

# Collective Agreement

Between

The Corporate of the city of Guelph

and

**CUPE  
Local 973**

Begins:  
01/01/2000

Terminates:  
01/31/2003

07027 (07)

Source:  
Employees:  
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## ARTICLE 1:00      PURPOSE

1:01      The general purpose of this Agreement is to establish and maintain collective bargaining relations between the City and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and salaries for all employees who are subject to the provisions of the 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 following Departments: Finance, Information Services, Community Services, Planning and Business Development, and Works, except the following:

1.      The City Administrator, all Directors, Assistant Directors and Deputies.
2.      All Professional Engineers.
3.      All employees of the **Employee Resources Department.**
4.      All Managers, Superintendents and Supervisors.
5.      All employees included in C.U.P.E. Local 241, the Amalgamated Transit Union Local #1189 and the Guelph Professional Firefighters' Association
6.      Executive Assistant to the C.A.O., all Administrative Assistants and all Managerial Assistants.
7.      The following staff:  
Planning and Business Development:  
 Senior Business Development Officer,

Chief Building Official, Permit and Zoning Administrator and two Senior Planners

Community Services: Fire Chief

Finance: Tax Collector, Assistant Tax Collector, Financial Analyst

Information Services: Council Committee Coordinator.

a. Part-time employees who work not more than twenty (20) hours per week.

(b) When a new position is created or when 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 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 During the first week of employment, the employee's immediate supervisor shall introduce the employee to his/her union steward. An officer of the Union will be given a maximum of thirty (30) minutes during working hours to orient the new employee regarding benefits and duties of Union membership.

2:03 No employee shall be required or permitted to make a verbal or written agreement with the Employer or his representatives which might conflict with the terms of this collective agreement.

2:04 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.

- 2:05** 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 3:00 MANAGEMENT'S RIGHTS**

- 3:01** The Union recognizes that it is the right of the City to:
- (a)** Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable regulations to be observed by its employees, providing that such regulations are not contrary to the terms of this agreement.
  - (b)** Direct the working forces, including the right to hire, discipline, suspend and discharge for just cause subject to the right of an employee who has been disciplined, suspended or discharged to file a grievance in accordance with the grievance procedure; to transfer, promote, demote, classify, lay-off, and recall.
  - (c)** Plan, direct and control the operations of the City and to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the locations of all facilities and equipment.
- 3:02** 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 4:00 NO DISCRIMINATION OR WORKPLACE HARASSMENT

- 4:01 (a) The City agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any other representative with respect to any employee because of the employee's 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, 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
  - a compromising invitations
  - a requests or demands for sexual favours
  - a 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:

- e is offensive or threatening to the employee
- e endangers the employee
- e undermines the performance of the employee's job or,
- e 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.

4:02

10

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.

ARTICLE 5:00            UNION ACTIVITIES

**5:01**            The Union agrees that there will be no Union activity or solicitation for membership during regular working hours, and no meetings will be on City premises, except with the permission of the Director of Employee Resources or his designate. When such permission is granted the city will make available to the Union a meeting room where they can meet privately with Union members.

ARTICLE 6:00            CORRESPONDENCE

**6:01**            All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Employee Resources or his designate and the Secretary of the Union, with a copy to the Canadian Union of Public Employees, 2nd Floor, 1120 Victoria St, N, Suite 204 Kitchener, Ontario, N2B 3T2.

ARTICLE 7:00            MAINTENANCE OF CHECK-OFF

**7:01**            (a)            It is agreed that all employees who are eligible to be in the bargaining unit, shall be required to pay from their date of hire 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 the money to the Secretary-

Treasurer of the Union not later than the 15<sup>th</sup> of the month following, accompanied by a list of names showing from whom deductions were made and the department in which they work, and whether the employee is probationary, permanent or temporary.

- (b) When remitting union dues, the City agrees to provide the Union with the following information on temporary employees: name, department, job grade, increment level, rate, start date, term of temporary employment.

7:02 The City will include the amount of union dues deducted from employees on the T-4 slips.

ARTICLE 8:00 NEGOTIATING COMMITTEE

8:01 (a) The City acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees and will recognize and deal with the said committee with respect to any amendments to this Agreement.

- (b) Employees will not have to report for regular duties prior to any scheduled negotiation, 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 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 four **(4)** members 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 Members of Committees and Union Officers have regular duties to perform on behalf of the City. Such persons shall not absent themselves from their work without first obtaining permission from their Supervisor in order to deal with the grievance of employees or with other Union business. In accordance with this understanding, the City shall not make any deductions from such employees for the 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 arbitration or conciliation hearings.

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

## ARTICLE 12:00 GRIEVANCE PROCEDURE

12:01 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 section or 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 stages.

## STEP 1:

The employee, assisted by a Steward, shall first take the matter up with the Department Head, or the employer's designate. Failing settlement at this stage, within five (5) working days, then Step 2 may invoked.

## STEP 2:

The Grievance Committee shall take the matter up with the City Administrator or the employer's designate, provided such action is taken within ten (10) working days of the receipt of the ruling under Step 1. Failing settlement at this stage the Union may, but only within a period of ten (10) working days from the date of the receipt of the reply of the Administrator, or the employer's designate, invoke the arbitration provisions of this agreement.

12:02 The above time limits may be extended by mutual agreement between the parties of this Agreement.

12:03 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.

12:04 Any grievance of a notice of lay-off or lay-off shall be filed with the Employee Resources Department and shall be heard in a meeting at Step 2 of the grievance procedure.

12:05 Grievance Mediation:  
Following receipt of the response from the City Grievance Committee at Step 2 the parties may, with 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.

#### ARTICLE 13:00 DISCIPLINE, SUSPENSION AND DISCHARGE

13:01 An employee shall be accompanied by a union representative at meetings where any disciplinary matters are discussed. At any investigation meeting(s) or disciplinary meetings(s) involving verbal or written warnings, the City shall ensure that the employee is accompanied by a Union Steward. If an employee is to be suspended or discharged, the City shall ensure that the employee is accompanied by up to **two** members of the Union Executive, at least one of whom is an employee of the City. No employee shall be transferred out of his/her current position or shift for disciplinary reasons.

Notice of 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.*

13:02 (a) Such grievances may be settled by confirming the employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator, if the matter is submitted to an arbitrator.

- (b) As an alternative to using a sole arbitrator, the parties may mutually agree to submit a grievance to a board of arbitration.

- 13:03 Any permanent employee may be suspended or discharged verbally. Such suspension or discharge shall be followed by a notification, in writing, to the Union and the employee, not later than 4:30 p.m. of the day following. Such letter shall constitute proper notification and shall contain the reason or reasons for such suspension or discharge.
- 13:04 When an employee has been suspended or dismissed, the employee shall have the right to meet with a member of the Executive of the Union for up to one (1) hour, subject to the provisions of Clause 11:01.
- 13:05 The Employer shall notify an employee, in writing, of any written expression of dissatisfaction concerning the employee's work within ten (10) working days of the event resulting in the complaint or **within ten (10) working days from the receipt of a written complaint from a member of the public.** This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record.
- 13:06 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 of 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/her 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 the employee's personnel file shall make arrangements to do so with the Employee Resources Department at least twenty-four (24) hours in advance. Warnings and disciplinary notices shall be in writing and be part of an employee's file for a maximum of twenty-four (24) months from date of issue.

- 13:07 It is the obligation of both parties to expedite grievances and arbitration proceedings if they are resorted to.

#### 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, and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this agreement.

- 14:02 Where a dispute involving a question of general application or interpretation occurs or where the Union and/or the employer has a grievance, Step 1 may be by-passed.

#### ARTICLE 15:00 ARBITRATION

- 15:01 (a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of the agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration, as defined in Section 48 of the Labour Relations Act.
- (b) **As** an alternative to using a sole arbitrator, the parties may mutually agree to submit a grievance to a Board of Arbitration.

15:02 The parties to the agreement further agree that an arbitration Board has no power to alter, modify, amend or add to the provisions of this agreement or to make any decision inconsistent with the terms of this agreement.

ARTICLE 16:00 NO STRIKES OR LOCKOUTS

16:01 The City and the Union agree to follow procedures as outlined in this agreement. It is understood and agreed that there will be no strike or lock-out during the lifetime of this agreement, and the definitions of “strike” and “lock-out” are those set out in the Ontario Labour Relations Act.

ARTICLE 17:00 SENIORITY

17:01 (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 Article 17:06 (b) and (c).

(b) Continuous service shall mean service that is not broken by an interval of more than five (5) working days without written permission from the Head of the Department. In the case of illness, absence must be supported by a doctor’s certificate as outlined in clause 17:07.

(c) An employee on lay-off shall retain seniority for thirty-six (36) months, or one half of their seniority at the time of lay-off, whichever is lesser.

(d) Permanent full-time employees are those:

(i) who have satisfactorily completed their

- (ii) probationary period, or who have completed more than six (6) months of continuous service as a temporary full-time employee or nine (9) months of continuous service when replacing an employee on pregnancy, parental or adoption leave.

17:02 Probation Period:

When a new employee is hired, the employee shall be on probation for a period of up to ninety (90) days worked and such time may be extended by mutual consent of the parties in writing. During the probation period the employee shall be subject to the terms of this Agreement, except with respect to discharge. On reporting for work, applications for benefits will be made, but entitlement will not occur until the end of the waiting period in each case.

In the event that the employee is retained beyond the specified probation period, the time the employee has worked will be counted for seniority purposes and the other terms of the agreement, where applicable, will become effective from the day the employee commenced work. During the probationary period, the employee shall be subject to deductions for Income Tax, Employment Insurance, Canada Pension, OMERS and union dues from the date of hire.

17:03 Seniority Applied to Promotions and Transfers:

Promotions and transfers to jobs within the Scope of the agreement shall be from within the bargaining unit if qualified personnel are available and will be based on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two persons of approximately equal standing, based upon the above factors, seniority shall govern. The Secretary of the Local will be advised as to pending transfers or promotions.

17:04

## Seniority Applied to Lay Offs and Recalls:

In the event of lay-off, ~~as~~ defined in Article 17:01, 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.
- (d) No employee with ten or more years seniority shall be laid off ~~as a~~ result of the City contracting out any services or work performed, in whole or in part, by members of the bargaining unit.
- (e) ~~No~~ employee with ten or more years seniority shall be laid off ~~as a~~ result of the City assuming the operations, services and/or employees of any other Municipality or of any other public service, private sector corporation or of any public-private partnership arrangement not presently represented by the Union.
- (f) No employee shall be given notice of lay-off until the employee ~~to~~ be given notice of lay-off is offered all temporary, seasonal and

summer student employment. No permanent employee shall be required to bump or be transferred to any position in Schedule "A" that is paid less than job grade 3.

**(g)** The concept of the last employee hired shall be the first employee laid off and the last employee laid off shall be the first recalled will be followed. Lay-off of employees shall be made on the basis of the seniority list, bargaining unit wide, provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work. When recalling employees who have been laid off, the recall will also be made on the basis of seniority and qualifications. All laid off employees will be notified in writing by the Employee Resources Department within ten (10) working days of any notice of recall.

**(h)** All employees to be laid off temporarily shall receive notice of the impending layoff as soon as is practicable.

**(i)** In the event of lay-offs, all permanent employees, if qualified, will have the opportunity to bump any non-permanent employee.

**(j)** No new employee will be hired until those laid off have been given an opportunity of re-employment, subject to 17:04(g).

**(l)** 1. An employee being laid off may bump any employee below them in seniority of the same or lower classification provided that the employee bumping is willing and qualified to perform the work which is available without re-training. For an employee bumping into a classification in a higher paid job

grade (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. This includes temporary and seasonal postings.

2. An employee being laid off wishing to bump must notify the **Director** of Employee **Resources** or his **designate**, three (3) working days after receiving the layoff notification of their intention, in writing, noting the position, person and department they wish to bump.
3. An interview will be arranged with the employee who is exercising the employee's seniority rights, the Department Head or their designate, the **Director** of Employee **Resources** or his designate and the Union, to determine the status of the employee as soon as possible.
4. If the employee is granted the bump, the employee will be on trial period for sixty (60) days worked. The employee has up to four (4) working days to determine if the position is suitable to them. If not, the employee has the right to exercise his/her seniority rights one more time. If the second opportunity is unacceptable to the employee, the employee must assume the lay off and is not eligible to bump again.
5. If the employee is not granted the position sought through the bumping procedure, the employee has the right to continue the bumping procedure with respect to other positions.
6. If for whatever reason the employee does not work out satisfactorily in the position assumed through the bumping procedure within the sixty (60) days worked trial period, then the employee must assume the lay off and is not eligible to bump again.

17:05

## Job Posting:

- a) In the event new positions are created or vacancies occur in existing positions, the City will post notices of such positions or vacancies on bulletin boards in each department for a minimum of five (5) working days prior to outside advertisement. No outside advertisement 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, except with the prior agreement in writing with the Union. Should a position be re-posted within thirty (30) calendar days of the original posting the employer may place an outside advertisement at the same time as the posting.

All outside applications (letters, resumes, etc.) shall be placed in a confidential file in Employee Relations until the applications from the bargaining unit have been fully processed. If such agreement is given, all applications sent directly to the Department must be sent to Employee Resources. Any inquiries from outside applicants will be referred to Employee Resources.

- (b) All laid off employees will be notified by the City, in writing, of all new positions or vacancies. Such notice shall contain the title of the position, qualifications required, salary rate and increment range.
- (c) It is recognized that the City may assign personnel to these vacancies on a temporary basis, the temporary

period not to exceed thirty (30) working days. This temporary period may be extended only by advance, mutual agreement of the parties in writing.

In the event that temporary positions are created or temporary vacancies occur in excess of the thirty (30) days specified above, such positions shall be posted within the department. Should a full-time employee from within the department obtain the temporary position or vacancy, this shall be considered as a temporary transfer within the bargaining unit. At the end of the temporary placement, the employee will be reinstated to his/her previous position.

- (d) In the event that one or more employees applies for a position, suitable applicants will be interviewed by a member of the Employee Resources Department, if available, and up to two (2) other supervisory ~~staff~~. Upon request, unsuccessful applicants shall get a written reply setting out the reasons why they were 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.

During the interview, the Employer shall confine questions to matters directly related to the job for which the employee has applied.

- (e) In order to protect the privacy of employee information during the interview, no person other than those set out in 17:05 (d) shall be involved in the interview or selection process or be given access to any information about the employee's application



for a job posting.

- (f) In cases of promotion requiring higher qualifications or experience, the employer will give consideration to an employee who does not possess the required qualifications or experience, but who has commenced to attain these qualifications prior to filling the position.
  
- (g) **A** successful applicant to a permanent position from within the bargaining unit shall be subject to a trial period of sixty (60) days worked. During this time, the City will either confirm the employee in the new position if their services are satisfactory, or shall return the employee to his/her former position and wage rate without loss of seniority. Within the first thirty (30) days worked, should the employee so wish, he/she shall be returned to his/her former 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/her former position and wage rate without loss of seniority.

The position left vacant may be filled with a temporary employee who shall not accrue seniority during the trial period of the transferred applicant. Upon successful completion of the trial period for the transferred applicant, the vacant position shall be posted. In the event the temporary employee is hired and successfully passes the probation period, his/her seniority shall be back dated to the original hiring date.

- (h) All job postings within **Local** 973 and Local 241 will

be posted so that employees from both locals are aware of the vacancies. It is understood that posting outside of the Local in which the vacancy exists is a courtesy posting only.

- (i) Job descriptions shall be maintained in accordance with the Joint Job Evaluation Maintenance Plan.

17:06

- (a) Transfers to Positions Outside the Bargaining Unit:

If an employee is, or has been, transferred to a position which is not subject to the provisions of this Agreement, the employee shall retain their previous seniority and continue to accrue seniority only for a period of thirty (30) days. The employee shall carry their accumulated seniority with them, if they are transferred back to a position subject to the provisions of this Agreement.

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 the bargaining unit without the agreement of the Union.

- (b) Permanent Transfers between C.U.P.E. Locals 241 and 973:

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 and shall continue to accumulate seniority following the transfer. He/she shall be classified under the collective agreement of the Local Union to which he/she has been transferred. He/she will be entitled to the benefit plans of the bargaining unit to

which he/she belongs, effective on the first of the month following the date of transfer.

The employee shall be on trial for a period of up to sixty (60) days worked, with the Corporation reserving the right to confirm the transfer after a lesser period if the employee's services are satisfactory. If, in a period of up to sixty (60) days worked, the employee's services are not satisfactory the employee shall be returned to their former position, and any other employee who has been promoted or transferred because of this re-arrangement shall be returned to their former position at their previous wage rate and without loss of seniority.

Sick Leave Entitlement **In a Permanent Transfer between C.U.P.E. Locals:**

Transfers from C.U.P.E. Local 241 to C.U.P.E. Local 973:

1. If the employee has seven (7) years or more of continuous service with the Corporation and has accumulated sick days, he/she will be paid for fifty percent **(50%)** of the credited sick leave at the employee's rate of pay in Local 241, to a maximum of six months. at the time of transfer, and will carry the remaining sick days with him/her. The employee is entitled to the terms and conditions of Article 24 • Accident and Sickness of the Local 973 Agreement.
2. If the employee has less than seven (7) years of continuous service with the Corporation and has accumulated sick days, he/she shall carry those days with him/her to use as banked sick days.

**Transfers from C.U.P.E. Local 973 to C.U.P.E. Local 241:**

1. Employees will take all unused non-accumulated sick days to Local 241. Should the employee become ill, he/she shall use those days during the calendar year in which he/she transfers, in accordance with Article 24 of the Collective Agreement with Local 973. The employee shall be subject to the sick leave provisions in accordance with Article 28 of the Local 241 Agreement.
2. Local 973 employees having sick leave credits 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 24:07 of the Local 973 Agreement.

**(c) 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/she was transferred. An employee being transferred understands that he/she will conform to the Local's hours of work, classification and pay to which he/she has been transferred.

**17:07 Loss of Seniority:**

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

- (a) leaves of the employee's own accord;

- (b) is absent for more than three (3) consecutive working days without permission or a reasonable explanation;
- (c) is discharged, and such discharge is not reversed through the grievance procedure;
- (d) is laid off continuously for a period of more than thirty-six (36) months, or one-half of his/her seniority, whichever is the lesser;
- (e) has been laid off and fails to return within ten (10) working days after notification to do so has been sent to the employee by registered mail, or by such other method that is appropriate at the time to the last address on record with the City. It is the obligation of the employee to maintain an address at which registered mail can be received by him or on his behalf at all times;
- (f) fails to return to work upon the termination of leave of absence without a reasonable explanation.

17:08

**Seniority List:**

A Seniority List will be established 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 not later than January 15th and June 15th of each year. Such list to show the seniority of the employees, effective the first of the year and the first of June and a copy will be filed with the Secretary of the Union. This list will include the name of the employee, the respective date of hire and will be considered as correct if not questioned within fifteen (15) working days of posting. At the end of fifteen (15) days the Seniority List shall be removed and all errors and omissions shall be corrected and the Seniority List shall be re-posted with the corrections made, within fifteen (15) days.

17:09 Transfers to Positions in the Bargaining Unit from Outside the Bargaining Unit:

Except as provided in article 17:06 (a) and 17:06 (c), 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 all vacation or other 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 Sch. "A".

17:10 Temporary Employees:

- (a)
  - (i) A temporary full-time employee is one who has been hired by the City to work the regular number of hours in the department for a specified time period of six (6) months or less, to perform work that is strictly seasonal in nature, or of a non-recurring short duration, or to replace employees who are absent due to illness, injury or leaves of absence under this agreement, or for a period of up to nine (9) months only for pregnancy, parental, adoption leaves.
  - (ii) All temporary employees shall be hired only through the **Employee Resources Department**. Any temporary employee who performs work of the bargaining unit shall automatically become an employee of the City, except as provided in Article 17:05 (c).
  - (iii) Temporary employees on the City's payroll shall pay union dues in accordance with Article 7:01 from their date of hire.
  - (iv) Temporary employees shall not be utilized by the City to perform any work of a full-time position that has been vacated by retirement, resignation or any

other reason except as provided in 17:05 (c). If the City determines that there is work to be performed in a classification following the retirement, resignation, etc., the position shall be posted as a permanent position in accordance with Article 17:05.

- (b) Any temporary employee retained for more than six (6) months, or nine (9) months in the case of a pregnancy, parental or adoption leave replacement shall automatically become a full-time permanent employee. The time they have worked as a temporary employee will be counted for seniority purposes and other terms of this agreement, where applicable, will become effective from the date they commenced work.
- (c) Extension of Periods:

It is understood that the parties to this agreement may mutually agree, in writing, on an extension of the temporary employment period only within ten (10) working days prior to the end of the temporary employment period or any mutually agreed subsequent extension.

- (d) Temporary Employees Will Not Receive Preference to Full-time Employees:
  - (i) Employees hired for temporary work will not in any way displace regular employees nor will they be retained or granted any work or rights in preference to regular employees.
  - (ii) The City shall not use employees who work less than twenty (20) hours per week to perform any work of the bargaining unit in temporary vacancies or as temporary employees as set out in Article 17:05 (c) and as set out in Article 17:10.

- (iii) Temporary employees shall not be assigned any overtime hours in preference to full-time permanent employees who perform similar duties in the same work area.
- (iv) No temporary employee shall work more than one(1) period of temporary employment as set out in Article 17:10 (a) unless by prior agreement by the parties in writing.

#### ARTICLE 18:00 BULLETIN BOARDS

18:01 The City shall provide space on 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 19:00 LEAVES OF ABSENCE

19:01 Union Leave:

- (a) Upon ten (10) days written notice, except in cases of emergency, leave of absence without pay or loss of service credits and seniority 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 wages, benefits and credits to such employees and the Union shall reimburse the Employer for wages.
- (b) The Corporation shall be reimbursed for wages by the Union. 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 its employees and the employee shall sign a waiver agreeing to these provisions before commencing on such leave.



- (c) With Departmental approval one **(1)** employee per calendar year if elected or appointed to office or a staff position with The Canadian Union of Public Employees may, upon thirty (30) calendar days advance notice, be granted a leave of absence without pay and without loss of seniority or benefits for up to ninety **(90)** calendar days. During such leaves of absence, wages and benefits shall be kept whole by the City and the Union agrees to reimburse the City for such wages and the City's contribution to said benefits

19:02 Bereavement Leave

In the case of a death in the family, leave of absence, with pay and without loss of seniority, will be granted to an employee on the following basis but in any case, the granted leave shall not exceed past the day of the funeral.

- (a) Up to five **(5)** days, because of the death of a wife, husband, common-law spouse and legal dependant children.
- (b) Up to three (3) days, because of the death of a father, mother, sister, brother, father-in-law, mother-in-law, son, daughter, stepchild, step-parents, legal guardian.
- (c) Up to **two (2)** days, because of the death of a sister-in-law, brother-in-law, grandparents, grandchildren.
- (d) Up to four **(4)** hours to attend funeral as a pallbearer. Where additional time is required by an employee to attend a funeral as a pallbearer, an employee may

request to use vacation time, banked lieu time or take an unpaid leave. Such requests shall not be unreasonably denied.

- (e) 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.
- (f) Leave in (a), (b), (c) or (d) may be extended by application to the Director of Employee Relations or his designate, taking into consideration the employee's situation. Such additional leave shall be deducted from the employee's sick leave credits. Permission for such additional leave shall not be unreasonably withheld.

#### 19:03 Personal Leave:

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 reason 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 in writing 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.

## 19:04 Jury/Witness Leave:

- (a) An employee who is obliged to serve **as** a juror, a court witness or **a** witness at an inquest, will be paid the employee's regular rate of pay for the time served during 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 his/her Department Head, a document from the court or the corner 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, **a** court witness or **a** witness at an inquest.
- (b) If an employee is obligated to appear as a witness because of the employee's employment with the City, the City shall reimburse the employee for all reasonable expenses incurred upon proper receipts being provided to the City. If all or any portion of the expenses are being recovered from another source, such funds shall be deducted prior to any monies being paid by the City.

19:05 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.

## 19:06 Pregnancy Leave:

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

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

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

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

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

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

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

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

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

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

The employee must provide the employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the eighteen (18) week parental leave. The Employer contribution to OMERS will be continued unless the

employee gives written notice that the employee does not intend to pay the employee's contributions.

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

- (c) The position left vacant by the employee on pregnancy/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 in this manner shall not gain seniority rights in a temporary position, or be entitled to re-classification while so employed.

#### **19:07** Father's Leave at the Time of Birth of Child

Leave of absence up to three (3) days will be granted to an expectant father, such time to be taken from sick pay. This only applies to scheduled working days in the three (3) calendar days, at the time of birth of the employee's child.

### ARTICLE 20:00 VACATIONS

- 20:01** The anniversary date for vacations shall be July 1st and the vacation year shall be from July 1st to June 30th. Vacations with pay shall be on the following basis:

- (a) Employees with less than one (1) year of continuous service as of July 1st will receive 5/6 of a day of vacation for each month to a maximum of ten (10) days;
- (b) Two (2) weeks vacation after one (1) year of continuous service;
- (c) Three (3) weeks vacation after four (4) years of continuous service;
- (d) Four (4) weeks vacation after nine (9) years of continuous service;
- (e) Five (5) weeks vacation after eighteen (18) years of continuous service; (after sixteen (16) years of continuous service in the **2001/2002 vacation** year;
- (f) Six (6) weeks vacation after twenty-four (24) years of continuous service;
- (g) Seven (7) weeks vacation after thirty (30) years of continuous service.

Where an employee's anniversary date falls after July 1st, the employee will not have to wait a full year to get the increased vacation, but will get additional vacation on the following basis:

Five (5) days, if the anniversary date falls in first quarter;

Four (4) days, if the anniversary date falls in second quarter;

Two and a half (2 1/2) days, if the anniversary date falls in third quarter;

One and a half (1 1/2) days, if the anniversary date falls in fourth quarter,.

- 20:02** a) Vacations are earned in the calendar year before July 1st and become due and may be taken anytime during the following twelve (12) months, subject to customary vacation schedules and staffing needs of the department and the decision of the Supervisor.

In all disputes over vacation, seniority shall govern, providing that the vacation period has been reserved by May 1st. All employees with four and five weeks vacation will take the fourth and fifth week at the discretion of the Department Head. Such approval shall not be unreasonably withheld. The time lost from work of one month or more for any reason other than sick leave, pregnancy, parental, union leave or periods covered by Workplace Safety and Insurance Board payments will not count toward vacation entitlement.

- (b) **Vacation Carry Over:**  
A maximum of up to five **(5)** days vacation may be carried over from the vacation year, subject to adequate **staffing** needs of the Department.

20:03 (a) Upon termination of employment, death or retirement, employees or their estate shall be entitled to vacation pay pro-rated from the preceding anniversary date to the date of termination, death or retirement.

- (b) Upon the death of an employee, the beneficiary designated in writing by the employee to the City shall be entitled to vacation pay pro-rated from the preceding anniversary date to the date of the death of the employee, subject to federal and/or provincial statutes.

20:04 Where an employee qualifies for bereavement leave or sick leave during vacation, the period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date by mutual agreement between the employee and the Corporation.



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/her supervisor. The employee must provide medical documentation from a qualified medical practitioner to the City in order to have his/her vacation reinstated.

## ARTICLE 21:00 STATUTORY HOLIDAYS

21:01 The following holidays are recognized and paid for at straight time:

- |    |                |     |                  |
|----|----------------|-----|------------------|
| 1. | New Year's Day | 7.  | Labour Day       |
| 2. | Good Friday    | 8.  | Thanksgiving Day |
| 3. | Easter Monday  | 9.  | Remembrance Day  |
| 4. | Victoria Day   | 10. | Christmas Day    |
| 5. | Canada Day     | 11. | Boxing Day       |
| 6. | Civic Holiday  |     |                  |

Where any of the above holidays (except for Remembrance Day) falls on a Saturday or a Sunday, an alternative day will be given either before or after the holiday. When November 11<sup>th</sup> falls on a Saturday or a Sunday, one floater day will be given at a time mutually agreed to by the employee and the Department Head, and must be taken by the end of the vacation year (June 30).

**21:02** Employees are entitled to one (1) extra day to be taken as follows:

- (a) 1/2 day to be taken on last working day before Christmas and New Year's Day, or;
- (b) one (1) full day to be taken on the last working day before Christmas Day or New Year's Day, or;
- (c) one (1) full day to be taken as a floater in the period from January 1st to June 30th.

All days or half days taken as above shall be at a time mutually agreeable to the employee and Department Head, which will not unduly deplete the staff of any Department.

**21:03** At least three (3) months before the City decides to temporarily close any of its operations or facilities on any day that would be a regular work day in conjunction with a statutory or paid holiday, the City shall meet with the Union to reach agreement on such temporary closure. Failing agreement, the City will provide regular work.

## ARTICLE 22:00 HOURS OF WORK AND OVERTIME

**22:01** (a) All employees covered by this Agreement, except Construction Inspectors, Surveyors, Parking By-Law Enforcement Officers, Municipal Parking Lot Employees and House Technicians, shall work a minimum of 35 hours per week, and seven hours per day, at basic rates Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., with a minimum of half hour and maximum one hour unpaid lunch. If flex time is incorporated in any department, the actual time to be worked shall be mutually agreed upon by management and the Union.

- (b) From July 1st to Labour Day each year the hours of work (except for Construction Inspectors, Surveyors, Parking Lot By-Law Enforcement Officers and Municipal Parking Lot Personnel) shall be 8:30 a.m. to 4:00 p.m., at basic rates with one half (1/2) hour unpaid lunch period.

22:02 The basic work week for Construction Inspectors shall be as follows:

- (a) the beginning of the third full ~~week of~~ November to the end of the first **full** week of April, thirty-five (35) hours per week composed of seven (7) hours per day, Monday through Friday, between the hours of 7:00 a.m. to 5:00 p.m.
- (b) from the beginning of the second **full** week of April to the end of the second full week of November:
- (i) for Inspection duties on an active construction project • 37 1/2 hours per week, composed of 7 1/2 hours per day, Monday through Friday, between the hours of 7:00 a.m. to 5:00 p.m.
- (ii) for other duties, thirty-five (35) hours composed of seven (7) hours per day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

***NOTE: Lunch period for Inspectors shall be an unpaid break.***

## 22:03 Overtime:

The Department Head may require an employee to work more than the basic work day or week as outlined in Clauses **22:01**, **22:02** above and **22:08**, with all times worked beyond these basic periods and with the exception of the first fifteen **(15)** consecutive minutes being paid at the following overtime rates:

Monday to Saturday inclusive:	Time and one half <b>(1 1/2 X)</b>
Sundays	Double time <b>(2 X)</b>
Statutory holidays:	Double time <b>(2 X)</b> plus the normal day's pay except for regularly scheduled work.

Municipal Parking Lot and Solid Waste Services personnel may be scheduled to work on Easter Monday and Remembrance Day. In this case, an alternative day off, mutually satisfactory to the employee and the immediate Supervisor shall be given in lieu. **At** the option of the employee, all overtime may be taken in equivalent time off in lieu of pay, at the applicable overtime rate, at a time mutually agreeable to the employee and the employee's Supervisor.

**22:04** When an employee is required to work overtime which is not consecutive with the normal working hours, the employee shall be paid for a minimum of two **(2)** hours at the appropriate overtime rate.

**22:05** Meal Allowance:  
When an employee is required to work three (3) or more hours overtime, which is continuous from the normal work hours, the employee shall be entitled to a meal allowance of eight **(8)** dollars on each such occasion. When an employee is called into work while on stand-by call and they work three or more continuous hours, the employee shall **by** entitled to one **(1)** meal allowance for each occasion.

**22:06** Employees in Community Services and the Works Department at the Wet/Dry Recycling Centre may be required to work hours different from those specified above according to the requirements of the operation but shall not be scheduled for more than seven (7) hours per day, nor five (5) days per week.

The regular hours of work for the Traffic Technologist, Signal Technologist and Traffic Technician shall be any seven (7) consecutive hours, five (5) days, Monday to Saturday, between 7:00 a.m. and 6:00 p.m., given two weeks notice, for traffic counts only.

**22:07 Shift Premium**

All employees whose regular shifts extend beyond the 7:00 a.m. to 5:00 p.m. period, from **Monday to Sunday**, shall receive a shift premium:

<b>Effective:</b>	<b>January 1, 2000:</b>	<b>\$0.80</b>
	<b>February 1, 2001</b>	<b>\$0.83</b>
	<b>February 1, 2002</b>	<b>\$0.86</b>

Shift premium shall not be paid where overtime premiums apply.

**22:08** Cashiers and attendants working in the various municipal parking lots shall work a basic 35 hours per week with a maximum number of hours in any work day of 8 consecutive hours. Work may be scheduled at basic rates any time between 8:30 a.m. and 10:30 p.m., Monday through Saturday, inclusive.

- 22:09 (a) The basic work week for the Surveyors shall be as follows:
- (i) from the start of the third full week of November to the last full week of April Surveyors shall work a thirty five (35) hour work week, composed of seven (7)

consecutive hours per day, 8.30 a.m. to 4.30 p.m., with one (1) hour unpaid lunch, Monday to Friday. With mutual consent of the parties the work hours may be altered.

- (ii) from the start of the first full week of May, to the end of the second full week of November Surveyors shall work a forty (40) hour work week, eight (8) consecutive hours, between 8:30 a.m. to 4:30 p.m., Monday to Friday, with a paid 1/2 hour lunch, with an increase in wages corresponding to the increase in hours worked. With mutual consent of the parties the work hours may be altered.

- (b) Surveyors off on sick leave shall be charged as follows:  
 one (1) full day = seven (7) hours  
 one-half (1/2) day = three and one-half (3.5) hours  
 other time will be deducted as time for time.

- (c) Surveyors off on vacation shall be charged as follows:  
 one (1) full day = (7) hours  
 one half (1/2) day = three and one-half (3.5) hours  
 other time will be deducted as time for time.

- (d) Surveyors off on paid holidays shall be charged as follows:  
 one (1) full day = seven (7) hours

22:10 Stand-by:

The City wishes to ensure that employees are available for emergency response, To that end, the following provisions shall apply:

- (a) Employees who are scheduled to be on stand-by must do so **as** part of their employment duties and this requirement shall form part of their job description.
- (b) When on call, employees must be available to respond within thirty **(30)** minutes of receiving a call and be in a condition to perform the work required.
- (c) The City shall pay a premium rate for all hours an employee is on stand-by of:

Effective: January <b>1,2000:</b>	<b>\$0.80</b>
February <b>1, 2001</b>	<b>\$0.83</b>
February <b>1, 2002</b>	<b>\$0.86</b>

Employees shall be provided with a communication device and a City vehicle while on stand-by. 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.

- (d) The period on stand-by shall be from 4:00 p.m. Tuesday to 4:00 p.m. the following Tuesday and be assigned on a weekly, rotating basis.

- (e) 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 these employees may have the option **to** take the earned portion of overtime **as** time off in lieu to a maximum of one (1) week per year. Requests to take lieu time must be made in writing at least two weeks in advance of the date of the request. Such requests will not be unreasonably denied.

- 22:11 (a) The Parking By-Law Enforcement Officers shall work an averaged forty-two (**42**) hour work week. The operation shall be a schedule of twenty four (**24**) hours per day, seven (**7**) days per week. (Schedule "C" of this agreement outlining the work shifts for the Parking By-Law Enforcement Officers shall be as attached.)
- (b) The following conditions will apply to the Parking By-Law Enforcement Officers:
- (i) non-accumulative sick time will be **48** hours per year;
  - (ii) vacation time will be taken only in one (1) week blocks (Sunday to Saturday) and will be deemed as a forty two (**42**) hour work week;
  - (iii) work on paid holidays will be paid at straight time as part of their salary for a forty two (**42**) hour average work week. The eleven (11) paid holidays and the floater day will be paid out as eight (8) hours per day with the first pay in December.



**22:12**

## House Technicians - River Run Centre

One House Technician (Crew Chief) is a twelve (12) month position;

The other positions will remain a ten (10) month position. One additional House Technician shall become a twelve (12) month position in 2001. The standard work week shall be forty (40) hours with a 1/2 hour unpaid lunch period.

- (a) Overtime: paid at 1.5 times after forty (40) hours per week.  
paid at 1.5 times after twelve (12) hours per day.
- (b) Hours of Work: Four (4) hour minimum per day  
May be scheduled for more than eight (8) hours per day subject to overtime rules of (b).
- (c) Holidays as per the collective agreement, Article 21.
- (b) Clothing Allowance: as per collective the agreement, Article 27:01 (j).
- (e) Footwear: as per the collective agreement, Article 27:01 (I).

If a House Technicians is required by the employer to work through their lunch for set-up, take down or any other work, the employee will be paid for the lunch period at time and one half (I 1/2 x).

**ARTICLE 23:00 WAGE RATE CLASSIFICATION**

- 23:01** Attached to this Agreement and forming an integral part thereof shall be Schedule "A", C.U.P.E. Local 973/ City of Guelph Internal Equity Salary Grid and Salary Administration Notes, setting forth the wage rates and job grades and classifications. All employees covered by this agreement shall be paid in accordance with the Internal Equity Grid in the job grade and the rate that is commensurate with the job duties for the position.
- 23:02** The City will endeavour, subject to technical problems that may arise, to ensure that all employees shall receive their pay deposited to their accounts for the week's work on the Friday of that week. Overtime and shift premiums shall be paid on the following Friday. Employees shall receive each current statement of earnings on the Friday pay day. Mileage payments shall be paid on the third Friday of the month following that for which the payment is due.
- 23:03** The provision of a personal vehicle will not be a condition of employment of any employee. When an employee is requested to use the employee's personal vehicle on City business, and so agrees, the employee shall receive **.33 cents per km**. When Construction Inspectors are requested to use their own personal vehicles on City business, and so agree, they shall receive a guaranteed 16 km per day at the current rate, while inspecting.
- 23:04** Retroactive Pay - Former Employees:  
Any permanent employee who resigns, retires or is laid off during the negotiation of the collective agreement shall receive any retroactive pay accrued to the final date of the employee's employment with the City. The City shall issue any applicable retroactive pay to the employee within one (1) month of the signing of the collective agreement. Failure of the former employee to provide the city with a forwarding address shall nullify this clause.

## ARTICLE 24:00 ACCIDENT AND SICKNESS

- 24:01 Weekly Indemnity:  
 Waiting Period - 1/1/4 (1st day accident, 1st day hospitalization,  
 4th day sickness) Duration - 26 weeks  
 Benefits - **75%** of salary to a maximum of \$1,000.00 weekly.
- 24:02 L.T.D. (Own Occupation):  
 Waiting Period - 26 weeks  
 Duration - ~~Own~~ occupation 24 months as an employee, or age 65  
 Benefits - **75%** of salary to maximum of **\$5,000** monthly up to  
 24 months as an employee
- N.B.\* Medical Benefits are paid up to 24 months for an  
 employee on leave of absence.
- 24:03 An employee must fill out a Weekly Indemnity Election Form  
 immediately upon sickness, to elect one (1) of the four (4)  
 options for the three (3) day waiting period. Forms are available  
 at the Employee Resources Department. The four options are  
 sick days, leave without pay, earned and approved overtime or  
 vacation days due.
- 24:04 An employee must fill out a "Weekly Indemnity Waiver Form"  
 immediately upon sickness, if the employee is electing to waive  
 the Weekly Indemnity coverage. Forms available at the  
 Employee Resources Department.
- 24:05 Any employee who, because of illness or injury, is unable to  
 report for duty must notify his immediate supervisor or  
 department head, as soon as possible but not later than 30  
 minutes after their normal starting time. Exceptions may be  
 granted if the employee has reasonable cause.

- 24:06** All employees will receive six (6) non-accumulative sick days per year. These non-accumulative sick days shall be pro-rated to represent one day per two months for employees starting employment after January 1, 1989.
- 24:07** An employee who has banked sick days will be eligible to use up to 83 of these banked days for each illness before going on W.I., conditional **on** having 20 days remaining in the bank. For all other employees with no banked sick days, there will be no change in procedures.
- 24:08** In case of illness of an immediate member of the family (living in the same residence) of an employee where there is no one at home, other than the employee to care for the needs of the ill person, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) sick days per year for this purpose. The need for the employee to stay home with the ill person shall be supported by a letter from a doctor.
- 24:09** Employees under this agreement shall be allowed a maximum of five (5) half days per year for doctor or dentist appointments without loss of pay, such time to be deducted from sick days.

## ARTICLE **25:00** BENEFIT **PLANS**

- 25:01** The City agrees to pay one hundred (100) per cent 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.

The plan pays the difference between Ward charge and Semi-Private charge.

(b) Liberty Health Extended Health Care Plan **10/20:**

Drug Plan: prescription drugs with a \$7.00 Prescription Fee Maximum. **53**

Physiotherapy: effective March **1, 2000** pays up to **\$300** per year.  
effective February **1, 2001** pays up to **\$500** per year.

Massage Therapy: effective March **1, 2000** pays up to \$300 per year.

Chiropractor: effective February **1, 2001** plan pays next **\$300** (effective February **1, 2002** **\$400**).

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

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

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

(d) Liberty Health Vision Care:  
March **1, 2000** **\$225.00** every two years.  
February **1, 2001** **\$250.00** every two years  
February **1, 2002** **\$275.00** every two years

**(e)** Liberty Health Deluxe Out of Country Travel Plan.

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 available plans and within the limit of provincial and/or federal legislation.

- 25:02** Group Life Insurance Coverage:  
All probationary employees will become members on completion of the probationary period and maintain such membership while employed by the City.

The amount of coverage is one times their salary not less than:

**\$45,000** effective March 1, 2000  
**\$50,000** effective February 1, 2001  
**\$55,000** effective February 1, 2002

- 25:03** The agreement of the Corporation to pay 100 per cent 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.
- 25:04** Ontario Municipal Employees Retirement System:  
The City and the employee will continue to share equally in the premium cost of OMERS.
- 25:05** If an employee fails to notify the Director of Employee Resources or his designate, in writing, of any change which would result in a lesser premium, the employee shall be responsible for the additional cost to the City because of the employee's failure to give proper notice in writing.
- 25:06** The City will accept no responsibility for a temporary loss of coverage when the employee has failed to give proper notice, in writing, of a change in status.

**25:07** Annually, the Employer shall provide each employee with an Employment Benefit statement which should outline, in clear, simple, concise terms, the details, benefits and costs of all employee benefits, including Sick Leave, Group Life Insurance, Extended Health Insurance, Pension and all statutory benefits and plans, received by an Employee.

**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.

**25:09** The retirement age for all employees shall be the last day of the month in which they attain their 65th birthday, except when they qualify to retire under disability pension or request early retirement in accordance with OMERS regulations.

**25:10** The Corporation will pay 100% of the premium cost of **25:01** (a), (b), (c), (d) and (e) for an employee voluntarily electing retirement or an employee on disability pension subject to the following conditions:

1. This program will be extended only to employees voluntarily electing retirement or disability pension before the age of 65 and within ten (10) years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date.
2. The retiring or disability 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.
3. In the event of the employee's death before their 65th year, the employee's spouse shall continue to receive benefits in 25:01 **(a), (b), (c), (d)** and (e) from the date of the employee's death until the 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 25:01 **(a), (b), (c), (d)** and (e).
4. This provision will be provided to retirees or disability employees provided that they are not receiving their benefits from another employer or through the government or government agencies.
5. The above benefit coverage terminates when the employee reaches his/her sixty-fifth (65th) birthday.

## ARTICLE 26:00

## HEALTH AND SAFETY

- 26:01 (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 of 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.

**26:02** The City shall provide the Union Vice-president with a copy of the “Employer’s Report of Injury or Disease” (Form 7) when submitting same to the Workplace Safety and Insurance Board.

**ARTICLE 27:00 PROTECTIVE CLOTHING**

27:01 (a) The City agrees to provide hard hats and hard hat liners to all employees required to be present on construction sites.

- (b) The City agrees to provide safety vests, warning signs where required, and first aid kits in all vehicles to be operated by employees.

- (c) The City agrees to provide a safety vest and first aid kit to all employees required to work outside.

- (d) The City agrees to provide gas masks and safety harnesses to any employee required to go into a sewer or manhole and employees agree to wear the equipment provided on all applicable occasions.

- (e) The City agrees never to send an employee into a sewer, manhole or excavation as defined in the Construction Safety Act, unless another employee is present to act as Safety Person.

- (f) The City agrees to provide rain hats, rain suits and rubber boots to all employees required to work in

- inclement weather.
- (g) The City agrees to provide all Construction Inspectors, Surveyors, Building Inspectors, Plumbing Inspectors and Technicians with one pair of coveralls each, per year, as requested.
- (h) The City will make coveralls available to all other employees when required. These coveralls will be kept in designated locations when not being used.
- (i) **Approved Safety Footwear:** to be purchased from an approved City supplier prior to the end of the vacation year. Employees eligible would be those that must perform their job duties in the field, other than for casual or supervisory inspections.

<b>Effective: March 1, 2000</b>	<b>\$85.00</b>
<b>February 1, 2001</b>	<b>\$90.00</b>
<b>February 1, 2002</b>	<b>\$95.00</b>

- (j) **Clothing Allowance** - all employees that must perform their job duties in the field, other than casual or supervisory inspections, shall receive a clothing voucher each year.

<b>Effective: March 1, 2000</b>	<b>\$85.00</b>
<b>February 1, 2001</b>	<b>\$90.00</b>
<b>February 1, 2002</b>	<b>\$95.00</b>

- (k) **Prescription Safety Glasses:** The City will reimburse to any employee who performs work where safety glasses are required, up to \$250.00 once every three years for the purchase of prescription safety glasses, upon presentation of a receipt.

27:02.

## Wearing Shorts:

1. The City shall ensure that employees work in a safe manner and wear protective clothing appropriate to their occupation and work site. The City's policy is that employees whose jobs expose them to risk of leg injury, must wear long pants or coveralls.
2. If short pants are worn they 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. The shorts will not be provided by the City as part or in addition to the present clothing issue.
3. Where an employee who opts to wear short pants and 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 him/her a pair of long pants or coveralls in case they are required to perform, during the course of a shift, work that poses a risk of leg injury.

27:03

## Business Insurance on Employee's Car:

Where a construction inspector, because of using the employee's car in connection with the employee's work, is required to pay business insurance, the Corporation will pay \$80.00 toward the cost of additional insurance premiums over the employee's previous premium when the employee provides proof of such additional payment.

ARTICLE 28:00 GENERAL

- 28:01** The Union will supply the City, in writing, the names of all of its officers and their addresses. The City will supply the Union with the names of any Department Heads who are concerned with the operation of this agreement.
- 28:02** Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 28:03** 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 training programs, the following is agreed to:
    - 1. No full-time position will be replaced in whole or in part by any such programs.
    - 2. No person from a job creation or job training program shall be considered for placement or be 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 to #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.

- 28:04** Printing of the Collective Agreement:  
The City shall pay for the printing of the collective agreement in a form that is mutually agreed between the parties. The City shall ensure the printing of enough copies of the collective agreement for all current employees, new employees that will likely be hired during the term of the agreement and for the use of the Union.
- 28:05** Prior to the printing of the collective agreement, one member of the negotiating committee and the Manager of Labour Relations will meet to review job titles and names of departments to ensure that they are correct.

**ARTICLE 29:00 AMALGAMATION, MERGER, REGIONAL GOVERNMENT, SALE OF BUSINESS**

- 29:01** 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.

**29:02**

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 973 bargaining unit and **If** successful, would retain their accumulated seniority earned while they were employed by the **City**.

## **ARTICLE 30:00 MAJOR CHANGE IN WORK METHODS**

### **30:01 Technological Change:**

In this article "technological change" means any change in:

- (1) the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
- (2) in work methods, organization, operations or processes affecting one 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 one hundred and twenty **(120)** 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 30:00 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.

(b) No regular employee shall be dismissed or have his/her regular hours reduced by the Employer because of a technological change. An employee whose job is changed or who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings.

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, he/she shall have the right to displace employees with less seniority, provided he/she is able to perform the job.

(c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, the employer shall provide on the 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.

(d) 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.

### **30:02 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 a 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.

30:03

#### Contracting Out

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

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

Within five (5) working days of advising the Union, the City shall meet with the Union to fully discuss the details of the

work or service to be undertaken, in order to afford the Union sufficient opportunity to make a presentation to management, the relevant Committee of Council or to Council, in order to evaluate whether such work or service can be performed by employees of the City.

#### ARTICLE 31:00 COMMUNICATIONS/COUNCIL AND MANAGEMENT

31:01 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 and 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.

#### ARTICLE 32:00 RECLASSIFICATION

32:01 Employees requesting to be reclassified shall make application in accordance with the Joint Job Evaluation Maintenance Plan which is attached to and included with this collective agreement.

#### ARTICLE 33:00 JOB EVALUATION

33:01 The joint 'Pay Equity/Job Evaluation Plan' agreed between the parties on December 21st 1989, shall be attached to and form

part of the Collective Agreement as Appendix "D"

The Joint Job Evaluation Maintenance Plan agreed between the parties to ensure the continuation of the Job Evaluation Plan is attached to and forms part of this collective agreement as Appendix "B".

ARTICLE 34:00      LABOUR/MANAGEMENT COMMITTEE

34:01      A Labour/Management Committee shall be established, consisting of two (2) representatives of the Union and two (2) representatives of the City. The purpose of the committee shall be to discuss matters of interest to either party, excluding health and safety matters.

The Committee shall meet when requested by either party at a mutually agreeable time and place.

ARTICLE 35:00 SUSPENSION OF EMPLOYEE'S DRIVER'S  
LICENCE

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

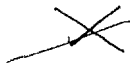
driving position. The nature of the work to which the employee is reassigned **will** be negotiated between the City and the Union. The wage rate will be adjusted to the wage rate of the assigned job.

- c) The employee may displace one or more temporary employees if he is capable of performing the work within a ten **(10)** day orientation period.

**5.** No employee shall be disciplined, suspended or terminated either directly or indirectly due to the loss of his/her driver's licence **unless** such loss of driver's licence or driving privileges occurred with the operation of a City vehicle or during his work hours.

**6. a)** An employee **as** set out in #1 above who loses their licence by suspension, or **is** prohibited from driving for a second time **as** the result of the decision of a court or tribunal will not be able to avail themselves of #4, above unless mutually agreed by the City and the Union. Similarly, an employee who can restore their licence, but chooses not **to**, will not be permitted to avail themselves of #4 above.

**b)** Where **an** employee has their licence suspended prior to the disposition of any alleged offence by a court or tribunal, the City will regard any subsequent suspension of licence or prohibition from driving **as** a single suspension.

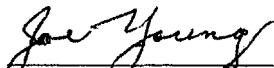


**ARTICLE 36:00 DURATION**

**36:01** This Agreement shall be effective January 1, 2000 to January 31, 2003 and from year to year thereafter unless either party gives notice, in writing, to the other party not more than ninety (90) days nor less than thirty (30) days prior to December 31st in any year of their desire to alter same. 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 Local # 973 the CUPE National Representative and the Director of Employee Resources or his designate.

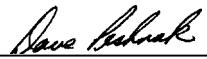
Dated at GUELPH, ONTARIO this 17 day of July, 2000.

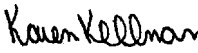

FOR THE CORPORATION  
OF THE CITY OF GUELPH:

  
\_\_\_\_\_  
Mayor - Joe Young

  
\_\_\_\_\_  
Clerk - Lois A Giles

FOR THE CANADIAN  
UNION OF  
PUBLIC EMPLOYEES,  
LOCAL 973:

  
\_\_\_\_\_  
Dave Peshnak - President  
Local 973

  
\_\_\_\_\_  
Karen Kellman - Negotiating  
Committee  
  
\_\_\_\_\_  
Mark Charboneau -  
Representative

**SCHEDULE A      RATE BY GRADE & LEVEL**

**CUPE LOCAL 973**

Effective Date:	Start Level 1		6 Months Level 2		12 Months Level 3		24 Months Level 4		36 Months Level 5	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Grade 1										
Jan. 1, 2000	10.11	353.79	10.64	372.41	11.20	392.01	11.79	412.65	12.41	434.36
Jan. 1, 2001	10.39	363.52	10.93	382.65	11.51	402.79	12.11	423.99	12.75	446.31
Jan. 1, 2002	10.70	374.43	11.26	394.13	11.85	414.88	12.48	436.71	13.13	459.70
Grade 2										
Jan. 1, 2000	11.08	387.94	11.67	408.36	12.28	429.85	12.93	452.47	13.61	476.29
Jan. 1, 2001	11.39	398.61	11.99	419.59	12.62	441.67	13.28	464.92	13.96	489.38
Jan. 1, 2002	11.73	410.57	12.35	432.17	13.00	454.52	13.68	478.86	14.40	504.07
Grade 3										
Jan. 1, 2000	12.15	425.38	12.79	447.77	13.47	471.34	14.18	496.15	14.92	522.26
Jan. 1, 2001	12.49	437.08	13.15	460.08	13.84	484.30	14.57	509.79	15.33	536.62
Jan. 1, 2002	12.86	450.19	13.54	473.89	14.25	498.83	15.00	525.08	15.79	552.72
Grade 4										
Jan. 1, 2000	13.33	466.42	14.03	490.97	14.77	516.81	15.54	544.01	16.36	572.65
Jan. 1, 2001	13.69	479.25	14.41	504.47	15.17	531.03	15.97	558.96	16.81	588.39
Jan. 1, 2002	14.10	493.63	14.85	519.61	15.63	546.96	16.45	575.74	17.32	606.05
Grade 5										
Jan. 1, 2000	14.61	511.37	15.38	538.28	16.19	566.61	17.04	596.43	17.94	627.82
Jan. 1, 2001	15.01	525.43	15.80	553.08	16.63	582.19	17.51	612.83	18.43	645.09
Jan. 1, 2002	15.46	541.19	16.28	569.67	17.13	599.66	18.03	631.22	18.96	664.44
Grade 6										
Jan. 1, 2000	16.03	561.09	16.87	590.62	17.76	621.71	18.70	654.43	19.68	688.87
Jan. 1, 2001	16.47	576.52	17.34	606.86	18.25	638.80	19.21	672.42	20.22	707.82
Jan. 1, 2002	16.97	593.62	17.86	625.07	18.80	657.97	19.79	692.60	20.83	729.05

Grade 7	Jan. 1, 2000	17.57	615.01	18.50	647.38	19.47	681.46	20.49	717.32	21.57	755.08
	Jan. 1, 2001	18.06	631.93	19.01	665.19	20.01	700.20	21.06	737.05	22.17	775.84
	Jan. 1, 2002	18.60	650.89	19.58	685.14	20.61	721.20	21.69	759.16	22.83	799.12
Grade 8	Jan. 1, 2000	19.28	674.64	20.28	710.15	21.36	747.52	22.48	786.87	23.67	828.28
	Jan. 1, 2001	19.81	693.19	20.85	729.68	21.95	768.08	23.10	808.51	24.32	851.06
	Jan. 1, 2002	20.40	713.99	21.47	751.57	22.60	791.12	23.79	832.76	25.05	876.59
Grade 9	Jan. 1, 2000	21.12	739.33	22.24	778.25	23.41	819.21	24.64	862.32	25.93	907.71
	Jan. 1, 2001	21.70	759.67	22.85	799.65	24.05	841.74	25.32	886.04	26.65	932.67
	Jan. 1, 2002	22.36	782.46	23.53	823.64	24.77	866.99	26.07	912.62	27.45	960.65
Grade 10	Jan. 1, 2000	23.20	812.13	24.42	854.87	25.71	899.86	27.06	947.23	28.49	997.08
	Jan. 1, 2001	23.84	834.46	25.10	878.38	26.42	924.61	27.81	973.27	29.27	1024.50
	Jan. 1, 2002	24.56	859.49	25.85	904.73	27.21	952.35	28.64	1002.47	30.15	1055.23
Grade 11	Jan. 1, 2000	25.49	892.12	26.83	939.07	28.24	988.49	29.73	1040.52	31.29	1095.28
	Jan. 1, 2001	26.19	916.65	27.57	964.89	29.02	1015.68	30.55	1069.13	32.15	1125.40
	Jan. 1, 2002	26.98	944.15	28.40	993.84	29.89	1046.15	31.46	1101.21	33.12	1159.17

Wage increases applied in this schedule are:

2.5 % January 1, 2000, 2.75 % January 1, 2001, 3.00 % January 1, 2002.



<u>SCHEDULE B</u>	<u>POSITIONS BY CLASS</u>
<p><u>Class 1,2,3</u> None</p> <p><u>Class 4</u></p> <p>Clerical Assistant Customer Service Clerk Customer Support Coordinator Draftsperson</p> <p>Application Clerk Print Room Operator</p> <p>Receptionist Survey Rodperson</p> <p><u>Class 6</u></p> <p>Accounts Payable Clerk Accounts Receivable Clerk Business License Enforcement Officer CAD Operator Children's Program Coordinator Community Development Coordinator Concessions/Market Clerk Customer Service Clerk III Draftsperson II External Marketing Events</p>	<p><u>Class 5</u></p> <p>Accounting Clerk Application Clerk Assistant Sec/Treas. C of A Clerical Assistant II Customer Service Clerk II Clerk/Amada Administrator Customer Service Administrator Financial Clerk Instrument Person Lead Traffic Clerk/Receptionist Licensing Clerk Parking Technician Property By-Law Clerk Provincial Offenses Court Clerk Traffic Clerk/Receptionist Visitor Services Coordinator Zoning Clerk</p> <p><u>Class 7</u></p> <p>Building Inspector Building Technologist Cook Fitness/Pool Coordinator GIS Technician House Technician Junior Financial Analyst Lead Customer Service Clerk Lead Parking By Law E. O. Network Analyst Planning Technician II Purchasing Assistant</p>

Coordinator  
 Inventory Control Technician  
 Park Technician  
 Parking By Law Enforcement  
 Officer  
 Planning Technician  
 Promotions Assistant  
 Support Desk/Operator  
 Wet/Dry Industrial Assistant  
 Zoning Assistant

**Class 8**

Asphalt Inspector  
 Back Flow Prevention Officer  
 By-law Enforcement Officer  
 Business Development Assistant  
 Community Relations Coordinator  
 Construction Inspector  
 Construction Engineering  
 Technologist  
 Development Engineering  
 Technologist  
 Field Plumbing Inspector  
 Marketing/Special Events  
 Coordinator  
 Media and Publishing Analyst  
 Network Analyst II  
 Planning Applications  
 Administrator  
 Plans Examiner  
 Seniors Coordinator  
 Site Plan Inspector/Property  
 Manager  
 Special Needs Coordinator  
 Solid Waste Control Officer  
 Traffic Signal Technologist  
 Trainer Analyst  
 Utilities Coordinator

Recreation Programmer  
 Sales Associate  
 Secretary-Treasurer, Cof A  
 Senior Clerk/Financial Analyst/Legal  
 Support Coordinator  
 Survey Technician  
 Traffic Signal Technician  
 Traffic Technician

**Class 9**

Chief Plumbing Inspector  
 Environmental Technician  
 Field Building Inspector  
 HVAC Inspector  
 Industrial Waste Inspector  
 Lead House Technician  
 Park Planner  
 Planner I  
 Planner I / LACAC  
 Site Plan Coordinator  
 Subdivision Development Technologist  
 Traffic Technologist  
 Wet/Dry Industrial Coordinator  
 Wet/Dry Marketing Officer  
 Zoning Inspector

<u>Class 10</u>	<u>Class 11</u>
<b>Planner II</b> <b>Senior Building Inspector</b>	<b>Planner III</b>

## SCHEDULE "C"

### PARKING BY LAW ENFORCEMENT OFFICERS

AM - 8 PM	A	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS
PM - 8 AM	B	DAYS	DAYS	DAYS	OFF	OFF	OFF	OFF
	C	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF
	D	OFF	OFF	OFF	DAYS	DAYS	DAYS	DAYS
AM - 8 PM	A	OFF	OFF	OFF	OFF	DAYS	DAYS	DAYS
PM - 8 AM	B	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF
	C	DAYS	DAYS	DAYS	DAYS	OFF	OFF	OFF
	D	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
AM - 8 PM	A	DAYS	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS
PM - 8 AM	B	OFF	DAYS	DAYS	DAYS	DAYS	OFF	OFF
	C	NIGHTS	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF
	D	OFF	OFF	OFF	OFF	OFF	DAYS	DAYS
AM - 8 PM	A	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF	DAYS
PM - 8 AM	B	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF
	C	OFF	OFF	DAYS	DAYS	DAYS	DAYS	OFF
	D	DAYS	DAYS	OFF	OFF	OFF	OFF	NIGHTS
AM - 8 PM	A	DAYS	DAYS	DAYS	OFF	OFF	OFF	OFF
PM - 8 AM	B	OFF	OFF	OFF	DAYS	DAYS	DAYS	DAYS
	C	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS
	D	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF
AM - 8 PM	A	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF
PM - 8 AM	B	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
	C	OFF	OFF	OFF	OFF	DAYS	DAYS	DAYS
	D	DAYS	DAYS	DAYS	DAYS	OFF	OFF	OFF
AM - 8 PM	A	OFF	DAYS	DAYS	DAYS	DAYS	OFF	OFF
PM - 8 AM	B	NIGHTS	OFF	OFF	OFF	OFF	DAYS	DAYS
	C	DAYS	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS
	D	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF
AM - 8 PM	A	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF
PM - 8 AM	B	DAYS	DAYS	OFF	OFF	OFF	OFF	NIGHTS
	C	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF	DAYS
	D	OFF	OFF	DAYS	DAYS	DAYS	DAYS	OFF
AM - 8 PM	A	OFF	OFF	OFF	DAYS	DAYS	DAYS	DAYS
PM - 8 AM	B	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF
	C	OFF	OFF	OFF	OFF	OFF	OFF	OFF
	D	DAYS	DAYS	DAYS	NIGHTS	NIGHTS	NIGHTS	NIGHTS
AM - 8 PM	A	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
PM - 8 AM	B	DAYS	DAYS	DAYS	DAYS	OFF	OFF	OFF
	C	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF
	D	OFF	OFF	OFF	OFF	DAYS	DAYS	DAYS
AM - 8 PM	A	NIGHTS	OFF	OFF	OFF	OFF	DAYS	DAYS
PM - 8 AM	B	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF
	C	OFF	DAYS	DAYS	DAYS	DAYS	OFF	OFF
	D	DAYS	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS

**SCHEDULE "C"**  
**PARKING BY LAW ENFORCEMENT OFFICERS**

8 AM - 8 PM	A	DAYS	DAYS	OFF	OFF	OFF	OFF	NIGHTS
8 PM - 8 AM	B	OFF	OFF	DAYS	DAYS	DAYS	DAYS	OFF
	C	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF
	D	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF	DAYS
8 AM - 8 PM	A	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF
8 PM - 8 AM	B	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS
	C	OFF	OFF	OFF	DAYS	DAYS	DAYS	DAYS
	D	DAYS	DAYS	DAYS	OFF	OFF	OFF	OFF
8 AM - 8 PM	A	DAYS	DAYS	DAYS	DAYS	OFF	OFF	OFF
8 PM - 8 AM	B	OFF	OFF	OFF	OFF	DAYS	DAYS	DAYS
	C	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS	NIGHTS
	D	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF	OFF
8 AM - 8 PM	A	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF	OFF
8 PM - 8 AM	B	DAYS	OFF	OFF	OFF	OFF	NIGHTS	NIGHTS
	C	NIGHTS	OFF	OFF	OFF	OFF	DAYS	DAYS
	D	OFF	DAYS	DAYS	DAYS	DAYS	OFF	OFF
8 AM - 8 PM	A	OFF	OFF	DAYS	DAYS	DAYS	DAYS	OFF
8 PM - 8 AM	B	NIGHTS	NIGHTS	OFF	OFF	OFF	OFF	DAYS
	C	DAYS	DAYS	OFF	OFF	OFF	OFF	NIGHTS
	D	OFF	OFF	NIGHTS	NIGHTS	NIGHTS	NIGHTS	OFF

## APPENDIX "A"

SALARY ADMINISTRATION NOTES

1. The hourly and salary rates set out in the **973** Internal Equity Salary Grid are the pay rates determined in accordance with the Pay Equity and Job Evaluation Maintenance Plan.
2. The weekly salary rates represent a thirty-five (**35**) hour work week.
3. The only classifications in which employees are required to work in excess of thirty-five (**35**) hours per week are those set out in the collective agreement as follows:
 

By-law Enforcement Officers		<b>42</b> hours per week
Surveyors/Party Chief	<b>40</b> hours per week as per	Article <b>22:09</b>
River Run House Technicians	<b>40</b> hours per week as per	Article <b>22:12</b>
4. A permanent employee who is selected for a new position or vacancy, either permanent or temporary, shall be paid as follows:
  - (i) for transfers to positions in the same job grade, the employee shall be paid at the same increment in the same job grade;
  - (ii) for promotions or transfers to positions in a higher job grade, the employee shall be paid at the increment level in the higher job grade that is immediately higher than his/her current salary rate;
  - (iii) for transfers to positions in a lower job grade, the employee shall immediately be paid at the increment

level in the lower job grade that is immediately lower than his/her current salary rate.

Implementation of Internal Equity Salary Grid Promotion:

1. All employees who started in their present position prior to January 1, 1998 and who are not currently at the "Job Rate" in their present job grade shall move to the next increment level on July 1, 1998.
2. Subsequent progression for all employees who started in their present position prior to January 1, 1998 as described in (a) above shall occur according to the applicable time periods set out in the Internal Equity Salary Scale calculated from July 1, 1998.
3. All employees who started in their present position on January 1, 1998 or later shall move to the next increment in their present job grade, in accordance with the time periods set out in the Internal Equity Salary Scale, calculated from their start date.

## APPENDIX "B"

PAY EQUITY PLAN  
THE CORPORATION OF THE CITY OF GUELPH  
AND  
THE GUELPH PUBLIC LIBRARY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCALS **973** AND **1946**

Establishment defined as: all employees of the Corporation of the City of Guelph and the Guelph Public Library Board up to and including the chief Librarian and the CAO and including the bargaining units CUPE Locals **973** and **1946**.

## PART I

## Gender-Neutral Comparison System

1. A joint Pay Equity/Job Evaluation Rating Committee will be established composed of representatives of the Employer and the Union. All Union representatives shall be selected by the Union and all Employer representatives shall be selected by the Employer. For the purposes of the Pay Equity Plan, the Committee shall be composed of four **(4)** Union representatives, **two (2)** from each of the two (2) locals and four **(4)** Employer representatives. Recognizing the importance of ensuring the credibility and gender neutrality of all decisions rendered by the Committee, both the Employer and the Union shall endeavour to elect a number of male and female representatives which decide on a future Maintenance Programme for the Job Evaluation Plan, it is understood that the number of representatives of each Party may be amended.



2.
  - (a) The Committee shall have two contact persons of equal standing; one from the Employer and one from the Union who shall jointly be responsible for determining the agenda and smooth operation of the Committee.
  - (b) The Employer and the Union contact person will liaise with the Employee Resources Department for scheduling details i.e., times and locations. All relevant documentation generated in relation to the Job Evaluation portion of the Pay Equity Plan will be prepared by the Employee Resources Department and the consulting firm Deloitte Haskins & Sells and issued to the Committee.
3.
  - (a) The Employer agrees to release the C.U.P.E. members on the Rating Committee without loss of pay or benefits during the employee's normal working hours at their regular straight time rate of pay for scheduled Committee meetings, and for any training agreed upon. Overtime shall not be paid.
  - (b) This project requires that all Committee members commit the necessary time and be flexible in its scheduling. Once the Committee has been established, a series of mutually agreed upon times and dates shall be scheduled.
4. A quorum for Rating Committee meetings shall be all Committee members.
5. With respect to communications and responsibilities, the following shall apply:
  - a. The Employer and the Union will conduct joint orientation sessions during normal working hours.

- b. The employer will use the attached Position Description Questionnaires to gather the necessary information from employees and these shall be required to be returned by a time mutually agreed upon by the Parties.
- c. Completed questionnaires will be reviewed by the incumbent's supervisor/department head to ensure they are complete and contain the necessary details. The supervisor's comments will be on a separate sheet and will be returned to the employee for review.
- d. Finalized questionnaires and the supervisor's comments will then be submitted to the Employee Resources Department.
- e. The Employee Resources **Department/Consultant** will conduct individual and/or group interviews to obtain additional details, employment conditions, etc., about the job. This may include interviews with the incumbent's supervisor.  
Two members of the Committee (one representative from each party, together with the Consultant) may interview employees and supervisors to resolve any disagreement on the job questionnaire.
- f. Upon completion of all data collection, the Employee Resources **Department/Consultant** will prepare formal presentations of the jobs, (job descriptions) for presentation to the Rating Committee within the time-frame mutually agreed upon by the Committee. All gathered documentation with additional interview notes will be made available to the Committee to aid in the evaluation task, should the Committee so require.



points assigned each Degree or the Weighting until after all jobs in C.U.P.E. Locals **973** and **1946** have been rated. The Committee will operate on consensus (unanimous) basis. Failing consensus, a majority vote, as defined in Clause 4 of this document, will be accepted.

In cases where consensus or a majority vote (as defined) cannot be reached by the Rating Committee, the matter shall be referred to a non-committee representative from the Employer and a non-committee representative from The Canadian Union of Public Employees who shall decide the issue, and their findings shall become final.

9. The rating results arrived at by the Rating Committee shall be maintained and processed by the Committee, in accordance with the already agreed and established point-weighting chart. While jobs are being rated, non-participating National Representatives from The Canadian Union of Public Employees may be present. In cases where the position being rated is occupied by a Rating Committee member, such member shall not be present while the job(s) is being rated. They may be present during the Consultants presentation of the job(s).
10. The Rating Committee will rate all positions in C.U.P.E. Locals **973** and **1946** for the purposes of the Parties negotiating a schedule of adjustments for Pay Equity. The Rating Committee will also rate appropriate male comparator positions within the defined establishment for use as wage comparisons only. Such rating will be for the purpose of wage adjustments within C.U.P.E. Locals **973** and **1946** only.
11. On a majority vote (majority being defined as per Clause 4 above), the Committee will have the right to request the presence of a non-committee representative while a job is being presented if additional information is necessary, i.e., incumbent, supervisor, department head. Such individual shall not be present at the time of rating the job.

12. If at any time during the process, on a majority vote by the Committee, it is agreed that any Committee members are not participating productively, in the process, their principals, i.e., the Union or the Employer, will have the exclusive right to replace such Committee members.
13. The Committee will evaluate specifically based on job content, not on the incumbent's performance.
14. The Appeals Process will be:
  - a. All appeals must be filed within ten (10) working days after the Ratings are posted with the **Employee Resources Department** on the approved Appeal Form. Appeals received at a later date because of extenuating circumstances will be accepted.
  - b. Discussion and rationale will be represented to the employee by the **Employee Resources Department** liaison and the Union liaison representative.
  - c. If required, the position will be reviewed again by the Rating Committee. The appellant, the liaison, or the Union liaison can refer the matter back to the Rating Committee.
  - d. The decision of the Internal Appeals Committee (**Director of Employee Relations or his designate** and C.U.P.E. National Representative) will be final and not subject to the Grievance/Arbitration procedure contained in the Collective Agreement.
    - Notwithstanding appeals which may be still going through the Appeals process, the Bargaining Committee, as defined in Part II, may elect to begin their work. Such appeals matters may be dealt with by that Committee once the results of the Appeal are reported by the Internal Appeals Committee.

- e. Once all appeals are completed, any revised ratings shall be posted and all ratings shall be passed to the Pay Equity Bargaining Committee for implementation negotiations. No further appeals will be allowed.
15. This document shall be subject to ratification by all Parties. Once ratified, this document shall constitute the roles and responsibilities that are set out in a separate document to be known as Part II of the Pay Equity Plan and are subject to ratification by all Parties.
16. A separate Committee, hereinafter referred to as the "Pay Equity Bargaining Committee", shall be established. Its composition, roles and responsibilities are set out in a separate document to be known as Part II of the Pay Equity Plan and are subject to ratification by all Parties. The Pay Equity Bargaining Committee will negotiate a "Schedule of Implementation" which will form Part III of the Pay Equity Plan when it is ratified.
17. The Parties will develop a conversion formula to compare positions in C.U.P.E. Locals 973 and 1946, The Civilian Police Association, Senior Civilian Police Association, and N.U.M.E. for Pay Equity comparisons.

ORIGINAL:                   DECEMBER 21, 1989.

RENEWED:                 FEBRUARY 4, 2000

FOR THE UNION:

FOR THE CITY:

*Dave Bednak*

*Mark Liberman*

PAY EQUITY PLAN  
THE CORPORATION OF THE CITY OF GUELPH  
AND  
THE GUELPH PUBLIC LIBRARY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCALS **973** AND **1946**  
Part II  
Pay Equity Bargaining Committee

1. A joint Pay Equity/Internal Equity Bargaining Committee will be established and composed of representatives of C.U.P.E. Locals **973** and **1946** and representatives of the Employer. All union representatives shall be selected by the Union and all Employer representatives shall be selected by the Employer. For the purposes of the Pay Equity Plan, the Committee shall be composed on no more than four (**4**) representatives of each of the Parties, in addition to a National Representative of the Union and an advisor/consultant for the Employer. There shall be two representatives from each of the two local unions on the Committee.
2. The Union will select one Union representative who will liaise with the Employee Resources Department for scheduling details, i.e., times and locations.
3. (a) The Employer agrees to release the C.U.P.E. members on the Bargaining Committee without loss of pay or benefits during the employee's normal working hours at their regular straight time rate of pay for scheduled Committee meetings. Overtime shall not be paid.

- (b) This project requires that all Committee members commit the necessary time and be flexible in its scheduling. Once the Committee has been established, a series of mutually agreed upon time and dates shall be scheduled.
  
- 4. For Bargaining Committee meetings, there must be no less than three (3) representatives of each Party present for official meetings to take place.
  
- 5. Upon completion of the work of the Rating Committee under Part I of this Plan, and after ten (10) working days following the posting of the ratings, the Bargaining Committee will meet to negotiate in good faith and endeavour to reach agreement on the following matters, which shall form the balance of the Pay Equity Plan upon ratification of both Parties:
  - a. The value of all payments and benefits provided as to those job classes within the established referred to hereunder, which form the amount of “compensation” for that job class.
  - b. The appropriate “male job class” comparator for “female job class”.
  - c. The grade point ranges to be used.
  - d. An effective date for first adjustments, schedule of adjustments and targeted date for final adjustments for all “female job classes” requiring a Pay Equity adjustment.
  - e. Any other related matters deemed necessary by the Committee.
  
- 6. The Ratings Committee findings shall apply to all job classes. When a full Job Evaluation Plan is adopted, a Maintenance Committee shall be established composed of the members of the Ratings Committee.
  
- I. Should the Committee be unable to reach agreement on any part



or parts of those matters which are their responsibility, either Party may seek the assistance of a “Review Officer” where applicable; or, by joint consent, the Committee may use any other means they find mutually satisfactory for those items not covered by the Act.

8. Should the Committee be unable to find a “male job class” within C.U.P.E. 973 and 1946 for comparison to a “female job class” within the Locals, they may, in accordance with the Act, seek any “male job class(es)” from within the “establishment” to use for comparison. Should such “male job class(es)” not yet have been evaluated, or should the “gender-neutral comparison system” used to evaluate such class(es) differ from the system used for the C.U.P.E. Locals, the Committee shall have the Ratings Committee evaluate the class(es), using the “gender-neutral comparison system” contained in Part I of this Plan.
9. The Committee may elect to begin their work at any time, notwithstanding Appeals which may still be going through the Appeals Process in Section 13 of Part I of this Plan. Such appealed matter may be dealt with by this Committee once the results of the appeal are reported by the Internal Appeals Committee.
10. Upon completion of the Committee’s work, the Committee shall prepare the Schedule of Implementation (which shall form Part **III** of the Plan when it is ratified) and a written report (which shall be Schedule “A” of Part III), detailing the following information:
  - a. Which job classes have been included, which excluded, and why.
  - b. An explanation of the Establishment used for comparison purposes.
  - c. An explanation of how the value of the compensation was determined.

- d. An explanation of which permissible differences in compensation under Section 8 of the Act have been used, and why.
- e. Any other comments or explanation the Committee deems necessary to help the affected employees understand the Implementation Schedule and/or the Committee's consideration.

- 11. When completed, and ratified, Part III (with Schedule "A") shall be attached to Parts I and II of the Plan and posted in accordance with Section 14(4) of the Act.
- 12. In this Part of the Plan, items mentioned in quotations refer to those items as they are defined in Section 1(i) of the Act.
- 13. This document shall be subject to ratification by all Parties. Once ratified, this document shall constitute the roles and responsibilities of the Joint Pay Equity/Internal Equity Bargaining Committee.
- 14. The first Pay Equity adjustments shall begin January 1, 1990 and shall be made prior to the first Internal Equity Adjustment.

ORIGINAL                      DECEMBER 21, 1989.  
 RENEWED:                    FEBRUARY 4, 2000

FOR THE UNION:

*Steve Rednak*  
*Mark Cherkawan.*

FOR THE CITY:

*[Signature]*

## APPENDIX "C"

PAY EQUITY PLAN AND  
JOB EVALUATION MAINTENANCE PLAN

## PREAMBLE AND PURPOSE:

This Pay Equity and Job Evaluation Maintenance Plan has been mutually agreed between the parties in order to provide an ongoing maintenance mechanism for the Pay Equity and Job Evaluation system that has been developed by the parties. This Plan is based solely on the Pay Equity Plan and Gender Neutral Job Evaluation Manual that was mutually agreed between the parties on December 21, 1989.

This Maintenance Plan includes the "Gender Neutral Job Evaluation Manual" and is supplemental to and forms part of the current Collective Agreement between the City of Guelph and CUPE Local 973 and the current Collective Agreement between the Guelph Public Library and CUPE Local 1946 as Schedule "C".

## ARTICLE I - THE JOINT JOB EVALUATION COMMITTEE:

The Joint Job Evaluation Committee (J.J.E.C.) shall be comprised of four (4) representatives of C.U.P.E., two (2) from Local 973 and two (2) from Local 1946 and four (4) representatives of the Employer, two (2) from the City and two (2) from the Public Library.

A quorum for the J.J.E.C. meetings shall be six (6) members, with a minimum of three (3) member each from C.U.P.E. and the Employer. The Union and the Employer members of the Committee shall each appoint a Co-chairperson. The position of Chairperson of the J.J.E.C. shall alternate with each meeting between C.U.P.E. and the Employer. The position of Secretary of the J.J.E.C. Shall alternate each meeting between C.U.P.E. and the Employer. For example, when C.U.P.E. is chairing the Committee, the

Employer shall assign the secretary and visa versa. Accurate minutes of the J.J.E.C. meetings must be kept at all times. The minutes of meetings shall be reviewed by both Co-chairpersons for accuracy and distribution is restricted to members of the Committee and representatives of the parties.

The decision of the J.J.E.C. shall be by consensus. Any **two (2)** members of the Committee can declare that consensus has not been reached. If consensus cannot be reached by the J.J.E.C., refer to “Settlement of Disagreements”. All decisions made by the J.J.E.C. are final and binding.

The J.J.E.C. shall provide rationale for their decisions. It shall be the responsibility of the Chairperson to communicate the decisions of the J.J.E.C. to the incumbent(s), the supervisor and the Director of Personnel using the Job Evaluation Review Decision Form (Form C).

Maintaining the Job Evaluation Program:

1.1 Either the incumbent(s) or the supervisor may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (Form B), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) days of the receipt of the Advice of Rating (Form A). Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and make a decision which shall be considered and binding upon the parties and all of the employees affected. The J.J.E.C. shall inform the incumbent(s), the Supervisor and the **Director of Employee Resources** or his designate of its decision.

1.2 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. The Initial review shall commence following the finalization of all reconsideration and problems that may arise with the implementation of this job evaluation program. Thereafter, it is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all positions every Four **(4)** years.

1.3 Whenever the Employer changes the qualifications, duties and responsibilities of a job, or whenever the incumbent(s) or Union feel that the qualifications, duties and responsibilities of a job have changed, the following will be followed:

1. The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Form B).
2. Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up to date information on the job. The gathering of information will involve the interviewing of the supervisor and visits to the job site. Based on this information, the J.J.E.C. shall update the job description, as necessary.
3. Where the job description has been changed, the Committee shall meet to rate each sub-factor of the job, and **to** establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Form C). The rating of the job shall be to determine the pay grade for the job.
  - a. If the job is rated at a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the date of the Job Evaluation Reconsideration Form was submitted, or the date the new qualification, duties or responsibilities were added resulting in the upgrading, whichever occurred first. The incumbent(s) shall retain the same place on any increment grid. All economic adjustments negotiated from time to time shall be calculated on

the higher of the revised or previously existing job rate.

- 1.4 Whenever the Employer wishes to establish a new job, the following procedures shall apply:
1. The Employer shall prepare a job description for the job.
  - b. The job shall be posted and any person appointed on the job shall be paid the job grade established by the Employer.
  2. After six (6) months from the appointment of the incumbent(s) on the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire (**Form D**), which shall be submitted, along with a current job description, to the J.J.E.C. The Committee shall rate the job according to the procedures set out in the Rating Manual. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job.
- 1.5
- a. Employees who are currently being paid above the job rate (Level **5**) shall continue to be “grandparented”, which means that the employee shall continue to receive any economic salary increase negotiated by the parties and such increases shall be calculated on their “grandparented” salary rate.
  2. When a position is evaluated by the J.J.E.C. at a lower job grade, the position shall be placed in that job grade.

3. If the incumbent is at Level 4 or Level 5 (the job rate) of the higher job grade, the employee shall be “grandparented” at that rate of pay. The employee shall remain at the “grandparented” rate in the higher job grade until the job rate of the lower job grade catches up to and exceeds the grandparented rate, as set out in 1.5(a).
4. If the incumbent is at Levels 1 to 3 of the higher job grade, the employee shall be placed in the lower job grade as evaluated by the J.J.E.C. and paid at the next higher salary level that gives the employee an increase in salary. If this next higher salary level is not the job rate, the employee will continue to progress through the levels of the salary grid in the lower job grade in accordance with the time periods set out on the Salary Grid until they reach the job rate in the lower job grade. The employee shall continue to receive any economic salary increases as set out in 1.5(a).
5. Any pay owing to the employee whose job has been rated at a lower job grade will be retroactive to the date the new qualifications, duties or responsibilities were rated by the J.J.E.C., resulting in the downgrading.
6. The “grandparented” salary rate will continue to be paid to the incumbent so long as the incumbent occupies his/her current position. Once the incumbent vacates this position, the salary rate for the vacancy will be in accordance with the J.J.E.C. rating for the position.

## ARTICLE 2 • SETTLEMENT OF DISAGREEMENTS:

2.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, the Co-chairpersons of the Committee shall request, within (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 2.1, the Committee remains unable to agree upon the matter(s) in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact within fifteen (15) working days.

2.2 If the issue in dispute is a pay equity issue, then the parties shall notify the Pay Equity Commission to have a review officer appointed. If the issue in dispute is other than pay equity, then either party may, by written notice to the other party, refer the matter(s) in dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree on the arbitrator, either party may request the Minister of Labour to appoint an arbitrator

2.3 The arbitrator shall decide the matter(s) upon which the J.J.E.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.C., the Employer, the Union and all of the affected employees. The arbitrator shall be bound by these Terms of Reference and the Pay Equity and Job Evaluation Plan and he/she shall not have any power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be strictly limited to the matter(s) in dispute as submitted by the parties.



- 2.4 The Union and the Employer shall be the sole parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter(s) in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other persons to present evidence, as deemed necessary by the arbitrator.
- 2.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 2.6 The time limits contained in this Article may be extended by mutual agreement of the parties in writing.

**ARTICLE 3 - APPLYING THE RATING TO THE SALARY RANGES:**

- 3.1 The total point allocation shall be used to determine the salary range for the position based upon the following table:

<b>Job Grade</b>	<b>Job Evaluation Point Bank</b>
1	140-164
2	165-189
3	190-214
4	215-239
5	240-264
6	265-289
7	290-314
8	315-339
9	340-364
10	365-389
11	390-414

**ORIGINAL:** MAY 7, 1993.  
**RENEWED:** FEBRUARY 4, 2000

**FOR THE UNION:**

**FOR THE CITY:**

*Dave Rednak*

*Mark Leberbauer*

*[Signature]*

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF GUELPH  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973

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

The City will extend retiree benefits in accordance with Article 29:02 to full time employees, who are age 50-55 and who retire early under the terms and conditions of the OMERS "80 factor" retirement window,

Signed at Guelph, Ontario this 4<sup>th</sup> day of February, 2000,

FOR THE CITY OF GUELPH

FOR C.U.P.E. LOCAL 973



## LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

1.

The City agrees that with the conversion to the new payroll computer system, the City will ensure that the employee T-5 slips are provided to employees as soon as possible in February of the year.

2.

**Pay Stubs Show Lieu Days**

The City will investigate having the new payroll computer system provide each employee with a record on each pay stub of any lieu days accumulated to date.

3.

**ernity/Parental Leave**

In order to address an issue raised by the City in the 1999-2000 negotiations, the Union agrees to meet with the City to discuss the need to amend the collective agreement period of temporary employees who would be required to fill pregnancy, parental or adoption leaves. In the event that the Federal Government implements any amendments to the Employment Standards Act that will extend the current maximum thirty five (35) weeks total pregnancy/parental leave to a longer period.

Signed at Guelph, Ontario this 4<sup>th</sup> day of February, 2000.

FOR THE CITY OF GUELPH      FOR CU.P.E. LOCAL 973

*Dave Resnick*

*Mark Chubb*

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF GUELPH  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973

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

Rehabilitation, Modified Duties and Work Accommodation:

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

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

Return to Work and Job Security:

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

Should an employee be capable of performing the essential duties of his former position, the City shall return the employee to his/her former

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

#### Modified Duties:

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

#### Objectives of the Program:

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

#### Modified Duties & Work Accommodation Program

1. Any employee who has sustained an occupational or non-occupational illness or injury that prevents him/her from performing the essential duties of his/her regular job shall be eligible to participate in this program.
2. The City, in consultation with the Union, shall jointly determine the design of modified work or duties based on medical information for the employee who is off work due to illness or injury.

3. Upon receipt of a release of information signed by the employee, the **Employee Resources Department** shall provide to the Union representative designated to assist the employee, medical documentation relevant to the employee's medical restrictions and that is required to determine appropriate modified duties.
4. The City and the Union shall determine the wage rate, if not the employee's former wage rate.
5. Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.
6. The modified work assignment must be productive and meaningful to both the City and the employee. The modified work assignment must suit the medical restrictions, education, training and experience of the employee. Medical restrictions will be determined by the employee's attending physician and provided to the City in writing.

ORIGINAL :           DECEMBER 5, 1997.  
RENEWED:           **FEBRUARY 4, 2000**

FOR THE UNION:

*Steve Behrsk*

*Mark Liberman*

FOR THE CITY:

*[Signature]*

LETTER OF UNDERSTANDING  
 BETWEEN  
 THE CORPORATION OF THE CITY OF GUELPH  
 AND  
 THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973

It is agreed by Local #973, C.U.P.E. and The Corporation that the performance appraisal system will be continued using the following criteria:

PERFORMANCE APPRAISAL SYSTEM

- A. A standardization of the form for all employees.
- B. i) Employee allowed three (3) working days to sign appraisal.  
 ii) Employee's signature indicates only that the employee has received the appraisal and not that the employee endorses any or all of the content.
- C. Employee shall be given a copy of the appraisal.
- D. A section shall be made available for employee to add comments regarding the supervisor's evaluation.
- E. The appraisals will not be used for disciplinary purposes.
- F. Appraisals shall be performed on the employee's anniversary date.

**RENEWED: FEBRUARY 4, 2000**

FOR THE UNION:

FOR THE CITY:

*Dave Bohak*

*Mark Liberman*



Original March 31, 1998

**Renewed: February 4, 2000**

Mr. Dave Peshnak  
Vice-president  
C.U.P.E. Local 973

Dear Dave,

This letter will confirm that the City will continue to provide free parking for members of C.U.P.E. Local 973 in the Fountain Street parking lot for the life of this agreement. This decision shall not form part of the collective agreement.

Yours truly,

John Kentner  
Director of Personnel

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