

# **Collective Agreement**

between

**The Corporation of the City of Guelph**

and

**The Canadian Union of Public Employees  
Local 241**

**Begins:  
02/01/2003**

**Terminates:  
01/31/2006**

**07025 (08)**

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**LETTERS OF UNDERSTANDING:**  
**APPRENTICESHIPS.**

## 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 a **mechanism** 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 Environment and Transportation Group, which includes the Public Works, Waterworks, Public Works Department Solid Waste Resources Division, Wastewater Services Division, Waterworks Division, Traffic Services Division and Parking Services Division and in the facilities of the Community Services Group (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 conformity with this to alter or to make reasonable regulations to be observed by its employees, provided that such regulations are not contrary to the intent of this agreement.
- (b) Direct the City's 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
- 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 Human 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 Human 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. The City will ensure that the employee T-4 slips are provided to employees as soon as possible in February of the year.

## **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**

### **12:01 GRIEVANCE PROCEDURE**

(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 is encouraged to first discuss the issue with their immediate supervisor.**

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

#### Step 1

The employee shall submit the grievance to his/her supervisor within ten (10) working days of the alleged violation of the agreement. **The employee's supervisor will forward a copy of the grievance to their manager and the Manager of Labour Relations.**

The supervisor shall, within two (2) working days, convene a meeting with the grievor, accompanied by his/her steward **and/or an additional department manager** to discuss the grievance. Failing settlement at this **step**, within

two (2) working days of the meeting, then Step 2 may be invoked.

Following receipt of the decision of the supervisor at Step 1, the Union and the City may mutually agree to convene a consultation meeting of the grievor, the Chief Steward and the Union President with the Manager of Labour Relations and the supervisor as soon as possible. The purpose of the meeting is to expedite and resolve the grievance. In the event this meeting is convened, the time limits for proceeding to Step 2 will be extended to accommodate this consultation meeting. This meeting is optional, not mandatory, and requires the mutual agreement of the parties.

## Step 2

The grievance shall then be submitted to the Union's Grievance Committee who shall then submit the grievance to the Human Resources Department within three (3) working days. Within five (5) working days of receipt of notice by the Union, a meeting shall be held with the Union Grievance Committee, the grievor, the supervisor, and the City Grievance Committee (comprised of the Manager of Labour Relations and the Director of Human Resources, the Commissioner of Community Services Group and the Commissioner of Environment and Transportation Group or their designates).

The **City** 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.

(b) Any grievance of a notice of lay-off or lay-off shall be filed with the **Human** 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.

(b) 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.

(c) If an employee **is to be**, or has been suspended or discharged, the City shall ensure that the employee is accompanied **at all meetings by either** the Union President, Vice-president or Chief Steward. **At the discretion of the Union two (2) of the above officers may attend such meeting.**

(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, following the disciplinary meeting.

(e) No employee shall be transferred out of his current position or shift for disciplinary reasons.

(f) 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.

#### 12:03 Extension to Time Limits

The time limits outlined in the Grievance Procedure may be extended by mutual agreement of the parties, in **writing**. If time limits are not met in the grievance procedure, either party may advance the grievance to the next step.

#### 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 **Human**

**Resources** Department 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 **employee's supervisor**.

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.

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

(a) No employee shall be given notice of lay-off until **they have** been **offered all** temporary, seasonal and summer student employment.

(b) 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.

## **16:04 Bumping Procedure**

### **(a) 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 Human 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. **I**f the employee **is** granted the bump, he/she will be on trial for thirty (30) days worked. Immediately on assuming the new position, the employee has up to five (5) days to determine if the position is suitable to him/her. **I**f 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 **thirty (30)** 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.

**(b) 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 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 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 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 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 his/her seniority rights to bump 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.

#### 16:05 **Loss of Seniority**

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

- (a) the employee leaves of their own accord;
- (b) the employee is discharged for cause, which is not reversed through the grievance procedure
- (c) the employee is absent for three (3) or more consecutive working days without permission or without providing an acceptable explanation on his return;
- (d) the employee 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) the employee 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 to keep the Human

Resources Department informed of their current address at all times.

#### 16:06 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.

#### 16:07 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".

## 16:08 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.

## 16:09 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 up to fifty-two **(52)** weeks 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 executive 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 for a job posting, suitable permanent full-time employees shall receive an interview. The three (3) most senior suitable applicants may be initially interviewed. If none of the three (3) most senior suitable applicants is selected for the position, the remainder of the suitable applicants for the position shall be interviewed in increments of three (3) until the job is filled or all internal suitable applicants have been interviewed.

**An interview will be conducted by a** member of the **Human Resources Department and** the supervisor or manager of the department.

An employee with greater seniority shall receive preference provided **they have** the skill, ability, experience and qualifications to do the work.

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.

**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 with Local 241 and Local 973, **A.T.U. Local 1189, and Guelph Professional Firefighters** will be posted on bulletin boards. It is understood that posting outside the Local in which the vacancy exists, is a courtesy posting only.

17:09 **JOB POSTING**

**If an employee has been on medical leave for a period of six (6) months their position could be posted on a full time basis, conditional on the following:**

(a) The Manager of Labour Relations would meet with the Union Executive to review each case and the job would only be posted if the employee was not expected to return to their job for an indefinite period of time.

(b) The employee on medical leave would retain the right to return to their job, if and when they were able to do so, for a period of two (2) years from the date they commenced Long Term Disability.

(c) The posting would note that the position was conditional on the employee on medical leave having the right to return to their job for a two (2) year period.

(d) If the employee on medical leave did return to their **pre-leave** position, the employee in the position would exercise their rights to bump under Article 16:03 (d).

## **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 (40) per week in the**

department for a specified time period of six (6) months or less:

- I. to perform work that is strictly seasonal in nature
- II. or of a **non-recurring**, short duration;
- III. or to replace employees who are absent due to illness, injury or leaves of absence under this agreement;
- IV. or for a **period** of up to **fifty-two** (52) weeks 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 up to fifty-two (52) weeks in the case of a pregnancy, parental or adoption leave replacement, shall become a full-time employee, unless an extension to the term of employment has been agreed to subject to 19:01 (d).

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

(e) Temporary employees not to receive preference to full time employees

**Postings** are applicable to full-time employees. Temporary employees are not eligible to bid on posted positions.

Employees hired for temporary work will not in any way displace regular employees, nor will they be retained or granted 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 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) Upon thirty (30) calendar days advance notice to the Department Head and the Director of Human Resources or their designate, one (1) employee per calendar year shall be granted a leave of absence without pay and without loss of seniority or benefits for up to one (1) year if elected or appointed to office or a staff position with The Canadian Union of Public Employees. 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, a paid leave of absence, without loss of seniority shall be granted to an employee on the following basis:

(a) Up to five (5) consecutive working days at the time of the funeral:

Spouse, common-law spouse, child, step-child, legal dependant child, father, mother.

(b) Up to three (3) consecutive working days at the time of the funeral:

Step-parent, brother, sister, son-in-law, daughter-in-law, grandchild, **spouse's** parent.

(c) Up to two (2) consecutive working days at the time of the funeral:

Brother-in-law, sister-in-law, grandparent.

(d) One (1) unpaid day, if the funeral is a scheduled workday:

Spouse's grandparent.

(e) 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 Human Resources or **his/her** designate and shall be based on the required travelling time to the funeral.

(f) The employee shall not be entitled to the benefits of a), b), c), or d) when the employee fails, upon request, to furnish the Corporation with reasonable proof of death of the member of family concerned.

(g) In the event of the death of an employee or a retired employee the Union will name one person, who will receive time off with pay 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.

### **20:03 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 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.

**20:05 (a) Pregnancy Leave**

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 O.M.E.R.S.) 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 ***Employment Standards Act*** applies.

**(b) Parental Leave/Adoption Leave:**

An employee will be granted unpaid parental leave for a period up to and including **thirty-five (35) 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 **fifty-two (52) 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 **thirty-five (35) 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 **thirty-five (35) 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 **Employment Standards Act** applies.

(c) The position left vacant by the employee on pregnancy/ parental/ adoption leave 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.

The employee or employees filling in this manner shall not gain seniority rights in a temporary position, or be entitled to re-classification while so employed.

(d) An employee shall continue to accumulate vacation entitlement while on pregnancy, parental and adoption leave.

#### **20:06** Father's Leave at the Time of Birth of their Child

A leave of absence of up to three (3) days will be granted to an expectant father at the time of birth of their child. This time shall be deducted from the employee's sick leave. This applies to any three (3) working days in the day preceding the birth, the day of the birth or the three (3) days following the birth.

## 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. **In the 2005/2006 vacation year employees on the active payroll with three (3) years continuous service, as of June 30<sup>th</sup> 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 sixteen (16) years continuous service as of June 30<sup>th</sup> 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 30<sup>th</sup> shall be entitled to six (6) weeks vacation at regular hourly rates of pay, or 12% of gross pay, whichever is larger.

(Commencing in the **2004/2005** vacation year, employees on the active payroll with **twenty-three (23)** years of service as of June 30<sup>th</sup> shall be entitled to six (6) weeks vacation at regular hourly rates of pay, or **12%** of gross pay, whichever is larger.)

**21:07** Commencing in the **2005/2006** vacation year:

Six (6) weeks plus one (1) days vacation after twenty six (26) years continuous service:

Six (6) weeks plus two (2) days vacation after twenty seven (27) years continuous service;

Six (6) weeks plus three (3) days vacation after twenty eight (28) years continuous service;

Six weeks plus four (4) days vacation after twenty nine (29) years continuous service.

- 21:08 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.
- 21:09 (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.

21:10 (a) Upon termination of employment or retirement employees shall be entitled to vacation pay, prorated 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.

21:11 (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 **their supervisor**.

(b) By April 1st, the City shall post a vacation notice and all employees shall indicate by April 15<sup>th</sup> what vacation period they wish. **The vacation**

period will be set taking into account the wishes of employees on the basis of seniority, in a manner consistent with the efficient functioning of the department. In the event an employee has not indicated their preference for vacation by April 15<sup>th</sup>, the vacation will be set on a first come, first served basis.

(c) The supervisor shall post a list of the vacation periods by May 1<sup>st</sup>. After May 15<sup>th</sup> the vacation schedule shall not be altered except by mutual consent.

(d) All requests for vacation not detailed by the vacation scheduling process, as per 21:11 (c), shall be responded to by the supervisor in a reasonable period of time.

(e) To facilitate scheduling of holidays, the granting of any vacation in the period of December 23<sup>rd</sup> to January 2<sup>nd</sup>, 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. However, a maximum of up to five (5) days vacation may be carried over from the vacation year.

21:12 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.

- 21:13 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 Human 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) Full time employees covered by this agreement will be credited with two floater days that must be taken between January 1st and December 31st of the calendar year. Floater days will be taken at a time mutually agreed between the employee and their supervisor.**

(c) All new employees with less than one (1) year's seniority shall have all floater days prorated 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.

**(f) Holiday Shifts - Facility Maintainers - 7 Day Operation**

Where a Facility Maintainer who is scheduled to work on either the Monday to Friday afternoon shift of the holiday week or on the Saturday and Sunday of a holiday weekend, the holiday shift will be scheduled for that Facility Maintainer.

If the above Facility Maintainer is not available to work the holiday shift, it shall be offered next to the other Facility Maintainers in the facility on the basis of seniority. If the above Facility Maintainers are not available for the holiday shift, it may then be offered to any available part-time employees.

**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 holidays as set out in 22:01 at the rate of pay he is receiving at the time the holiday occurs.

(c) An employee who holds a "spare" position and works a scheduled work week during which a holiday occurs shall receive the "spare" rate of pay for the holiday.

22:03 (a) Employees involved in Solid **Waste Resources** 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:**

The standard work week will be five (5) days, Monday through Friday, eight (8) hours per day, forty (40) hours per week from 8:00 a.m. to 4:00 p.m.

It is mutually recognized that there is a requirement for other working arrangements within the City. These other work schedules are listed in 23:02.

### **Temporary Change to the Work Week.**

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.

**23:02 Lunch Periods:**

(a) Lunch will be a one half (1/2) hour **paid** period.

(b) Lunch periods will be assigned by the supervisor or in their absence the working lead hand.

(c) Lunch periods will be taken as near to the job site as is possible and practicable.

(d) The lunch period for employees in Solid Waste Collection will be taken using facilities provided at the **Wet/Dry** Recycling Facility following dumping of the day's first load.

### 23:03 Exceptions to the Standard Work Week:

- A. Shift Work:
- i) No new shifts will be introduced and no existing shifts will be changed without prior discussion and agreement with the Union.
  - ii) All shift work will be distributed equally among the employees qualified to do the work and shall be on a rotating basis.
  - iii) Notice of shift changes shall be given to the employees concerned at least forty eight **(48)** hours before the start of their next scheduled shift. 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~~. An employee not provided at least twenty-four **(24)** hours notice of a shift change shall not be compelled to accept the shift change.
  - iv) Shifts ~~shall~~ be paid at the basic rates shown in Schedule A.

- v) Rotating Shifts: Where rotating shifts are implemented, such as the Winter Control season, the City and the Union will mutually agree on the shift times.

**B. Community Services  
Recreation and Parks:**

- (i) Facility Maintainers - Any five shifts 8:00 a.m. to 4:00 p.m., or 4:00 p.m. to 12:00 midnight, Sunday through Saturday. If an employee is late or phones in sick, the Operator on the 8:00 a.m. to 4:00 p.m. 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.
- (ii) One (1) Facility Maintainer position at the West End Recreation Centre will work four (4) ten hour shifts, 3:30 p.m. to 1:30 am., Thursday through Sunday.
- (iii) Lead Facility Maintainers will work any five (5) shifts, Sunday through Saturday 8:00 a.m. to 4:00 p.m.
- (iv) Cleaners at West End Recreation Centre- any five (5) shifts, 12:00 midnight to 8:00 a.m., Sunday through Saturday.

- (v) Horticultural assistant doing watering will work five consecutive shifts, eight (8) hours per day between 10:00 p.m. to 8:00 a.m., Sunday through Friday.
- (vi) Winter Control shifts will be agreed to in an annual letter of agreement.
- (vii) Cleaners at Victoria Recreation Centre - any five consecutive shifts, 5:00 a.m. to 1:00 p.m., **Sunday through Saturday**. One cleaner at Victoria Road Recreation Centre works 11:00 p.m. to 1:00 a.m. while in the facility and transfers to a Cleaner position with the Parks department **for the summer working 5:00 a.m. to 1:00 p.m.**
- (viii) Lead Cleaner, Victoria Road Recreation Centre, 5:00 a.m. to 1:00 p.m. Monday to Friday.
- (ix) Cleaners at Evergreen Senior Centre—five (5) consecutive shifts, Monday to Friday, 6:00 a.m. to 2.00 p.m.
- (x) 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.



- (xi) **Special or Seasonal Events**  
Employees in the Recreation and Parks Departments may be required to work shifts in order to accommodate special or seasonal events but shall not be scheduled for more than five (5) days per week, eight (8) hours per day. Shifts may be scheduled as day, afternoon, or night shifts.

**C. Public Works:**

- (i) **Fleet Services** – shifts alternate bi-weekly, 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 midnight, Monday to Friday.
- (ii) **Vehicle Washer** position works any eight (8) consecutive hours **2:00 p.m. to 12:00** midnight between Monday and Friday.
- (iii) **Motorized and Manual Street Cleaners** - 5:00 a.m. to 1:00 p.m., Monday to Friday.
- (iv) **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.

- (v) Concrete Crew - will be 7:00 a.m. to 3:00 p.m. Monday through Friday.
- (vi) Winter Control shifts will be agreed to in an annual letter of agreement.

**D. Traffic Services:**

Lead Downtown Maintainer and Downtown Maintainer - any five (5) consecutive shifts, any eight (8) consecutive hours, 5:00 a.m. to 10:00 p.m., **Monday** through Saturday.

**E. Solid Waste Resources:**

- (i) Sanitary Landfill- any five (5) consecutive shifts of eight (8) consecutive hours 7:00 a.m. to 6:30 p.m., Monday through Saturday.
- (ii) Solid Waste Collection - any five (5) consecutive shifts of eight (8) consecutive hours between 6:30 a.m. and 3:00 p.m., Monday to Friday.
- (iii) Wet/Dry Recycling Centre - hours of work for all positions at the Wet/Dry Recycling Centre shall be any five (5) consecutive shifts of eight (8)**

**consecutive hours, Monday through Saturday.**

**Day shift                    6:30 a.m. – 6:00 p.m.**

**Afternoon shift            3:00 p.m. – 11:30 p.m.**

- (iv) Waste Transfer Station - hours of work for all positions at the Transfer Station shall be any five (5) consecutive shifts of eight (8) consecutive hours, Monday through Saturday.**

**Day shift                    6:30 a.m. – 6:00 p.m.**

**F. Wastewater Treatment Plant:**

- i) 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.
- ii) 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.

- iii) 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.

**G. WWTP Operations staff:**

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 the rotating shift shall form part of their job description. The rotating shift schedule will be comprised of twelve hour night shifts, twelve hour day shifts, and eight hour day shifts in combination.** 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.

- i) Twelve (12) hour day shift – **6:00 a.m. to 6:00 p.m.**, with the hours from **6:00 a.m. to 2:00 p.m.** paid at the straight time rate, and, the hours from **2:00 p.m. to 6:00 p.m.** paid the shift premium.
- ii) Twelve (12) hour night shift – **6:00 p.m. to 6:00 a.m.**, paid the shift premium.
- iii) Eight (8) hour day shift – **any consecutive eight (8) hours between 6:00 a.m. to 4:00 p.m.**, all hours paid at the straight time rate.
- iv) 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).
- v) 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.

- vi) **All staff working the eight (8) hour day shift will be required to fill approved vacation and other forms of time off requested by staff working the twelve (12) hour day shift and twelve (12) hour night shift.**

**H. Waterworks:**

- i) **The hours of work for Distribution Operators, who install water meters, will be four consecutive days, ten hours per day, Monday through Friday, between 8:00 a.m. and 6:00 p.m.**
- ii) **Designated Waterworks supply operators will work any five (5) consecutive shifts Sunday through Saturday, between 8:00 a.m. and 4:00 p.m.**

**23:04 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:  
90¢ per hour effective February 2, 2003;  
93¢ per hour effective February 1, 2004;  
96¢ per hour effective January 30, 2005.
- 24:02 Shift premium will be paid for all hours worked outside the regular **day** shifts, Monday through Friday. **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.** 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). The word “available” shall be defined as the employee being available within a reasonable time and distance.

**Employees** on sick leave of any duration (excluding family leave) or vacation that exceeds one day are not considered to be available for overtime until **their first scheduled** shift after their vacation 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 Wastewater 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 dollars and fifty cents (\$8.50) beginning February 2, 2003 and nine (\$9.00) dollars beginning February 1, 2004** on each such occasion. When an employee is called into work **for unscheduled overtime** 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.

**25:11 LIEU TIME BANK:**

All employees may bank overtime at the appropriate premium rate to a maximum of forty (40) hours. Lieu time may be taken as paid time off at a time mutually agreed between the supervisor and the employee, in recognition of operational requirements.

Requests for lieu time off in the period of July **1<sup>st</sup>** to Labour Day will not be considered until after the vacation schedule has been posted as set out in **21:11(c)**.

Overtime will be paid out as per article **25:00**, if the employee's lieu bank has reached the maximum.

Note: Article **25:11** replaces all previous lieu time agreements.

## 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:**

**\$0.98 per hour effective February 2, 2003;**

**\$1.02 per hour effective February 1, 2004;**

**\$1.06 per hour effective January 30, 2005**

- 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 call out period only, **employees shall receive the lead hand rate that is applicable to their department.**

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:**

**\$0.98 per hour effective February 2, 2003;**

**\$1.02 per hour effective February 1, 2004;**

**\$1.06 per hour effective January 30, 2005**

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:

- (a) Minimum 8 hours to a maximum of 40 hours.
- (b) Taken in multiples of 8 hours.
- (c) These days not to be added to vacation entitlement.
- (d) Employees must declare preference for time-off or money, prior to the start of this period.
- (e) Employees must apply in writing for said time-Off.

(f) The terms and conditions of this article shall apply for the period of **January 1st to December 31<sup>st</sup> each year.**

(g) 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.

**26:08** If an employee, through being called in to work for one or more call-outs, works eight (8) hours or more in the sixteen (16) hours immediately preceding his/her regular shift, the employee shall be automatically granted a one (1) day unpaid leave of absence or a paid



**vacation day or a lieu day at the discretion of the employee for the regular shift immediately following such overtime, if the employee requests such a leave.**

## **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**

**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** Notification Requirements

Employees who are unable to assume their normal duties on any scheduled working day must notify their supervisor at least one (1) hour

prior to the commencement of their scheduled day shift and at least two (2) hours prior to their scheduled afternoon or night shift.

Employees returning to work after an absence of four or more working days in duration must notify their supervisor at least one day in advance of their return to work date.

The supervisor shall be responsible for maintaining the 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 for a specified period of time has been approved. 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** 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 (1½) days for each completed month of service and employees shall be entitled to the benefits of sick leave. Employees shall be entitled to receive full sick pay to the extent of their accumulated credits for illness of any duration subject to the following:

(a) If the sick leave is less than five (5) days, a medical certificate is not required to support the absence, unless the employee has had five (5) or more occurrences of sick leave or has accumulated fourteen (14) or more days in the calendar year. For the fifth (5<sup>th</sup>) and subsequent occurrences of sick leave or where the employee has accumulated fourteen (14) sick days, whichever occurs first in a calendar year, the employee shall be required to submit a medical Certificate for each subsequent occurrence of sickness on the first (1<sup>st</sup>) day of the return to work.

(b) An employee shall provide a medical certificate for each occasion of sick leave of five (5) days or more in order to establish sick leave entitlement. This medical certificate shall be presented to the employee's supervisor on

the first (1<sup>st</sup>) day of return to work. Where an employee has been hospitalized, such note shall be provided by the employee from an attending physician as soon as possible.

(c) Any employees on sick leave are entitled to access to Article 28.14.

(d) Follow-up medical documentation shall be provided to support continuation of sick leave beyond the date specified as the return to work date by the employee's physician.

(e) In this article, where the City requests or requires the employee to supply a medical certificate to verify any illness, the City agrees to reimburse the employee for fifty (50%) percent of the cost of such medical certificate, upon submission of a receipt. Where the City requests the employee to supply any other medical documentation than specified in a), b), or d) to verify any illness, the City agrees to reimburse the employee for the full cost of such medical document.

**28:07** The application of clause 28:06 a) may be varied at the sole discretion of the employee's immediate non-union supervisor if the employee requests a variance on the first day of the fifth or subsequent occurrence.

- 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, employees or their beneficiary designated in writing by the employee to Human Resources will receive 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 are subsequently transferred to permanent staff shall be credited with one and one-half (1%) days **of sick leave per month accumulated from their date of hire.**

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.

## **28.14 Modified Work**

### (a) Rehabilitation, Modified Duties and Work Accommodation

- i. 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.

- ii. 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.

(b) Return to Work and Job Security

- i. 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.
- ii. 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.

(c) Modified Duties

- i. 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.

(d) Objectives of the Program

- i. To restore an ill or injured employee to his fullest possible occupational economic capacity.
- ii. To provide the employee with an effective setting for work accommodation and work rehabilitation following illness or injury.
- iii. 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.



(e) Definitions

- i. Modified Work -Altering a work condition or requirement to better match the employee's medical restrictions that he may performsafely 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.
- ii. 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.

(f) Modified Duties and Work Accommodation Program

- i. 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.
- ii. 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.

- iii. 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.
- iv. The City and the Union shall determine the wage rate, if not the employee's former wage rate.
- v. 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.
- vi. 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.

## **28:15 Sick Leave Transfers**

- (a) Transfers from C.U.P.E. Local 241 to C.U.P.E. Local 973:
  - i 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.
  - ii 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.
  
- (b) Transfers from C.U.P.E. Local 973 to C.U.P.E. Local 241:
  - i. 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.

- ii. 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.

## 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 **Hospital** coverage.

Plan pays difference between Ward charge and Semi-private charge.

(b) Liberty Health Extended Health Care Plan or equivalent - Code 10/20

Full details of the Extended Health coverage are in the Benefit Providers employee handbook and include the following:

Prescription drugs with a dispensing fee cap per prescription:

**\$7.50 – 2003**

**\$8.00 – 2004, 2005**

Ambulance service:

When authorized in writing by the patient's physician the following are covered to plan limits:

Prosthetic Appliances, durable medial equipment, medical services and supplies, orthotics

Paramedical Services, including clinical psychologist, speech pathologist, podiatrist

Physiotherapy Coverage:

**\$500** maximum per calendar year, no deductible – effective February **1, 2003,**

**\$600** maximum per calendar year, no deductible - effective February **1, 2004,**

**\$700** maximum per calendar year, no deductible - effective February **1, 2005,**

Massage Therapy:

**\$300** maximum per calendar year, no deductible - effective February 1, **2003**,

**\$400** maximum per calendar year, no deductible - effective February 1, **2004**,

**\$500** maximum per calendar year, no deductible - effective February 1, **2005**,

Chiropractic Coverage:

**\$400** maximum per calendar year, no deductible - effective February 1, **2003**,

**\$500 maximum** per calendar year, no deductible - effective February 1, **2004**,

**\$600** maximum per calendar year, no deductible - effective February 1, **2005**,

(c) Group Term Life Insurance:

Employee: One and one-half times **(1% X)** annualized wage (current hourly rate X 2080 hrs.) with a minimum of **\$55,000.00**.

Dependant coverage:

Spouse \$ 5,000

Each child \$ 2,500

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. Previous year O.D.A. fee schedule.

**Orthodontic Plan – rider at 50 – 50 co-payment schedule  
Effective Feb 2, 2004 - \$2,000 Lifetime maximum**

**Major Restorative Plan  
Effective 1<sup>st</sup> of the month following ratification, \$1,500 per year at 50-50 co-payment.**

- (e) The Corporation will pay 100% of the premium cost of Vision Care for each person covered as follows:  
**1<sup>st</sup> of month following ratification**
  - \$300.00 every two years  
February 1, 2004
  - \$325.00 every two years  
February 1, 2005
  - \$350.00 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.  
- 75 % of salary to a maximum of \$5,000 monthly. Benefits are paid for two (2) years from the commencement of L.T.D. or age 65 whichever occurs first.

**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 (9).

**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 Human Resources 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.

**29:10** The City may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and provided that the City provides the Union with at least sixty (60) days advance **notice** of the change along with the specifications, coverage and conditions of benefits to be provided by the new carrier. This does not apply to **OHIP** or any plan mandated by law.

Any dispute between the parties regarding any of the benefits, conditions, specifications and coverage provided by the current benefit carrier and those to be provided by the new benefit carrier shall be referred first to a meeting of the parties.

**29:11** Continuation of Employee Benefits during Strike or Lock out:

The Union may request in writing **during** the term of a collective agreement the cost

to the City of the benefits under Articles 29:01, following which the City will provide the Union with the premium costs to the City of the benefits categorized into single and family coverage.

The parties have agreed to provide each other with at least two (2) working days written notice of any legal strike or legal lock out action. Where the Union has provided the City with at least two (2) working days notice of any legal strike and undertakes to reimburse the City for the continuation of the benefits set out above, the City shall invoice the Union and accept payment from the Union on a bi-weekly basis in advance of the period to be covered and shall ensure that such benefits are continued as provided for as long as the payment continues.

Any dispute concerning the continuation of benefits during a legal strike or lock out shall be a matter for a policy grievance and may be referred to arbitration. An arbitrator shall have jurisdiction to hear any grievance Concerning this Article.

## **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.

### **30.03 As solely determined by the equipment operator, wing plow operation without the aid of a wingperson shall only occur under conditions that allow for the safe and effective operation of the equipment.**

## 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 **Waterworks 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 **one change per day for Fleet Service only** 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 are 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:**

**\$110.00 per pair effective February 1, 2003;**

**\$115.00 per pair effective February 1, 2004;**

**\$120.00 per pair effective February 1, 2005.**

(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

(a) 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.

(b) 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.

(c) 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 **\$275.00 in 2003 and 2004, and up to \$300.00 in 2005** 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.

### 31:09 LEGAL COSTS

An employee who **is** charged with an offence for any act or omission arising out of carrying out the employee's duties shall have his/her legal costs paid by the employer, if he/she is found not guilty, or the charge is withdrawn. The employee's legal cost will not be paid by the employer in cases where the employee is found guilty of the original offense or any reduced charge relating to the original offense. The employee's selection of a lawyer

must be ratified by the employer, prior to the lawyer being retained.

#### **ARTICLE 32:00 MILEAGE**

32:01 The mileage allowance paid to an employee for the use of their own automobile or vehicle for City business shall be the City of **Guelph** corporate rate which is **\$0.41** per kilometer. If the corporate rate increases, employees of the City of **Guelph** will receive the increased rate on the date of change. 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 and the City shall supply *each other* in writing, the names of 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, sick time **and lieu days 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 Technological Change:**

**In this article “technological change” means any change in:**

- 1. the introduction of equipment or processes different in nature from that previously utilized;**
- 2. in work methods, organization, operations or processes affecting one (1) or more employees;**

3. in the location at which the work, Undertaking or business operates;
  4. in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.
- (a) When technological change or change in the method by which services are provided is to be made, which will bring about the layoff of a permanent employee or employees or which will adversely affect their wage rate and when the Employer is considering the introduction of technological change:

The Employer agrees to **notify** the **Union** as far as possible in advance of their intentions and the Employer shall provide the Union at least ninety (90) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out. The notice mentioned in Article **38:01** shall be **given** in writing and shall contain **pertinent** data including:

The nature of the change, the date on which the Employer proposes to affect the change

An employee who is rendered redundant or displaced from his/her job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform. If there is no vacancy, they would have bumping rights as per Article 16:03 (d). While the employee remains in the position acquired through bumping process they will suffer no reduction in normal earnings.

- (b) Where new or greater skills are required than are already possessed by employees under the present methods of operation, the employer shall provide job training for a period of not more than six (6) months during which employees may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary during the training period of any such employee.
- (c) No additional employees shall be hired by the Employer until employees affected by the change, or employees on lay-off, have been notified of the proposed technological or other change and allowed a reasonable training period to

**acquire the necessary knowledge or skill to retain their employment.**

**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**

(a) 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.

(b) 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.

(c) 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.

(d) No employee with **five (5)** 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.



(e) No employee with five (5) 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.

**38:04** 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.

#### **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 re-assigned 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.

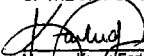
#### **ARTICLE 40:00 DURATION**

40:01 This Agreement shall be effective from **February 1, 2003 to January 31, 2006** 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.

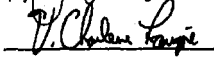
Notwithstanding the above, any such agreement shall require the signatures of the President of C.U.P.E. Local 241, the C.U.P.E. representative and the **Director of Human Resources** or their designate.

Dated at GUELPH, ONTARIO this 11<sup>th</sup> day of ad, 2003.

FOR THE CORPORATION  
OF THE CITY OF GUELPH:



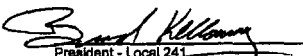
Mayor - Karen Farbridge



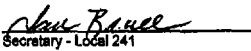
Deputy City Clerk - U. Charlene Lavigne

DATED AND SIGNED at the  
City of Guelph 12<sup>th</sup>  
of August, 2003

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 241:



President - Local 241



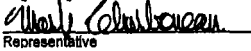
Secretary - Local 241



Negotiating Committee Member



Negotiating Committee Member



Representative

125

Job Grade	SCHEDULE "A" - WAGES Job Title	Rate		Rate
		Feb 2, 2003	Feb 1, 2004	Jan 30, 2005

A	<b>Ride Operator/Splash Park Operator Attendant*</b> Temporary Employee--1st Work Term	9.77	10.06	10.39
B	Temporary <b>Employee--2nd/subsequent Work Terms'</b>	10.62	10.94	11.30
C	Team Leaders- <b>\$1.00 per hour</b> over the <b>applicable</b> rate in Job Class A or B			

\* **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.**

Sorter		12.36	13.76	15.24
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1	Job Evaluation Grade Rate	16.69		
	Cleaner - Facilities	16.69	17.19	17.75
	Horticultural Assistant - Watering Truck	16.69		
	Labourer (PW)	16.69		
	Labourer (Wet/Dry)	16.69		
	Landscape Restoration	16.69		
	Record Keeper (PW)	16.69		
	Equipment Operator (PW)	16.69		
	Skilled Labourer (Wet/Dry)	16.69		
	Spotter (Wet/Dry)	16.69		
	Sweeper Operator	16.69		
	Vehicle Washer - Fleet	16.69		

2	Job Evaluation Grade Rate	17.66		
	Assistant Storekeeper (PW)	17.66	18.19	18.78
	Assist Comp Operator - Wet/Dry	17.66		
	Building & Plant Maintainer	17.66		
	Dewal Oper - WWTP	17.66		
	Equip Operator - (Eastview)	17.66		
	Equip Operator - Wet/Dry	17.66		
	Equipment Operator (Rec & Parks)	17.66		
	House Haz Waste Op - SWS	17.66		
	Lab/Attend - Eastview	17.17		
	Labourer/Spare Oper (SWS)	17.17		
	Scale Operator - SWS	17.06		
	Sign & Sign Maintainer II	17.66		
	Single Axle Oper PW	17.66		
	Tandem Op - PW	17.66		
	Tractor Broom Operator	17.66		
	Vac Haul Operator	17.66		

Job Grade	SCHEDULE "A" - WAGES Job Title	Rate	Rate	Rate
		Feb 2, 2003	Feb 1, 2004	Jan 30, 2005
<b>3</b>	<b>Job Evaluation Grade Rate</b>	<b>18.64</b>		
	Asphalt Operator	18.17	19.20	19.82
	Asphalt Raker	17.97		
	Autoservice Person-Fleet	18.07		
	Compost Operator- WWTP	18.64		
	Distribution Operator- OIT - WW	17.96		
	Downtown Maintainer	18.07		
	Facility Maintainer No "B" Lic.	17.97		
	Loader Op - PW	18.17		
	Maint Mechanic- Wet/Dry	18.64		
	Road Inspector- PW	18.07		
	Sign & Sign. Maintainer I	18.64		
	Skill Lab - Conc Fin. PW	17.97		
	Storekeeper - PW	18.29		
	Temp. Lead Hand- PW Grass Crew	18.64		
	Water Supply Oper - OIT - WW	17.96		
<b>4</b>	<b>Job Evaluation Grade Rate</b>	<b>19.62</b>		
	Backhoe Op. • Conc., R & P	18.91	20.21	20.87
	Cart. Facility Maintainer	18.91		
	Equip. Systems Analyst- P/W	18.65		
	Flusher Truck Operator	18.55		
	Gardener	18.91		
	Lead Building & Plant Maint.	19.62		
	Lead Sorter - Wet/Dry	18.15		
	Maintenance Mechanic - WWTP	18.91		
	One Par. Waste Pac - SWS	18.91		
	Repair Person - Rec. & Parks	18.91		
	Sign & Sign. Maintainer I	19.13		
	WW Collection Operator - OIT • PW	18.91		
	Distribution Operator - WW			
	Level 1	18.91	20.21	20.87
	Level 2 (102.5% of Level 1 Rate)	19.38	20.72	21.39
	Level 3 (105.5% of Level 1 Rate)	19.95	21.32	22.02
	Water Supply Oper - WW			
	Level 1	18.91	20.21	20.87
	Level 2 (102.5% of Level 1 Rate)	19.38	20.72	21.39
	Level 3 (105.5% of Level 1 Rate)	19.95	21.32	22.02

Job Grads	SCHEDULE "A" - WAGES Job Title	Rate	Rate	Rate
		Feb 2, 2003	Feb 1, 2004	Jan 30, 2005
<b>5</b>	<b>Job Evaluation Grade Rate</b>	<b>20.60</b>		
	Aerial Rope Tree Trimmer	19.62	21.22	21.91
	Forestry/Worker Tree Trimmer	19.15		
	Grader Op. - PW	19.41		
	Horticulturalist	19.62		
	Lead Facility Maintainer	20.60		
	Lead Sign & Sign. Maint.	20.60		
	Lic. Ind. Maint. Mechanic-Wet/Dry	20.60		
	Operator OIT - WWTP	18.94		
	Temp. Lead Hand-PW- WC	20.60		
<b>5</b>	<b>WW Collection Op.-PW</b>			
	Level 1	18.41	21.22	21.91
	Level 2 (102.5% of Level 1 Rate)	18.89	21.75	22.46
<b>6</b>	<b>Job Evaluation Grade Rate</b>	<b>21.58</b>		
	Compost Operator- WID	20.11	22.23	22.95
	Lead - R&P Build, Maint.	20.94		
	Lead Downtown Maintainer	20.94		
	Lead Hand - Concrete - PW	20.94		
	Lic. Ind. Maint. Mechanic-WWTP	21.58		
	Operator WWTP			
	Level 1	19.89	22.23	22.95
	Level 2 (102.5% of Level 1 Rate)	20.39	22.79	23.52
	Level 3 (105.5% of Level 1 Rate)	20.39	23.45	24.21
	Level 4 (109.0% of Level 1 Rate)	20.98	24.01	25.02
<b>7</b>	<b>Job Evaluation Grade Rate</b>	<b>22.56</b>		
	Auto Ser. Tech/Truck & Coach Tech.	22.56	23.23	23.99
	Lead - R&P Hort./Gr. House	21.42		
	Lead Hand- R&P Forestry/ Sp. Ev.	21.42		
	Lead Hand- Rec & Parks	21.42		
	Lead Lic. Ind. Maint. Mech. WID	22.56		
	Lic. Ind. Elec. - W/D	22.56		
	Lic. Indust. Electrician- WWTP	22.56		
	Lic. Elect Maint - WW	22.56		
	Sign & Sign. Lic. Electrician-Traffic	22.56		
<b>8</b>	<b>Job Evaluation Grade Rate</b>	<b>23.53</b>		
	Lead Hand - WW	21.91	24.24	25.03
	Lic. Instr. Elec. Tech. - WWTP	22.67		
<b>9</b>	<b>Job Evaluation Grade Rate</b>	<b>24.51</b>		
	Lead Hand - Fleet	23.94	25.25	26.07



## SCHEDULE "B"

### DUAL POSITIONS

<u>TITLES</u>	<u>CLASSIFICATIONS</u>
Equipment Operator/ Certified Refrigeration Operator(Comm Serv)	2/4
Equipment Operator/ Facility Maintainer No "B" Licence(Comm Serv)	2/3
Labourer/ Equipment Operator - Eastview Landfill Site	2/2
Labourer/ Spare Waste Packer Operator	2/2
Single Axle Operator/ Asphalt Operator	2/3
Single Axle Operator / Asphalt Raker	2/3
Single Axle Operator/ Vac Haul Operator	2/2
Single Axle Operator/ Sweeper	2/1
Single Axle Operator/ Tractor Broom	2/2
Single Axle Operator/ Flusher Truck Operator	2/4
Single Axle Operator/ Equipment Operator (P/W)	2/1
Single Axle Operator/ Sod, Soil, Ditching	2/1
Repairperson/ Certified Refrigeration Operator	4/4
Repairperson / Facility Maintainer No "B" Licence	4/3

## APPENDIX "A"

### CITY OF GUELPH AND CUPE LOCAL 241

#### THE CLASSIFICATION OF OPERATOR POSITIONS IN WATERWORKS, 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.

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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 II 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.

## APPENDIX "B"

### JOINT HEALTH & SAFETY COMMITTEE TERMS OF REFERENCE

#### 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, CUPE 973, 241, and ATU 1189 Unions that represent workers have established a Joint Health and Safety Committee as required by the Occupational Health and Safety Act and have reached an understanding as to the guidelines for the composition, practice and procedure thereof. Attached are the names of the workers organizations and the work locations under each jurisdiction.
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 cooperate in ensuring that these Terms of Reference 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 Terms of Reference 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.

#### STRUCTURE OF THE COMMITTEES

- 1.1 The Joint Health and Safety Committee shall consist of members selected by the employer and members selected by the workers. Alternated replacing standing members may be allowed, however, they shall only be used in emergency conditions and with the prior approval of the Co-Chairpersons. Each Union will supply a listing of alternates.

The Committees and their composition are as follows:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973 - 4 worker members  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241 - 7 worker members  
AMALGAMATED TRANSIT WORKERS, LOCAL 1189 - 2 worker members  
NON-UNION MANAGEMENT EMPLOYEES - 8 management members

- 1.2 Committee meetings will be held bi-monthly with the first regularly scheduled meeting in January each year or as agreed by the committee members. The

committee will meet a minimum of six (6) times per year. The actual dates, times and locations will be determined by the Co Chairs. Emergency meetings may be called at the request of the Co Chairs.

- 1.3 There shall be two Co-Chairs, one selected by the management members and one by the worker members, who shall meet at least once each meeting. They shall be responsible to meet the needs of the Corporation and to coordinate the duties and responsibilities of the Committee and the members.
- 1.4 A Chair may, with the consent of his/her counterpart, invite any additional person(s) to attend meetings to provide additional information and content. This person(s) shall not participate in regular discussions.
- 1.5 The Corporation shall ensure that at least one member of the Joint Committee representing the employer and at least one member representing workers are certified members. The Corporation shall endeavor to have two (2) certified worker members and two (2) certified management members on the committee.
- 1.6 The JHSC members shall respect the confidentiality of employee, medical injury, and work related reports.
- 1.7 The Health & Safety/WSIB Co-ordinator is a resource person for the Committee and is not a member of the Committee, but receives all Health and Safety inspections.

### **FUNCTIONS OF THE JOINT COMMITTEE**

- 2.1 Worker and management members selected to the Joint Health and Safety Committee should serve a minimum of two (2) years. Certified members should serve a minimum of three (3) years.
- 2.2 In addition to the functions outlined in the applicable sections of the *Occupational Health and Safety Act* and to attain the spirit of the Act, the Joint Committee, shall:
  - (a) Identify, evaluate and recommend a resolution of all matter pertaining to health and safety in the workplace to the appropriate Department Director/Manager.
  - (b) Encourage adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*.
  - (c) Address related matters such as Designated Substances, WHMIS regulations for Industrial Establishments as well as regulations for Construction Projects.

- (d) Deal with any health and safety matter that the Joint Committee deems appropriate,

### **INSPECTIONS**

- 3.1 The members of the Joint Committee who represent works shall designate one or more of the members representing works (or alternates) to inspect the physical conditions of the workplace. Where and when possible, a management person shall accompany the worker representative(s).
- 3.2 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form prioritized and signed by the Joint Committee member(s) performing the inspection
- 3.3 The workplace inspection form will be forwarded to the Health & Safety/WSIB Co-ordinator and to the appropriate Supervisor responsible for the workplace area inspected within two days of the workplace inspection. The Joint Committee Member performing the inspection will inform the Joint Committee of the status of the outstanding items by the next Joint Committee meeting.
- 3.4 Upon the receipt of an unsatisfactory response to a workplace inspection the inspector shall send notice in writing Co-chairs within 5 working days. The inspector in consultation with the Co-chairs and the Health & Safety/WSIB Co-ordinator will determine whether further action shall be pursued as set out in section 9 (39) of the OH&S Act.

### **RECOMMENDATIONS OF THE JOINT COMMITTEE**

- 4.1 Written or minuted Joint and Safety Committee recommendations shall be submitted by the Co-chairs, to the appropriate Department Head(s) and they shall respond in writing within 14 days. Failing to respond or an unsatisfactory response within 14 days, then the recommendation will be referred to the City Administrator by the Co-chairs. The City Administrator shall respond to the recommendation in writing within 7 days. Should an Unsatisfactory or no response be received the Co-chairs shall convene a meeting of the Joint Committee within 5 working days to determine if further actions as set out in section 9 (39) of the OH&S Act should be taken.

### **ACCIDENTS AND ACCOMPANIMENT**

- 5.1 The Joint Committee will designate members, and alternates if required, chosen by those they represent to investigate all serious workplace accidents as well as incidents that have the potential for a serious accident, e.g. critical injury, death. The inspection team will be responsible for overseeing that the requirements prescribed in Section 51 and 52 of the OH&S Act and Section 5 end 6 of the Regulations for Industrial Establishments are carried out.
- 5.2 The appropriate Joint Committee member who inspects that work area will



accompany the Ministry of Labour Inspector while carrying out Ministry inspections of the workplace.

- 5.3 The members of the Joint Committees representing workers shall designate a worker member for the union local or alternate(s) if required, to be present during work refusal investigations.
- 5.4 Management shall advise the Joint Committee of proposed workplace testing strategies related to hygiene. A worker member of The Joint Committee shall be entitled to be present at the beginning of testing of any equipment, machine, device, article, thing, or material or biological, chemical or physical agent in or about a workplace.

### **MINUTES OF MEETING**

- 6.1 Management shall provide or designate a secretary for the Joint Committee meeting to:
  - take minutes
  - advise Co-chairs of quorum
  - be responsible for having the minutes typed, circulated to the Co-chairs to be reviewed, and edited where necessary within one calendar week of the meeting or as the Committee may from time to time instruct once the Co-chairs have reviewed the minutes the secretary will circulate the draft minutes to committee members.
- 6.2 Draft minutes will be reviewed and approved at the following Joint Committee meeting then signed by the Co-chairs and circulated to the Administrative Assistant in each area for posting on departmental bulletin boards.
- 6.3 Agenda items shall be identified by a reference number, and be readily available in a proper filing system. Names of Joint Committee members shall not be used in the minutes except to record attendance.

### **QUORUM**

- 7.1 The Joint Committees shall have a quorum of (50% + 1) members present in order to conduct business. One Co-chair must be present in order to conduct business. If a Co-chair is absent, the other Co-chair will chair the meeting. The number of management members shall not be greater than the number of worker member. Alternate acting as Co-chair.

## PAYMENT FOR ATTENDANCE AT MEETINGS

- 8.1 Entitlement to time from work - Section 9 (34) of the OH&S Act.
- 8.2 Entitlement to be paid - Section 9 (35) of the OH&S Act.

## MEETING AGENDA

- 9.1 The Co-chairs will prepare an agenda and forward a copy of the agenda to all the Joint Committee members at least one week in advance of the meeting.
- 9.2 The Joint committees 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 meeting agendas will be dealt with on the basis of consensus rather than by voting. Formal motions will be used.
- 9.3 All items that are or are not resolved will be reported in the minutes. Unresolved items will be reported in the minutes and placed on the agenda for the next meeting.

## GENERAL

- 10.1 All employees will be required to discuss any health and safety concern with their immediate supervisor before bringing it to the attention of the Joint Committee.
- 10.2 The Joint Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for resolution to the complaint. All complaint resolutions will be reported to the Joint Committee and will be recorded in the meeting minutes.
- 10.3 Medical information will be kept confidential by all The Joint Committee members and alternates.
- 10.4 Any amendments, deletions or additions to these Terms of Reference must have the consensus of the total Joint Committee. The Co-chairs with consensus of the Committee will be present any amendments, deletions or additions of the Terms of Reference for approval of the respective parties Reference 1.1 and the Minister of Labour, and may be attached as an Appendix to the Terms of Reference.
- 10.5 Please note: These Terms of Reference provide a framework for effective functioning of Joint Health and Safety Committees, however, they do not limit the function of the JHSC. Reference can be made to the Occupational Health and Safety Act and its Guidebook.
- 10.6 (a) This guideline agreement respecting the Joint Committee Terms of Reference must be mutually submitted to the attention of the Minister of Labour for inspection and approval, pursuant to Section 9 (3) of the Occupational Health and Safety Act.

(b) The Minister of Labour reserves the right to withdraw the sanction of the Joint Committee arrangement after consultation with the parties, if the arrangement is or the committee structure becomes dysfunctional.

10.7 Subject to the introduction of new Legislation, these Terms of Reference shall be reviewed by the Joint Committee on an annual basis.

## APPENDIX "C"

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: \_\_\_\_\_ Employees 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:

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

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

Apprenticeship Program – possible implementation

The parties agree to meet following negotiations but no later than September 30, 2003 and as required from time to time thereafter to discuss the joint development, composition and implementation of Apprenticeship Programs for the employees at the City of Guelph.

Signed at Guelph, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

FOR THE CITY OF GUELPH

FOR C.U.P.E. LOCAL 241

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