

**COLLECTIVE AGREEMENT**

*between*

**THE CORPORATION OF THE CITY OF  
GUELPH**

*and*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 241**



***CUPE* 241**  
*Guelph Municipal Workers*

**February 1, 2009 to January 31, 2012**

**07025 (10)**

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**APPRENTICESHIPS**  
**TEN (10HR) HOUR SHIFT SCHEDULE**  
**TRANSIT PASS**  
**CLOTHING REPLACEMENT PROTOCOL**  
**FLEET MAINTENANCE 12 A.M. TO 8 A.M. SHIFT**  
**WINTER SIDEWALKS – TEMPORARY EMPLOYEES**  
**GRANDFATHERED OPERATORS**  
**OVERTIME WASTE RESOURCE INNOVATION CENT.**



## ARTICLE 1:00 - PURPOSE

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

## ARTICLE 2:00 - SCOPE

2:01 (a) The City recognizes the union as the sole and exclusive bargaining agent for all its employees in the Environmental Services Department, the Operations Department and the Community Services Department (including the River Run Centre), save and except employees included in CUPE Local 973, Amalgamated Transit Union Local 1189, the Guelph Professional Firefighters' Association, **Ontario Public Service Employees Union Local 231**, and exclusions thereto, supervisors, those above the rank of supervisor, and persons regularly employed for no more than twenty-four (24) hours per week.

(b) When a new position is created or where a vacancy of a temporary or permanent nature occurs inside the bargaining unit, the Employer



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

2:02 No employee shall be required or permitted to make any verbal or written agreement with the Employer or its representatives which may conflict with the terms of this collective Agreement.

2:03 The City recognizes that supervisory personnel will not perform any work normally performed by employees in the bargaining unit unless there is an emergency for which no bargaining unit employees are available, or for the purpose of instructing personnel, except as mutually agreed in writing.

2.04 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(s) regarding the benefits and duties of Union membership.

2:05 No Union Business on Working Hours:

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

**ARTICLE 3:00 - CITY'S AND EMPLOYEES' RESPONSIBILITIES**

3:01 It is recognized that the City is responsible for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared, at all hours of the day and night to assist in providing the many services, subject to the terms of this Agreement.

3:02 Where the City wishes to use volunteers in any work covered by the collective agreement, their use and placement shall not displace any bargaining unit employee.

**3:03 It is the obligation of the employee to keep the employer informed of their current address and phone number at all times.**

## ARTICLE 4:00 - MANAGEMENT'S RIGHTS

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

4:01 (a) Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable regulations to be observed by it's employees, providing that such regulations are not contrary to the terms of this agreement.

(b) Direct the working forces, including the right to hire, discipline, suspend and discharge for just cause, subject to the right of an employee who has been disciplined, suspended or discharged to file a grievance in accordance with the grievance procedure; to transfer, promote, demote, classify, lay-off and recall.

(c) Plan, direct and control the operations of the City and to introduce new methods, facilities and equipment, to determine the number of employees to be employed, the work schedules and the locations of all facilities and equipment.

4:02 The City shall at all times exercise it's rights in a fair and reasonable manner consistent with the general purpose and intent of this agreement and subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

## ARTICLE 5:00 - NO DISCRIMINATION OR WORKPLACE HARASSMENT

5:01 (a) The City agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of their membership in the Union. The City further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap or political or religious affiliations.

(b) Cases of alleged harassment because of any of the above grounds, or position or personal harassment, will be considered as discrimination and shall be eligible to be processed as grievances under the grievance procedure.

(c) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, self-esteem, job performance or workplace relationships or endangers an employee's employment status or employment potential. Sexual harassment may include, but shall not be limited to:

- unwanted touching
- suggestive remarks, gestures or staring

- verbal abuse
- compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed toward members of one gender or one sexual preference group. Normal mutually acceptable workplace banter may not necessarily be construed as sexual harassment.

(d) Personal harassment is defined as any unwarranted behaviour by any person in the workplace that is directed at an employee and:

- is offensive or threatening to the employee
- endangers the employee
- undermines the performance of the employee's job or,
- threatens the economic livelihood or economic potential of the employee

(e) Where the alleged harasser is the person who would deal with the first or any step of a grievance, the grievance shall automatically proceed to the next step.

**(f) It is mutually agreed that any employee who may be either a party to or the subject of a harassment complaint, that is raised under the terms of this collective agreement or the City's Workplace Harassment and Discrimination Policy, has the right to Union**

**representation at all stages of the harassment investigation process.**

**The union will be notified of all complaints, at the time they are received by the City, relating to members of the bargaining unit.**

**Nothing in the City's Workplace Harassment and Discrimination Policy shall alter any right or remedy, available under the collective agreement or under law. Any disciplinary action that may be imposed as a result of an investigation conducted under this procedure will be processed in accordance with the applicable sections of the collective agreement.**

5:02           The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the City by its members or representatives and further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap, political or religious affiliations.

5:03           If an employee feels compelled to bring forward an allegation of wrong doing in the City they, shall provide information through the Union on the allegations for investigation. The City shall

investigate the matter and respond to the Union and the employee in a reasonable period of time. No employee or Union representative shall be disciplined in any matter, intimidated or coerced for publicizing any alleged wrong doing within the City provided such alleged wrong doing has been brought forward by the Union and the City has been provided reasonable opportunity to address any alleged wrong doing.

## **ARTICLE 6:00 - CORRESPONDENCE**

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

## **ARTICLE 7:00 - MAINTENANCE OF MEMBERSHIP AND CHECK-OFF**

7:01 It is agreed that all employees, who are eligible to be in the bargaining unit, shall be required to pay an amount equal to the current weekly union dues, whether a member or not, so long as the Union is the recognized bargaining agent. It is further agreed that the City will deduct from the wages of each employee a sum equal to the current weekly dues and remit money so deducted to the Secretary-Treasurer of the Union

not later than the 15th of the month following, accompanied by two lists of names showing from whom deductions were made.

7:02 It is further agreed that the City will notify the Union Secretary when new employees are hired, whether these new employees are hired on probationary or temporary basis.

7:03 The City will include the amount of union dues deducted from employees on the T-4 slips. The City will ensure that the employee T-4 slips are provided to employees as soon as possible in February of the year.

## **ARTICLE 8:00 - NEGOTIATING COMMITTEE**

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

(b) Employees will not have to report for regular duties prior to any scheduled negotiations, conciliation or arbitration meeting or hearing that occurs within three (3) hours or less following the normally scheduled starting time of their shift. Employees who may be scheduled for an afternoon shift shall not have to report for regular duties on that shift when negotiations, conciliation or arbitration meetings or hearings are scheduled during day shift hours.



## **ARTICLE 9:00 - GRIEVANCE COMMITTEE**

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

## **ARTICLE 10:00 - ASSISTANCE OF THE UNION**

10:01           The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the City.

## **ARTICLE 11:00 - COMMITTEES AND STEWARDS**

11:01           The Union acknowledges that Stewards, members of committees and Union Officers have regular duties to perform on behalf of the City. For the purpose of dealing with grievances of employees or other Union business, such persons shall not absent themselves from their work without first obtaining permission from their Supervisor. In accordance with this understanding the City shall not make any deductions from such employees for time so spent.

11:02 The Corporation shall not be liable for the pay of any member of the Union Executive or other employee represented by the Union when such employees are involved in the preparation for or attendance at Arbitration hearings.

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

## **ARTICLE 12:00 GRIEVANCE PROCEDURE**

### 12:01 GRIEVANCE PROCEDURE

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

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

The employee is encouraged to first discuss the issue with their immediate supervisor.

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

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 **either advises the parties that he/she has lodged a formal complaint or** lodges a formal complaint under the Human Rights Code, **any grievance that has been initiated on his/her behalf** shall no longer apply and action commenced under the grievance procedure shall cease forthwith.

#### Step 1

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

The supervisor shall, within two (2) working days, convene a meeting with the grievor, accompanied by their steward and/or an additional department manager to discuss the grievance. Failing settlement at this step, within two (2) working days of the meeting, then Step 2 may be invoked.

## Optional Meeting

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

## Step 2

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

**(a)** The City shall give its decision within five (5) working days of the meeting. Failing settlement at this stage, within five (5) working days the Union

may, but only within a period of fifteen (15) working days from the date of the receipt of the reply of the City Grievance Committee, invoke the Arbitration provision of this agreement.

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

## **12:02      Coaching Letter**

**A coaching letter is used by the City to identify concerns with the employee's performance and identifies the expectations required for improvement. The parties agree that coaching letters are non disciplinary. The City agrees that coaching letters do not form part of progressive discipline and will not be used in arbitration. The Union agrees that coaching letters shall not form the basis of a grievance and that union representation is not required in coaching sessions between the employee and the supervisor.**

## **12:03              Discipline, Suspension, Discharge**

(a) An employee shall be accompanied by a Union representative at meetings where any disciplinary matters are discussed.

(b) At any investigation meeting(s) or disciplinary

meeting(s) involving verbal or written warnings the City shall ensure that the employee is accompanied by a Union Steward.

(c) The Employer shall notify an employee, in writing, of any expression of dissatisfaction concerning their work performance within ten (10) working days of the event resulting in the complaint or within ten (10) days from the date of receipt of a written complaint or e-mail from a member of the Public, with a copy to the Union. This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record.

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

(e) When a permanent employee has been suspended or discharged, they shall have the right to meet with a member of the Executive of the Local Union for up to thirty (30) minutes during normal working hours, following the disciplinary meeting.

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

(g) Notice of the suspension or discharge shall be sent to the employee's last known address. Copies of this correspondence shall be forwarded to the Secretary of the Union and the Canadian Union of Public Employees, 1120 Victoria St. N., Suite 204, Kitchener, Ontario, N2B 3T2.

#### **12:04**            Extension to Time Limits

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

#### **12:05**            Policy Grievance

A policy grievance arising between the Union and the Employer over the interpretation, application or alleged violation of the Collective Agreement shall be commenced at Step 2 within fifteen (15) working days of the alleged violation of the collective agreement.

#### **12:06**            Grievance Mediation

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

of any such grievance mediator shall be shared equally by the parties.

**12:07**            Employee's Record

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

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

**ARTICLE 13:00 ARBITRATION**

**13:01**            It is agreed by the parties hereto that any differences of opinion relating to the interpretation, application or administration of the Agreement which cannot be settled after exhausting



Grievance Procedure shall be settled by Arbitration as defined in Section 48, of the Labour Relations Act.

13:02 Powers of Arbitrator:

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

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

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

## **ARTICLE 14:00 MANAGEMENT GRIEVANCES**

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

## **ARTICLE 15:00 NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 16:00 SENIORITY**

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

(b) Continuous Service:

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

16:02 Seniority Applied to Promotions and Transfers:

Promotions and transfers to jobs with lower, equal

or higher rates of pay shall be within the bargaining unit and will be based on the skill, experience, qualifications and the ability to perform work in accordance with Article 17:04.

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

16:03            Seniority Applied to Lay-offs and Recalls:

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

(b) Lay-off of employees shall be made on the basis of the seniority list (unit wide), provided that the employees who are entitled to remain on the basis of seniority are willing and qualified to do the work, which is available. When recalling employees who have been laid off, the recall will also be made on the basis of seniority and qualifications.

16:04            Bumping Procedure and Temporary Lay-off:

All employees shall receive written notification prior to being laid off. The Union representative and each employee shall be given sufficient time during working hours to discuss the options available to the employee under this article prior to

the expiry of the three (3) working days, as set out in items 1 or 2 below.

## PERMANENT LAYOFF

1. A permanent lay-off is defined as a lay-off designed to permanently reduce the work force or a lay-off that exceeds or is intended to exceed four (4) months duration. An employee being laid off wishing to bump, must notify the Director of Human Resources or their designate, within three (3) working days after receiving the lay-off notification of their intentions in writing, noting the position, person and department they wish to bump.

An employee being laid off may bump any employee below them in seniority provided that the employee bumping has the skill and qualification and shows to the satisfaction of the Supervisor that they can do the work, which is available. For an employee bumping into a higher classification (bumping up) experience in the work which is available, must have been gained within the bargaining unit as a result of previously working permanently in the position or as a result of successfully obtaining a job posting ( including temporary/seasonal postings). An employee who has filled in on a temporary basis shall not be considered experienced in the said work.

## TEMPORARY LAYOFF

2. A temporary lay-off is defined as a lay-off that does not exceed four (4) months. For temporary lay-offs of four (4) months or less, the employee must notify the Director of Human Resources or their designate, within three (3) working days after receiving the lay-off notification of their intention to bump, in writing, noting the position, person and department they wish to bump.

An employee being laid off may bump any employee below them in seniority of the same or lower classification provided the employee bumping is willing and capable and shows to the satisfaction of the Supervisor within five (5) working days that they can do the work which is available.

- (a) An employee who is exercising their bumping rights or who is being bumped, at the time of notice of lay-off and occupies a dual posting position, shall be considered to occupy a higher rated classification for bumping purposes, regardless of whether they were actually performing work in that classification at the time of lay-off.

- (b) An interview will be arranged between the employee exercising their seniority rights, the Department Head or their designate, the Director of Human Resources or their designate and the Union, acting as an advisor to the rights of the said employee involved, as soon as possible.
- (c) If the employee is granted the bump, they will be on trial for thirty (30) days worked. Immediately on assuming the new position, the employee has up to five (5) days to determine if the position is suitable to them. If the employee decides the position is not suitable, they have the right to exercise their seniority rights one more time. If the second opportunity is unacceptable to the employee, they must assume the lay-off and are not eligible to bump again.
- (d) If the employee is not granted the position through the bump, they then have the right to continue the bumping procedure.
- (e) If, for whatever reason, the employee does not work out satisfactorily in the thirty (30) day trial period, then they must assume the lay-off and are not eligible to bump again.
- (f) New employees shall not be hired until those laid off have been given an opportunity of recall.
- (g) An employee who chooses not to accept

available work as set out in the job posting will lose their right to employee benefit continuation and their right to recall.

16:05            Loss of Seniority:

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

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

16:06            Seniority List:

A Seniority List will be established by occupational classification for all employees covered by this

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

16:07 Length of Service:

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

16:08 Probation Period:

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



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

16:09          Permanent Full-time Employees:

Permanent full-time employees are those:

- (a) who have satisfactorily completed their probationary period, or
- (b) who have completed more than six (6) months of continuous service as a temporary full-time employee, or up to fifty-two (52) weeks in instances where they are replacing an employee on pregnancy, parental or adoption leave as set out in Article 19:01 (a).

**Extensions to the time limits for temporary employees must be mutually agreed upon in writing by the parties prior to the end of the temporary period.**

- (c) who are regularly employed more than twenty-four (24) hours per week.
- (d) where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the City and the Union. The

affected employees and a member of the Union executive shall be present at that random draw.

## **ARTICLE 17:00 JOB POSTING**

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

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

17:02 New Jobs, Vacancies and Temporary Vacancies:

- a. In the event new jobs are created or vacancies occur in jobs, the new jobs or vacancies shall be posted prior to an employee being selected and trained for the job. However, it is recognized that the City must assign personnel to these vacancies

on a temporary basis. This temporary period is not to exceed thirty (30) working days, unless extended by mutual agreement. The new jobs or vacancies shall be posted no later than fifteen (15) working days after the start of the employee being placed in the temporary vacancy, unless extended by mutual agreement.

b. Posting of Temporary Positions or Vacancies:

In the event that temporary positions are created or temporary vacancies occur, where the period will exceed thirty (30) working days, such position will be posted within the department. Selection shall be in accordance with article 17:04 (d).

This shall be considered a temporary transfer within the bargaining unit. At the end of the temporary placement, the employee will be reinstated to their previous position. Only the initial vacancy will be posted. Any subsequent vacancy created by the transfer will not be posted.

17:03 Outside Advertising:

No outside advertisement or interviews for any vacancy within the bargaining unit shall be placed until the applications of permanent employees available from within the bargaining unit have been fully processed. If no application from within the bargaining unit is accepted, the City may secure applications from outside or other sources. Part-time or temporary employees who have filled out a permanent application form shall

be given an opportunity to apply and the City may interview all qualified applicants in conjunction with the qualified applicants who apply to the advertised position from outside sources.

17:04 Interview Process:

(a) In the event that one (1) or more employees applies for a job posting, suitable permanent full-time employees shall receive an interview. For the purposes of this article, suitable is defined as the skill, ability, experience and qualifications, as set out in the job posting. The three (3) most senior suitable applicants may be interviewed. If none of the three (3) most senior applicants are selected for the position, the remainder of the suitable applicants shall be interviewed in increments of three (3) until the job is filled or all suitable internal applicants have been interviewed.

(b) Where there are no suitable applicants for a job posting **requiring higher qualifications or certification** from within the bargaining unit, but where the City makes the decision to consider applicants who *have some suitability* from within the bargaining unit, **the employer may give consideration to an employee who does not possess the required qualifications, but is preparing for the qualifications prior to the vacancy.** The City shall interview up to (3) of the most senior applicants.

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

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

(e) Upon request, all unsuccessful applicants shall get a written reply setting out the reasons why the applicant was not selected for the position. If the applicant requires more information than is set out in the written reply they may request and receive an interview with one of the above persons who conducted the interview with the employee.

17:05

Trial Period:

A successful applicant from within the bargaining unit shall be subject to a trial period of up to forty-five (45) days worked. If the City finds the employee unsatisfactory in the position during the trial period, they will be returned to their former position and wage rate without loss of seniority. In the event the successful applicant(s) wishes to return to their former position within a period of up to twenty (20) days, they shall be returned to that position and wage rate without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former

position and wage rate without loss of seniority. It is understood that the City reserves the right to reduce the required trial period.

**17:06** An employee will not qualify to apply for a permanent job posting, within a 12 month period following their start date in a new position. This article also applies to employees who voluntarily return to a former position, as provided in article 17:05 and to new employees.

**17:07** Courtesy Postings:

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

**17:08** Job Posting

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

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

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

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

(d) If the employee on medical leave did return to their pre-leave position, the employee in the position would exercise their rights to bump under Article 16:04.

## **ARTICLE 18:00 TRANSFERS**

### **18:01 Transfers to Supervisory Positions:**

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

(b) No employee shall be transferred or promoted to any permanent position outside the bargaining unit against the wishes of the employee. No

employee shall be transferred or promoted on a temporary basis to any position outside of the bargaining unit without the agreement of the Union.

18:02            Permanent Transfers:

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

18:03            Temporary Transfers between Locals:

Temporary transfers between C.U.P.E. Local 241 and C.U.P.E. Local 973 or vice versa shall be for a



period not to exceed six (6) months. An employee so transferred shall not lose any seniority or benefits and shall continue to accumulate seniority and receive the benefits of the collective agreement of the Local from which they were transferred. An employee being transferred understands that they will conform to the Local's hours of work, classification and pay to which they have been transferred.

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

## **ARTICLE 19:00 TEMPORARY EMPLOYEES**

- 19:01   (a) A temporary full-time employee is one who has been hired by the City to work the regular number of hours (40) per week in the department for a specified time period of six (6) months or less:
- i       to perform work that is strictly seasonal in nature
  - ii      or of a non-recurring, short duration;
  - iii     or to replace employees who are absent due to illness, injury or leaves of absence under this agreement;
  - iv     or for a period of up to fifty-two (52)

weeks to replace an employee on pregnancy, parental or adoption leave.

(b) Temporary employees on the City's payroll shall pay union dues in accordance with Article 7:01 from their date of hire.

(c) Any temporary employee retained for more than six (6) months, or up to fifty-two (52) weeks in the case of a pregnancy, parental or adoption leave replacement, shall become a full-time employee, unless an extension to the term of employment has been agreed to subject to 19:01 (d).

The time they have worked as a temporary employee, will be counted for seniority purposes and other terms of this agreement, where applicable will become effective from the date they commenced work.

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

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

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

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

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

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

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

## 19:02 Benefits for Temporary Employees:

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

(a) Paid holidays, other than those covered by

- Employment Standards Act;
- (b) Sick Leave;
  - (c) Group Life Insurance;
  - (d) Discharge;
  - (e) Extended Health Care;
  - (f) Dental;
  - (g) Semi-private coverage;
  - (h) Bereavement Leave;
  - (i) Jury Duty.

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

## **ARTICLE 20:00 LEAVES OF ABSENCE**

### 20:01 Union Leave:

- (a) For Union Leave of less than five (5) days in duration ten (10) working days written notice is required, except in cases of emergency. For Union Leave of five (5) or more days, written notice of twenty (20) working days is required. The Corporation shall invoice union leave on a monthly basis by the third (3<sup>rd</sup>) week of the current month for all union leaves in the prior month.
- (b) Union leave without pay or loss of seniority or service credits will be granted for employees or

Union officials to attend Union affairs up to a total of eighty (80) working days per year. The employer shall continue to pay all benefits and credits to such employees and the Union shall reimburse the employer for the employee's wages only. The Corporation is hereby freed of all responsibility to the employee in the application of this Clause. It is understood that this Clause is in the Agreement for the convenience only of the employees of the Union and is conditional upon the employee or an Officer of the Union signing a waiver agreeing to those provisions before leaving on such leave.

- (c) Upon thirty (30) calendar days advance notice to the Department Head and the Director of Human Resources or their designate, one (1) employee per calendar year shall be granted a leave of absence without pay and without loss of seniority or benefits for up to one (1) year if elected or appointed to office or a staff position with The Canadian Union of Public Employees. During such leaves of absence, wages and benefits shall be kept whole by the City and the Union agrees to reimburse the City for such wages and the City's contribution to said benefits.
- (d) The Corporation agrees to provide the Union with ten (10) days of paid Union Leave each calendar year for the purpose of CUPE Local 241 sponsored Health and Safety Training for

bargaining unit members. The request for training will be presented to the **Corporate Safety Compliance Coordinator** to ensure the training request is not being offered in-house within the next 6 months.

20:02            Bereavement Leave:

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

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

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

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

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

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

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

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

Spouse's grandparent.

(e)            Additional leave of absence up to a maximum of one (1) day over and above the time

permitted of one (1) day in clause (b) shall be granted at the discretion of the Director of the Department or their designate and shall be based on the required travelling time to the funeral.

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

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

#### 20:03 Leave for Personal Reasons:

A leave of absence of up to six (6) months for personal reasons, without pay **or benefits**, will be granted to an employee, provided such leaves are for good and sufficient reasons and can be granted consistent with the requirements of the Corporation. **A leave request must be approved by the Department Manager, in consultation with Human Resources.**

**Seniority is retained up to the commencement of the leave but no seniority is accumulated for the duration of the leave period. Seniority**

**accumulation commences on the return to work.**

If in cases of emergency the request is made on a weekend, a holiday or at night, then permission shall be confirmed no later than the first working day following the request.

Employees must use their unscheduled vacation entitlement and all eligible lieu time before an unpaid leave can commence. If scheduled vacation is in the requested leave period it would need to be used.

**Requests for personal leaves in excess of six (6) months will be considered providing the request is approved by the Department Manager in consultation with Human Resources and the Union.**

20:04          Jury Duty:

An employee who is obligated to serve as a juror or court witness or a witness at an inquest, shall be paid the employee's regular rate of pay for the time served during the regular working hours, upon transferring to the City the payment the employee received, exclusive of payment for travel, meals or other expenses. Upon completion of the employee's jury duty or witness service, they shall present to their Department Head, a document



from the court showing the period of such service. Employees who work afternoon or evening shifts shall not be required to report to their shift after serving as a juror or court witness or a witness at an inquest.

20:05 (a) Pregnancy Leave:

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

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

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

The employee shall continue to accumulate seniority and service benefits during said pregnancy leave. The employer shall pay the

premium for all applicable benefits (does not include O.M.E.R.S.) for the seventeen (17) week pregnancy leave. The employer contribution to OMERS will be continued unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions.

Where the Collective Agreement is silent, the current *Employment Standards Act* applies.

(b) Parental Leave/Adoption Leave:

An employee will be granted unpaid parental leave for a period up to and including thirty-five (35) weeks, upon request and verification of:

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

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

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

Parental Leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The employee must provide the employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the thirty-five (35) week parental leave. The Employer contribution to OMERS will be continued unless the employee gives written notice that the employee does not intend to pay the employee's contributions.

An employee who is prevented from returning to work by reason of personal illness at the end of the thirty-five (35) week parental leave of absence shall then be considered to be on leave of absence due to illness. Said illness must be justified through presentation to the City of a medical certificate stating reason for illness and expected return to work date. Where the Collective Agreement is silent, the *Employment Standards Act* applies.

- (c) The position left vacant by the employee on pregnancy/ parental/ adoption leave may be filled by:
- (i) the use of temporary employees;
  - (ii) dividing the work among the

other members of the staff, with the agreement of the Union.

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

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

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

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

20:07        **Employer's Supplemental Unemployment Benefit Plan (SUB Plan):**

**The following will be applicable to Maternity/Parental/Adoption leaves commencing on or after January 1, 2010.**

- (a)        **A full time employee who applies for and qualifies under article 20:05, shall be approved for the Employer's**

**Supplemental Unemployment Benefit Plan (SUB Plan) for one period of fifteen (15) weeks for either Pregnancy or Parental or Adoption leave for a female employee or for one period of fifteen (15) weeks for either Parental or Adoption leave for a male employee.**

- (b) The SUB Plan will pay seventy five percent (75 %) of the employee's base wage, less the amount paid by Employment Insurance (EI) for up to fifteen (15) weeks providing:**
- The employee has completed twelve (12) months of continuous service on the date the leave is to commence.**
  - The employee qualifies for EI Maternity/Parental/Adoption benefits and continues to receive EI benefits for the fifteen (15) week SUB Plan period.**
  - The SUB payment to the employee will commence on the pay period after the employee provides to the City a copy of their E.I. payment advice slip.**
  - The SUB plan does not cover the EI unpaid two week waiting period.**
  - The SUB payment is subject to all**

**applicable payroll deductions.**

- (c) An employee, who was in receipt of a SUB plan payment and fails to return from leave or who resigns from the employment of the City within twelve (12) months from the date of their return from the leave, will be obligated to repay to the City all monies paid under the SUB plan. In the event that the employee can not return to work due to illness, the employee shall not be considered to have failed to return from the leave in keeping with the intent of article 20:05 b).**

## **ARTICLE 21:00 ANNUAL VACATION**

- 21:01 Employees with less than one (1) year of continuous service as of June 30th will receive five-sixth (5/6) day vacation for each month of such continuous service to a maximum of ten (10) days, with 4% of gross earnings in accordance with the Employment Standards Act.
- 21:02 Employees on the active payroll with one (1) year of continuous service, as of June 30th shall be entitled to two (2) weeks vacation at regular hourly rate of pay, or 4% of gross pay, whichever is larger.

21:03 Employees on the active payroll with three (3) years continuous service, as of June 30th shall be entitled to three (3) weeks vacation at regular hourly rate of pay, or 6% of gross pay, whichever is larger.

21:04 Employees on the active payroll with nine (9) years continuous service as of June 30th shall be entitled to four (4) weeks vacation at regular hourly rate of pay, or 8% of gross pay, whichever is larger.

21:05 Employees on the active payroll with sixteen (16) years continuous service as of June 30<sup>th</sup> shall be entitled to five (5) weeks vacation at regular hourly rates of pay, or 10% of gross pay, whichever is larger.

Effective January 1, 2008, employees on the active payroll with fifteen (15) years continuous service as of June 30<sup>th</sup> shall be entitled to five (5) weeks vacation at regular hourly rates of pay, or 10% of gross pay, whichever is larger.

21:06 Employees on the active payroll with twenty three (23) years service as of June 30th shall be entitled to six (6) weeks vacation at regular hourly rates of pay, or 12% of gross pay, whichever is larger.

21:07 Six (6) weeks plus one (1) days vacation after twenty six (26) years continuous service:  
Six (6) weeks plus two (2) days vacation after

twenty seven (27) years continuous service;  
Six (6) weeks plus three (3) days vacation after  
twenty eight (28) years continuous service;  
Six weeks plus four (4) days vacation after twenty  
nine (29) years continuous service.

21:08 Employees on the active payroll with thirty (30) years of service as of June 30th shall be entitled to seven (7) weeks vacation at regular hourly rates of pay, or 14% of gross pay, whichever is larger.

21:09 (a) If an employee's anniversary date entitling them to vacation in accordance with clauses 21:02, 21:03, 21:04, 21:05 or 21:06 falls after the 30th of June, they will not be required to wait a year before being entitled to the extra week vacation, but will receive vacation on this basis:

Anniversary date falls in:

July, August or September - 5 days

October, November or December - 4 days

January, February or March - 2 1/2 days

April, May or June - 1 1/2 days.

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



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

(b) The time lost from work of one month or more for any reason other than sick leave, an accident for which the employee is entitled to Workplace Safety and Insurance Board payments, or pregnancy, parental, adoption or union leave will not count towards the employee's vacation entitlement.

21:10 (a) Upon termination of employment or retirement employees shall be entitled to vacation pay, pro-rated from the preceding anniversary date to the date of termination or retirement.

(b) Upon the death of an employee, the beneficiary named on their group life insurance policy shall be paid all outstanding vacation pay and/or lieu days.

21:11 (a) An employee shall be entitled to take not more than two weeks annual vacation during the period of July 1st to Labour Day inclusive. Employees with five (5) or more weeks vacation, may take no more than three (3) weeks vacation between July 1st and Labour Day inclusive. Employees with more than two weeks vacation

shall be allowed to take their vacation with the approval of their supervisor.

**(b) Where an employee submits a vacation request in accordance with Article 21:11 a) and c), any vacation request for a consecutive block of vacation days of 5 days or more or 4 days or more during the week of the July 1 holiday and the Civic holiday, will be given priority for approval over any requests of less than 5 days.**

**(c)** By April 1st, the City shall post a vacation notice and all employees shall indicate by April 15<sup>th</sup> what vacation period they wish. The vacation period will be set taking into account the wishes of employees on the basis of seniority, in a manner consistent with the efficient functioning of the department. In the event an employee has not indicated their preference for vacation by April 15<sup>th</sup>, the vacation will be set on a first come, first served basis.

**(d)** The Supervisor shall complete the vacation schedule by May 1<sup>st</sup>. After May 15<sup>th</sup>, the vacations schedule shall not be altered except by mutual consent.

**(e)** All requests for vacation not detailed by the vacation scheduling process shall be responded to by the supervisor in a reasonable period of time.

**(f)** To facilitate scheduling of vacations, the granting of any vacation in the period of December 23rd to January 2nd, inclusive will be at the discretion of the immediate non-union Supervisor.

**(g)** Vacations earned in each vacation year must be taken in the following vacation year, except that a maximum of up to five (5) days vacation may be carried over from the vacation year.

**(h)** The granting of vacation will be at the discretion of the immediate non-union supervisor.

**(i)** If the employee has not submitted a request for all their current year's vacation entitlement by March 1, the supervisor will schedule the employee's remaining vacation exceeding five (5) days to ensure it is taken between March 2 and June 30. Vacations will be scheduled to be consistent with operational requirements.

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

An employee shall not be entitled to bereavement leave if they fail, upon request, to provide the

Director of Human Resources or their designate with reasonable proof of death of the relative.

## ARTICLE 22:00 HOLIDAYS

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

- |                      |                   |
|----------------------|-------------------|
| 1) New Years Day     | 7) Civic Holiday  |
| <b>2) Family Day</b> | 8) Labour Day     |
| 3) Good Friday       | 9) Thanksgiving   |
| 4) Easter Monday     | 10) Christmas Day |
| 5) Victoria Day      | 11) Boxing Day    |
| 6) Canada Day        |                   |

(b) Full time employees covered by this agreement will be credited with two floater days that must be taken between January 1 and December 31 of the calendar year or the floater days will be forfeited. Floater days will be taken at a time mutually agreed between the employee and their supervisor.

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

January – March	2 floater days
April – June	1.5 floater days
July – September	1 floater day
October – December	½ (.5) floater day

- (d) **Wastewater Treatment Operators, who are required to work** 12 hour rotating shifts, will be given an alternate 12 hour shift off, when the holiday occurs on the employees regularly scheduled day off or if the employee is scheduled to work on the holiday. This shall be granted as a lieu day to be taken on a date to be mutually agreed between the employee and the **Supervisor/Manager**.
- (e) Water Division employees, who work ten (10) hour shifts, will be given the day and paid for the ten (10) hour shift. If their scheduled day off is the holiday they will be given either the working day after or the working day before the holiday as a lieu day.
- (f) Holiday Shifts – Facility Maintainers – 7 Day Operation

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

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

shift, it may then be offered to any available part-time employees.

- (g) For employees working Monday through Friday, when specified holidays such as Canada Day, Christmas Day, Boxing Day or New Years Day fall on a Saturday and/or a Sunday the designated holiday shall be observed on the Monday and/or Tuesday immediately following the specified holiday, unless the City and the Union have reached an agreement in advance as to an alternate day when the holiday will be observed by the City. The agreement will be determined prior to April 1<sup>st</sup>, to address the following 12 months.

22:02

Pay for Work on Paid Holidays:

- (a) Employees **who accept unscheduled overtime** on any of the above holidays will be paid at the rate of double time for all hours worked in addition to one day's pay for the holiday, except as follows.
- (b) Employees **who are scheduled to work, such as** Winter Control, Solid Waste Resources Division and any activities normally scheduled on a seven (7) day per week basis, will be paid time and one half for all hours worked on a holiday and will be given a day in lieu of the holiday. Such work must have been scheduled at least seven (7) days

in advance. Lieu days are to be taken in four (4) or eight (8) hour periods. All lieu days earned by employees must be taken by the end of the **calendar year**. **Lieu days applying to Christmas and Boxing Day shall be taken within the first quarter of the following year.**

**(c) Employees in Winter Control, and any activities normally scheduled on a seven (7) day per week basis will be paid time and one half (1 ½) for all hours worked on the alternate days set out in article 22:01 (g). Such work must have been scheduled at least seven (7) days in advance.**

(d) An employee who occupies a dual position shall be paid for holidays as set out in 22:01 at the rate of pay he is receiving at the time the holiday occurs.

22:03 (a) Employees involved in Solid Waste Resources will be requested to work on a Saturday when any of the holidays listed in article 22:01 falls on a Monday to Friday inclusive. Employees working on Saturday will be paid at the appropriate overtime rates established in article 25:00.

(b) Where any of these employees request a Saturday off specific to 22:03 (a) and so advises

their Supervisor in writing at least two (2) weeks in advance, the Supervisor will attempt to find an alternate employee. If no alternate employee is available, the least senior employee, not on an approved leave, will be required to work to meet operational requirements. When the proper two week's notice is given, the alternate employee becomes responsible for working on the Saturday.

## **ARTICLE 23:00 HOURS OF WORK**

### **23:01 Standard Work Week:**

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

It is mutually recognized that there is a requirement for other working arrangements within the City. These other work schedules are listed in 23:03.

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

The parties may, by mutual agreement, agree to make temporary changes to the existing start and stop times from time to time. Such agreement to make a temporary change to the existing start and stop times shall not in any way commit either party to a permanent change in such hours of work. Also, any mutually agreed temporary change in start and stop times will automatically revert to the



hours of work set out in the collective agreement upon the expiry of the period or date specified by the parties in the agreement.

23:02 Lunch Periods:

- (a) Lunch will be a one half (1/2) hour paid period.
- (b) Lunch periods will be assigned by the supervisor or in their absence the working lead hand.
- (c) Lunch periods will be taken as near to the job site as is possible and practicable.

23:03 Exceptions to the Standard Work Week:

A. Shift Work:

- i) No new shifts will be introduced and no existing shifts will be changed without prior discussion and agreement with the Union.
- ii) All shift work will be distributed equally among the employees qualified to do the work and shall be on a rotating basis.
- iii) Notice of shift changes shall be given to the employees concerned at least forty eight (48) hours before the start of their

next scheduled shift. When it is not possible to give forty-eight (48) hours notice of a change of shift, overtime will be paid at the appropriate rate for the duration of the first additional shift. An employee not provided at least twenty-four (24) hours notice of a shift change shall not be compelled to accept the shift change.

- iv) Shifts shall be paid at the basic rates shown in Schedule A.
- v) Rotating Shifts: Where rotating shifts are implemented, such as the Winter Control season, the City and the Union will mutually agree on the shift times.
- vi) **Notwithstanding article 23:03 A ii) where an employee on a rotating shift requests and is approved to work a static night shift, the remaining employees in the work group will rotate on the remaining shifts, for the length of time the employee working the static shift is in this position. Either party can revert to the rotating shift schedule by providing forty five (45) days worked advanced written notice.**

B. Community Services Department:

- (i) Facility Maintainers - Any five shifts 8:00 a.m. to 4:00 p.m., or 4:00 p.m. to 12:00 midnight, Sunday through Saturday.

If an employee is late or phones in sick, the Operator on the 8:00 a.m. to 4:00 p.m. shift must remain at work on an overtime basis until a replacement is found to fill the 4:00 p.m. to 12:00 midnight shift.

The operations of Recreation facilities, requires Certified/Non Certified Facility Maintainers to rotate on an equal basis to cover facility operations as required. Recreation and Parks dual positions are exempt from Recreation Facility rotations, when assigned to the Parks operations.

- ii) One (1) Facility Maintainer position at the West End Recreation Centre and one (1) Facility Maintainer at the Guelph Sports & Entertainment Centre, **and one (1) Facility Maintainer at Victoria Road Community Centre**, will work four (4) ten hour shifts, 3:30 p.m. to 1:30 a.m., Thursday through Sunday.
- (iii) Lead Facility Maintainers will work any five (5) consecutive shifts, Sunday through Saturday 8:00 a.m. to 4:00 p.m., excluding the West End Community

- Centre Lead Facility Maintainer, which is legislated as Monday to Friday, day shift only.
- (iv) Cleaners at West End Community Centre will work any rotation of five (5) shifts, 12:00 midnight to 8:00 a.m., or 6:00a.m. to 2:00p.m., Sunday through Saturday.
  - (v) Winter Control shifts will be agreed to in an annual letter of agreement.
  - (vi) Cleaners at Victoria Recreation Centre and Centennial Pool will work any five consecutive shifts, 11:00 p.m. to 7:00 a.m., Sunday through Saturday. One cleaner at Victoria Road Recreation Centre works 11:00 p.m. to 7:00 a.m. while in the facility and transfers to a Cleaner position with the Parks department for the summer working 5:00 a.m. to 1:00 p.m.
  - (vii) Cleaner(s) at GSEC will work any five (5) consecutive shifts 5:00a.m. to 1:00p.m., Sunday through Saturday.
  - (viii) Cleaners at Evergreen Senior Centre—five (5) consecutive shifts, Monday to Friday, 6:00 a.m. to 2.00 p.m.
  - (ix) Ride Operator/Splash Park Attendant and Team Leader Ride/Splash Park will work

any eight (8) consecutive hours between 9:00 a.m. and 9:00 p.m. Sunday through Saturday.

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

C. Operations Department:

- (i) **The positions of Lead Hand – Fleet, Licensed Automotive/Truck & Coach Technician and the Auto Service positions will work five (5) consecutive shifts alternating on three (3) shifts that change bi-weekly, 12:00 a.m. to 8:00 a.m., 8:00a.m. to 4:00 p.m., and 4:00 p.m. to 12:00 a.m. , commencing Monday morning 12:00 a.m. through Friday midnight 12:00 a.m.**
- (ii) Vehicle Washer position will work any eight (8) consecutive hours, 2:00 p.m. to 12:00 midnight between Monday and Friday.
- (iii) Motorized and Manual Street Cleaners will work 5:00 a.m. to 1:00 p.m., Monday to Friday.

- (iv) Asphalt Crew will work any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m., Monday through Thursday, and between 7:00 a.m. to 4:00 p.m. on Fridays.
- (v) Concrete Crew will work 7:00 a.m. to 3:00 p.m. Monday through Friday.
- (vi) Winter control shifts will be five (5) consecutive eight (8) hour shifts, based upon a seven day per week, 24 hour per day period utilizing a three (3) - eight (8) hour shift rotation. The shifts for all employees, except the winter control lead hands shall be 7:00a.m. to 3:00p.m., 3:00p.m. to 11:00p.m., 11:00p.m. to 7:00a.m. The winter control lead hands shall work **6:00a.m. to 2:00p.m., 2:00p.m. to 10:00p.m., 10:00p.m. to 6:00a.m. shifts.**

Any other shift or shift rotation other than as outlined above will be mutually agreed upon by the City and the Union.

- (vii) **Gardener** doing watering will work five consecutive shifts, eight (8) hours per day between 10:00 p.m. to 8:00 a.m. **or 5:00 a.m. to 1:00 p.m.,** Sunday through Friday.

**(viii) Community Responder**

**The Community Responder position is scheduled to work over a two week period, one week 3 days and the next 4 days per week, 12 hours per day, on a 7/24 rotation, with the exception of Tuesdays shift at 8 hours. The normal hours of work for the Community Responder is considered to be week one 36 hours and week two 44 hours.**

**D. Parking & Downtown Operations Division:**

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

**E. Solid Waste Resources Division:**

- (i) Solid Waste Collection will work any five (5) consecutive shifts of eight (8) consecutive hours between 6:30 a.m. and 3:00 p.m., Monday to Friday.
- (ii) Waste Resource Innovation Centre (WRIC) - hours of work for all positions at the Waste Resource Innovation Centre shall be any five (5) consecutive shifts of eight (8) consecutive hours, Monday

through Saturday.

Day shift 6:30 a.m. – 6:00 p.m.

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

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

Day shift 6:30 a.m. – 6:00 p.m.

F. Wastewater Treatment Plant:

- i) The hours of work for the Dewatering **Operation** shall be any five (5) consecutive shifts of eight hours each, Monday to **Saturday** scheduled **between the hours of 6:00a.m. and 10:00 p.m.** **Wastewater Treatment Operators assigned to the dewatering operation would be required to work these hours.**
- ii) The hours of work for **Wastewater Treatment Operators and Maintenance employees working in areas other than dewatering**, shall be any five consecutive shifts of eight (8) hours each, Monday to Friday scheduled between the hours of 6:00 a.m. and 4:00 p.m. based on the requirements of the operation. Notice of changes shall be given to the employees concerned at least forty-eight (48) hours before the start of the next shift



on which they are required to work.

- iii) **The on-call operator will work a 7a.m. to 11a.m. shift on the Saturday of the on-call period, at time and one half (1.5x) the regular rate and the Sunday shift 7a.m. to 11a.m., at the rate of double time (2x) the regular rate. In recognition of working these two half shifts, the on-call operator will have the following Friday shift off with pay.**

**G. Wastewater Treatment Plant – 12 Hour Shifts**

- i) **If operational requirements change, employees** at the Wastewater Treatment Plant **may be** required to work a rotating shift schedule **Sunday through Saturday**, as part of their employment duties with the City and participation in the rotating shift shall form part of their job description. The rotating shift schedule will be comprised of twelve hour night shifts, twelve hour day shifts, and eight hour day shifts in combination. Each week will not exceed a maximum of 48 hours per week or minimum of 32 hours per week. For timekeeping and record keeping purposes, shifts shall be identified and defined in accordance with the time of day the majority of hours are worked.

- ii) The Rotating Shift Schedule will cover as a minimum a period of one year. A copy of each subsequent Rotating Shift Schedule will be posted by May 1<sup>st</sup> - see 21:11 (c)
  
- iv) In recognition of varying staffing conditions it may be necessary to change the Rotating Shift Schedule to cover staff shortages caused by long term absence, staff vacancies.
  
- iv) All staff working the eight (8) hour day shift will be required to fill approved vacation and other forms of time off requested by staff working the twelve (12) hour day shift and twelve (12) hour night shift.

#### H. Waterworks Division:

- i) Waterworks distribution staff, who install water meters will work either four (4) consecutive ten (10) hour shifts, between the hours of 8:00a.m. to 6:00p.m. or five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 8:00a.m. to 6:00p.m.
  
- ii) Waterworks supply staff will work any five (5) consecutive shifts Sunday through Saturday, between 8:00a.m. and 4:00p.m.

- iii) Waterworks operators for certain times of the year could be assigned to swabbing and flushing and work any four consecutive ten (10) hour shifts between 7:00p.m. and 7:00a.m.

23:04 Inclement Weather:

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

## ARTICLE 24:00 SHIFT PREMIUM

24:01 Shift premiums will be:  
\$1.06 per hour effective February 1, 2008;  
**\$1.08 per hour effective February 1, 2010;**  
**\$1.10 per hour effective February 1, 2011.**

24:02 Shift premium will be paid for all hours worked outside the regular day shifts, Monday through Friday. All work performed on a Saturday or Sunday by a full-time employee shall be paid shift premium, if it is their standard work day. No shift premium will be paid where overtime premium is already being paid.

## ARTICLE 25:00 OVERTIME

25:01 All time worked by employees outside the

normal hours of work is overtime and shall be paid at the rate of time and one half (1 1/2X) for the first six (6) hours and double time (2X) thereafter except that all overtime performed on Sunday shall be at the rate of double the regular hourly rate.

**b) An employee who has worked the 13 hour daily maximum limit (as set out in the current Employment Standards Act and the Highway Traffic Act and Regulations) and is sent home, shall be paid straight time for any remaining hours not worked in their regularly scheduled shift.**

**c) An employee shall have at least eight (8) consecutive hours of downtime before returning to work. If an employee works in the eight (8) hour period after their regularly schedule shift and that work goes past 11:00pm for an employee working the 7:00am – 3:00pm or past 12:00am midnight for an employee working the 8:00am to 4:00pm shift then the employee will have at least eight (8) consecutive hours of downtime before returning to their regularly schedule shift.**

**If the downtime overlaps with the regular schedule shift then the employee is paid straight time for the regular scheduled hours. The employee is responsible to return to work to fulfill the remaining hours of the**

**regular shift, once the downtime has concluded. If two (2) hours or less remains in the shift then the employee will not have to return to work and will be paid straight time for the remaining hours of that regular scheduled shift.**

**Example: Regular Shift 8:00am to 4:00pm – Called in at 8:00pm and worked to 2:00am. The employee would report for their regularly scheduled shift at 10:00am. The regular hours from 8:00am to 10:00am will be paid at regular rate. The employee then works 10:00am to 4:00pm.**

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

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

25:04        All employees called to work more than one hour prior to the beginning of a regular shift or separate from the ending of a regular shift, will be guaranteed two (2) hours pay at the prevailing overtime rate except that where more than one

call occurs within the two (2) hour period the time will be considered continuous.

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

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

The City will distribute overtime fairly among available qualified employees as set out in 25:06 (b). The word "available" shall be defined as the employee being available within a reasonable time and distance.

Employees on sick leave of any duration (excluding family leave) or vacation are not considered to be available for overtime until the end of their first scheduled shift worked after vacation or illness, except under emergency conditions

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

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

**Wastewater Treatment Operators:**

**Wastewater Treatment Operators** at the Wastewater Treatment **Plant**, who are required to work the seven day per week rotating shift rotating shift schedule shall be paid at the prevailing overtime rate for all hours worked in excess of those hours scheduled.

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

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

On occasions where an eight (8) hour day shift operator works the overtime as per above and they are scheduled to work a regularly scheduled eight (8) hour day shift continuous with



the stop time of the overtime shift, that Operator will not work that day shift.

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

25:08 Employees at the Waste Resource Innovation Centre may be required to work overtime to handle increased volumes of work with at least five (5) working days notification. When an employees agrees to work overtime, then decides to decline the overtime, they are responsible to find another qualified employee to work those hours, as agreed by the supervisor, or the employee must work the hours.

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

25:09 Meal Allowance:

When an employee works unscheduled overtime and they work three (3) or more continuous hours, the employee shall be entitled to one (1) meal allowance of ten dollars (\$10.00) **for the duration of the contract**. No meal allowance is paid when the employee works scheduled overtime.

25:10 Working Through Lunch:

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

25:11 LIEU TIME BANK:

- (a) All employees may bank overtime at the appropriate premium rate to a maximum of forty (40) hours.
- (b) If the employee's lieu bank has reached the maximum forty (40) hours, and overtime is worked, the employee will be paid overtime subject to article 25:00.
- (c) Lieu time may be taken as paid time off at a time mutually agreed between the supervisor and the employee, in recognition of operational requirements.
- (d) If the employee is working at a rate higher than their regular hourly rate at the time the overtime is worked and the employee wishes to bank the hours as lieu time, the difference between the higher rate and their regular rate will be paid in the pay period the time is worked.

- (e) Requests for lieu time off in the period of July 1<sup>st</sup> to Labour Day will not be considered until after the vacation schedule has been approved.

## ARTICLE 26:00 STAND-BY

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

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

Stand-by pay will be: \$1.25 per hour **for the duration of the contract.**

26:03 The period covered by stand-by shall be from 4:00 p.m., Tuesday to 4:00 p.m. the following Tuesday. Stand-by call shall be on a rotating basis and divided as equally as possible among the employees qualified to do the work required. For the call out period only, employees shall receive the lead hand rate that is applicable to their

department. The employee may bank the time subject to article 25:11.

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

Stand-by pay will be: \$1.25 per hour **for the duration of the contract.**

26:05 Sewer Blockage Crew:

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

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

26:06 When employees are on stand-by they shall not be available for regularly scheduled overtime.

26:07 If an employee, through being called in to

work for one or more call-outs, works eight (8) hours or more in the sixteen (16) hours immediately preceding their regular shift, the employee shall be automatically granted a one (1) day unpaid leave of absence or a paid vacation day or a lieu day at the discretion of the employee for the regular shift immediately following such overtime, if the employee requests such a leave.

## **ARTICLE 27:00 WAGE RATE CLASSIFICATIONS**

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

## **ARTICLE 28:00 SICK PAY ALLOWANCE**

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

28:02 Sick Leave shall not mean any time absent from work due to an accident or disablement incurred while employed by an employer other than the City of Guelph, where compensation for that accident or disablement is being paid under the Workplace Safety and Insurance Act.

28:03

## Notification Requirements:

Employees who are unable to assume their normal duties on any scheduled working day must notify their supervisor at least one (1) hour prior to the commencement of their scheduled day shift and at least two (2) hours prior to their scheduled afternoon or night shift.

Employees returning to work after an absence of four (4) or more working days in duration must notify their supervisor at least one day in advance of their return to work date.

The supervisor shall be responsible for maintaining the contact telephone number for employees in the respective work areas.

The employee must call in on every day of absence unless an extended leave of absence for a specified period of time has been approved.

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

28:04

Sick leave shall be earned by employees on the basis of one and one-half (1½) days for each completed month of service and employees shall be entitled to the benefits **for approved sick leaves or non work related illness/injury**.

Employees shall be entitled to receive full sick pay to the extent of their accumulated credits for illness of any duration subject to the following:

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

**(b)** An employee shall provide a medical certificate for each occasion of sick leave of five (5) days or more in order to establish sick leave entitlement. This medical certificate shall be presented to the employee's supervisor on the first (1<sup>st</sup>) day of return to work. Where an employee has been hospitalized, such note shall be provided by the employee from an attending physician as soon as possible.

**(c)** In case of illness of an immediate member of the family living in the same residence, the employee shall be entitled, after notifying the employee's supervisor, to use a maximum of five (5) sick days per year **to care for the needs of the ill person**. The need for the employee to stay home with the ill person shall be supported by a letter from a doctor.

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

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

**(f) Employees are encouraged to schedule medical appointments outside of their scheduled hours of work, where able to do so.**

**28:05** The application of clause **28:04 a)** may be varied at the sole discretion of the employee's immediate non-union supervisor, if the employee requests a variance on the first day of the fifth or subsequent occurrence.

**28:06** Sick Leave days which are not used will be accumulated and will be carried forward to the employee's credit from year to year. Time lost from



work of over four (4) weeks duration will not count towards sick pay due in any year, unless such absences are for periods of sick leave, vacation, or covered by the Workplace Safety and Insurance Board.

**28:07** On termination of employment after seven (7) or more years of continuous employment as a permanent employee, or a normal retirement, or death, employees or their beneficiary designated in writing by the employee to Human Resources will receive an amount equal to their salary or wages for one half (1/2) the number of days to their credit but in any event not in excess of one half (1/2) year's earnings at the rate of pay in effect immediately prior to termination of employment in accordance with provisions of Clause 65, Section 352 of the Municipal Act R.S.O. 1970.

**28:08** On the death of an employee, final wages and monies not covered in Articles 21:00 and 28:00 shall be paid to the beneficiary designated by the employee in writing on the forms supplied or to the estate of the employee.

**28:09** Probationary employees who are subsequently transferred to permanent staff shall be credited with one and one-half (1½) days of sick leave per month accumulated from their date of hire.

**28:10** Where an employee:

- (a) is hospitalized while on vacation and who qualifies for sick leave, or
- (b) is entitled to bereavement leave

The period of vacation so displaced shall be added to the employee's vacation entitlement and deducted from their sick pay or bereavement pay. The vacation day(s) will be rescheduled at a later date by mutual arrangement between the employee and their supervisor. The employee must provide medical documentation from a qualified medical practitioner to the City to have their vacation reinstated.

**28.11** Modified Work:

(a) Rehabilitation, Modified Duties and Work Accommodation:

- i. It is the mutual desire of the parties to assist in the rehabilitation of ill/injured/**disabled** 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 and WSIB policies.
- ii. When required by the employee,

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

(b) Return to Work and Job Security:

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

(c) Sequence of Return to Work and Modified Duties:

The City and the Union shall discuss and jointly determine the suitable placement of an employee in accordance with the following sequence of options:

- i. Should an employee be capable of performing the essential duties of their former position, the City shall return the employee to their former position.

- ii. Should an employee not be capable of returning to their former position, the City and the Union shall jointly determine the suitable placement of the employee who is on sick leave, L.T.D. or W.S.I.B., when it is determined they are capable of returning to work.
- iii. If the employee cannot return to their former position and if all other efforts to find suitable work for the employee have been explored by the City and the Union and have not been successful, the employee shall have the right to bump a less senior employee for which they are qualified, subject to article 16:04 and the established functional abilities, as identified by their Health Care Professional.

(d) Objectives of the Program:

- i. To restore an ill/injured **or disabled** employee to **their** fullest possible occupational economic capacity.
- ii. To provide the employee with an effective setting for work accommodation and work rehabilitation following illness or injury **or disability**.
- iii. To accommodate and/or rehabilitate an ill/injured **or disabled** employee in their pre-injury/pre-illness/**pre-disability**

position or job, wherever feasible, or to accommodate the employee in another position or job.

(e) Definitions:

- i. **Modified Work of the employee's pre-illness/pre-injury/pre-disability position is a set of alternate duties that accommodates prescribed medical restrictions/limitations, prescribed precautions, or other matters that prevent an individual from resuming their full duties;** Altering a work condition or requirement to better match the employee's medical restrictions that they may perform safely without unreasonable risk of injury or re-injury to self or others and to assist in the rehabilitation of the employee. **Modified duties are deemed by the parties, to be suitable, available and meaningful in nature and can be temporary, transitional or graduated in nature, in the goal of returning an employee to their regular duties in a timely and proactive manner.** The altering of a work condition may include part-time hours.
- ii. **Suitable Work is an alternate position which has been specifically designed by the parties to**

**accommodate an employee's medical restrictions. The employer is required to accommodate an employee's medical restrictions. The employee is required to provide the employer and union with any changes in their capabilities through their rehabilitation period.**

**iii. Alternate Duties are a set of work duties within the employee's pre-disability job or a position that accommodates the prescribed medical restrictions/limitations of employee.**

**(f) When an employee is unable to perform their regular duties or work their full daily or weekly scheduled hours on a temporary basis, they will not be permitted to work overtime.**

**(g) The modified work assignment must be productive and meaningful to the Union and the City. The modified work assignment must generally suit the medical limitations/capabilities, education, training and experience of the employee. Medical restrictions/limitations/capabilities will be determined by the employee's health care professional and provided to the union and the employer in writing. Where requested by the employer, the employee**

**must have a Functional Abilities Form, completed by their health care professional.**

- (h) Modified Duties and Work Accommodation Program:
- i) Any employee who has sustained an occupational or non-occupational illness/injury **or disability** that prevents them from performing the essential duties of their regular job shall be eligible to participate in this program.
  - ii) The City, in consultation with the Union, shall jointly determine the design of modified work or duties based on medical information for the employee who is off work due to illness/injury/**disability**.
  - iii) Upon receipt of a release of information signed by the employee, the Human Resources Department shall provide to the Union representative designed to assist the employee medical documentation relevant to the employee's medical restrictions and that is required to determine appropriate modified duties.
  - iv) The City and the Union shall

determine the wage rate, if not the employee's former wage rate.

- v) Seniority will continue to accumulate while the employee is on modified duties. Employees requiring modified duties or work will have priority for vacancies in the bargaining unit.
  
- vi) The modified work assignment must be productive and meaningful to both the City and the employee. The modified work assignment must suit the medical restrictions, education, training and experience of the employee. Medical restrictions will be determined by the employee's attending physician and provided to the City in writing.

**28:12 Sick Leave Transfers:**

- (a) Transfers from C.U.P.E. Local 241 to C.U.P.E. Local 973:
  - i if the employee has seven (7) years or more of continuous service with the Corporation and has accumulated sick days, they will be paid for fifty percent (50 %) of the credited sick leave at the employee's rate of pay in Local 241 at the time of transfer and will carry the remaining credited sick days with them.



- The employee is entitled to the terms and conditions of Article 23 - Accident and Sickness of the Local 973 Agreement.
- ii if the employee has less than seven (7) years of continuous service with the Corporation and has accumulated sick days, they shall carry those days with them to use as banked sick days.
- (b) Transfers from C.U.P.E. Local 973 to C.U.P.E. Local 241:
- i. employees will take all unused non-accumulated sick days to Local 241. Should the employee become ill, they shall use those days during the calendar year in which they transfer, in accordance with Article 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.
  - ii. Local 973 employees having sick leave in their banks from prior to 1986 may draw upon this sick leave to a maximum of eighty-three (83) days per year in accordance with Article 24:07.

## **BENEFITS PLAN 29:00**

29:01

The Corporation agrees to pay 100% of the premium cost of the following benefits, which are subject to the conditions of the Benefits Plan:

Eligible benefit coverage under the plan for a dependant child will be extended to age 25, **if the dependant child provides evidence that:**

- (1) They are enrolled in a full time accredited program at a college, university or other institute of higher learning.**
  - (2) They are enrolled in a recognized apprenticeship program in order to attain a licensed trade.**
  - (3) They are involved in a co-op program or placement involving a full time accredited program.**
- (a) Manulife Semi-Private Hospital coverage.  
Plan pays difference between Ward charge and Semi-private charge.
- (b) Manulife Extended Health Care Plan or equivalent - Code 10/20  
Full details of the Extended Health coverage are in the Benefit Providers employee handbook and include the following:

Prescription drugs with a dispensing fee cap of \$8.50 per prescription, **for the duration of the contract.**

Ambulance service  
When authorized in writing by the

patient's physician the following are covered to plan limits:

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

Paramedical Services, including clinical psychologist, speech pathologist, podiatrist

#### Physiotherapy Coverage:

\$700 maximum per calendar year, no deductible.

Effective February 1, 2007, \$800 maximum per calendar year, no deductible.

#### Massage Therapy:

\$500 maximum per calendar year, no deductible.

**Effective February 1, 2010 - \$600 maximum (reflexology may be used as part of the maximum massage therapy amount), for the duration of the contract.**

#### Chiropractic Coverage:

\$700 maximum per calendar year, no

deductible, **for the duration of the contract.**

Acupuncture, Naturopath, Homeopath:

Coverage to a combined maximum of \$500 per covered individual annually for acupuncture, naturopath and homeopath, **for the duration of the contract.**

Note – this applies to the services of a health care provider registered in these professions only and duly licensed.

Sleep Apnea:

Sleep apnea coverage to a maximum of \$500 per covered individual per calendar year, **for the duration of the contract.**

Specialized Tests:

The Benefit plan shall pay for the full cost of the following Specialized Diagnostic Tests required by the employee's physician (PSA, CA-125, HRT), **for the duration of the contract.**

(c)

Group Term Life Insurance:

Employee: Two times (2X) annualized wage – **for the duration of the contract.**

(current hourly rate X 2080 hrs.) with a minimum of \$55,000.00.

## Dependant coverage:

Spouse - \$10,000 – **for the duration of the contract**

Dependent child - \$ 5,000 – **for the duration of the contract**

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

(d) Accidental Death and Dismemberment (AD&D):

Coverage equal to Life Insurance (two times annualized wage) – **for the duration of the contract.**

(e) Manulife Dental Plan # 12 or equivalent.

Dental recall examinations every nine months for adults, 6 months for dependent children. Previous year O.D.A. fee schedule.

Orthodontic Plan – rider at 50 – 50 co-payment schedule

\$2,400 Lifetime maximum – **for the duration of the contract**

Major Restorative Plan

**100% plan pay up to \$2,000 plan maximum per year**

(f) The Corporation will pay 100% of the premium cost of Vision Care for each person covered

- \$350.00 every twenty four (24) months.

**-Effective February 1, 2010 - \$400.00 every twenty four (24) months, for the duration of the contract.**

Vision Care – Laser Eye Surgery

The total or any remaining balance in the employee's vision care coverage may be used by the employee toward the cost of payment for laser eye surgery (once in 24 months) – **for the duration of the contract.**

The benefit plan shall pay for the full cost of an eye examination, once every twenty-four (24) months, **for the duration of the contract.**

- (g) The Corporation will pay 100% of the premium cost of the Audio Plan I (Hearing Aid Plan) providing the cost of a hearing aid plus dispensing fee once every 3 years for each person covered.

The benefit plan will pay the cost of an Audiology Test to max of \$80 once every 36 months.

- (h) Long Term Disability Plan (2 year own occupation)  
Waiting Period - 180 days  
Duration - Own occupation 2 year or age 65.-  
75 % of **base wage** monthly up to 2 years or age 65.

Benefits- Paid for two (2) years from the commencement of LTD or age 65 whichever occurs first.

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

(a) This program will be extended only to employees voluntarily electing retirement or disability pension before the age of 65 and within 10 years of their normal retirement. This is interpreted to mean that the employee is 55 years of age or older until age 65 normal retirement date.

(b) The retired or disabled employee must have a minimum of ten (10) years continuous employment with the Corporation at the time of retirement or disability to be eligible for this program.

(c) The above benefit coverage terminates in the event of the death of the retired or disabled employee where death precedes the employee's 65th birthday.

(d) The above benefit coverage terminates when the employee reaches their 65th birthday.

(e) This provision will be provided to retired and

disabled employees, provided they are not receiving their benefits from another employer, or through the Government or Government agencies.

(f) In the event of the employee's death before their 65th birthday, the employee's spouse shall continue to receive the benefits in 29:01 (a), (b), (e) and (f) from the date of the employee's death until the employee's spouse reaches their 65th birthday. Benefit entitlement under this clause will cease when the deceased employee's spouse secures benefit coverage equivalent to or better than those set out in 29:01 (a), (b), (e) (f) **and (g)**.

29:03 In the event alternative plans for the above coverage are introduced by the Provincial and/or Federal Governments, the Corporation agrees to provide equivalent benefits within the limits of the available plans and within the limits of Provincial and/or Federal legislation.

29:04 The agreement of the Corporation to pay 100% of the premium costs of benefits will be based on the rate in effect from time to time throughout the term of this Agreement, whether the rate increases or decreases.

29:05 Group Life Insurance Coverage:  
Employees will be covered by the Group Life Insurance Plan. All employees who on the date of



signing of this Agreement are members of the above Group Life Plan shall maintain such membership while employed by the City. All employees hired after the signing of this Agreement shall make application for membership in the Group Life Insurance Plan, which shall become effective at the end of the one (1) month waiting period, and maintain such membership while employed by the City.

29:06            Ontario Municipal Employees Retirement System:

The City and the Employee will continue to share equally in the premium cost of O.M.E.R.S.

29:07            Application for Benefits:

On reporting for work, applications for benefits covered by this agreement will be made, but entitlement will not occur until the end of the waiting period in each case. In the event the employee is retained beyond this specified probation period, the time they have worked will be counted for seniority purposes and the other terms of this Agreement, where applicable, will become effective from the day they commenced work. Employees shall be subject to deductions for Income Tax, Employment Insurance, Canada Pension, O.M.E.R.S. and Union dues from the date of hire.

29:08            If the employee fails to notify the Director of Human Resources or their designate in writing, of any change which would result in lesser premiums on any benefits, the employee shall be responsible for the additional costs to the City because of his failure to give proper notice in writing.

29:09            **Benefit Continuation After Layoff:**  
An employee on layoff shall continue to receive benefits as follows:

(a) Continuation for one (1) month from the date of layoff for an employee who has completed their probationary period but has less than two (2) years continuous service.

(b) Continuation for three (3) months from the date of layoff for an employee who has more than two (2) years but less than five (5) years continuous service.

(c) Continuation for six (6) months from the date of layoff for an employee who has more than five (5) years but less than ten (10) years continuous service.

(d) Continuation for twelve (12) months from the date of layoff for an employee who has ten (10) years continuous service.

29:10            The City may change carriers from time to time, provided that the benefits and conditions will

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

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

#### 29:11 Continuation of Employee Benefits during Strike or Lock Out:

The Union may request in writing during the term of a collective agreement the cost to the City of the benefits under Articles 29:01, following which the City will provide the Union with the premium costs to the City of the benefits categorized into single and family coverage.

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

period to be covered and shall ensure that such benefits are continued as provided for as long as the payment continues.

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

## **29:12 Benefits – Employees Working Past Age 65:**

**Health, dental, travel and short term disability coverage will be provided to employees choosing to work beyond 65 except that:**

**1. The Ontario Drug Benefit Plan will be the “first payer” for drug coverage for covered individuals over the age of 65. This could be the employee only or it could be the employee and the spouse depending on the ages. The Ontario Drug Benefit Plan at this time requires the employee to pay the first \$100 and then \$6.11 per prescription. An employee over age 65 would be responsible for the ODBP costs in effect at any point in time.**

**The Insurance Carrier would pay for eligible items not covered by the Ontario Drug Benefit Plan but otherwise covered under the City Plan.**

**2. Sick Pay entitlement for CUPE 241**  
Employees will continue as per the contract. Pay-out of entitlement would only occur after the employee retires.

**3. Life Insurance:** The amount of Life Insurance on employees over the age of 65 would be \$10,000.00 while they are still actively employed.

**4. Long Term Disability:** There is no LTD coverage for an employee working past age 65.

**5. OMERS:** Contributions to OMERS would continue for the employee and for the employer, as long as the employee is active up to the employee's 69<sup>th</sup> birthday. IF the employee is still working at age 69, they would be eligible to collect OMERS and be paid their wages by the employer.

## **ARTICLE 30:00 HEALTH AND SAFETY**

30:01 (a) The City shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees. The employees will adhere to safety practices.

(b) Under the Occupational Health and Safety

Act, there is to be an Occupational Health and Safety Committee to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.

(c) The City and the Union shall follow the terms of reference for the Joint Health and Safety Committee, and such terms of reference shall only be amended by mutual agreement. The Joint Health and Safety Committee Terms of Reference shall be attached to and form part of the collective agreement.

30:02 Workplace Safety and Insurance Act:

(a) The City shall provide the Union Vice-President with a copy of the "Employer's Report of Injury/Disease, Form 7" when submitting same to the Workplace Safety and Insurance Board.

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

## **ARTICLE 31:00 PROTECTIVE CLOTHING AND EQUIPMENT**

31:01 When available, inside work will be provided for regular employees if in the opinion of the

Supervisor it is not reasonable to work outside during wet, stormy and extremely cold weather.

31:02        The City will provide rubber boots, coats, and hats for employees required to work during inclement weather, or in cold or wet working conditions in sizes to fit the wearer. Such items will be replaced provided that the employees turn in the old or damaged article(s) that are to be replaced.

31:03        Employees working Solid Waste Resources Division will be provided with rain wear, hats and gloves to be worn only when job conditions warrant. Any employee required to work under job conditions requiring rubber boots will be issued rubber boots on the basis of not more than one pair per year, with issued boots to be worn only when job conditions warrant. The employee will be responsible for keeping the issued boots available for wear, when required. The issue of more than one pair of rubber boots per employee in Solid Waste Resources Division shall be at the discretion of the Solid Waste Resources Division Supervisor.

31:04        Coveralls:

The City will provide coveralls for all manual street cleaners, power flusher, sweeper operators, vac-all operators, solid waste operators and spare operators, mechanics and

mechanics' helpers and all employees of the Waterworks Division, Wastewater Services Division, sewer maintenance crew, tree crew, the Parks Repair Persons, refrigeration operators, Stockroom Employees and employees at the Waste Resource Innovation Centre. Coveralls will be supplied on the basis one change per day for Fleet Service only and one change for each of the other classes. Coveralls will be provided for the hose man on the basis of one suit for the duration of the crack filling operation. All coveralls are issued through the stock room.

31:05 Uniform Clothing Allowance:

(a) City employees will select their clothing issue using the Uniform Order Form as outlined in Appendix "B" of this Agreement. Employees have the option of selecting any of the items contained in the order form, provided the total point value does not exceed the total points allowed. The total points allowed will always equal the current cost, excluding any taxes, of the standard issue which is defined as:

1. 3 shirts (Style 20020) or pants (Style 10010) supplied once per year
2. 1 pair of deluxe winter coveralls (Style 42090) once per year
3. 3 T-shirts (Style 23102) once per year.

(b) The resulting formula for establishing the total points is the sum of:



The cost of a shirt (Style 20020) or a pair of pants (Style 10010); whichever is higher x 3 plus the cost of one pair of deluxe winter coveralls (Style 42090) x 1 plus the cost of one T-shirt (Style 23102) x 3.

(c) The total points will be amended from year to year to reflect the changes to the formula as outlined above. Unused points cannot be carried forward from year to year.

(d) Items listed on the Uniform Order Form can be amended from time to time only by mutual agreement of the parties.

(e) Employees who do not choose the standard issue or employees who do not return their uniform order form within 30 calendar days of the date of issue will be responsible for providing their own clothing, at their own expense, in the approved colour (navy blue). Excessively worn, tattered or dirty clothing will not be permitted.

(f) While on duty with the City all employees must, under normal circumstances, wear issued clothing. Employees are required to wear clothing which conforms to the standard issue when reporting for their regular shift or scheduled overtime. "Reasonable" attire, appropriate to the job will be permitted when employees are called in for unscheduled overtime.

(g) All clothing will be issued in the month of January or as soon as possible thereafter.

(h) Safety Footwear:

The City will pay annually for approved CSA safety footwear purchased from a City approved supplier, to be purchased prior to the end of the vacation year.

The City will pay: \$140.00 per pair **annually for the duration of the contract.**

(i) Coveralls (“North Sea Apparel” or equivalent) will be supplied to the Labourer/Attendants and Labourer/Spare Equipment Operator at the Landfill Site as required. The City will pay for laundering once per year.

31:06            Wearing of Shorts:

(a) The City shall ensure that employees work in a safe manner and wear protective clothing appropriate to their occupation and work site. The City's policy is that employees whose jobs expose them to risk of leg injury must wear long pants or coveralls.

(b) If your job is one where short pants are allowed, the short pants will be of a reasonable length. As a guideline, approximately two to four inches above the knee would be considered to be

reasonable. The short pants will be the same colour as the City issue trousers.

(c) Where an employee, who opts to wear short pants and where the wearing of short pants is not a health and safety issue, as determined by the City, the employee shall have available or carry with them, a pair of long pants or coveralls in case they are required to perform work that poses a risk of leg injury, during the course of a shift.

#### 31:07 Prescription Safety Glasses:

The City will reimburse to any full time employee who performs work where safety glasses are required, up to \$350.00 in **2009, 2010 and 2011**, once every three years for the purchase of prescription safety glasses, upon presentation of a receipt to their Supervisor.

#### 31:08 Use of Own Tools:

All employees who are employed in the Vehicle Repair Shop or Solid Waste Resources Division, who regularly use their own personal tools in the execution of their work, may have the cost of lost or broken tools refunded by the City, provided a receipt for the purchase of the replacement is endorsed by the Fleet Supervisor.

A list of all tools held by the employee covered by this clause, on City property, shall be supplied

to the Fleet Supervisor for insurance purposes. This list must be kept updated. The coverage includes loss by fire or theft of the complete set of tools.

31:09            Legal Costs:

An employee who is charged with an offence for any act or omission arising out of carrying out the employee's duties shall have their legal costs paid by the employer, if they are found not guilty, or the charge is withdrawn. The employee's legal cost will not be paid by the employer in cases where the employee is found guilty of the original offense or any reduced charge relating to the original offense. The employee's selection of a lawyer must be ratified by the employer, prior to the lawyer being retained.

**ARTICLE 32:00 MILEAGE**

32:01            The mileage allowance paid to an employee for the use of their own automobile or vehicle for City business shall be the City of Guelph corporate rate which is \$0.45 per kilometer. If the corporate rate increases, employees of the City of Guelph will receive the increased rate on the date of change. The provision of a personal vehicle will not be a condition of employment.

## **ARTICLE 33:00 JOB DESCRIPTION**

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

33:02        When a new job is created, the rate of pay shall be subject to negotiations between the parties. Any new rate of pay shall become retroactive to the time the new position was first filled by an employee or the date of change in the duties.

## **ARTICLE 34:00 BULLETIN BOARDS**

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

## **ARTICLE 35:00 GENERAL**

35.01        When the City requires specific certificates or licences (excluding driver's licence) for the performance of an employee's current duties, the

City will reimburse the employee the cost of any certificate or licence fees required to maintain such certificate or licence.

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

35:02        The Union and the City shall supply each other in writing, the names of its officials as at present constituted and of any change in such officials' positions within three (3) days after any such change.

35:03        The employee's pay stub will show the earnings to date, sick time and lieu days accumulated to date.

35:04        Communications / Council and Management:  
(a) 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.

(b) Management agrees that copies of all Committee and Council meeting agendas and reports, motions, resolutions, and by-laws or rules

and regulations adopted by City Council in Committee of the Whole, which will affect the members of this bargaining unit, are to be forwarded to the Union by the Clerk's Department.

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

(a) The City agrees to discuss with the Union, in advance, the creation of new positions as a result of job creation programs initiated by the federal or provincial governments.

(b) Should the Employer at any time participate in any job creation or job training programs, the following is agreed to:

1.            No full-time position will be replaced in whole or in part by any such program.

2.            No person from a job creation or job training program shall be considered for placement or placed with the City while any employee is on lay-off if the laid off employee meets the criteria of the program, has the qualifications and is willing to participate in the program.

3.            No full-time employee will be laid off, transferred or have their job duties altered as a result of the Employer's participation in any such program.

4. Persons placed by the Courts for “community placement orders” shall comply with #1 and #3 above, shall not be paid by the City and shall work under the direction of a City employee. The number of such employees that can be used by the City at any one time shall be subject to agreement between the City and the Union.

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

35:07 Changes to City Policies:  
The City will advise the Union is writing in advance of the introductions, implementation, the revision or updating of any new Corporate or Departmental policies that apply to members of the bargaining unit before such policies become effective for employees. The City shall provide a copy of such policies at the time of notification to the Union.

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

36:01 Should the City of Guelph, Wellington County,



its Townships or their respective advisors/consultants plan to, or merge, amalgamate or combine any of their operations or functions with each other and with the City of Guelph, or should the City of Guelph plan to, or merge, amalgamate or combine any of their operations or functions with another municipal or private sector employer or transfer, convey or lease any of its operations or functions to another municipal or private sector employer, the Corporation will contact the Union immediately.

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

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

as a result of the amalgamation of any services of any other municipality.

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

1. Notwithstanding section 69 of the Labour Relations Act, permanent employees who may be employed in any part of the City which is transferred to a private or public sector employer may be transferred and become employees of the private or public sector employer or may elect permanent layoff and exercise their rights with respect to bumping under the collective agreement.
2. Permanent employees who may transfer to a private or public sector successor employer may, within the first 6 months of transfer to the successor employer, apply for any vacant position in the City/CUPE Local 241 bargaining unit and if successful, would retain their accumulated seniority earned while they were employed by the City.

## **ARTICLE 37:00 PERMANENT REDUCTION OF WORK FORCE**

37:01 In the event of lay-off , as defined in Article

16:03, designed to permanently reduce the work force (not seasonal lay-offs) the Corporation shall give:

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

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

## **ARTICLE 38:00 NOTIFICATION OF CHANGE**

38:01   Technological Change:

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

1. the introduction of equipment or processes different in nature from that previously utilized;
2. in work methods, organization, operations or processes affecting one (1) or more employees;
3. in the location at which the work, undertaking or business operates;
4. in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

- (a) When technological change or change in the method by which services are provided is to be made, which will bring about the layoff of a permanent employee or employees or which will adversely affect their wage rate and when the Employer is considering the introduction of technological change:

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

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

An employee who is rendered redundant or displaced from their job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which they have seniority and which they are able to perform. If there is no vacancy, they would have bumping rights as per Article 16:03 (d).

While the employee remains in the position acquired through bumping process they will suffer no reduction in normal earnings.

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

38:02            Public-Private Partnerships:

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

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

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

38:03            Contracting Out and Job Security:

(a)            The City shall advise the Union in writing at least thirty (30) days before the City officials make a recommendation to any Committee of

Council or to Council to contract out any work or service that is presently performed by employees in the bargaining unit.

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

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

(d) No employee with two (2) 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 two (2) or more years seniority shall be laid off as a result of the City assuming the operations, services and/or employees of any other municipality or of any other public service, private sector corporation or of any public-private partnership arrangement not presently represented by the Union.

38: 04 The City will undertake to review with the Union, any contracts currently performed by private contractors involving any work or service that may reasonably be performed by City employees. This will be done within ninety (90) days after ratification of the contract. Thereafter, review would be on an annual basis. The purpose of this review will be to offer disclosure of the costs of such contracts to the Union on an ongoing basis and to allow a full and open discussion of the possibility that these services may be performed by City employees.

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

1. If an employee, who is required by the City to drive their personal vehicle on City business, or to operate City vehicles or equipment, has their driver's license suspended or is otherwise prohibited from operating a vehicle or motorised equipment, they must immediately advise their supervisor.
2. When an employee has their driver's license suspended and is therefore unable to perform the essential duties of their job, they shall be given a leave of absence without pay and benefits and without accumulation of seniority, subject to #5 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 #5 below.
4. An employee who is required to use an "ignition interlock" to operate a vehicle, is not deemed to have the required licence restored in order to operate a City of Guelph vehicle. Ignition interlocks will not be installed on City vehicle.
5. The City and the Union shall fully explore all of the alternatives for employment placement for the employee in the sequence set out below: The employee shall not be placed on a leave of absence without pay where:
  - (a) The employee can secure another form of transportation to and from work and continue to perform the essential duties of his job.
  - (b) It may be possible for the City and the Union to negotiate alternate work, if a driver's licence is not an essential part of the actual performance of the alternate work and there is an available non-driving position. The nature of the work to which

the employee is re-assigned will be negotiated between the City and the Union. The wage rate will be adjusted to the wage rate of the assigned job.

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

6. No employee shall be disciplined, suspended or terminated either directly or indirectly due to the loss of their 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.

7. (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 #5 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 #5 above.

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

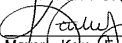
## ARTICLE 40:00 DURATION

40:01 This Agreement shall be effective from **February 1, 2009 to January 31, 2012** and from year to year thereafter unless either party gives notice, in writing, to the other party, not more than ninety (90) days prior to expiry in any year of their desire to alter same. However, any change deemed necessary in this agreement may be made by mutual agreement of the parties at any time during the existence of this agreement.

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

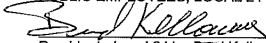
Dated at GUELPH, ONTARIO this 29<sup>th</sup> day of June, 2009.

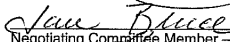
FOR THE CORPORATION  
OF THE CITY OF GUELPH:

  
\_\_\_\_\_  
Mayor - Karen Farbridge


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

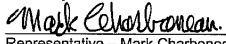
FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 241:

  
\_\_\_\_\_  
President - Local 241 - Brad Kelloway

  
\_\_\_\_\_  
Negotiating Committee Member - Ian Bruce

  
\_\_\_\_\_  
Negotiating Committee Member - Don Goodman

  
\_\_\_\_\_  
Secretary Treasurer - Paul Clulow

  
\_\_\_\_\_  
Representative - Mark Charboneau

**SCHEDULE "A" – WAGES**

\*\*Subject to JJEC

Job Grade	Job Title	Effective		
		1-Feb-09	1-Feb-10	1-Feb-11
A	Temporary Employee--1st Work Term*	11.63	11.93	12.26
B	Temporary Employee--2nd/Subsequent Work Terms*	12.66	12.99	13.35
C	Team Leaders - \$1.00 per hour over the applicable rate in Job Class A or B			

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

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

	<b>Sorter</b>	<b>17.08</b>	<b>17.52</b>	<b>18.00</b>
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<b>1</b>	<b>Job Evaluation Grade Rate</b>	<b>19.87</b>	<b>20.39</b>	<b>20.95</b>
	Cleaner			
	Mail Person **			
	Spotter			
	Vehicle Washer			
		All Locations		
		Operations		
		SWR		
		Fleet		

<b>2</b>	<b>Job Evaluation Grade Rate</b>	<b>21.03</b>	<b>21.58</b>	<b>22.17</b>
	Equipment Operator			
	Labourer/Attendant			
	Maintenance Labourer			
	Saw Operator			
	Sign Maintainer 3			
	Single Axle Operator			
	Street Flusher Operator			
	Sweeper Operator			
	Tandem Operator			
	Vac All Operator			
		Roads/Right of Ways		
		SWR		
		WWTP		
		Roads/Right of Ways		
		Roads/Right of Ways		
		Roads/Right of Ways		
		Roads/Right of Ways		
		Roads/Right of Ways		
		Roads/Right of Ways		

3	Job Evaluation Grade Rate		22.19	22.77	23.40
	Asphalt Operator / Raker	Roads/Right of Ways			
	Assistant Storekeeper	Fleet			
	Autoservice Person	Fleet			
	Downtown Maintainer	Operations			
	Equipment Operator	Parkland/Greenways			
	Equipment Operator	SWR			
	Facility Maintainer (no "B" License)	All Facilities			
	Fleet Service Analyst	Fleet			
	Household Hazardous Waste Operator	SWR			
	Litter Operator	Parkland/Greenways			
	Loader Operator	Roads/Right of Ways			
	Maintenance Technician	Corporate Property			
	Scale Operator	SWR			
	Sign Maintainer 2	Roads/Right of Ways			
	Skilled Labourer Concrete Finishing	Roads/Right of Ways			
	Sports Field Operator	Parkland/Greenways			
	Tandem Operator - Winter Control	Roads/Right of Ways			
	Traffic Control Set-up	Roads/Right of Ways			
	Turf Maintainer	Parkland/Greenways			
	Wastewater Collection OIT	Roads/Right of Ways			
4	Job Evaluation Grade Rate		23.38	23.99	24.65
	Backhoe Operator	Parkland/Greenways			
	Backhoe Operator	Roads/Right of Ways			
	Certified Facility Maintainer	All Facilities			
	Distribution OIT	Waterworks			
	Lead Sorter	SWR			
	Maintenance Mechanic	All Locations			
	Operator in Training - Liquids	WWTP			
	Repair Person - Unlicensed	Parkland/Greenways			
	Roll Off Operator	SWR			
	Storekeeper	Fleet			
	Waste Packer Operator	SWR			
	Wastewater Treatment OIT	WWTP			
	Water Supply OIT	Waterworks			
	<b>Wastewater Collection Operator</b>				
	<b>Level 1</b>	Roads/Right of Ways	23.38	23.99	24.65
	<b>Level 2 (102.5% of Level 1 Rate)</b>	Roads/Right of Ways	23.95	24.57	25.25

<b>5</b>	<b>Job Evaluation Grade Rate</b>		<b>24.55</b>	<b>25.19</b>	<b>25.88</b>
	Equipment System Analyst	Fleet			
	Forestry Worker Tree Trimmer	Parkland/Greenways			
	Gardener	Parkland/Greenways			
	Grader Operator	Roads/Right of Ways			
	Repair Person - Licensed	Parkland/Greenways			
	Sign Maintainer 1	Roads/Right of Ways			
	<b>Distribution Operator</b>				
	<b>Level 1</b>	Waterworks	24.55	25.19	25.88
	<b>Level 2</b> (102.5% of Level 1 Rate)	Waterworks	25.14	25.79	26.50
	<b>Level 3</b> (105.5% of Level 1 Rate)	Waterworks	25.89	26.56	27.29
	<b>Level 4</b> (109.0% of Level 1 Rate)	Waterworks	26.75	27.45	28.20
	<b>Water Supply Operator</b>				
	<b>Level 1</b>	Waterworks	24.55	25.19	25.88
	<b>Level 2</b> (102.5% of Level 1 Rate)	Waterworks	25.14	25.79	26.50
	<b>Level 3</b> (105.5% of Level 1 Rate)	Waterworks	25.89	26.56	27.29
	<b>Level 4</b> (109.0% of Level 1 Rate)	Waterworks	26.75	27.45	28.20
<b>6</b>	<b>Job Evaluation Grade Rate</b>		<b>25.71</b>	<b>26.38</b>	<b>27.11</b>
	Aerial Rope Tree Trimmer	Parkland/Greenways			
	Community Responder **	Roads/Right of Ways			
	Instrumentation Technician **	Waterworks			
	Lead Hand - Site Operations **	SWR			
	Lic'd Industrial Maint Mechanic	All Locations			
	Temporary Lead Hand - Winter Control	Roads/Right of Ways			
	Welder/Fabricator	Fleet			
<b>7</b>	<b>Job Evaluation Grade Rate</b>		<b>26.87</b>	<b>27.57</b>	<b>28.33</b>
	Automotive / Truck & Coach Technician	Fleet			
	HVAC/Gas Fitter Technician	Corporate Property			
	Lead Downtown Maintainer	Traffic/Parking			
	Lead Hand - Boulevards	Roads/Right of Ways			
	Lead Hand - Drainage	Roads/Right of Ways			
	Lead Hand - Materials Recovery Facility	SWR			
	Lead Hand - Roads & Winter Control	Roads/Right of Ways			
	Lead Hand - Waste Collection	SWR			
	Lead Hand - Wastewater Collection	Roads/Right of Ways			
	Lic'd Electrician - Sign & Signal	Roads/Right of Ways			
	Lic'd Industrial Electrician	All Locations			

<b>8</b>	<b>Job Evaluation Grade Rate</b>		<b>28.03</b>	<b>28.76</b>	<b>29.55</b>
	Automotive / Truck & Coach Technician	Fleet			
	HVAC/Gas Fitter Technician	Corporate Property			
	Lead Facility Maintainer	All Facilities			
	Lead Hand - Distribution	Waterworks			
	Lead Hand - Forestry	Parkland/Greenways			
	Lead Hand - Horticulture/Greenhouse	Parkland/Greenways			
	Lead Hand - Parks	Parkland/Greenways			
	Lead Hand - Signs & Markings	Traffic/Parking			
	Lead Hand - Traffic Signals	Traffic/Parking			
	Lic'd Electrician - Sign & Signal	Roads/Right of Ways			
	Lic'd Industrial Electrician	All Locations			
	<b>Wastewater Treatment Operator</b>				
	<b>Level 4</b>		28.03	28.76	29.55
	<b>Level 3 (97% of Level 4)</b>		27.19	27.90	28.67
	<b>Level 2 (94% of Level 4)</b>		26.35	27.04	27.78
	<b>Level 1 (92% of Level 4)</b>		25.79	26.46	27.19
<b>9</b>	<b>Job Evaluation Grade Rate</b>		<b>29.20</b>	<b>29.96</b>	<b>30.78</b>
	Gas Fitter / Co-Gen Technician **	WWTP			
	Lead Hand - Corporate Property	Corporate Property			
	Lead Hand - Maintenance	Waterworks			
	Lead Hand - Operations	WWTP			
	Lead Licensed Industrial Maint.Mechanic	SWR			
	Licensed Instrument Electronics Tech.	WWTP			
<b>10</b>	<b>Job Evaluation Grade Rate</b>		<b>30.37</b>	<b>31.16</b>	<b>32.01</b>
	Lead Hand - Fleet	Fleet			
	Lead Hand - Maintenance/SCADA	WWTP			

## **SCHEDULE "B"**

Equipment Operator / Certified Refrigeration Operator(Comm Serv)	2/4
Equipment Operator / Facility Maintainer No "B" Licence(Comm Serv)	2/3
Labourer/ Spare Waste Packer Operator	2/2
Single Axle Operator/ Asphalt Operator	2/3
Single Axle Operator / Asphalt Raker	2/3
Single Axle Operator /Vac Haul Operator	2/2
Single Axle Operator / Sweeper	2/2
Single Axle Operator / Tractor Broom	2/2
Single Axle Operator / Street Flusher Operator	2/2
Single Axle Operator / Equipment Operator (P/W)	2/1
Single Axle Operator / Sod, Soil, Ditching	2/1
Repairperson / Certified Refrigeration Operator	4/4
Repairperson / Facility Maintainer No 'B' Licence	4/3



# APPENDIX “A”

## CITY OF GUELPH AND CUPE LOCAL 241

### THE CLASSIFICATION OF OPERATOR POSITIONS IN WATERWORKS, WASTEWATER TREATMENT AND WASTEWATER COLLECTIONS

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

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

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

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

## WWTP CLASSIFICATION OF OPERATIONS POSITIONS

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

### 1. WWTP Operator in Training

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

Must have completed Grade 12, or equivalent.

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

### 2. WWTP Operator Class I

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

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

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

### 3. WWTP Operator Class II

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

Must have at least three years experience as an operator in a wastewater treatment facility.  
Must hold an MOE Class II licence for that type of facility.

#### 4. WWTP Operator Class III

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

#### 5. WWTP Operator Class IV

Qualifications: Must be able to understand, read and write English.  
Must have successfully completed at least four years of education or training relevant to the functions performed by operators of facilities.  
Must have at least four years experience

as an operator in a wastewater treatment facility, including at least two years as an operator-in-charge in a Class III or Class IV facility.  
Must hold an MOE Class IV licence for this type of facility.

## WATERWORKS CLASSIFICATION OF OPERATIONS POSITIONS

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

Classifications are divided between Supply and Distribution Divisions at Waterworks:

### SUPPLY DIVISION POSITIONS

#### 1. Operator in Training - Supply

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

Must have completed Grade 12, or equivalent.

Must have successfully completed the Ministry of Environment (MOE) courses for Operator-in-Training in water treatment and in wastewater collections and possess both Operator-in-Training licences.

## 2. Certified Supply Operator Class I

Qualifications: Must be able to understand, read and write English. Must have at least one year of experience in operations in a water treatment facility and in wastewater collections.

Must hold MOE Class I licence for those types of facilities.

## 3. Certified Supply Operator Class II

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

Must have at least three years experience as an operator in a water treatment facility and in wastewater collections.

Must hold MOE Class II licences for those types of facilities.

## 4. Certified Supply Operator Class III

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

Must have at least four years experience as an operator in a water

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

## DISTRIBUTION DIVISION POSITIONS

### 1. Operator in Training - Distribution

Qualifications: Must be able to understand, read and write English. Must have completed Grade 12, or equivalent.

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

### 2. Certified Distribution Operator Class I

Qualifications: Must be able to understand, read and write English. Must have at least one year of experience in operations in a water distribution facility.

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

### 3. Certified Distribution Operator Class II

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

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

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

#### 4. Certified Distribution Operator Class III

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

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

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

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

## WASTEWATER COLLECTION CLASSIFICATION OF OPERATIONS POSITIONS

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

## 1. Wastewater Collections Operator in Training

Qualifications: Must be able to understand, read and write English. Must have completed Grade 12, or equivalent.

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

## 2. Wastewater Collections Operator Class I

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

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

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

## 3. Wastewater Collections Operator Class II

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

Must have at least three years experience in wastewater collections.

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



## APPENDIX “B”

### JOINT HEALTH & SAFETY COMMITTEE TERMS OF REFERENCE

The JH&SC Terms of Reference are those in effect at the time of ratification of the collective agreement and may be changed by mutual agreement at any time.

#### PREAMBLE

1. It is a requirement of the *Occupational Health and Safety Act* to establish a policy which should encourage the active participation of all employees in the prevention of accidents and the promotion of health and safety in the workplace.
2. The Corporation of the City of Guelph, CUPE 973, 241, and ATU 1189 Unions that represent workers have established a Joint Health and Safety Committee as required by the *Occupational Health and Safety Act* and have reached an understanding as to the guidelines for the composition, practice and procedure thereof. Attached are the names of the workers organizations and the work locations under each jurisdiction.
3. The parties acknowledge that a joint health and safety program can only be successful where everyone in the workplace is committed to these

responsibilities. Therefore, the parties undertake to cooperate in ensuring that these Terms of Reference and the full intent of the *Occupational Health and Safety Act* will be carried out by their respective organizations.

4. The parties hereto adopt these Terms of Reference in good faith and agree to promote and assist the Joint Health and Safety Committee and committee members by providing such information, training, and assistance as may reasonably be required for the purpose of carrying out their responsibilities.

## **STRUCTURE OF THE COMMITTEES**

- 1.1 The Joint Health and Safety Committee shall consist of members selected by the employer and members selected by the workers. Alternated replacing standing members may be allowed, however, they shall only be used in emergency conditions and with the prior approval of the Co-Chairpersons. Each Union will supply a listing of alternates who will attend all Joint Health and Safety Committee meetings and shall not be voting members unless they are filling the position for a vacant member, excluding the Amalgamated Transit Workers, Local 1189 who have chosen to have 3 worker members and no alternate.

The Committees and their composition are as follows:

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

- 1.2 Committee meetings will be held monthly with the first regularly scheduled meeting in January each year or as agreed by the committee members. The committee will meet a minimum of six (6) times per year, with the exception of July and August as determined at the June meeting annually. The actual dates, times and locations will be determined in advance by the Co-Chairs. Emergency meetings may be called at the request of the Co-Chairs.
- 1.3 There shall be two Co-Chairs, one selected from the management members and one from the worker members; who shall alternate the chair at each meeting. The Co-Chairs are responsible to meet with new member of the Committee to provide orientation on the duties and responsibilities of the Committee and Committee members.
- 1.4 A Co-Chair may, with the consent of their counterpart, invite any additional person(s) to attend the meeting to provide additional

information and comment. This person(s) shall not participate in the regular business of the meeting.

- 1.5 The Corporation shall ensure that at least one member of the Joint Committee representing the employer and at least one member representing workers are certified members. The Corporation shall endeavor to have two (2) certified worker members and two (2) certified management members on the committee.
- 1.6 The JHSC members shall respect the confidentiality of all employee information.
- 1.7 The **Health, Safety & Wellness Co-ordinator** is a resource person for the Committee and is not a member of the Committee, but receives all Health and Safety inspections.

## **FUNCTIONS OF THE JOINT COMMITTEE**

- 2.1 Worker and management members selected to the Joint Health and Safety Committee should serve a minimum of two (2) years. Certified members should serve a minimum of three (3) years.
- 2.2 In addition to the functions outlined in the applicable sections of the *Occupational Health and Safety Act* and to attain the spirit of the Act, the Joint Committee, shall:

- (a) Identify, evaluate and recommend a resolution of all matter pertaining to health and safety in the workplace to the appropriate Department Director/Manager.
- (b) Encourage adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the *Occupational Health and Safety Act*.
- (c) Address related matters such as Designated Substances, WHMIS regulations for Industrial Establishments as well as regulations for Construction Projects.
- (d) Deal with any health and safety matter that the Joint Committee deems appropriate.

## **INSPECTIONS**

- 3.1 The members of the Joint Committee who represent works shall designate one or more of the members representing works (or alternates) to inspect the physical conditions of the workplace. Where and when possible, a management person shall accompany the worker representative(s).

- 3.2 All health and safety concerns raised during the physical inspection will be recorded on an appropriate workplace inspection form prioritized and signed by the Joint Committee member(s) performing the inspection.
- 3.3 The workplace inspection form will be forwarded to the **Health, Safety & Wellness Co-ordinator** and to the appropriate Supervisor responsible for the workplace area inspected within two days of the workplace inspection. The Joint Committee Member performing the inspection will inform the Joint Committee of the status of the outstanding items by the next Joint Committee meeting.
- 3.4 Upon the receipt of an unsatisfactory response to a workplace inspection the inspector shall send notice in writing Co-chairs within 5 working days. The inspector in consultation with the Co-chairs and the **Health, Safety & Wellness Co-ordinator** will determine whether further action shall be pursued as set out in section 9 (39) of the OH&S Act.

## **RECOMMENDATIONS OF THE JOINT COMMITTEE**

- 4.1 Written or minuted Joint and Safety Committee recommendations shall be submitted by the Co-chairs, to the appropriate Department Head(s) and they shall respond in writing within 14 days. Failing to respond or an unsatisfactory response within 14 days, then the recommendation will be

referred to the City Administrator by the Co-chairs. The City Administrator shall respond to the recommendation in writing within 7 days. Should an unsatisfactory or no response be received the Co-chairs shall convene a meeting of the Joint Committee within 5 working days to determine if further actions as set out in section 9 (39) of the OH&S Act should be taken.

## **ACCIDENTS AND ACCOMPANIMENT**

- 5.1 The Joint Committee will designate members, and alternates if required, chosen by those they represent to investigate all serious workplace accidents as well as incidents that have the potential for a serious accident, e.g. critical injury, death. The inspection team will be responsible for overseeing that the requirements prescribed in Section 51 and 52 of the OH&S Act and Section 5 and 6 of the Regulations for Industrial Establishments are carried out.
  
- 5.2 The appropriate Joint Health & Safety Committee member who inspects that work area will accompany the Ministry of Labour inspector, while carrying out Ministry inspections of the workplace, unless that member is not working at the time or is otherwise not available in a reasonable period of time. In that case, another member will accompany the inspector.
  
- 5.3 The members of the Joint Committees

representing workers shall designate a worker member for the union local or alternate(s) if required, to be present during work refusal investigations.

- 5.4 Management shall advise the Joint Committee of proposed workplace testing strategies related to hygiene. A worker member of The Joint Committee shall be entitled to be present at the beginning of testing of any equipment, machine, device, article, thing, or material or biological, chemical or physical agent in or about a workplace.

### **MINUTES OF MEETING**

- 6.1 Management shall provide or designate a secretary for the Joint Committee meeting to:
- take minutes
  - advise Co-Chairs of quorum
  - be responsible for having the minutes typed, circulated to the Co-chairs to be reviewed, and edited where necessary within two calendar weeks of the meeting or as the Committee may from time to time instruct once the Co-chairs have reviewed the minutes the secretary will circulate the draft minutes to committee members.
- 6.2 Draft minutes will be reviewed and approved at the following Joint Committee meeting then signed by the Co-chairs and circulated to the Administrative Assistant in each area for posting



on departmental bulletin boards.

- 6.3 Agenda items shall be identified by a reference number, and be readily available in a proper filing system. Names of Joint Committee members shall not be used in the minutes except to record attendance.

### **QUORUM**

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

### **PAYMENT FOR ATTENDANCE AT MEETINGS**

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

### **MEETING AGENDA**

- 9.1 The Co-Chairs will prepare an agenda and forward a copy of the agenda to all the Joint Committee members at least one week in advance of the meeting.

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

### **GENERAL**

- 10.1 All employees will be required to discuss any health and safety concern with their immediate supervisor before bringing it to the attention of the Joint Committee.
- 10.2 The Joint Committee members will thoroughly investigate all complaints to get all the facts and will exchange these facts when searching for resolution to the complaint. All complaint resolutions will be reported to the Joint Committee and will be recorded in the meeting minutes.
- 10.3 Medical information will be kept confidential by all The Joint Committee members and alternates.
- 10.4 Any amendments, deletions or additions to these Terms of Reference must have the consensus of

the total Joint Committee. The Co-Chairs with consensus of the Committee will be present any amendments, deletions or additions of the Terms of Reference for approval of the respective parties Reference 1.1 and the Minister of Labour, and maybe attached as an Appendix to the Terms of Reference.

- 10.5 Please note: These Terms of Reference provide a framework for effective functioning of Joint Health and Safety Committees, however, they do not limit the function of the JHSC. Reference can be made to the *Occupational Health and Safety Act* and its Guidebook.
- 10.6 (a) This guideline agreement respecting the Joint Committee Terms of Reference must be mutually submitted to the attention of the Minister of Labour for inspection and approval, pursuant to Section 9 (3) of the *Occupational Health and Safety Act*.
- (b) The Minister of Labour reserves the right to withdraw the sanction of the Joint Committee arrangement after consultation with the parties, if the arrangement is or the committee structure becomes dysfunctional.
- 10.7 Subject to the introduction of new Legislation, these Terms of Reference shall be reviewed by the Joint Committee on an annual basis.

# APPENDIX "C"

## Corporation of the City of Guelph JOB POSTING APPLICATION FORM

### CUPE Local 241

#### INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED.

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

JOB APPLIED FOR \_\_\_\_\_ POSTING #: \_\_\_\_\_

NAME: \_\_\_\_\_ Employee No.: \_\_\_\_\_

Current Position: \_\_\_\_\_

Start Date in Current Position: \_\_\_\_\_

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

My qualifications for this position are:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

**THE CORPORATION OF THE CITY OF GUELPH  
“The Employer”**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
241  
“The Union”**

The parties agree to the following with regard to the operation of apprenticeship programs at the City of Guelph concerning employees in the bargaining unit.

1. Where there are positions that would benefit from an apprenticeship program, the City and the Union will meet to discuss the terms of the apprenticeship program, which may vary across departments and apprenticeships.
2. The City will ensure that the apprentice will be given the necessary on-the-job practical training.
3. CUPE Local 241 Journey employees will participate in the on-the-job training program of the apprentice.
4. The City agrees that upon an employee providing evidence to the City that they have satisfied the requirements of the “Apprenticeship and Trades Qualifications

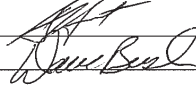
Act" to become a fully qualified tradesperson, an employee who has served their apprenticeship while in the employ of the City shall receive the rate of pay of the applicable journeyman rate, when required to perform the work of a journeyman.

5. The City and the Union agree that if an apprenticeship is dissolved, depending on the department and the apprenticeship position, the candidate may remain in their position, or if there is no defined position, they will be given bumping rights.
6. The City will be responsible for the apprentice's wages, tuition fees (as applicable), lodging (when approved), text books and associated costs consistent with the City's expense policy.

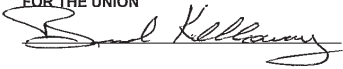

This letter of understanding is subject to final ratification of the 2009 Collective Agreement.

**Signed at Guelph, Ontario this 19<sup>th</sup> day of January, 2009.**

FOR THE CORPORATION

  
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\_\_\_\_\_

FOR THE UNION

  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"**

**AND**

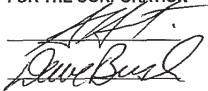
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
"The Union"**

**SUBJECT: Ten (10) Hours Shift**

The parties agree to commence discussion on the implementation of a 10 hour shift/four day work week, for a trial period for the term of this contract. Discussions will include, but not necessarily be limited to, which operations will participate, the duration of the trial period, the 10 hours comprising the shift, how affected employees may be accommodated to facilitate the trial and the parameters by which the trial will be evaluated at its conclusion. The parties further agree that said discussions will occur as soon as practicable upon ratification of the Collective Agreement.

**Signed at Guelph, Ontario, this 21st day of January,  
2009.**

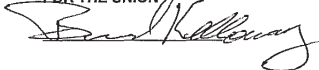
FOR THE CORPORATION



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FOR THE UNION



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**LETTER OF AGREEMENT**

***BETWEEN***

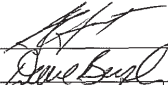
**THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"  
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
"The Union"**

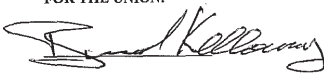
Full-time and permanent part-time employees may purchase a Guelph Transit bus pass on a monthly basis at a 50% discount off the transit rate. If an employee who is entitled to a City/Library parking pass in a designated City/Library parking lot wishes to relinquish that pass, they will be provided a transit bus pass at no cost, subject to the memo of January 25, 2006.

**Signed at Guelph, Ontario, this 28th day of  
November, 2008.**

FOR THE CORPORATION:

  
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FOR THE UNION:

  
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## LETTER OF UNDERSTANDING

### BETWEEN

THE CORPORATION OF THE CITY OF GUELPH  
“The Employer”

### AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
“The Union”

During the term of the current collective bargaining agreement, both the Employer and Union hereby agree to develop, introduce and evaluate a clothing replacement protocol in lieu of the provisions set out in 31:05 *Uniform Clothing Allowance*. The protocol will consist of:

- the timely replacement of any worn-out, torn, ripped, punctured or otherwise faded, tattered or unsafe clothing upon presentation of same to the employee's immediate supervisor;
- an agreed upon definition of what constitutes a standard issue for employees in each position of the bargaining unit;
- an agreed upon point allocation which permits employees to acquire specific clothing items not included in the agreed upon standard issue.

For the purposes of this undertaking, it is further agreed that a committee will be established consisting of three (3) Union representatives and three (3) Employer representatives for the purpose of:

- developing and executing the replacement protocol;
- developing agreed upon evaluation parameters;
- acting as a forum for any expressed concern by employees or the City regarding the replacement protocol

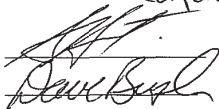
Whereas the development of a replacement protocol may take a number of months to achieve, it is further agreed the provisions of clause 31:05 will be in effect for the first year of the contract only, with the replacement protocol being implemented as soon as it is developed.

This letter of understanding is subject to final ratification of the 2009 Collective Agreement.

**Signed at Guelph, Ontario this 19<sup>th</sup> day of January, 2009.**

FOR THE

Corporation DB




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FOR THE

Union



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**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE CORPORATION OF THE CITY OF GUELPH**  
**“The Employer”**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241**  
**“The Union”**

**Subject: Fleet Maintenance 12 a.m. to 8 a.m. Shift**

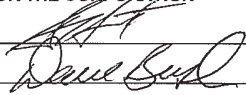
To address Operational requirements, a third Lead Hand position will be created to oversee an additional shift that will be added to the Fleet Operations area, that being five (5) consecutive shifts, eight (8) hours per day, twelve (12) midnight to eight (8) a.m. Monday, 12:00 a.m. through Friday 8:00 a.m., hereafter referred to as “the night shift”. There will be four (4) Licensed Automotive/Truck and Coach Technicians on the day and afternoon shift. There will be no reduction in the number of positions on the day or the afternoon shift, to augment the night shift.

The Lead Hands – Fleet Services, the Licensed Automotive/Truck & Coach Technicians and the Auto service positions will rotate through all three shifts (nights, days and afternoons) subject to a posted schedule. This change will not be implemented until the recruitment process is completed.

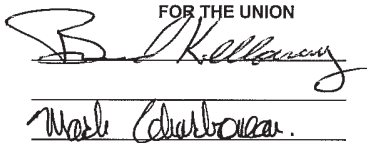
Through the current collective bargaining process; changes to Article 23:03 C i) will be amended, mutually agreed to by the parties and ratified by the membership.

**Signed at Guelph, Ontario this 19<sup>th</sup> day of January, 2009.**

FOR THE CORPORATION

  
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FOR THE UNION

  
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LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"

AND

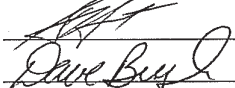
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
"The Union"

**Subject: Winter Sidewalks - Temporary Seasonal Employees**

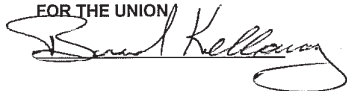

It is agreed the City may hire temporary employees to clear snow from or apply de-icer sidewalks. The temporary employees would have no guarantee of minimum or maximum number of hours of work per week. The rate of pay for the first eight (8) hours of work will be at the regular rate, for any hours worked after eight (8) hours will be at time and one half (1 ½) to a maximum of twelve (12) hours per day. Article 19:01 b) and 19:02 applies.

**Signed at Guelph, Ontario this 27th day of January, 2009.**

FOR THE CORPORATION

  
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FOR THE UNION

  
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LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH  
"The Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
"The Union"

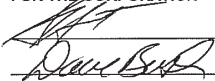
**Subject: Grandfathered Operators**

Any employee who has been grandfathered with the Ministry of the Environment, MOE Certification that may be required by the MOE to re-write their classification examination, will not have their wage rate reduced in the event that they fail to maintain their MOE Certification at their current grandfathered level.

It is understood that the employees will have to maintain at the very least an MOE Certification Level One (1), in order to function as an operator.

**Signed at Guelph, Ontario this 12th day of February, 2009.**

FOR THE CORPORATION

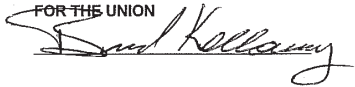


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FOR THE UNION



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# LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH  
“The Employer”

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241  
“The Union”

## **Subject: Overtime Waste Resource Innovation Centre**

Employees at the Waste Resource Innovation Centre shall be expected to volunteer to work overtime to handle increased volumes of work in compliance with the Certificate of Approval. After eight (8) months of the signing of the Memorandum of Settlement, if employees do not volunteer to work the required overtime, the Union agrees to the following terms.

Article 25:08 would be amended as follows:

Employees at WRIC shall be required to work overtime to handle increased volumes of work. At least seven (7) working days advance notice will be given for scheduled overtime subject to the following:

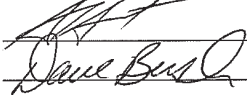
- a) The parties will develop an overtime rotation system for the orderly distribution of any available overtime hours. This rotation system will be developed and agreed to by

the parties.

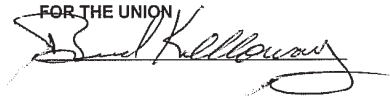

- b) Employees may be required to work a maximum of twelve (12) hours of overtime a week.
- c) An employee may decline overtime to a maximum of four (4) times per calendar year.
- d) The employer would give forty-eight (48) hours notice if an overtime shift is to be cancelled or the employer would be obligated to pay three (3) hours at the overtime rate of pay.
- e) Such overtime requirements shall be only those circumstances that are required for the City to remain in compliance with the Certificate of Approval.

**Signed at Guelph, Ontario this 12th day of February, 2009.**

FOR THE CORPORATION

  
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FOR THE UNION

  
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## Notes



## Notes





## Notes

# 2009

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

# 2010

January						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September							
S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December							
S	M	T	W	T	F	S	
				1	2	3	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

# 2011

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

# 2012

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March							
S	M	T	W	T	F	S	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June							
S	M	T	W	T	F	S	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

