002 - \$275.00 every two years**(f)** The Corporation will pay 100% of the premium cost of the Audio Plan I (Hearing Aid Plan) providing the cost of a hearing aid plus dispensing fee once every 3 years for each person covered.

- (g) **L.T.D. Plan (2 year own occupation) -
Effective May 1, 1992:**

Waiting Period - 180 days

Duration - Own occupation 2 year or age 65.

**Benefits - 70 % of salary to maximum of \$3,000
monthly up to 2 years or age 65.**

-effective February 1, 2002 coverage is 75 %.

**N.B.* Medical Benefits are paid up to but not
exceeding 1 year of absence from your job.**

29:02 The Corporation will pay 100% of the premium cost of (a), (b), (c), (d), (e) and (f) for an employee voluntarily electing retirement or an employee on disability pension, subject to the following conditions:

- (a) This program will be extended only to employees voluntarily electing retirement or disability pension before the age of 65 and within 10 years of their normal retirement. This is interpreted to mean that the employee is 55 years of age or older until age 65 normal retirement date.
- (b) The retired or disabled employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement or disability to be eligible for this program.

- (c) The above benefit coverage terminates in the event of the death of the retired or disabled employee where death precedes the employee's 65th birthday.
 - (d) The above benefit coverage terminates when the employee reaches their 65th birthday.
 - (e) This provision will be provided to retired and disabled employees, provided they are not receiving their benefits from another employer, or through the Government or Government agencies.
 - (f) In the event of the employee's death before his/her 65th birthday, the employee's spouse shall continue to receive the benefits in 29:01 (a), (b), (d) (e) and (f) from the date of the employee's death until **the employee's spouse reaches their 65th birthday. Benefit entitlement under this clause will cease when the deceased employee's spouse secures benefit coverage equivalent to or better than those set out in 29:01 (a), (b), (d), (e) and (f).**
- 29:03 In the event alternative plans for the above coverage are introduced by the Provincial and/or Federal Governments, the Corporation agrees to provide equivalent benefits within the limits of the available plans and within the limits of Provincial and/or Federal legislation.
- 29:04 The agreement of the Corporation to pay 100% of the premium costs of benefits will be based on the rate in effect from time to time throughout the term of this Agreement, whether the rate increases or decreases.

- 29:05 Group Life Insurance Coverage
Employees will be covered by the Group Life Insurance Plan. All employees who on the date of signing of this Agreement are members of the above Group Life Plan shall maintain such membership while employed by the City. All employees hired after the signing of this Agreement shall make application for membership in the Group Life Insurance Plan which shall become effective at the end of the one (1) month waiting period, and maintain such membership while employed by the City.
- 29:06 Ontario Municipal Employees Retirement System

The City and the Employee will continue to share equally in the premium cost of O.M.E.R.S.
- 29:07 Application for Benefits

On reporting for work, applications for benefits covered by this agreement will be made, but entitlement will not occur until the end of the waiting period in each case. In the event the employee is retained beyond this specified probation period, the time they have worked will be counted for seniority purposes and the other terms of this Agreement, where applicable, will become effective from the day they commenced work. Employees shall be subject to deductions for Income Tax, Employment Insurance, Canada Pension, O.M.E.R.S, AND Union dues from the date of hire.
- 29:08 If the employee fails to notify the **Director of Employee Relations or their designate**, in writing, of any change which would result in lesser premiums on any benefits, the employee shall be responsible for the additional costs to the City because of his failure to give proper notice in writing.

29:09 Benefit Continuation After Layoff:

An employee on layoff shall continue to receive benefits as follows:

- (a) Continuation for one **(1)** month from the date of layoff for an employee who has completed their probationary period but has less than two (2) years continuous service.
- (b) Continuation for three (3) months from the date of layoff for an employee who has more than two (2) years but less than five **(5)** years continuous service.
- (c) Continuation for six **(6)** months from the date of layoff for an employee who has more than five **(5)** years but less than ten (10) years continuous service.
- (d) Continuation for twelve (12) months from the date of layoff for an employee who has ten **(10)** years continuous service.

ARTICLE 30:00 HEALTH AND SAFETY

- 30:01 (a) The City shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees. The employees will adhere to safety practices.
- (b) Under the Occupational Health and Safety Act, there is to be an Occupational Health and Safety Committee to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.
- (c) The City and the Union shall follow the terms of reference for the Joint Health and Safety Committee, and such terms of reference shall only be amended by mutual agreement. The Joint Health and Safety Committee Terms of Reference shall be attached to and form part of the collective agreement.
- 30:02 Workplace Safety and Insurance Act
- (a) The City shall provide the Union Vice-president with a copy of the "Employer's Report of Injury/Disease, Form 7" when submitting same to the Workplace Safety and Insurance Board.

ARTICLE 31:00 PROTECTIVE CLOTHING AND EQUIPMENT

- 31:01 When available, inside work will be provided for regular employees if in the opinion of the Supervisor it is not reasonable to work outside during wet, stormy and extremely cold weather.

- 31:02** The City will provide rubber boots, coats, and hats for employees required to work during inclement weather, or in cold or wet working conditions in sizes to fit the wearer. Such items will be replaced provided that the employees turns in the old or damaged article(s) that are to be replaced.
- 31:03** Employees working Solid Waste Services will be provided with rain wear, hats and gloves to be worn only when job conditions warrant. Any employee required to work under job conditions requiring rubber boots will be issued rubber boots on the basis of not more than one pair per year, with issued boots to be worn only when job conditions warrant. The employee will be responsible for keeping the issued boots available for wear when required. The issue of more than one pair of rubber boots per employee in Solid Waste Services shall be at the discretion of the Solid Waste Services Supervisor.
- 31:04** Coveralls
- The City will provide coveralls for all manual street cleaners, power flusher, sweeper operators, vac-all operators, solid waste operators and spare operators, mechanics and mechanics' helpers and all employees of the Water Works Division, Wastewater Division, sewer maintenance crew, tree crew, the Parks Repair Persons, refrigeration operators, Stockroom Employees and employees at the **Wet/Dry** Recycling Centre. Coveralls will be supplied on the basis of two changes per week for mechanics in the P.W. repair depot and one change for each of the other classes. Coveralls will be provided for the hose man on the basis of one suit for the duration of the crack filling operation. All coveralls to be issued through the stock room.

31:05 Uniform Clothing Allowance:

- (a) City employees will select their clothing issue using the Uniform Order Form as outlined in Appendix "B" of this Agreement. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal the current cost, excluding any taxes, of the standard issue which is defined as:
1. 3 shirts (Style **20020**) or pants (Style 10010) supplied once per year
 2. 1 pair of deluxe winter coveralls (Style **42090**) once per year
 3. 3 T-shirts (Style **23102**) once per year.
- (b) The resulting formula for establishing the total points is the sum of:
The cost of a shirt (Style **20020**) or a pair of pants (Style 10010), whichever is higher x 3 plus the cost of one pair of deluxe winter coveralls (Style **42090**) x 1 plus the cost of one T-shirt (Style **23102**) x 3.
- (c) The total points will be amended ~~from~~ year to year to reflect the changes to the formula as outlined above. Unused points cannot be carried forward from year to year.
- (d) Items listed on the Uniform Order Form can be amended ~~from~~ time to time only by mutual agreement of the parties.
- (e) Employees who do not choose the standard issue or employees who do not return their uniform order

form within 30 calendar days of the date of issue will be responsible for providing their own clothing, at their own expense, in the approved colour (navy blue). Excessively worn, tattered or dirty clothing will not be permitted.

- (f) While on duty with the City all employees must, under normal circumstances, wear issued clothing. Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled overtime. "Reasonable" attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.
- (g) All clothing will be issued in the month of January or as soon as possible thereafter.
- (h) Safety Footwear:
The City will pay annually for approved safety footwear purchased from a City approved supplier, to be purchased prior to the end of the vacation year.
The City will pay:
\$85.00 per pair effective March 1, 2000
\$90.00 per pair effective February 1, 2001
\$95.00 per pair effective February 1, 2002,
- (i) Coveralls ("North Sea Apparel" or equivalent) will be supplied to the Labourer/Attendants and Labourer/Spare Equipment Operator at the Landfill Site as required. The City will pay for laundering once per year.

31:06 Wearing of Shorts

- 1.** The City shall ensure that employees work in a safe manner and wear protective clothing appropriate to their occupation and work site. The City's policy is that employees whose jobs expose them to risk of leg injury must wear long pants or coveralls.
- 2.** If your job is one where short pants are allowed, the short pants will be of a reasonable length. **As** a guideline, approximately two to four inches above the knee would be considered to be reasonable. The short pants will be the same colour as the City issue trousers.
- 3.** Where an employee who opts to wear short pants and where the wearing of short pants is not a health and safety issue as determined by the City, the employee shall have available or carry with them, a pair of long pants or coveralls in case they are required to perform work that poses a risk of leg injury, during the course of a shift.

31:07 Prescription Safety Glasses

The City will reimburse to any full time employee who performs work where safety glasses are required, up to **\$250** once every three years for the purchase of prescription safety glasses, upon presentation of a receipt to their Supervisor.

31:08 Use of Own Tools:

All employees who ~~are~~ employed in the Vehicle Repair Shop or Solid Waste Services, who regularly use their own personal tools in the execution of their work, may have the cost of lost or broken tools refunded by the City, provided a receipt for the purchase of the replacement is endorsed by the Fleet Superintendent. A list of all tools held by the employee covered by this clause, on City property, shall be supplied to the Fleet Superintendent for insurance purposes. This list must be kept updated. The coverage includes loss by fire or theft of the complete set of tools.

ARTICLE 32:00 MILEAGE

32:01 Mileage will be paid at the rate of **33** cents per **km.** when employees use their own vehicles on City business. The provision of a personal vehicle will not be a condition of employment.

ARTICLE 33:00 JOB DESCRIPTION

33:01 The City agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. The City shall prepare a new job description whenever a new job is created or whenever the duties of a job change or increase. These job descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within **30** days of presentation.

33:02 When a new job is created, the rate of pay shall be subject to negotiations between the parties. Any new rate of pay shall

become retroactive to the time the new position was first filled by an employee or the date of change in the duties.

ARTICLE 34:00 BULLETIN BOARDS

- 34:01 The City shall provide space on all bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 35:00 GENERAL

- 35.01 When the City requires specific certificates or licences (excluding driver's licence) for the performance of an employee's current duties, the City will reimburse the employee the cost of any certificate or licence fees required to maintain such certificate or licence.

If an employee is required to be re-tested or re-examined for their current driver's licence, the City shall allow the employee the use of an appropriate City vehicle for a required road test.

- 35:02 The Union shall supply the City in writing, the names and addresses of all its officials as at present constituted and of any change in such officials' positions within three (3) days after any such change.
- 35:03 The employee's pay stub will show the earnings to date and the sick time accumulated to date.

35:04 Communications / Council and Management

Any reports or recommendations about to be made to City Council originating from management, dealing with matters of policy and/or conditions of employment and which may affect employees within the bargaining unit, shall be communicated and provided by management to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by City Council.

Management agrees that copies of all Committee and Council meeting agendas and reports, motions, resolutions, and by-laws or rules and regulations adopted by City Council in Committee of the Whole, which will affect the members of this bargaining unit, are to be forwarded to the Union by the Clerk's Department.

35:05 Job Creation, Job Training, Community Service Programs

- (a) The City agrees to discuss with the Union, in advance, the creation of new positions as a result of job creation programs initiated by the federal or provincial governments.
- (b) Should the Employer at any time participate in any job creation or job training programs, the following is agreed to:
 - 1. No full-time position will be replaced in whole or in part by any such program.
 - 2. No person from a job creation or job training program shall be considered for placement or placed

with the City while any employee is on lay-off if the laid off employee meets the criteria of the program, has the qualifications and is willing to participate in the program.

3. No full-time employee will be laid off, transferred or have his/her job duties altered as a result of the Employer's participation in any such program.
4. Persons placed by the Courts for "community placement orders" shall comply with #1 and #3 above, shall not be paid by the City and shall work under the direction of a City employee. The number of such employees that can be used by the City at any one time shall be subject to agreement between the City and the Union.

35:06 The parties agree that Wellington County's "Ontario Works Business Plan" or any successor or similar plan will not be used to displace or replace any paid work of full-time or part-time employees. The City agrees that " Ontario Works" clients/placement shall not be placed into any work that is or may be covered in whole or in part by Article 2:01 of the Collective Agreement.

ARTICLE 36:00 AMALGAMATION, MERGER, REGIONAL GOVERNMENT, SALE OF BUSINESS

36:01 Should the City of Guelph, Wellington County, its Townships or their respective advisors/consultants plan to, or merge, amalgamate or combine any of their operations or functions with each other and with the City of Guelph, or should the City of Guelph plan to, or merge, amalgamate or combine any of their operations or functions with another municipal

or private sector employer or transfer, convey or lease any of its operations or functions to another municipal or private sector employer, the Corporation will contact the Union immediately.

Should the provincial government plan to, or merge, amalgamate or combine any of the operations or functions of the City of Guelph, Wellington County or its Townships, the Corporation will contact the Union immediately. The City and Union representatives will, without delay, meet to discuss the plan of the City of Guelph, Wellington County, its Townships, the provincial government or their advisors/consultants.

The parties will meet with the new municipal employer or private sector employer in order to make every effort to ensure the retention of seniority rights, salary and wage levels, vacation and premiums, etc. for each employee who will be transferred to the other municipal employer or private sector employer. The City shall make every effort to ensure that no bargaining unit employee shall be deemed redundant or laid-off as a result of the amalgamation of any services of any other municipality.

36:02 In order to effect the operation of Article 36:01 and in order to ensure that procedures are established in the event of a future amalgamation, merger, transfer of operations or sale of business to another public or private sector employer, the parties agree to the following:

1. Notwithstanding section 69 of the Labour Relations Act, permanent employees who may be employed in any part of the City which is transferred to a private or public sector employer may be transferred and become employees of the

private or public sector employer or may elect permanent layoff and exercise their rights with respect to bumping under the collective agreement.

2. Permanent employees who may transfer to a private or public sector successor employer may, within the first 6 months of transfer to the successor employer, apply for any vacant position in the City/CUPE Local 241 bargaining unit and if successful, would retain their accumulated seniority earned while they were employed by the City.

ARTICLE 37:00 PERMANENT REDUCTION OF WORK FORCE

37:01 In the event of lay-off, as defined in Article 16:03, designed to permanently reduce the work force (not seasonal lay-offs) the Corporation shall give:

- (a) One (1) week per year of service with a minimum of 2 weeks notice for employees who have completed their probation but have less than five (5) years continuous service with the Corporation at the time of lay-off.
- (b) Three (3) months notice of such lay-off to employees who have five (5) years or more of continuous service with the Corporation at the time of lay-off.
- (c) Five (5) months notice to those with ten (10) or more years of continuous service with the

Corporation at the time of lay-off.

- 37:02** The City agrees to discuss with the Union, in advance, the creation of new positions as a result of "make work" programs initiated by the Federal or Provincial governments. It will be written as to the nature of work to be done, the rate of pay to be received by these employees and the duration of such programs.

ARTICLE 38:00 NOTIFICATION OF CHANGE

- 38:01** Change of Work Methods.

Three (3) months before the introduction of any technological or other change, or new methods of operation which affects the rights of employees, conditions of employment, wage rates or work loads, the Corporation shall notify the Union of the proposed change. No regular employee shall be dismissed by the Corporation because of mechanization, technological or other changes. In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by the employees under the present methods of operation, such employees shall be given a period not to exceed three (3) months during which they may perfect or acquire skills necessitated by the new method of operation. Costs of courses required will be paid by the City on successful completion of the course by the employee. There shall be no deduction in wage or salary rates paid to the employee during the training period of any such employee and no reduction in pay upon being re-classified in the new position.

38:02 Public-Private Partnerships

The City shall advise the Union in writing at least thirty (30) days before the City officials make a recommendation to any Committee of Council or to Council that the City of Guelph enter into any joint arrangement with any public sector or private sector entity for the provision of public services at a facility, property or service in which the City has any present or future equity.

The City shall make available to the Union any technical or other information in its possession or that it may reasonably be able to obtain that may be required by the Union to evaluate the contract proposal and the work to be undertaken.

Within five (5) working days of advising the Union the City shall meet with the Union to fully discuss the details of the work or service to be undertaken or the joint arrangement with any public sector or private sector entity, in order to afford the Union an sufficient opportunity to make a presentation to management, the relevant Committee or to Council in order to evaluate whether such work or service can be performed by employees of the City.

38:03 Contracting Out

The City shall advise the Union in writing at least thirty (30) days before the City officials make a recommendation to any Committee of Council or to Council ~~to~~ contract out any work or service that is presently performed by employees in the bargaining unit,

The City shall make available to the Union any technical or other information in its possession or that it may reasonably be able to obtain that may be required by the Union to evaluate the contract proposal and the work to be undertaken.

Within five (5) working days of advising the Union, the City shall meet with the Union to fully discuss the details of the work or service to be undertaken, in order to afford the Union sufficient opportunity to make a presentation to management, the relevant Committee of Council or to Council, in order to evaluate whether such work or service can be performed by employees of the City.

**ARTICLE 39:00 SUSPENSION OF EMPLOYEE'S
DRIVER'S LICENCE**

- 1.** If an 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 motorised equipment, they must immediately advise their supervisor.

2. When an employee has their driver's license suspended and is therefore unable to perform the essential duties of their job, they shall be given a leave of absence without pay and benefits and without accumulation of seniority, subject to #4, below for the same period of time they are without their driver's licence and/or prohibited from driving. The position occupied by the employee may be filled by a temporary assignment of another employee.
3. When the employee's licence is restored they shall advise the City and shall be recalled to the job they performed at the time of the suspension of their driver's licence. When the prohibition on operation of motorised equipment has expired the employee will then be given the opportunity to operate such equipment in accordance with #4, below.
4. The City and the Union shall fully explore all of the alternatives for employment placement for the employee in the sequence set out below: The employee shall not be placed on a leave of absence without pay where:
 - a) The employee can secure another form of transportation to and from work and continue to perform the essential duties of his job.
 - b) It may be possible for the City and the Union to negotiate alternate work, if a driver's licence is not an essential part of the actual performance of the alternate work and there is an available non-driving position. The nature of the work to which the employee is reassigned will be negotiated between the City and the Union. The wage rate will be adjusted to the wage rate of the assigned job.
 - c) The employee may displace one or more temporary

employees if he is capable of performing the work within a ten (10) day orientation period.

5. No employee shall be disciplined, suspended or terminated either directly or indirectly due to the loss of his/her driver's licence unless such loss of driver's licence or driving privileges occurred with the operation of a City vehicle or during his work hours.
6.
 - a) An employee as set out in #1 above who loses their licence by suspension, or is prohibited from driving for a second time as the result of the decision of a court or tribunal will not be able to avail themselves of #4, above unless mutually agreed by the City and the Union. Similarly, an employee who can restore their licence, but chooses not to, will not be permitted to avail themselves of #4 above.
 - b) Where an employee has their licence suspended prior to the disposition of any alleged offence by a court or tribunal, the City will regard any subsequent suspension of licence or prohibition from driving as a single suspension.

ARTICLE 40:00 DURATION

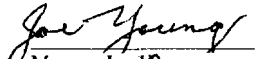
- 40:01 This Agreement shall be effective ~~from~~ February 1, 2001 to January 31, 2003 and ~~from~~ year to year thereafter unless either party gives notice, in writing, to the other party, not more than ninety (90) days prior to expiry in any year of their desire to alter same. However, any change deemed necessary in this

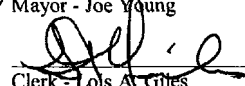
agreement may be made by mutual agreement of the parties at any time during the existence of this agreement.

Notwithstanding the above, any such agreement shall require the signatures of the President of C.U.P.E. Local 241, the C.U.P.E. representative and the Director of Employee Relations or their designate.

Dated at GUELPH, ONTARIO this 26th day of June, 2000.

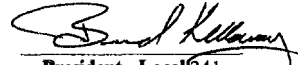
FOR THE CORPORATION
OF THE CITY OF GUELPH:




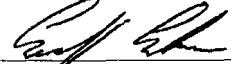
Mayor - Joe Young


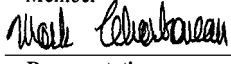
Clerk - Lois A. Giles

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 241:



President - Local 241


Secretary - Local 241


Negotiating Committee
Member


Representative



SCHEDULE A -- WAGES

Class	Job Title	Rate	Rata	Rata
		Feb.1,2000	Feb.1,2001	Feb.1,2002
9	Ride Operator/Splash Park Operator Attendant' Temporary Employee--1stWork Term'	8.97	9.22	9.49
10	Temporary Employee-- 2nd/subsequent Work Terms' Ride Operator/Splash Park Operator Team Leader'	9.74	10.01	10.31

* *These rates apply to temporary employees operating equipment up to 18,000 lbs. G.V.W.*

Temporary employees operating heavier equipment will be paid the appropriate Equipment Operator rate.

11	Sorter	10.00	10.50	11.00
12	Cleaner Labourer Lead Sorter Spotter	15.29	15.71	16.18
13	Assistant Storekeeper Equipment Operator - Grade 4 Operator In Training - Waterworks, WWTP, PW Record Keeper Skilled Labourer	15.74	16.18	16.66

Class	Job Title	Rate	Rate	Rate
		Feb.1,2000	Feb.1,2001	Feb.1,2002
14	Asphalt Raker Concrete Finisher - Skilled Labourer Refrigeration Operator Signal and Sign Maintainer - Grade3 Vehicle Washer/Auto Serviceperson	15.88	16.31	16.80
16	Auto Serviceperson Downtown Maintainer Equipment Operator - Grade 3 Lead Cleaner - Recreation and Parks Signal and Sign Maintainer - Grade 2 Tandem Operator	16.03	16.47	16.97
17	Asphalt Operator Assistant Compost Operator • Wet-Dry Assistant Compost Operator • WWTP (with OIT) De-Watering Operator • WWTP (with OIT) Equipment Systems Analyst Forestry Worker Weigh Scale Operator	16.23	16.67	17.17
19	Certified Refrigeration Operator Household Hazardous Waste Operator Storekeeper	16.46	16.91	17.42

Class	Job Title	Rate Feb.1,2000	Rate Feb.1,2001	Rate Feb.1,2002
20	Assistant Compost Operator - WWTP (with Operator - Class I license) Building and Plant Maintainer De-Watering Operator, WWTP (with Operator - Class I license) Equipment Operator - Grade 1 Gardener Maintenance Mechanic One Person Waste Packer Operator Operator - Class I (Waterworks, Supply & Distribution Waste Water Collection, WWTP, PW) Repairperson - Recreation and Parks Welder	16.70	17.16	17.67
21	Aerial/Rope Forestry Worker Compost Operator - Wet/Dry, WWTP Horticulturist Operator - Class 2 (Waterworks, Supply & Distribution Waste Water Collection, WWTP, PW) Signal and Sign Maintainer - Grade 1	17.10	17.57	18.09
22	Operator - Class 3 (Waterworks, Supply & Distribution, WWTP)	17.59	18.07	18.61
23	Lead Hand Operator - Class 4, WWTP Welder Fabricator	18.61	19.13	19.70

Class	Job Title	Rate	Rate	Rate
		Feb.1,2000	Feb.1,2001	Feb.1,2002
24	Licensed Electrical Maintainer Licensed Industrial Maintenance Mechanic Licensed Industrial Electrician Licensed Instrumentation/Electronics Technician Signal and Sign Licensed Electrician	20.37	20.93	21.55
25	Licensed Automotive/Truck and Coach Technician	20.58	21.15	21.78
26	Lead Licensed Automotive/Truck and Coach Technician Lead Licensed Industrial Maintenance Mechanic	21.43	22.02	22.68

EQUIPMENT RELATING TO CLASSIFICATION

POSITION	CLASS	EQUIPMENT
Equipment Operator 1	20	Grader Loader/ backhoe Bulldozer Scraper Landfill compactor Aerial lift One person waste packer Sewer flusher
Equipment Operator 2	17	Loader - 4WD, 2cy. Skid steer
Equipment Operator 3	16	Street flusher Vac all Street sweeper Tandem dump truck
Equipment Operator 4	14	Single axle dump truck 1- 1/2 ton dump truck Tractor loader Tractor and mounted accessories Wood chipper Stump cutter Asphalt roller Riding mower Sidewalk plow Pick-up truck Forklift

DUAL POSITIONS

<u>TITLES</u>	<u>CLASSIFICATIONS</u>
Aerial Rope Tree Trimmer/ Spare Equipment Operator Grade 4	20/13
Equipment Operator Grade 4/ Asphalt Operator	13/17
Equipment Operator Grade 4/ Asphalt Raker	13/14
Equipment Operator Grade 4/ Certified Refrigeration Operator	13/19
Equipment Operator Grade 4/ Equipment Operator Grade 3	13/16
Equipment Operator Grade 4/ Lead Hand Grade 1A	13 /22
Equipment Operator Grade 4/ Refrigeration Operator	13/14
Forestry Worker Spare Equipment Operator	17/13
Labourer/Attendant	12/17
Labourer/ Spare Equipment Operator Grade 1 - Eastview Landfill Site	12/20

Labourer/ Spare Waste Packer Operator	12/20
Refrigeration Operator/ Repairperson	14/19
Repairperson/ Certified Refrigeration Operator	19/19

APPENDIX A

CITY OF GUELPH AND CUPE LOCAL 241

THE CLASSIFICATION OF OPERATOR POSITIONS IN WATER
WORKS, WASTEWATER TREATMENT AND WASTEWATER
COLLECTIONS

The City wishes to encourage all operations employees in these facilities to attain the highest levels of certification available through the Ministry of Environment. In order to assist employees to attain these licences, the City will:

- pay the exam fees for employees,
- allow employees to write their exams on working time
- provide study materials and training support through in-house training programs.

Any current employee of the Waterworks, Wastewater Treatment Plant or Wastewater Collections who does not possess their Grade 12 or equivalent shall be maintained in their current job.

Any current employee who does not possess an Operator in Training licence may apply for a posted position for an Operator in Training, on the understanding that he obtains the licence prior to assuming such position.

WWTP CLASSIFICATION OF OPERATIONS POSITIONS

City of Guelph Wastewater Treatment Plant is a Class IV facility under Ontario Regulation **435/93** of the Ontario Water Resources Act.

1. WWTP Operator in Training

Qualifications: Must be able to understand, read and write English.
Must have completed Grade 12, or equivalent.
Must have successfully completed the Ministry of Environment (MOE) course for an Operator-in-Training and possess an Operator-in-Training licence.

2. WWTP Operator Class I

Qualifications: Must be able to understand, read and write English.
Must have at least one year of experience in operations in a wastewater treatment facility.
Must hold an MOE Class I licence for that type of facility.

3. WWTP Operator Class II

Qualifications: Must be able to understand, read and write English.
Must have at least three years experience as an operator in a wastewater treatment facility.
Must hold an MOE Class II licence for that type of facility.

4. WWTP Operator Class III

Qualifications: Must be able to understand, read and write English.
Must have successfully completed at least two years of additional education or training relevant to the functions

performed by operators of facilities.

Must have at least four years experience as an operator in a wastewater treatment facility, including at least two years as an operator-in-charge in a Class II, Class III or Class IV facility.

Must hold an MOE Class III licence for this type of facility.

5. WWTP Operator Class IV

Qualifications: Must be able to understand, read and write English.

Must have successfully completed at least four years of education or training relevant to the functions performed by operators of facilities.

Must have at least four years experience as an operator in a wastewater treatment facility, including at least two years as an operator-in-charge in a Class III or Class IV facility.

Must hold an MOE Class IV licence for this type of facility.

WATERWORKS CLASSIFICATION OF OPERATIONS POSITIONS

The City of Guelph Waterworks is a Class III facility under Ontario Regulation 435/93 of the Ontario Water Resources Act.

Classifications are divided between Supply and Distribution Divisions at Waterworks:

SUPPLY DIVISION POSITIONS

1. Operator in Training - Supply

Qualifications: Must be able to understand, read and write English.

Must have completed Grade 12, or equivalent.
Must have successfully completed the Ministry of Environment (MOE) courses for Operator-in-Training in water treatment and in waste water collections and possess both Operator-in-Training licences.

2. Certified Supply Operator Class I

Qualifications: Must be able to understand, read and write English.

Must have at least one year of experience in operations in a water treatment facility and in wastewater collections.
Must hold MOE Class I licence for those types of facilities.

3. Certified Supply Operator Class II

Qualifications: Must be able to understand, read and write English.

Must have at least three years experience as an operator in a water treatment facility and in wastewater collections.
Must hold MOE Class II licences for those types of facilities.

4. Certified Supply Operator Class III

Qualifications: Must be able to understand, read and write English.

Must have successfully completed at least two years of additional education or training relevant to the functions performed by operators of water treatment facilities.
Must have at least four years experience as an operator in a water treatment facility, including at least two years as an operator-in-charge in a Class II, Class III or Class IV facility.
Must hold an MOE Class III licence for this type of facility.

DISTRIBUTION DIVISION POSITIONS

1. Operator in Training - Distribution

Qualifications: Must be able to understand, read and write English.

Must have completed Grade 12, or equivalent.

Must have successfully completed the Ministry of Environment and Energy (MOEE) courses for Operator-in-Training in water distribution and possess an Operator-in-Training licence.

2. Certified Distribution Operator Class I

Qualifications: Must be able to understand, read and write English.

Must have at least one year of experience in operations in a water distribution facility.

Must hold MOE Class I licence for this type of facility.

3. Certified Distribution Operator Class II

Qualifications: Must be able to understand, read and write English.

Must have at least three years experience as an operator in a water distribution facility.

Must hold MOE Class II licence for that type of facility.

4. Certified Distribution Operator Class III

Qualifications: Must be able to understand, read and write English.

Must have successfully completed at least two years of additional education or training relevant to the functions performed by operators of water distribution facilities.

Must have at least four years experience as an operator in a water distribution facility, including at least two years as an operator-in-charge in a Class II, Class III or Class IV facility.
Must hold an MOE Class III licence for this type of facility.

WASTEWATER COLLECTION CLASSIFICATION OF OPERATIONS POSITIONS

The City of Guelph wastewater collections facility is a Class II facility under Ontario Regulation 435/93 of the Ontario Water Resources Act.

1. Wastewater Collections Operator in Training

Qualifications: Must be able to understand, read and write English.

Must have completed Grade 12, or equivalent.

Must have successfully completed the Ministry of Environment (MOE) course for an Operator-in-Training and possess an Operator-in-Training licence.

2. Wastewater Collections Operator Class I

Qualifications: Must be able to understand, read and write English.

Must have at least one year of experience in operations in a wastewater treatment facility.

Must hold an MOE Class I licence for that type of facility.

3. Wastewater Collections Operator Class II

Qualifications: Must be able to understand, read and write English.

Must have at least three years experience in wastewater collections.

Must hold an MOE Class II licence for that type of facility.

CITY OF GUELPH

GUIDELINES FOR THE STRUCTURE AND FUNCTION OF
THE JOINT HEALTH AND SAFETY COMMITTEE

PREAMBLE

1. It is a requirement of the Occupational Health and Safety Act to establish a policy which should encourage the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. The Corporation of the City of Guelph and C.U.P.E. 241 and C.U.P.E. 973 have established a Joint Health and Safety Committee under the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof.
3. The parties acknowledge that a Joint Health and Safety Program can only be successful where everyone in the workplace is committed to these responsibilities. Therefore, the parties undertake to co-operate in ensuring that these guidelines and the full intent of the Occupational Health and Safety Act will be carried out by their respective organizations.
4. The parties hereto adopt these GUIDELINES in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

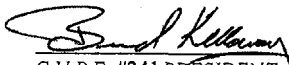
RENEWED: FEBRUARY 4, 2000

FOR THE CITY




ADMINISTRATOR
CITY OF GUELPH

FOR THE WORKERS



C.U.P.E. #241 PRESIDENT



C.U.P.E. #973 PRESIDENT

STRUCTURE OF JOINT COMMITTEE

- 1.1 The Joint Committee shall consist of no less than four representatives from C.U.P.E. 241 and no less than four representatives from C.U.P.E. 973 and up to 50% representation from management. There shall be no limit as to the amount of time that a member may sit on the Joint Committee. Alternates may be allowed, however, they shall only be used in emergency conditions and with the approval of the Co-chairpersons. A list of members will be posted with alternatives listed.
- 1.2 The Joint Committee shall hold meetings as required, which shall be scheduled on an annual basis. (Changes shall be approved by the Co-Chairpersons.)
- 1.3 There shall be two Co-chairpersons, one (1) from the employer and one (1) from the workers: appointed for a minimum of two years who may alternate the chair of meetings.
- 1.4 A Co-chairperson may, with the consent and approval of his/her counterpart, invite any additional person(s) to attend a meeting to provide additional information and comment, but the invitee shall not participate in the regular business of the meeting.
- 1.5 *The Joint Committee shall have a minimum of two specially trained and certified members, one representing workers and one representing management. Certified members shall have the power to make a mutual decision to stop work that they consider to be dangerous to the health or safety of workers.

*This section of the "Act" will not be applicable until the training program necessary is established and approved by the Workplace Health and Safety Agency.

FUNCTIONS OF JOINT COMMITTEE

- 2.1 To attain the spirit of the Occupational Health and Safety Act, the functions of the Joint Committee shall be:
- (a) to identify, evaluate and recommend a resolution of all matters pertaining to health and safety in the workplace to appropriate senior management.
 - (b) to encourage adequate education and training programs in order that all employees are knowledgeable of their rights, restrictions, responsibilities and duties under the Occupational Health and Safety Act.
 - (c) to address matters related to all regulations under the Act, to Designated Substances and to WHMIS.
 - (d) to deal with any health and safety matter that the Joint Committee deems appropriate.
 - (e) to monitor the Occupational Health and Safety Program making sure that the responsibilities for health and safety are being accepted at the various levels within the organization and that health and safety programs are operating effectively.

2.2 Inspections

The designated members who represent workers shall inspect the physical condition of the workplace. All workplaces shall be inspected once per month. Prior to any inspection, the worker

member shall inform the management person responsible for the workplace of the proposed date for inspection and, whenever possible, the management person shall accompany the worker. Workplace inspection schedules shall be determined by the worker and management.

- 2.3 All health and safety concerns raised during the physical inspection shall be recorded on the workplace inspection form and shall be signed by member(s) performing the inspection.
- 2.4 The workplace inspection form shall be forwarded to the Joint Committee and the Senior Management within two days of the workplace inspection. Senior Management shall inform the Joint Committee of the status of the outstanding items by the next Committee meeting.
- 2.5 Recommendations of the Joint Committee
- Written or minuted Joint Committee recommendations shall be submitted to Department Heads and they shall respond in writing within 14 days. Failing to respond within 14 days, then the recommendation will be referred to the City Administrator by the Co-chairpersons. The City Administrator shall respond in writing within 7 calendar days with details of who will be responsible for such action and a proposed time frame.
- 2.6 The Joint Committee shall designate members and alternates if required, chosen by those they represent, to investigate all serious workplace accidents, and incidents that have the potential for a serious accident. The inspection team shall be responsible for overseeing that the requirements prescribed in Section 25 and 26 of the Act and Sections 5 and 6 of the Regulations for Industrial Establishments and Regulations for Construction Projects are carried out.

- 2.7 The Joint Committee shall designate two members, one management and one worker representative, and/or alternates to accompany the Ministry of Labour Inspector while carrying out Ministry inspection of the workplace.
- 2.8 The members of the Joint Committee representing workers shall designate a member and/or alternate if required, to participate, investigate and advise on work refusals.
- Department Heads and the Ministry of Labour shall be informed in writing of the names of the worker(s) so designated.
- 2.9 Joint Committee members who represent workers shall be advised by Management with respect to proposed workplace testing strategies related to industrial hygiene. A member of the Joint Committee may be present at the beginning of such testing.
- 2.10 Any Joint Committee member may be assigned any other duties as required by Legislation or the Joint Health and Safety Committee.

MINUTES OF MEETINGS

- 3.1 Management shall provide or designate a secretary for the Joint Committee meetings to take minutes and be responsible for having the minutes typed, circulated and filed within one calendar week of the meeting or as the Committee may from time to time instruct. Minutes of meetings shall be reviewed, and edited where necessary, by the Co-chairpersons, then signed and circulated to all Joint Committee members and a copy forwarded to Department Heads before any broader circulation takes place. Agenda items shall be identified by a reference number, and be

readily available in a proper tiling system. Names of Joint Committee members shall not be used in the minutes except to record attendance.

QUORUM

- 4.1 Joint Committee meetings shall have a quorum of ~~fifty~~ percent plus one members present in order to conduct business. One Co-chairperson must be present in order to conduct business. If a Co-chairperson is absent, the other Co-chairperson shall chair the meeting. The number of management members present at a Joint Committee meeting shall not be greater than the number of worker members.

PAYMENT FOR ATTENDANCE AT MEETINGS

- 5.1 All time spent in attendance at Joint Committee meetings or in activities relating to the function of the Joint Committee, shall be paid for at the member's current rate of pay for performing work, and the time spent is to be considered as time at work.
- 5.2 Joint Committee members shall be allowed one hour of preparation time for each committee meeting, or longer as the Joint Committee determines is necessary.

MEETING AGENDA

- 6.1 The Co-chairpersons shall prepare an agenda and forward a copy of the agenda to all Joint Committee members at least one week

in advance of the meeting.

- 6.2 The Joint Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the agenda in meetings shall be dealt with on the basis of consensus rather than by voting. Formal motions will not be used.
- 6.3 All agenda items, whether resolved or not shall be reported in the minutes. Unresolved items shall be minuted and placed on the agenda for the next meeting.

GENERAL

- 7.1 All employees will be encouraged to discuss health and safety problems with their immediate supervisor before bringing them to the attention of the Joint Committee.
- 7.2 Committee members shall thoroughly investigate all complaints to obtain all the facts and shall exchange these facts with each other when searching for a resolution to a problem. All problem resolutions shall be reported in the minutes.
- 7.3 Medical or trade secret information shall be kept confidential by all Joint Committee members.
- 7.4 Any amendments, deletions or additions to these Guidelines shall have the consensus of the total Committee and shall be set out in writing and attached as an Appendix to the Guidelines.

7.5 These Guidelines provide a framework for effective functioning of the Joint Health and Safety Committee. References may be made to the Occupational Health and Safety Act and its guidebook.

Management shall prepare and review at least annually a written Occupational Health and Safety policy, and shall develop and maintain a program to implement that policy (Section 14(2)(1)). This should be accomplished in consultation with the Joint Health and Safety Committee.

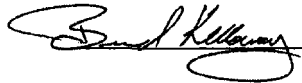
RENEWED: FEBRUARY 4, 2000

JOINT COMMITTEE MEMBERS

FOR THE CITY

A handwritten signature in black ink, appearing to be 'J. J. ...', written over a horizontal line.

FOR THE WORKERS

A handwritten signature in black ink, appearing to be 'Brend Kellaway', written over a horizontal line.

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

Implementation of the new Waste Water Treatment Plant Schedule

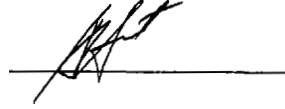
The agreed upon language for the applicable articles for a new WWTTP Schedule will only come into effect upon the hiring of the eighth operator. The shift schedules for the current six employees will not be changed until the starting date of the eighth operator and in conformity with Article 23:03 (d). The new schedule will be considered to be designed for eight employees. In the event of a resignation of any **one** of the six current operators or the two new operators, the City shall post such vacancy within ten working days of the start of the vacancy, unless the City advises the Union that a posting will not occur.

Rotating Shift Schedule at the Waste Water Treatment Plant.

The parties agree that after one **(1)** year of operation on the new schedule, a committee shall be formed whose goal will be to review the rotating shift schedule at the Waste Water Treatment Plant. This committee shall be composed of three (3) members of management, two **(2)** members of the Operations staff at the Plant and one **(1)** member of the Union Executive.

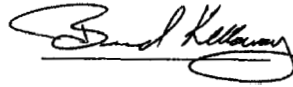
Signed at Guelph, Ontario this 4th day of February, 2000.

FOR THE CITY OF GUELPH



A handwritten signature in black ink, appearing to be 'J. H. ...', written over a horizontal line.

FOR C.U.P.E. LOCAL 241



A handwritten signature in black ink, appearing to be 'Brend Kellaway', written over a horizontal line.

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE **CITY** OF GUELPH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

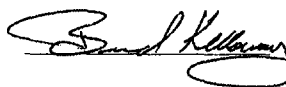
The City will undertake to review with the Union, any contracts currently performed by private contractors involving any work or service that may reasonably be performed by City employees. This will be done within ninety (90) days after ratification of the contract. Thereafter, review would be on an annual basis. The purpose of this review will be to offer disclosure of the costs of such contracts to the Union on an ongoing basis and to allow a full and open discussion of the possibility that these services may be performed by City employees.

Signed at Guelph, ~~Ontario~~ this 4th day of February, 2000.

FOR THE CITY OF GUELPH



FOR C.U.P.E. LOCAL 241



LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 241

During the course of negotiations, the parties discussed the changes that have been made in the OMERS factor requirements for early retirement. In order to recognize that employees can choose to retire under the "80 factor" window, the parties agreed as follows:

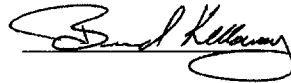
The City will extend retiree benefits in accordance with Article 29:02 to full time employees, who are age ~~SO-55~~ and who retire early under the terms and conditions of the OMERS "80 factor" retirement window,

Signed at Guelph, Ontario this 4th day of February, 2000.

FOR THE CITY OF GUELPH



FOR C.U.P.E. LOCAL 241



LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

The Union and the City agree no change will be made to the schedule of the Cleaner at Victoria Road Recreation Centre until such time as the current employee in that position retires.

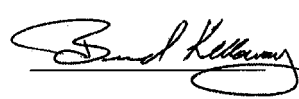
At that time the City, may choose to post the job ~~as a~~ 12:00 Midnight to 8:00 a.m. shift, Monday through Sunday, any five consecutive shifts. Article 23:02 (c) would be revised at that time to include "and Victoria Road Recreation Centre" by Letter of Understanding.

Signed at Guelph, Ontario this 4th day of February, 2000.

FOR THE CITY OF GUELPH



FOR C.U.P.E. LOCAL 241



LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

1. **T-4 Slips**
The City agrees that with the conversion to the new payroll computer system, the City will ensure that the employee T-\$ slips are provided to employees as soon as possible in February of the year.
2. **Pay Stubs Show Lieu Days**
The City will investigate having the **new** payroll computer system provide each employee with a record on each pay stub of any lieu days accumulated to date.
3. **Apprenticeship Program – possible implementation**
The parties agree to meet following negotiations but no later than September 30, 2000 to discuss the joint development, composition and implementation of an Apprenticeship Program for the employees at the City of Guelph.
4. **Temporary Period Re: Pregnancy/Parental Leave**
In order to address an issue raised by the City in the 1999-2000 negotiations, the Union agrees to meet with the City to discuss the need to amend the collective agreement period of temporary employees who would be required to fill pregnancy, parental or adoption leaves in the event that the Federal Government implements any amendments to the

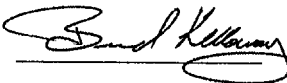
Employment Standards Act that will extend the current maximum thirty five (35) weeks total pregnancy/parental leave to a longer period.

Signed at Guelph, Ontario this 4th day of February, 2000.

FOR THE CITY OF GUELPH

FOR C.U.P.E. LOCAL 241





LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

The Parties agree to participation by employee representatives of the bargaining unit, selected by the Union, on a Corporate Committee to develop a Corporate Modified Work Program. The parties agree to provide modified duties to employee in accordance with the following terms:

Rehabilitation, Modified Duties and Work Accommodation

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The City acknowledges that it has a legal obligation to provide work accommodation in accordance with the Ontario Human Rights Code.

When required by the employee, the City or the Union, the City shall ensure that the employee is represented by a Union representative in meetings with City staff to discuss a modified work assignment. In all cases, the City shall ensure that the Union is informed in advance of modified work assignments.

Return to Work and Job Security

An employee who, because of illness or injury, remains off work due to sick leave, an L.T.D. claim or a W.S.I.B. claim shall retain and continue to accumulate seniority for a period of time equal to the length of his seniority at the commencement of absence, or for a period of twenty four months.

whichever is lesser.

Should an employee be capable of performing the essential duties of their former position, the City shall return the employee to his former position. Should **an** employee not be capable of returning to their former position, the City and the Union shall jointly determine the suitable placement of employees on sick leave, L.T.D. or W.S.I.B., who are capable of returning to work. Failing agreement on a suitable **placement**, the employee shall at all times retain his right to bump a less senior employee in any classification.

Modified Duties

This clause provides a modified work program to assist in the rehabilitation of employees who has been absent from work due to illness or injury.

Objectives of the Program

- To restore an ill or injured employee to his fullest possible occupational economic capacity.
- To provide the employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
- To accommodate and/or rehabilitate an ill or injured employee in his pre-injury/pre-illness position or job, wherever feasible, or to accommodate the employee in another position or job.

Definitions

Modified Work - Altering a work condition or requirement to better match the

employee's medical restrictions that he may perform safely without unreasonable risk of injury or re-injury to self or others and to assist in the rehabilitation of the employee. The altering of a work condition may include part-time hours.

Suitable Work - Work that is different from the employee's pre-injury/pre-illness work and that has been specifically designed or designated to accommodate an employee's medical restrictions.

Modified Duties and Work Accommodation Program

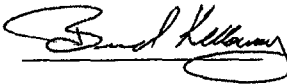
1. Any employee who has sustained an occupational or non-occupational illness or injury that prevents them from performing the essential duties of their regular job shall be eligible to participate in this program.
2. The City, in consultation with the Union, shall jointly determine the design of modified work or duties based on medical information for the employee who is off work due to illness or injury.
3. Upon receipt of a release of information signed by the employee, the Employee Resources Department shall provide to the Union representative designed to assist the employee medical documentation relevant to the employee's medical Restrictions and that is required to determine appropriate modified duties.
4. The City and the Union shall determine the wage rate, if not the employee's former wage rate.
5. Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit..

6. The modified work assignment must be productive and meaningful to both the City and the employee. The modified work assignment must suit the medical restrictions, education, training and experience of the employee. Medical restrictions will be determined by the employee's attending physician and provided to the City in writing.

RENEWED: FEBRUARY 4, 2000

FOR THE CITY OF GUELPH

FOR C.U.P.E. LOCAL 241


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LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL **241**

The following is the agreed upon understanding between the parties with respect to the treatment of sick leave for employees who transfer from C.U.P.E. Local **973** to C.U.P.E. Local **241** and vice versa, as described in Article 17:00.

1. Transfers from C.U.P.E. Local **241** to C.U.P.E. Local **973**:
 - (a) if the employee has seven (7) years or more of continuous service with the Corporation and has accumulated sick days, they will be paid for fifty percent (50 %) of the credited sick leave at the employee's rate of pay in Local **241** at the time of transfer and will carry the remaining credited sick days with them. The employee is entitled to the terms and conditions of Article 23 - Accident and Sickness of the Local **973** Agreement.
 - (b) if the employee has less than seven (7) years of continuous service with the Corporation and has accumulated sick days, they shall carry those days with them to use as banked sick days.
2. Transfers from C.U.P.E. Local **973** to C.U.P.E. Local **241**:
 - (a) employees will take all unused non-accumulated sick days

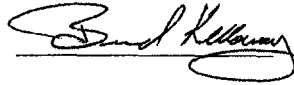
to Local 241. Should the employee become ill, they shall use those days during the calendar year in which they transfer, in accordance with Article 23 of the collective agreement with Local 973. The employee shall be subject to the sick leave provisions in accordance with Article 27 of the Local 241 agreement.

- (b) Local 973 employees having sick leave in their banks from prior to 1986 may draw upon this sick leave to a maximum of eighty-three (83) days per year in accordance with Article 23:07.

RENEWED: FEBRUARY 4, 2000

FOR THE CITY OF GUELPH

FOR C.U.P.E. LOCAL 241



(example only - obtain forms from Employee Resources)

.....
Corporation of the City of Guelph

JOB POSTING APPLICATION FORM

CUPE Local 241

INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

You must complete the "qualifications" section and attach copies of any documents pertinent to your application, such as licenses or certificates.

JOB APPLIED FOR _____ POSTING #: _____

NAME: _____ Employee No.: _____

Current Position: _____

Start Date in Current Position: _____

- ***N.B. You are not eligible for this position if you have not been in your current position for 12 months, unless it is not filled by an eligible applicant.***

My qualifications for this position are:

The reasons that I am interested in obtaining this position are:

Signature: _____

Date: _____