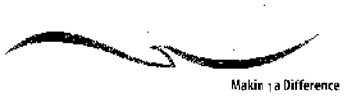
COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF GUELPH

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973





February 1, 2025 to January 31, 2028

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ARTICLE 1:00 PURPOSE

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

ARTICLE 2:00 SCOPE

2:01 (a) The City recognizes the Union as the sole and exclusive bargaining agent for all its employees in the following service areas: Corporate Services; Infrastructure, Development and Enterprise Services; Public Services; Office of the Chief Administrative Officer, except the following:

(i) The Chief Administrative Officer, Deputy Chief Administrative Officers and Directors
(ii) All Professional Engineers
(iii) All employees of the Human Resources Department
(iv) All General Managers, Managers and Supervisors
(v) All Project and Program Managers
(vi) All employees included in CUPE Local 241, the Amalgamated Transit Union Local 1189, the Guelph Professional Firefighters' Association, the Ontario Public Service Employees Union Local 231 and IATSE Local 357
(vii) Executive Assistant to the C.A.O., Executive Assistant to the Mayor, Executive Assistants to the D.C.A.O.'s, Communications Assistant – Mayor's Office, all Administrative Assistants, all Administrative Coordinators, all Managerial Assistants and all Service Performance Development Analysts and Coordinators
(viii) The following staff:

CAO's Office: Internal Auditor, Project Coordinator, Policy Advisor, Solicitor, Deputy Solicitor, Associate Solicitor, Realty Planning Specialist, Law Clerk, Risk Management Specialist, Business Performance Specialist, Social Services Program Liaison

Clerks: Council Committee Coordinator, Council Committee Assistant, Deputy City Clerk, Information & Access Coordinator

Corporate Communications: Communications Advisor, Communications Specialist

Court Services: Prosecutor, Assistant Prosecutor

Finance: Senior Corporate Analyst, Junior Corporate Analyst, Corporate Analyst, Financial Analyst, Purchasing Agent, Corporate Asset Management Analyst

Information Technology: Applications Analyst, Business Relationship Advisor, Business Systems Analyst, Corporate Database Architect, GIS Analyst, Infrastructure Specialist, Network Specialist, Security Specialist, Server Specialist, Webmaster

Building Services: Technical Services Specialist

Engineering Services: Sourcewater Risk Management Official

Economic Development: Downtown Renewal Officer, Downtown Development Officer

Facilities Management: Building Performance Specialist, Project Specialist

Wastewater Services: Computer Maintenance Specialist

Water Services: Compliance Coordinator, Quality Assurance Coordinator, Water Certification Specialist, Water SCADA and Security Specialist

Parks and Recreation: Business Analyst

Culture, Tourism & Community Investment: Project Specialist (LIP), Museum Curator

Emergency Services: Commander, Fire Chief, Deputy Fire Chief, EMS Chief, Deputy EMS Chief, Paramedic Field Supervisors

Operations: Fleet Asset Safety and Efficiency Trainer

Transit: Sales and Marketing Coordinator, Route Performing and Scheduling Specialist

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

(b) When a new position is created or when a vacancy of a temporary or permanent nature occurs inside the bargaining unit the employer shall immediately notify the Union in writing with a copy of the job posting. When the Employer intends to remove a position from the bargaining unit the Employer shall provide the Union with as much advance notice as possible, but no less than sixty (60) days advance written notice.

2:02 A member of the Union executive will be given a maximum of Sixty (60) minutes during working hours to orient the new employees regarding benefits and duties of Union membership to a maximum of six (6) times per year.

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

2:04 The City recognizes that supervisors 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 employees, except as mutually agreed in writing.

2:05 Where the City wishes to use volunteers in any work covered by the collective agreement, their use and placement shall not displace any bargaining unit employees or result in the loss of hours of work for any employees.

ARTICLE 3:00 MANAGEMENT'S RIGHTS

3:01 The Union recognizes that it is the right of the City to:

(a) Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable policies and procedures to be observed by its employees, providing that such policies and procedures 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, layoff, and recall.

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

3:02 The City shall at all times exercise its rights in a fair and reasonable manner consistent with the general purpose and intent of this agreement and subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure

ARTICLE 4:00 NO DISCRIMINATION OR WORKPLACE HARASSMENT

4:01 (a) The City agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any other representative with respect to any employee because of the employee's membership in the Union. The City further agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap or political or religious affiliations.

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

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

- unwanted touching
- suggestive remarks, gestures or staring
- verbal abuse
- compromising invitations
- requests or demands for sexual favours
- physical assault
- derogatory or degrading remarks directed toward members of one gender or one sexual preference group.

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

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

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

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

(f) An individual shall, at all times, retain their right to lodge a formal complaint of harassment under the Ontario Human Rights Code. In the event an individual lodges a formal complaint under the Human Rights Code, the grievance shall no longer apply and action commenced under the grievance procedure shall cease forthwith.

(g) 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 formal complaints and subsequent formal investigations, 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.

4:02 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.

4:03 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 5:00 UNION ACTIVITIES

5:01 (a) The Union agrees that there will be no Union activity or solicitation for membership during regular working hours.

(b) Permission may be granted to the Union for a meeting room where they can meet privately with Union members.

ARTICLE 6:00 CORRESPONDENCE

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

ARTICLE 7:00 MAINTENANCE OF CHECK-OFF

7:01 (a) It is agreed that all employees who are eligible to be in the bargaining unit, shall be required to pay from their date of hire an amount equal to the current weekly Union dues, whether a member or not, so long as the Union is the recognized bargaining agent. It is further agreed that the City will deduct from the wages of each employee a sum equal to the current weekly dues and remit the money to the Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by a list of names (in alphabetical order by last name) showing from whom deductions were made and the department in which they work, and their classification whether the employee is probationary, permanent or temporary.

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

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

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

ARTICLE 9:00 GRIEVANCE COMMITTEE

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

ARTICLE 10:00 ASSISTANCE OF THE UNION

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

ARTICLE 11:00 COMMITTEES AND STEWARDS

11:01 The Union acknowledges that Members of Committees and Union Officers have regular duties to perform on behalf of the City. Such persons shall not absent themselves from their work without first obtaining permission from their Supervisor in order to deal with the grievance of employees or with other Union business. In accordance with this understanding, the City shall not make any deductions from such employees for the time so spent.

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

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

ARTICLE 12:00 GRIEVANCE PROCEDURE

12:01 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.

The employee is strongly encouraged to first discuss the issue with their immediate supervisor. If the complaint is not settled to the satisfaction of the employee within five (5) working days following their notification to the appropriate Supervisor, they may proceed to Step One of the Grievance Procedure.

Grievances shall be dealt with in the manner outlined below, providing such grievances are in writing, signed physically or electronically 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.

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

Step 1
The employee shall submit the grievance to 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 Human Resources Advisor.

The supervisor shall, within five (5) working days, convene a meeting with the grievor, accompanied by their Union Representative to discuss the grievance. A written reply to the grievance will be sent to the employee, the President, Vice President and Chief Steward, within five (5) **working** days following the meeting. Failing settlement at this step, Step 2 may be invoked.

Step 2
Within five (5) working days of receipt of the response in Step 1, the Union shall notify the Human Resources Advisor or designate of their intent to proceed to Step 2. 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's Grievance Committee.

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

Any grievance of a notice of layoff or layoff shall be filed with the Human Resources Department and shall be heard in a meeting at Step 2 of the grievance procedure.

Optional Meeting
Following receipt of the decision of the City at Step 2, the Union and the City may mutually agree to convene a consultation meeting of the grievor, the Union President or designate, and Union-assigned Steward with the Manager of Labour Relations and Customer Service or designate and the Department Manager or designate 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 will be extended to accommodate this consultation meeting. This meeting is optional, not mandatory, and requires the mutual agreement of the parties.

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

12:03 A policy grievance arising between the Union and the Employer over the interpretation, application or alleged violation of the collective agreement, shall be commenced at Step 2 within fifteen (15) working days of the alleged violation of the collective agreement.

12:04 Grievance Mediation:
Following receipt of the response from the City at Step 2 the parties may, with mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to

arbitration. The costs of any such grievance mediator shall be shared equally by the parties. In the event a grievance is forwarded to mediation, the parties agree to meet within ninety (90) days, subject to the mediator's availability.

ARTICLE 13:00 DISCIPLINE, SUSPENSION AND DISCHARGE

13:01 Employees shall be accompanied by a Union representative at meetings where disciplinary matters are investigated or meetings where discipline, suspension or termination are administered.

(a) The City shall commence an investigative process with an employee within ten (10) working days upon receipt of an expression of dissatisfaction concerning their work performance. The Union will be provided a copy of the written complaint, or a transcript of the complaint if it is verbal.

Initial discussions between the Supervisor and the employee to establish the merit of a complaint or performance concern does not constitute a meeting for which union representation is required. These discussions will not take place in written or electronic form. Should the employee request union representation, the City will ensure a union representative is provided.

(b) At investigation meeting(s) or disciplinary meetings(s) involving verbal or written warnings, the City shall ensure that the employee is accompanied by a Union Steward.

(c) At investigation meeting(s) or disciplinary meetings(s) involving suspension or discharge, the City shall ensure that the employee is accompanied by up to two members of the Union Executive.

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

(e) Notice of the suspension or discharge shall be presented to the employee in person or when necessary sent to the employee's last known address. A copy will also be provided to the Union.

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

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

13:03 Any permanent employee may be suspended or discharged verbally. Such suspension or discharge shall be followed by a notification, in writing, to the Union and the employee, not later than 4:30 p.m. of the day the next business day.

13:04 When an employee has been suspended or dismissed, the employee shall have the right to meet with a member of the Executive of the Union for up to thirty (30) minutes, subject to the provisions of Clause 11:01. In the event that more time is required such requests from the Union will not be unreasonably denied.

13:05 Coaching Letter:

(a) A coaching letter may be 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. Should the coaching letter form a part of the employees Human resources file, a copy of the coaching letter will be provided to the Union.

Employee File:

(b) 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 their 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 their 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 their own personnel file shall make arrangements to do so with the Human Resources Department at least twenty-four (24) hours in advance.

Warnings and disciplinary notices shall be in writing and be part of an employee's file for a maximum of twenty-four (24) months from date of issue.

ARTICLE 14:00 MANAGEMENT GRIEVANCES

14:01 It is understood that the City may bring forward at any meeting with the Grievance Committee, any complaints or grievances, and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this agreement.

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

ARTICLE 15:00 ARBITRATION

15:01 (a) It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of the agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration, as defined in Section 48 of the Labour Relations Act.

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

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

ARTICLE 16:00 NO STRIKES OR LOCKOUTS

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

ARTICLE 17:00 SENIORITY

17:01 (a) Fundamentally, the rules herein respecting seniority are designed to give employees an equitable measure of security based on the employee's length of continuous service in the bargaining unit. Seniority shall be defined as the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit basis, and as set out in Article 17:07.

(b) Continuous service shall mean service that is not broken by an interval of more than five (5) working days without written permission from the Head of the Department. In the case of illness, absence must be supported by a doctor's certificate as outlined in clause 24:00.

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

(d) Permanent full-time employees are those:

(i) who have satisfactorily completed their probationary period, or
(ii) who have completed more than six (6) months of continuous service as a temporary full-time employee or up to fifty-two (52) weeks of continuous service when replacing an employee on pregnancy, parental or adoption leave, and where no extension to the temporary period has been agreed to by the City and the Union.

17:02 Probation Period

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

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

17:03 Seniority Applied to Promotions and Transfers:

(a) Promotions and transfers to jobs within the Scope of the agreement shall be from within the bargaining unit if suitable employees are available. For the purposes of this article, “suitable” is defined as having the skill, ability, experience and qualifications to do the work. If the skill, ability, experience and qualifications to do the work is approximately equal seniority shall govern. The Secretary of the Local will be advised as to pending transfers or promotions.

(b) In the event that one (1) or more employees apply for a job posting, suitable permanent full-time employees shall receive an interview. The three (3) most senior suitable applicants may be initially interviewed. If none of the three (3) most senior 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 internal suitable applicants have been interviewed.

(c) Where there are no suitable applicants for a job posting from within the bargaining unit but where the City makes the decision to consider applicants who may have some of the qualifications from within the bargaining unit, the City shall interview up to three (3) of the most senior applicants for the position, subject to the terms of this Article.

17:04 Seniority Applied to Lay Offs and Recalls:

In the event of layoff, as defined in Article 17:01, designed to permanently reduce the work force (not seasonal layoffs) 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 layoff.

(b) Three (3) months' notice of such layoff to employees who have five (5) years or more of continuous service with the Corporation at the time of layoff.

(c) Five (5) months' notice to those with ten (10) or more years of continuous service with the Corporation at the time of layoff.

(d) No employee shall be **laid off** until the employee is offered all temporary, seasonal and summer student employment.

No permanent employee shall be required to bump or be transferred to any position below the lowest occupied job class in Schedule "B".

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

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

(g) In the event of layoffs, all permanent employees, if qualified, will have the opportunity to bump any non-permanent employee.

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

17:05 Bumping Procedure:

(a) An employee being laid off may bump any employee below them in seniority of the same or lower classification provided that the employee bumping is qualified to perform the work which is available without re-training. For an employee bumping into a classification in a higher paid job grade (bumping up), **they may bump up if they have been successful in a recruitment process for that position within 2 years from the layoff notice date.**

(b) Provided there are no suitable internal applicants, prior to commencing the bumping procedure, an employee being laid off would choose an open position similar to work to which the employee is currently doing, provided the employee is qualified to perform the work and provided the open position is the same**,** higher **or lower** job pay grade. Should the affected employee elect this option, the parties agree that the placement into a vacancy represents an election to bump.

(c) For an employee bumping into a position in a work area with more than one (1) employee, the employee shall bump the least senior employee in that position.

(d) An employee being laid off wishing to bump must notify the Human Resources designate **as**

outlined in the bumping letter, within five (5) working days after receiving the layoff notification of their intention, in writing, noting the position, person and the department they wish to bump.

(e) An interview will be arranged with the employee who is exercising **their** seniority rights, the General Manager of the Department or their designate, a representative of Human Resources or their designate and a representative from the Union, to determine the status of the employee as soon as possible.

(f) The employee will be on trial period for up to sixty (60) working days. The employee has up to ten (10) working days to determine if the position is suitable to them. If not suitable, the employee has the right to exercise their seniority one (1) more time.

(g) If the employee is not granted the position sought through the bumping procedure, the employee has the right to continue the bumping procedure with respect to other positions.

(h) If the employee does not work out satisfactorily in the first position assumed through the bumping procedure within the trial period of up to sixty (60) working days, the employee has the right to continue the bumping procedure as detailed in 17.05 with respect to other positions, one (1) more time.

(i) If the employee does not work out satisfactorily in the second position assumed within the trial period of up to sixty (60) working days, then the employee must assume the layoff and is not eligible to bump again.

17:06 Job Posting:

(a) In the event new positions are created or vacancies occur in existing positions, the City will post notices of such positions or vacancies on bulletin boards in each department **and the internal website** for a minimum of five (5) working days prior to outside advertisement. **It is understood that all permanent vacant positions within the bargaining unit shall be posted within forty-five (45) working days, unless extended by mutual agreement.** No outside advertisement for any vacancy within the bargaining unit shall be placed until the applications of permanent employees available from within the bargaining unit have been fully processed, except with the prior agreement in writing with the Union. Should a position be re-posted within sixty (60) calendar days of the original posting the employer may place an outside advertisement at the same time as the posting.

All outside applications (letters, resumes, etc.) shall be placed in a confidential file in Human Resources until the applications from the bargaining unit have been fully processed. **All** applications sent directly to the Department must be sent to Human Resources. Any inquiries from outside applicants will be referred to Human Resources.

(b) All laid off employees will be notified by the City, in writing, of all new positions or vacancies. Such notice shall contain the title of the position, qualifications required, salary rate and increment range.

(c) It is recognized that the City may assign personnel to these vacancies on a temporary basis not to exceed forty-five (45) working days. **They can only** be extended by advance, mutual agreement of the parties in writing.

In the event that temporary positions are created or temporary vacancies occur in excess of the forty-five (45) days specified above, such positions shall be posted. Should a full-time employee from within the **bargaining unit** obtain the temporary position or vacancy, this shall be considered as a temporary transfer within the bargaining unit. At the end of the temporary placement, the employee will be reinstated to their previous position. **It is agreed that**

successful applicants to a temporary job posting within the bargaining unit will not be permitted to re-apply for a temporary vacancy within the bargaining unit for a period of nine (9) months, unless prior written permission is received from the General Manager of Human Resources or designate. This clause will not restrict an employee from posting into a higher temporary position within the bargaining unit.

In the event a temporary employee was placed into the vacancy on a temporary basis as per article 17:06(c) and is successful in securing permanent placement into the same position, after they pass the probationary period, their seniority date will be back dated to the original hiring date into the temporary placement for the same position.

(d) In the event that one or more employees apply for a position, suitable applicants will be interviewed. Interviews will be conducted by up to three non-Union staff including the supervisor and/or Manager of the department. During the interview, the Employer shall confine questions to matters directly related to the job for which the employee has applied.

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

(e) If through the internal and external recruitment process, no candidates were found who meet the qualifications for a position the City shall review the qualifications for the position and may make any such changes as deemed appropriate. The union will be notified of such changes, as well as any changes to the job evaluation resulting from changes to qualifications for the position. Once the position is revised, the position will then be reposted as "Revised". Selection for the "Revised" position will be made in accordance with Articles 17:03 and 17:06.

(f) In order to protect the privacy of employee information during the interview, no person other than those set out in 17:06 (d) shall be involved in the interview or selection process or be given access to any information about the employee's application for a job posting.

(g) A successful applicant to a permanent position from within the bargaining unit shall be subject to a trial period of sixty (60) days worked. During this time, the City will either confirm the employee in the new position if their services are satisfactory, or shall return the employee to their former position and wage rate without loss of seniority. Within the first thirty (30) days worked, should the employee so wish, they shall be returned to their former position and wage rate, without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.

(h) Courtesy Postings:

All job postings within Local 241, Local 973, Local 1946 Library, A.T.U. Local 1189, and Guelph Professional Firefighters will be posted on the infonet. It is understood that posting outside of the Local in which the vacancy exists, is a courtesy posting only.

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

17:07 Transfers to Positions Outside the Bargaining Unit

(a) Transfers to Non-Union Positions with the Corporation of the City of Guelph: An employee may accept a transfer to a non-Union position with the Corporation of the City of Guelph, outside of the scope of the CUPE 973 collective agreement, for a period not to exceed **twenty-four (24)** months. **They will not be eligible for another non-union opportunity for a period of twelve**

(12) months.

The employee's accumulated seniority within the bargaining unit would be retained at the time of the transfer but they would not accumulate seniority, while in the non-Union position. When they return to their Union position, the employee would have their seniority at the time of the transfer and begin to accumulate seniority again. For clarity, individuals who transfer into non-Union positions will not accumulate seniority while in the non-Union position and as a result, their ranking on the seniority list may change.

Notwithstanding the single occasion limitation of **twenty-four (24)** months **with twelve (12) months back in their base job**, the single occasion limitation will be waived to address short-term assignments provided the total aggregate days per individual in such assignments does not exceed **forty-five (45)** working days.

The Corporation shall provide the Union with official notice of transfer, which shall include the start date and estimated date of return to the bargaining unit.

The employee or the Corporation could, upon giving two (2) weeks written notice, terminate the assignment and the employee would return to their pre-assignment Union position.

While in the assignment to a non-Union position, the employee would continue to pay union dues to CUPE Local 973.

(b) Permanent Transfers between CUPE Locals 241, 973 and 1946:

An employee transferred from CUPE Local 973 to CUPE Local 241 or CUPE 1946 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 of the month following the date of transfer. The employee shall be on trial for a period of up to sixty (60) days worked, with the Corporation reserving the right to confirm the transfer after a lesser period if the employee's services are satisfactory. If, in a period of up to sixty (60) days worked, the employee's services are not satisfactory the employee shall be returned to their former position, and any other employee who has been promoted or transferred because of this re-arrangement shall be returned to their former position at their previous wage rate and without loss of seniority.

(c) Temporary Transfers Between Locals:

Temporary transfers between CUPE Locals 973, 241 and 1946 shall be for a period not to exceed six (6) months. An extension may be granted in writing by all parties for the period not to extend beyond one (1) year. 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.

17:08 Loss of Seniority:

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

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

(b) is absent for more than three (3) consecutive working days without permission or a reasonable explanation;

(c) is discharged, and such discharge is not reversed through the grievance procedure;

(d) is laid off continuously for a period of more than thirty-six (36) months, or one-half of their seniority, whichever is the lesser;

(e) has been laid off and fails to return within ten (10) working days after notification to do so has been sent to the employee by registered mail, or by such other method that is appropriate at the time to the last address on record with the City. It is the obligation of the employee to maintain an address at which registered mail can be received by him or on his behalf at all times;

(f) fails to return to work upon the termination of leave of absence without a reasonable explanation.

17:09 Seniority List:

A Seniority List will be established for all employees covered by this Agreement who have completed their probationary period, based upon each employee's last date of hiring. It is agreed that such Seniority List shall be revised and posted not later than January 15th and June 15th of each year. Such list to show the seniority of the employees, effective the first of the year and the first of June and a copy will be filed with the Secretary of the Union. This list will include the name of the employee, the respective date of hire and will be considered as correct if not questioned within fifteen (15) working days of posting. At the end of fifteen (15) days the Seniority List shall be removed and all errors and omissions shall be corrected and the Seniority List shall be re-posted with the corrections made, within fifteen (15) days.

17:10 Transfers to Positions in the Bargaining Unit from Outside the Bargaining Unit:

Except as provided in Article 17:07 an employee who is not a member of the bargaining unit, has service with the City and is promoted or transferred into a bargaining unit position shall carry all vacation or other service credits with them. Seniority shall commence on the date of entry into the bargaining unit. An employee who is not a member of the bargaining unit who is promoted or transferred to a bargaining unit position shall be paid the applicable rate of pay for the position as set out in Schedule “A”.

17:11 Temporary Employees:

(a) A temporary employee is a full-time employee or permanent part-time employee who has been hired by the City to work the regular number of hours in the department for a specified time period of six (6) months or less, to perform work that is strictly of a non-recurring short duration, or to replace employees who are absent due to illness, injury or leaves of absence under this agreement, or for a leave of absence of up to fifty-two (52) weeks only to replace an employee on pregnancy, parental/adoption or Union leave.

(b) Any temporary employee retained for more than six (6) months, or for a leave of absence of up to fifty-two (52) weeks in the case of illness, injury or a pregnancy, parental, adoption or Union leave replacement shall automatically become a full-time permanent employee or a permanent part-time employee, as the case may be unless an extension to the temporary period has been agreed to by the City and the Union. The time they have worked as a temporary employee will not be counted for seniority purposes.

(c) Extension of Periods:

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

(d) Temporary Employees Will Not Receive Preference to Full-time Employees:

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

(ii) The City shall not use employees who work less than twenty (20) hours per week to perform any work of the bargaining unit in temporary vacancies or as temporary employees as set out in Article 17:06 (c) and as set out in Article 17:11.

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

(iv) No temporary employee shall work more than one (1) period of temporary employment as set out in Article 17:11 (a) unless by prior agreement by the parties in writing.

17:12 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 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 right to bump under Article 17:05.

ARTICLE 18:00 BULLETIN BOARDS

18:01 The City shall provide space on bulletin boards upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 19:00 LEAVES OF ABSENCE

19:01 Union Leave:

(a) Upon ten (10) working days' written notice, except in cases of emergency, leave of absence without pay or loss of service credits and seniority will be granted for employees or Union Officials to attend Union Affairs up to a total of eighty (80) working days per year. The Employer shall continue to pay all wages, benefits and credits to such employees and the Union shall reimburse the Employer for wages.

(b) The Corporation shall be reimbursed for wages by the Union. The Corporation is hereby freed of all responsibility to the employee in the application of this clause. It is understood that this clause is in the Agreement for the convenience only of its employees and the employee shall sign a waiver agreeing to these provisions before commencing on such leave.

(c) Upon thirty (30) calendar days' advance notice to the General Manager of the Department

and the General Manager 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 two (2) years 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.

19:02 Bereavement Leave:

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

(a) Up to five (5) working days at the time of the death or funeral: Spouse, common-law spouse, child, step-child, legal dependent, parent, step parent, **(step)** grand parents, **(step)** grandchildren, **(step)** siblings.

(b) Up to three (3) working days at the time of the death or funeral, **(step)** son-in-law, **(step)** daughter-in-law, spouse's **(step)** parent.

(c) Up to two (2) working days at the time of the death or funeral: **(step)** Brother-in-law, **(step)** sister-in-law, spousal **(step)** grandparent, **(step)** aunt, **(step)** uncle.

(d) 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 and shall at the discretion of the Director of the Department or their designate and shall be based on the required travelling time to the funeral.

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

(f) Leave in (a), (b), (c) or (d) may be extended by application to the General Manager of the Department or their designate, taking into consideration the employee' s situation. Such additional leave shall be deducted from the employee's sick leave credits. If the employee has insufficient entitlement, they may request to be paid from their earned vacation, stat lieu bank, banked overtime or floater bank. Permission for such additional leave shall not be unreasonably withheld.

(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 one (1) day.

(h) Up to one day (1) to attend funeral as a pallbearer. Where additional time is required by an employee to attend a funeral as a pallbearer, an employee may request to use personal hours, vacation time, or banked lieu time. Such requests shall not be unreasonably denied.

19:03 Personal Leave:

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.

19:04 Jury/Witness Leave:

(a) Notice of ten (10) working days is to be given to the Supervisor, if an employee is summoned to appear as a juror or witness.

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

(c) If an employee is obligated to appear as a witness because of the employee' s employment with the City, the City shall reimburse the employee for all reasonable expenses incurred upon proper receipts being provided to the City. If all or any portion of the expenses is being recovered from another source, such funds shall be deducted prior to any monies being paid by the City.

19:05 (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 OMERS) for the seventeen (17) week pregnancy leave. The employer contribution to OMERS will be continued unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions.

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

(b) Parental Leave/Adoption Leave:

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

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

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

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

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

The employee must provide the employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and service benefits during the parental leave. The employer shall continue to pay the premium for all applicable benefits (does not include OMERS) during the thirty-five (35) week parental leave. The Employer contribution to OMERS will be continued unless the employee gives written notice that the employee does not intend to pay the employee's contributions. An employee who is prevented from returning to work by reason of personal illness at the end of the thirty-five (35) week parental leave of absence shall then be considered to be on leave of absence due to illness. Said illness must be justified through presentation to the City of a medical certificate stating reason for illness and expected return to work date. Where the Collective Agreement is silent, the *Employment Standards Act* applies.

(c) The position left vacant by the employee on pregnancy/ parental/ adoption leave may be filled by:
i. the use of temporary employees;
ii. dividing the work among the other members of the staff, with the agreement of the Union.

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

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

19:06 Employee's Leave at the Time of Partner's Birth of their Child:

A paid leave of absence of up to two (2) days will be granted to an employee at the time of their partner's birth of their child. This applies to any two (2) working days in the day preceding the birth, the day of the birth or the two (2) days following the birth.

19:07 Employer's Supplemental Unemployment Benefit Plan (SUB Plan). The following will be applicable to Maternity/Parental leaves:

(a) A full time employee who applies for and qualifies under Article 19:05, 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.

(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) The SUB plan benefit will be calculated based upon the standard parental benefits, regardless if the employee elects the extended parental benefits under EI.

(d) 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 cannot 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 19:05 b).

19:08 Employer's Supplemental Unemployment Benefit Plan (SUB Plan). The following will be applicable to Compassionate Leaves commencing February 1, 2015, and thereafter.

(a) A full time employee who applies for and qualifies for Employment Insurance benefits, for a Compassionate Leave, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of up to eight (8) weeks.

(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 eight (8) weeks providing:

- The employee has completed their probation period on the date the leave is to commence.
- The employee qualifies for EI Compassionate benefits and continues to receive EI benefits for the eight (8) 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 the approved leave period, will be obligated to repay to the City all monies paid under the SUB plan. In the event that the employee cannot return to work due to illness, the employee shall not be considered to have failed to return from the leave.

ARTICLE 20:00 VACATIONS

20:01 Vacation Entitlement:

Effective January 1, 2026, for calculation purposes, the vacation year is January 1 to December 31. Employees shall receive an annual vacation with pay based on their years of service as outlined below.

Upon hire, all new employees will receive prorated vacation based on their date of hire, calculated at 1.25 days per month of service. Starting the following January 1, they will be entitled to their full three weeks of vacation.

(a) **Employees with one (1) year of continuous service, as of December 31st shall be entitled to three (3) weeks' vacation;**

(b) **Employees with seven (7)** years of continuous service**, as of December 31st shall be entitled to four (4) weeks' vacation**;

(c) **Employees with fourteen (14)** years of continuous service **as of December 31st shall be entitled to five (5) weeks' vacation**;

(d) **Employees with twenty (20)** years of continuous service **as of December 31st shall be entitled to six (6) weeks' vacation**;

(e) 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 (6) weeks plus four (4) days' vacation after twenty-nine (29) years continuous service.

(f) Seven (7) weeks' vacation after thirty (30) years of continuous service.

An employee will be entitled to their vacation increase based on the following criteria:

Where an employee's anniversary date falls **between January 1st and June 30th**, the employee will **receive their increase the January prior to their anniversary date. Employees hired between July 1st and December 31st will receive their increase the January following their anniversary date.**

20:02 Vacation Accrual:

(a) Vacation entitlement is **front-end loaded. Employees may take vacation in advance of earning the actual credits. If an employee takes more vacation time than they have earned by the end of their employment (except in cases of retirement or death), the difference will be deducted from their final pay, and any remaining balance must be repaid. Conversely, if an employee has taken fewer vacation hours than earned, they will receive a payout for the unused portion of their vacation.**

All vacations taken shall be subject to customary vacation schedules and staffing needs of the department and the decision of the Supervisor.

Upon resignation, not including retirement, an employee may not use vacation or any other accruals after their last day worked. Any eligible accruals will be reconciled on the last pay.

Employees are not allowed to borrow vacation days from the next vacation year, nor can they have a negative vacation balance.

(b) In all disputes over vacation, seniority shall govern, providing that the vacation period has been reserved by **November** 1st for the following vacation. All employees with four and five weeks' vacation will take the fourth and fifth week at the discretion of the Department Head. Such approval shall not be unreasonably withheld.

(c) Vacation entitlement continues to accrue for:

- Absence(s) of less than thirty (30) calendar days.
- Sick leave covered by approved Short Term Disability
- Pregnancy leave.

- Parental/Adoption leave.
- Approved Union leave.
- Periods covered by Workplace Safety and Insurance Board payments to a maximum of one year's vacation entitlement in the year they return.

(d) Vacation entitlement does not accrue for:

- Time an employee is on an approved Long Term Disability leave.
- An authorized personal leave of thirty (30) calendar days or more or unauthorized absence(s).

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

(f) All requests for vacation not detailed by the vacation scheduling process, as per 20:02 (a), shall be responded to by the Supervisor within seven (7) business days upon receipt of request.

(g) If the employee has not submitted a request for all their current year's vacation entitlement by **September** 1, the supervisor and the employee would meet by **September** 30th to schedule the remaining vacation, exceeding five (5) days. All remaining vacation exceeding five (5) days must be taken by **December 31st**.

20:03 (a) Upon the death of an employee, **their estate** shall be entitled to **all outstanding** vacation pay.

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

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

ARTICLE 21:00 HOLIDAYS

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

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

(a) For employees working Monday through Friday, when specified holidays such as Canada Day, Christmas Day, Boxing Day or New Year's Day fall on a Saturday and/or 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 1st, to address the following twelve (12) months.

(b) When November 11th falls on a Saturday or a Sunday, one floater day will be given at a time mutually agreed to by the employee and the Department Head, and must be taken by June 30th, which is the end of the vacation year.

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

(a) one (1) full day to be scheduled between Christmas Day and New Year's Day; or

(b) one (1) full day to be taken as a floater in the period from January 1st to June 30th of the following year.

(c) Scheduling of (a) or (b) will be subject to Departmental requirements and shall be taken at a time mutually agreeable to the employee and the Supervisor.

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

ARTICLE 22:00 HOURS OF WORK AND OVERTIME

22:01 Basic Work Week:

(a) Employees covered by this Agreement shall work thirty-five (35) hours per week, seven (7) hours per day, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. at their basic rate of pay.

(b) An alternate seven (7) hour work day may be incorporated in any department, Monday through Friday, between the hours of 7:30 a.m. and 5:00 p.m. with mutual agreement of the Supervisor/Manager and the employee, subject to the approval of the department.

(c) An alternate thirty-five hour (35) work week may be incorporated in any department, Monday through Friday, between the hours of 7:30 a.m. and 5:00 p.m. with mutual agreement of the Supervisor/Manager and the employee, subject to the approval of the department.

(d) Any alternate work schedules outside (b) and (c) above, would be mutually agreed upon by the Employee(s), the Union and the Supervisor/Manager.

(e) An unpaid eating period for any work schedule will be a minimum one half (1/2) hour and a maximum one (1) hour.

(f) From July 1st to Labour Day each year the seven (7) hours of work per day at City Hall departments shall be between the hours of 8:00 a.m. to 4:00 p.m.

22:02 Exceptions to the Basic Work Week:

(a) The basic work week for the Surveyors and Construction Inspectors shall be as follows:

i. from the Sunday of the third full week of November to the Saturday of the first full week of April, Surveyors and Construction Inspectors shall work thirty-five (35) hours per week, composed of seven (7) consecutive hours per day.

ii. from the Sunday of the second full week of April, to the Saturday of second full week of November, Surveyors and Construction Inspectors shall work a forty (40) hours per week, eight (8) hours per day.

iii. Surveyors and Construction Inspectors on sick leave, vacation or paid

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

(b) **Lead By-Law Compliance Officers**, By-law Compliance Officers, **By-Law Compliance Dispatchers**:

The **employees** shall work an "averaged" forty-two (42) hour work week. The by-law operation schedule shall be based on twenty-four (24) hours per day, seven (7) days per week, utilizing twelve (12) hour shifts, as per the attached Schedule "C" of this collective agreement.

The following conditions will apply:

i. Non-accumulative sick time will be **sixty three (63)** hours per year and may be granted up to eight (8) additional hours per year provided they have unused entitlement from the prior year. **For each hour of sick time taken, the non-cumulative sick hour bank shall be deducted .875 per hour.**

ii. Vacation: The hourly vacation entitlement will be the number of week's entitlement, as per Article 20:01 times the average work week, which is forty-two (42) hours. Booking of vacation in one (1) week blocks (Sunday to Saturday) will be deemed to be forty-two (42) hours of entitlement. Vacation booked in less than full weeks (hours or days) will be deducted at 10.5 hours per day. **For time taken for less than one day at 10.5 hours, each hour booked for vacation will be deducted from the bank at .875 per hour.** Approval for vacation will be authorized subject to supervisor approval based on departmental requirements for staffing.

iii. Holidays: Work on paid holidays will be paid at straight time, as part of the salary for a forty-two (42) hour average work week. The twelve (12) paid holidays will be paid out as eight (8) hours per day **and the floater day will be paid out as twelve (12) hours or a total of one hundred and eight (108)** straight time hours with the first pay in December.

iv. If the employee is scheduled to work on a holiday, the employee may request to take the holiday or an alternate day within thirty (30) calendar days following the holiday, if the request to take the holiday is made prior to the holiday. Approval will be subject to supervisory approval based on departmental requirements for staffing. The holiday pay paid in the first week of December would be reduced by eight (8) hours per occasion.

v. **Employee** may switch from their existing platoon to the opposite platoon **with** agreement of **both** the employees and the Supervisor. To address operational issues, the Supervisor may switch **employees** to the opposite platoon by providing three (3) months' notice to the affected employees and the Union.

(c) Property Standards:

The standard work week for Property Standards Inspectors shall be thirty-five (35) hours per week, Monday to Friday, between the hours of 7:00 a.m. and 5:00 p.m.

For the purpose of performing functions at the Property Standards Appeal Committee, Property Standards Inspectors may be scheduled to work between 1:00 p.m. and 9:00 p.m., given two weeks' advance notice, mutually agreed upon by the City and the Union. Rescheduling of hours

will not take place more than 6 times per year per member.

(d) Solid Waste Compliance:

The standard work week for Solid Waste Compliance Officers shall be thirty-five (35) hours per week, Monday to Friday, between the hours of 6:30 a.m. and 5:00 p.m.

(e) House Technicians:

The standard work week for House Technicians shall be forty (40) hours per week, Sunday through Saturday.

Eating periods will be a minimum one half (1/2) hour and a maximum one (1) hour unpaid scheduled by the Supervisor. If a House Technician is required by the employer to work through their eating period for set-up, take down or any other work, the employee will be paid for the eating period at time and one-half (1.5) the basic rate.

Overtime will be paid on hours worked more than twelve (12) hours per day or forty (40) hours per week at 1.5 times the basic rate. Hours of work will be scheduled based on a minimum four (4) hours per day and a maximum of twelve (12) hours per day will be scheduled.

Holidays, clothing allowance and footwear allowance are provided for House Technicians, as per the applicable Article.

(f) Restaurant Coordinator:

The standard work week for Restaurant Coordinator shall be thirty five (35) hours per week, Sunday through Saturday.

Eating periods will be a minimum one half (1/2) hour and a maximum one (1) hour unpaid scheduled by the Supervisor. If a Restaurant Coordinator is required by the employer to work through their eating period, the employee will be paid for the eating period at time and one-half (1.5) the basic rate.

Overtime will be paid on hours worked more than twelve (12) hours per day or Thirty-Five (35) hours per week at 1.5 times the basic rate.

Hours of work will be scheduled based on a minimum four (4) hours per day and a maximum of twelve (12) hours per day will be scheduled.

(g) Solid Waste and Water Services:

The standard work week for Solid Waste and Water Services shall be thirty-five (35) hours per week Monday to Friday between the hours of 7 a.m. to 5 p.m.

To facilitate community outreach programs that occur between the months of March and September inclusive, Solid Waste/Water Services Staff may, according to the requirements of the operation, work alternate hours given two weeks' advance notice, but shall not be scheduled for more than seven (7) consecutive hours per day, five (5) consecutive days per week. Any hours outside this schedule shall be mutually agreed upon by the City and the Union.

For Water Operations Technicians (Distribution, Locates, Meters and Treatment/Maintenance) the standard work week shall be thirty seven and one half (37.5) hours per week (forty (40) hours per week with a half (1/2) hour unpaid lunch) Monday to Friday between the hours of 7 a.m. to 5 p.m.

(h) Traffic Engineering:

The standard work week for Traffic Engineering shall be thirty-five (35) hours per week Monday to Friday between the hours of 7 a.m. to 5 p.m.

The Adult School Crossing Guard Program staff shall be Monday to Friday, **up to** thirty-five (35) hours per week, **up to** seven (7) consecutive hours per day, between the hours of 6:30 am and 5:00 pm.

For the purpose of special events, traffic and signal studies, the staff may, according to the requirements of the operation, work alternate hours given two weeks' advance notice, but shall not be scheduled for more than seven (7) consecutive hours per day, five (5) consecutive days Monday to Saturday. Any hours outside this schedule shall be mutually agreed upon by the City and the Union. Furthermore, rescheduling of hours will not take place more than 6 times per year per member up to 5 working days.

(i) Parks or Recreation; or Culture, Tourism & Community Investment:

The standard work week for Parks or Recreation; Culture, Tourism & Community Investment shall be thirty-five (35) hours per week, Monday to Friday between the hours of 7 a.m. to 5 p.m.

One Customer Service Clerk III within Recreation will work 35 hours per week Tuesday to Saturday between the hours of 7 a.m. to 5 p.m.

For the purpose of special events, community outreach, public facility bookings and program registrations, employees in Park & Recreation and Culture, Tourism & Community Investment may work alternate hours, given two weeks' advance notice, but shall not be scheduled for more than seven (7) consecutive hours per day, five (5) consecutive days per week, between the hours of 7:00 a.m. and 1:00 a.m.

(j) Information Technology:

The standard work week for Information Technology staff shall be thirty-five (35) hours per week, Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m. For the purpose of performing functions at Council Meetings, employees in Information Technology may be scheduled to work 2 p.m. to 10 p.m., given two weeks' advance notice mutually agreed upon by the City and the Union.

(k) Service Guelph:

The standard work week for Service Guelph shall be thirty-five (35) hours per week, Monday to Friday, between the hours of 7:00 a.m. to 5:00 p.m. For the purpose of Special Events, employees in Service Guelph according to the requirements of the operation, may work alternate hours given two weeks' advance notice and shall not be scheduled for more than seven (7) consecutive hours per day, Monday to Friday. Any hours outside this schedule shall be mutually agreed upon by the City and the Union.

(l) Wastewater Services Division:

The standard work week for the Environmental Protection Officers shall be forty (40) hours per week, Monday to Friday between the hours of 7:30 a.m. to 6:30 p.m. with a 30-minute paid lunch.

The standard work week for Laboratory Staff within Environmental Services shall be thirty-five (35) hours per week, Monday to Friday between the hours of 7:30am -4:30pm with a 30-minute unpaid lunch.

(m) Security Guard:

It is understood between the parties that the current schedule will be maintained. Should there be additional full-time security guard positions added, any proposed schedule changed will be reviewed and mutually agreed upon by the Union and the Employer.

(n) EMS Scheduler(s)

The EMS Scheduler(s) shall work forty (40) hours per week, eight (8) consecutive hours per day, five (5) non-consecutive days per week, Sunday through Saturday between the hours of 7:00 am and 12:00 am.

All shifts will be scheduled on a rotational basis amongst the EMS Scheduler(s) to ensure operational coverage between the hours of 7:00 am and 12:00 am, Sunday through Saturday.

The alternate work schedules for EMS Schedulers will be created and mutually agreed upon by the Union and the Supervisor/Manager.

The EMS Schedulers will be notified of their work schedule with minimum 2 weeks' notice.

22:03 Overtime:

(a) The General Manager of a Department or their designate may require an employee to work more than the basic work week, as outlined in the Clauses 22:01 and 22:02.

(b) All time worked over seven (7) hours in one day or thirty-five (35) hours in one week will be paid at the overtime rates as specified in (f).

(c) If an alternate work arrangement has been mutually approved, overtime will be paid on hours worked outside of the agreed to alternate work hours.

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

(e) Meal Allowance:

When an employee is required to work two (2) or more hours' overtime, which is continuous from the normal work hours, the employee shall be entitled to a meal allowance of **fifteen** dollars (**$15**.00), on each such occasion. When an employee is called into work for unscheduled overtime and they work two (2) or more continuous hours, the employee shall by entitled to one (1) meal allowance for each occasion. For all employees who participate in an employer provided meal, they are not entitled to a meal allowance. For those Employees who are not able to participate due to dietary restrictions, they shall be entitled to a meal allowance.

(f) The following overtime rates will apply:

Monday to Saturday inclusive:
Time and one-half (1 ½ X)

Sundays:
Double Time (2X)
Holidays: Scheduled
Time and one-half (1 ½ X) plus the normal day's pay

Unscheduled
Double time (2X) plus the normal day's pay

(g) For employees on rotating shifts, one (1) 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.

(h) Overtime rates will not apply for the first fifteen (15) minutes following termination of the regular shift. Should approved overtime exceed fifteen (15) minutes payment shall be retroactive to the commencement of the overtime period.

(i) Employees may be scheduled to work on Easter Monday and Remembrance Day. In this case, the day will be paid at time and one-half for all hours worked plus the normal day's pay.

22:04 Lieu Time Option:

(a) At the option of the employee, the employee may declare if overtime is to be taken in pay or equivalent time off in lieu of pay.

(b) The overtime lieu bank shall not exceed two times the number of hours worked per week The number of hours banked shall be determined by the employee's weekly hours of work.

(c) Overtime may be banked to a maximum of two times the total number of hours worked in an employee's regular work week in a calendar year, except as approved by the Supervisor/Manager.

Lieu time may be taken at a time mutually agreeable to the employee and the supervisor.

22:05 Shift Premium:

(a) Shift premium shall be paid to all employees for scheduled regular hours worked between 5:00 p.m. to 7:00 a.m., Sunday through Saturday.

(b) In addition to the above, shift premium shall be paid to Parking By-law Enforcement Officers for all regularly scheduled hours of work on Saturday or Sunday.

(c) Shift Premium is $1.**90** per hour.

(d) Shift premium shall not be paid where overtime premiums apply.

22:06 Stand-by:

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

(a) Employees who are scheduled to be on stand-by must do so as part of their employment duties and this requirement shall form part of their job description.

(b) When on call, employees must be available to respond within thirty (30) minutes of receiving a call and be in a condition to perform the work required.

(c) The City shall pay a premium rate for all hours an employee is on stand-by of: **10% of an employee's regular hourly rate.**

Employees shall be provided with a communication device and a City vehicle while on stand-by. All employees called to work more than one hour prior to the beginning of a regular shift or separate from the ending of a regular shift, will be guaranteed two (2) hours pay at the prevailing

overtime rate except that where more than one call occurs within the two (2) hour period the time will be considered continuous.

(d) The period on stand-by shall be from end of employees shift Tuesday to start of employee's shift the following Tuesday and be assigned on a weekly, rotating basis.

Payment to an employee called out to the workplace to perform work shall commence upon the employee's acceptance of the call-out. This payment will end upon completion of the call at the work location. (For example, employees called out to the workplace to perform work will not receive pay for travel time for the return trip from the workplace to their residence.)

(e) Environmental Protection Officers who are on call and take the vehicle home for the convenience of the employer or by direction of the employer shall be paid a total of up to sixty (60) minutes travel time per workday at the applicable rate. Time spent travelling during the course of the workday or the on-call period is considered to be work time and shall be entitled to be paid travel time.

(f) In recognition of the fact that employees who are required to be on stand-by are committed on a regular basis to be available for call-out on weekends, it is agreed that these employees may have the option to take the earned portion of overtime as time off in lieu to a maximum of one week per year. Requests to take lieu time must be made in writing at least two weeks in advance of the date of the request. Such requests will not be unreasonably denied.

22:07 (a) An employee who has worked the thirteen (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.

(b) 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 immediately before their regularly scheduled shift, the employee shall be entitled to downtime if:

i. The work was of a duration exceeding two (2) hours; and
ii. The Employee had to attend the work location or site; and
iii. If the call to work was greater than three (3) hours prior to the start of the regularly scheduled shift.

If the downtime overlaps with the regular scheduled 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, 8:00 a.m. to 4:00 p.m., called in at 8:00 p.m. and worked until 2:00 a.m. The employee would report for their regularly scheduled shift at 10:00 a.m. The regular hours from 8:00 a.m. to 10:00 a.m. will be paid at the regular rate. The employee then works from 10:00 a.m. to 4:00 p.m.

ARTICLE 23:00 WAGE RATE CLASSIFICATION

23:01 Attached to this Agreement and forming an integral part thereof shall be Schedule "A" - CUPE Local 973/City of Guelph Internal Equity Salary Grid and Appendix "A" - Salary Administration Notes, setting forth the wage rates and job grades and classifications. All employees covered by this Agreement shall be paid in accordance with the Internal Equity Grid in the job grade and the

rate that is commensurate with the job duties for the position. Wage rate increases are:

All CUPE 973 positions shall receive a 3.75% increase prior to the percentage increase in the first year of the collective agreement.

3.50% February 1, **2025**
3.50% February 1, **2026**
3.00% February 1, **2027**

23:02 The City will endeavor, subject to technical problems that may arise, to ensure that all employees shall receive their pay deposited to their accounts for the week's work on the Friday of that week. Overtime and shift premiums shall be paid on the following Friday. Employees shall receive each current statement of earnings on the Friday pay day. Mileage payments shall be paid on the third Friday of the month following that for which the payment is due. The employee's pay stub will show the earnings to date, the sick time accumulated to date, and any lieu days accumulated to date.

23:03 (a) The provision of a personal vehicle will not be a condition of employment for any employee. When an employee is requested to use the employee's personal vehicle on City business, and so agrees, the allowance paid to an employee for use of their own automobile or vehicle for City business shall be the **CRA** rate.

(b) When construction inspectors are requested to use their own personal vehicles on City business, and so agree, they shall receive a guaranteed sixteen (16) kilometers per day at the current rate, while inspecting.

23:04 Retroactive Pay - Former Employees:

Any permanent employee who resigns, retires or is laid off during the negotiation of the collective agreement shall receive any retroactive pay accrued to the final date of the employee's employment with the City. The City shall issue any applicable retroactive pay to the employee within one (1) month of the signing of the collective agreement. Failure of the former employee to provide the city with a forwarding address shall nullify this clause.

ARTICLE 24:00 ACCIDENT AND SICKNESS

24:01 Sick Leave means the period of time an employee is permitted to be absent from work by virtue of being sick, disabled, quarantined, or because of a non-work related accident not covered under the Workplace Safety and Insurance Act.

24:02 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 through the other employer.

24:03 Notification Requirements for Absence:

(a) Employees who are unable to assume their normal duties on any scheduled working day must notify their supervisor prior to their normal starting time. Exceptions may be granted, if the employee has reasonable cause for not being able to contact their immediate supervisor prior to their normal start time.

(b) 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.

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

(d) 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.

24:04 Short Term Disability (STD):

(a) A STD Plan, as per the Master Benefit Contract, will be provided to all full time employees and for part time employees hired to work twenty-one (21) hours or more per week. The City's Insurance Carrier will adjudicate claims, based on the STD plan in the Master Benefit Contract. STD is paid by the Corporation to an employee, who is absent due to non-work related illness, subject to medical justification.

(b) Full time employees, as of the 1st of the month following ratification of the contract, will have the remainder of the cumulative sick leave hours carried forward but the balance would have no value on retirement, death or termination of employment.

(c) The carried forward cumulative sick leave hours could be used until depleted to top-up STD to one hundred percent (100%). After the cumulative sick leave hours is depleted, the employee may request to top-up their STD with non-cumulative sick hours, stat lieu bank, banked overtime, floater bank, vacation or personal days.

(d) STD will be subject to medical justification both to commence an STD claim and to continue an STD claim, if the claim extends past the original approval date.

(e) (i) The waiting period for STD coverage will be from 1st day of accident or from 1st day of hospitalization or from the 3rd day of sickness

(ii) STD will be paid to a maximum of twenty- six (26) weeks.

(iii) The STD benefit will be based on seventy-five percent (75%) of the employee's standard base weekly pay. Standard weekly pay is the weekly hours of work times the employee's rate of pay at the time of commencement of the claim. Overtime is not considered in the base for calculation of STD.

24:05 Applying for Short Term Disability (STD):

(a) An Employee applying for STD benefits is required to complete the STD forms of the Insurer, available from the Human Resources Department.

(b) The waiting period for illness, would be deducted from the employee's non-cumulative sick hours. If the employee does not have sufficient non-cumulative sick hours, the employee may request to be paid from their stat lieu bank, banked overtime, floater bank, vacation personal days **or cumulative sick time**.

(c) Employees applying for STD benefits shall receive up to four (4) weeks payment, while waiting on the adjudication by the Insurance Carrier. If the claim is denied, the employee may appeal the decision to the Insurance Carrier.

(d) If an employee has cumulative sick leave hours they would be used until depleted to top-up STD to one hundred percent (100%). If the employee has no cumulative sick leave hours, the employee may request to top-up their STD with non-cumulative sick hours, stat lieu bank, banked overtime, floater bank, vacation or personal days.

(e) An employee shall be accompanied by the designated Union Representative in discussions regarding their claim and the employee does have grievance rights under Article 12:01, at Step 2.

(f) Should the STD claim be denied after exhausting the above options, the employee shall be required to repay any overpayment monies at ten percent (10%) per pay. If the employee leaves the employment of the City, prior to repayment of the overpayment in full, the amount shall be deducted from their final pay.

(g) Pension contributions, union dues, and all required deductions shall be deducted while the employee is on STD. If the employee is receiving seventy-five percent (75%) STD with no top-up, they would be required to sign an agreement to have a reserve established to buy back OMERS, on return to work.

(h) Where the City or the Insurance Carrier requires the employee to supply a medical certificate to verify sick leave, the City agrees to reimburse the employee for one hundred (100%) of the cost of the medical certificate(s), upon submission of a receipt(s). **Payments will be processed on the first and third Monday of each month, provided the medical note is received by 11:59PM the preceding Thursday.**

24:06 Non-Cumulative Sick Hours:

(a) Full time employees and part-time employees hired to work twenty-one (21) hours or more per week, will receive forty-two (42) non- cumulative sick hours per year. These non-cumulative sick hours shall be pro-rated for an employee starting employment in a calendar year. (For 2012, all employees will receive a pro- rated amount of non-cumulative sick hours.)

(b) An employee as per a), who has unused non-cumulative sick hours from the current year, may carry over up to fourteen (14) non- cumulative hours into the following year. The non-cumulative sick hour bank would be to a maximum of fifty-six (56) hours, at any point in time.

24:07 In case of illness of an immediate family member, where there is no one other than the employee to care for the needs of the ill person, the employee may, after notifying the employee's supervisor, use non-cumulative sick hours for this purpose, subject to availability of non-cumulative sick hours. The need for the employee to stay home with the ill person shall be supported by a letter from the family member's medical practitioner.

24:08 Employees are encouraged to schedule medical appointments outside of their scheduled hours of work. However, where this is not possible, employees shall be allowed to use a maximum of up to seventeen and one half (17 1/2) non- cumulative sick hours per year, subject to availability, for medical appointments.

24:09 Personal Hours:

(a) All full time employees and part time employees hired to work 21 hours or more per week will receive **twenty-eight (28)** personal hours per calendar year. Personal hours may not be carried over to the next calendar year.

(b) All full time employee wishing to use personal hours shall request it in writing from their supervisor at least twenty-four (24) hours in advance. Approval will be based on operational requirements **and such approval shall not be unreasonably withheld**.

(c) Personal hours may be used for the qualifying period for STD, providing that all the credited non-cumulative sick hours have been used first.

An employee shall be allowed the necessary time off, up to one (1) day, with pay to process their

Canadian Citizenship application. The Employer shall grant (1) additional day with pay to attend the Citizenship Ceremony.

24:10 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.

(a) 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.

(b) 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 17:05 and the established functional abilities, as identified by their Health Care Professional.

(c) 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/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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

24:11 Transfers Between CUPE Locals:

If an employee transfers from CUPE 973 to CUPE 241, they shall retain cumulative sick hours they may have.

24:12 Long Term Disability Insurance (LTD):

(a) LTD Waiting Period – Twenty-six (26) weeks.

(b) LTD Duration – Coverage up to twenty- four (24) months, if disabled from doing the employee's own occupation or to age sixty-five (65), if the employee is totally disabled.

(c) LTD Benefit Level - Seventy (70%) of base salary at the date of disability.

(d) Employee Medical Benefits will be provided by the City for an employee on an approved medical leave of absence until their sixty-fifth birthday.

ARTICLE 25:00 BENEFIT PLANS

25:01 The Corporation agrees to pay 100% of the premium cost of the following benefits, which are subject to the conditions of the Benefits Carrier:

Dependent children are eligible for benefits if they are less than twenty-two (22) years of age, or if twenty-two (22) years of age but less than 25 years of age, they must be attending an accredited educational instruction on a full-time basis.

Eligible benefit coverage under the plan for a dependent child will be extended to age twenty- five (25), if the dependent child provides evidence that:

i. They are enrolled in a full time an accredited program at a college, university or other institute of higher learning.

ii. They are enrolled in a recognized apprenticeship program in order to attain a licensed trade.

iii. They are involved in a co-op program or placement involving a full time accredited program.

iv. Eligible benefit coverage under the plan for a dependent child will be extended if the dependent has a documented disability, and has been approved for ODSP benefits, and lives with the employee. It is understood that the Employer will be second payor on any benefits available under the ODSP. The dependent will be covered until they no longer reside at the home (no age restrictions).

(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 per prescription:
$9.50

Effective February 1, 2014 – Sexual Health & Wellness Drugs

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 speech pathologist, podiatrist

Professional Services

Psychologist or mental health professionals - $600 per calendar year

Physiotherapy Coverage:
$1000 maximum per calendar year, no deductible

Massage Therapy:
$1000 maximum per calendar year, no deductible (reflexology may be used as part of the maximum massage therapy amount).

Chiropractic Coverage:
$900 maximum per calendar year, no deductible

(c) Group Term Life Insurance:
Employee: Two times (2X) annualized salary
(current weekly salary as listed in Schedule B X 52 weeks)
- with a minimum of $55,000.00.

Dependant coverage:

Spouse	$10,000
Dependent child	$5,000
Retired employees up to age 65	$25,000

Accidental Death & Dismemberment: Two (2) times annualized wage (equal to the amount of Life Insurance).

(d) Manulife Dental Plan # 12 or equivalent. Dental recall examinations every nine months for adults, six (6) months for dependent children. O.D.A. rate be the current year rate.

Orthodontic Plan – Rider at 50 – 50 Co- payment Schedule
$3,000 Lifetime maximum

Major Restorative Plan:
Effective February 1, 2009 - 100% plan pay up to $2,000 plan maximum per year.
Effective May 1, 2012 – 100% plan pay up to $2,400 per calendar year.
Effective May 1, 2014 – 100% plan pay up to $2,800 per calendar year.
Effective May 1, 2015 – 100% plan pay up to $2,900 per calendar year.
Effective February 1, 2022 – 100% plan pay up to $3,000 per calendar year.

(e) The Corporation will pay 100% of the premium cost of Vision Care for each person covered as follows: $550 per twenty-four (24) months.

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).

The benefit carrier shall pay for the full cost of eye examination bi-annually, over and above the amount for allowance every 24 months.

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

The benefit carrier shall pay for the cost of an audiology test to a maximum of $80.00 every 36 months, for the duration of the contract.

(g) LTD Plan - Effective May 1, 1992:

LTD Waiting Period – Twenty-six (26) weeks.

LTD Duration – Coverage up to twenty- four (24) months, if disabled from doing the employee's own occupation or to age sixty-five (65), if the employee is totally disabled.

LTD Benefit Level – seventy percent (70%) of base salary at the date of disability.

(h) Out of Country Travel Plan Insurance

(i) Acupuncture, Naturopath, Homeopath and Osteopath:
Effective March 1, 2006, coverage to a combined maximum of $500 per covered individual annually for acupuncture, naturopath and homeopath.
Effective May 1, 2012, add Osteopath and increase coverage to $600 per covered individual annually, for acupuncture, naturopath, osteopath and homeopath.
Note – this applies to the services of a health care provider registered in these professions only and duly licensed.

(j) Specialized Tests:
Effective March1, 2006, 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).

(k) Sleep Apnea to a maximum of $600 per covered individual per calendar year.

(l) Effective January 1, 2025: $750.00 Health Care Spending Account for all active employees in receipt of health and dental benefits, from January to December each

calendar year. For clarity, the total amount is $750 per employee, which includes claims for all eligible dependents.

- **There will be no benefit carryover into the following year; unused HCSA dollars will not be carried over into the next year.**
- **There is a grace period, which is 60 days to submit claims from the previous calendar year.**
- **The eligible expenses match the core benefit plan offered by the employer.**
- **Pro-rated during the first year of employment**
- **Coordination of benefits must occur prior to using the HCSA.**

For clarity this does not apply to early retirees or retirees.

25:02 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.

25:03 Ontario Municipal Employees Retirement System:
The City and the employee will continue to share equally in the premium cost of OMERS.

25:04 If an employee fails to notify the General Manager of Human Resources or their designate, in writing, of any change which would result in a lesser premium, the employee shall be responsible for the additional cost to the City because of the employee's failure to give proper notice in writing.

25:05 The City will accept no responsibility for a temporary loss of coverage when the employee has failed to give proper notice, in writing, of a change in status.

25:06 Annually, the Employer shall provide each employee with an Employment Benefit statement which should outline, in clear, simple, concise terms, the details, benefits and costs of all employee benefits, including Sick Leave, Group Life Insurance, Extended Health Insurance, Pension and all statutory benefits and plans, received by an Employee.

25:07 Benefit Continuation After Layoff:

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

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

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

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

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

25:08 The retirement age for all employees shall be the last day of the month in which they attain their 65th birthday, except when they qualify to retire under disability pension or request early retirement in accordance with OMERS regulations.

25:09 The Corporation will pay 100% of the premium cost of 25:01 (a), (b), (c), (d), (e), (f), (h), (i), (j) and (k) 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 ten (10) years of their normal retirement date. This is interpreted to mean that the employee is 55 years of age or older for an age 65 normal retirement date.

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

(c) In the event of the employee's death before their 65th year, the employee's spouse shall continue to receive benefits in 25:01 (a), (b), (c), (d), (e), (f), (h), (i), (j) and (k) from the date of the employee's death until the spouse reaches their 65th birthday. Benefit entitlement under this clause will cease when the deceased employee's spouse secures benefit coverage equivalent to or better than those set out in 25:01 (a), (b), (c), (d), (e), (f), (h), (i), (j) and (k).

(d) This provision will be provided to retirees or disability employees provided that they are not receiving their benefits from another employer or through the government or government agencies.

(e) The above benefit coverage terminates when the employee reaches their sixty- fifth (65^{th}) birthday.

25:10 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.

25:11 Continuation of Employee Benefits During Strike or Lockout:

The Union may request in writing during the term of a collective agreement the cost to the City of benefits under Articles 25:01, 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 lockout 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 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 lockout 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.

25:12 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:

(a) 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.

(b) Short Term Disability for CUPE 973 Employees: Coverage would cover up to twenty-six (26) weeks, subject to an approved valid claim and providing they are still actively employed.

(c) 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.

(d) Long Term Disability: There is no LTD coverage for an employee working past age 65.

(e) 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 69th 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 26:00 HEALTH AND SAFETY

26:01 (a) The City shall observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees. The employees will adhere to safety practices.

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

(c) Employees on the Health and Safety Committee must advise their supervisor of all meetings and inspections in advance and advise them when they are leaving their work site.

(d) The City and the Union shall follow the terms of reference of the Joint Health and Safety Committee, and such terms of reference shall only be amended by mutual agreement. The Joint Health and Safety Committee Terms of Reference shall form part of the Collective Agreement as Appendix D.

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

ARTICLE 27:00 PROTECTIVE CLOTHING

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

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

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

(d) The City agrees to provide gas masks and safety harnesses to any employee required to go

into a sewer or manhole and employees agree to wear the equipment provided on all applicable occasions.

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

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

(g) The city agrees to provide all Construction Inspectors, Surveyors, Building Inspectors, Plumbing Inspectors, Technicians and Technologists with one pair of coveralls each, per year, as requested.

(h) The City will make coveralls available to all other employees when required. These coveralls will be kept in designated locations when not being used.

(i) Approved CSA Safety Footwear: to be purchased from an approved City supplier prior to the end of the vacation year. Employees eligible would be those that must perform their job duties in the field, other than for casual or supervisory inspections.

Effective: February 1, 202**6** $1**90**.00

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

Where the City of Guelph requires any employees to wear City issued uniforms or designated clothing, such clothing shall either be provided by the City or reimbursed by the City in accordance with this clause.

(k) Prescription Safety Glasses: The City will reimburse to any employee who performs work where safety glasses are required, up to $350.00 effective March 1, 2006, once every three years for the purchase of prescription safety glasses, upon presentation of a receipt.

27:02 Wearing 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 short pants are worn they will be of a reasonable length. As a guideline, approximately two to four inches above the knee would be considered to be reasonable. The short pants will be the same colour as the city issue trousers. The shorts will not be provided by the City as part or in addition to the present clothing issue.

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

ARTICLE 28:00 GENERAL

28:01 The Union will supply the City, in writing, the names of all of its officers. The City will supply the Union with the names of any Department Heads, Supervisors and other management position titles who are covered by with the operation of this agreement.

28:02 Whenever the singular, masculine or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

28:03 Job Creation, Job Training, Community Service Programs:

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

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

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

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

iii. 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.

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

28:04 Printing of the Collective Agreement:

The City shall pay for the printing of the collective agreement in a form that is mutually agreed between the parties. The City shall ensure the printing of enough copies of the collective agreement for all current employees, new employees that will likely be hired during the term of the agreement and for the use of the Union.

28:05 Prior to the printing of the collective agreement, one member of the negotiating committee and the Manager of Employee Relations will meet to review job titles and names of departments to ensure that they are correct.

28:06 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.

28:07 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 permanent 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.

28:08 Business Insurance on Employee's Car:

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

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

29:01 Should the City of Guelph, Wellington County, its Townships or their respective advisors/ consultants plan to, or merge, amalgamate or combine any of their operations or functions with each other and with the City of Guelph, or should the City of Guelph plan to, or merge, amalgamate or combine any of their operations or functions with another municipal or private sector employer or transfer, convey or lease any of its operations or functions to another municipal or private sector employer, the Corporation will contact the Union immediately.

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

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

29:02 In order to effect the operation of Article 36:01 and in order to ensure that procedures are established in the event of a future amalgamation, merger, transfer of operations or sale of business to another public or private sector employer, the parties agree to the following:

(a) 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.

(b) Permanent employees who may transfer to a private or public sector successor employer may, within the first 6 months of transfer to the successor employer, apply for any vacant position in the City/CUPE Local 973 bargaining unit and if successful, would retain their accumulated seniority earned while they were employed by the City.

ARTICLE 30:00 MAJOR CHANGE IN WORK METHODS

30:01 Technological Change:

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

i. the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
ii. in work methods, organization, operations or processes affecting one or more employees

iii. in the location at which the work, undertaking or business operates
iv. in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

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

The Employer agrees to notify the Union as far as possible in advance of their intentions and the Employer shall provide the Union at least one hundred and twenty (120) calendar days before the introduction of a technological change, with a detailed description of the project it intends to carry out. The notice mentioned in Article 30:00 shall be given in writing and shall contain pertinent data, including:

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

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

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 shall have the right to displace employees with less seniority, provided they are able to perform the job.

(c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, the employer shall provide on the job training for a period of not more than six (6) months during which employees may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary during the training period of any such employee.

(d) No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

30:02 Public Private Partnerships:

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

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

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

30:03 Contracting Out and Job Security:

(a) The City shall advise the Union in writing at least thirty (30) working 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.

30:04 Layoff Protection for Union Executive:

In order that the operations of the Union will not become disorganized when layoffs are being made, the President and Treasurer of the Local Executive shall be the last persons laid off during their term of office, as long as full-time work, for which they possess the necessary skill and ability to perform the work available with a five (5) working day orientation period and no training at their own wage level. Should work not be available at the same wage level, then placement will be made at the next lower wage level.

ARTICLE 31:00 COMMUNICATIONS/COUNCIL AND MANAGEMENT

31:01 (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 and Council in Committee of the Whole, which will affect the members of this bargaining unit, are to be forwarded to the Union by the Clerk's Department

(c) Changes to City Policies:

The City will advise the Union in writing in advance of the introduction, 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 32:00 PERFORMANCE APPRAISAL

The City's performance development plan system provides a framework for positive and constructive communication between an employee and their supervisor regarding the employee's development.

When the supervisor intends to conduct a performance development plan meeting with an employee, the supervisor shall give the employee at least five (5) working days' notice.

Performance development plan meetings shall be attended only by the supervisor and the employee.

There will be joint consultation between the parties prior to revising performance development plan documents.

The employee shall have access to a copy of their Performance Development Plan (Best Self Review) electronically and will be able to view it before its finalized before it is placed in the employee's file. Signing of a performance development plan indicates only that the employee has read and understood the document.

The employee shall have the opportunity to respond in writing, within five (5) working days, to any of the supervisor's comments and such response shall form part of the performance development plan.
The content of the performance development plan shall not be used as the basis for discipline.

ARTICLE 33:00 JOB EVALUATION

33:01 The joint Pay Equity Plan agreed between the parties on December 21st 1989, shall be attached to, but does not form part f the Collective Agreement as Appendix "B

The Pay Equity Plan and Job Evaluation Maintenance Plan Terms of Reference agreed to between the parties, in order to provide an ongoing maintenance mechanism for the Pay Equity and Job Evaluation system, is attached to and forms part of this collective agreement as Appendix "C".

33:02 Employees requesting to be reclassified shall make application in accordance with the Pay Equity Plan and Job Evaluation Maintenance Plan Terms of Reference which is attached to and included with this Collective Agreement.

ARTICLE 34:00 LABOUR MANAGEMENT COMMITTEE

34:01 A Union Executive/Senior Management Committee consists of up to four (4) Executive representatives of each Union and Senior representatives from each City Department.

The purpose of the Committee is to inform, discuss and/or advise on matters related to corporate strategic plans, projects, issues and communications.

The agenda will exclude grievances. Agenda items will be forwarded to the Manager of Employee Relations in Human Resources, two days in advance of the meeting. The Committee shall meet quarterly or as requested by either party at a mutually agreeable time and place.

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

(a) 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 licence suspended or is otherwise

prohibited from operating a vehicle or motorised equipment, they must immediately advise their supervisor.

(b) When an employee has their driver's licence 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 (e) 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.

(c) 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 (e) below.

(d) 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 vehicles.

(e) 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:

i. The employee can secure another form of transportation to and from work and continue to perform the essential duties of his job.
ii. 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.
iii. The employee may displace one or more temporary employees if he is capable of performing the work within a ten (10) day orientation period.

(f) 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.

(g) i. An employee as set out in (a) 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 (e) 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 (e) above.

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

ARTICLE 36:00 WORK RELATED TRAINING

36:01 Employees required by the Employer to attend compulsory work related training and required to travel outside of regular working hours shall be entitled to be paid at the applicable overtime rate for hours commuting to and from the training.

It is understood that travel time and reimbursement for use of a personal vehicle (if applicable) shall be based on the lesser of commuting from home or from the employee's regular work

location.

ARTICLE 37:00 DURATION

37:01 This Agreement shall be effective **February 1, 2025 to January 31, 2028** and from year to year thereafter unless either party gives notice, in writing, to the other party not more than ninety (90) days nor less than thirty (30) days prior to December 31st in any year of their desire to alter same. Any change deemed necessary in this agreement may be made by mutual agreement of the parties at any time during the existence of this agreement. Notwithstanding the above, any such agreement shall require the signatures of the President of Local # 973 the CUPE National Representative and the General Manager of Human Resources or their designate.

Dated at GUELPH, ONTARIO this 27th day of October 2025.

FOR THE CORPORATION:

Jeff Seaton, Manager Labour Relations and Customer Service

Tania Tolfo, Human Resources Advisor

Addie Kerson, Human Resources Advisor

Glenn Marcus, General Manager Transit

Karen Newland, Manager Budget Services

Steve Anderson, Manager Transportation Engineering

Tim Spence, Supervisor Water Distribution Construction

FOR THE UNION:

Connie McDonald, President Local 973

Jack Pogan, Vice President Local 973

Tammi Glasgow, Negotiating Committee Member

Stephen Jamieson, Negotiating Committee Member

Rebecca Miller, CUPE National Rep

SCHEDULE "A" RATE BY GRADE & LEVEL
CUPE LOCAL 973 (2025 - 2027)

Job Grade	Effective Date	% of Increase	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
			Start Level 1		After 6 months Level 2		After 12 months Level 3		After 24 months Level 4		After 36 months Level 5	
	1-Feb-25	3.50%	$18.68	$653.80	$19.68	$688.80	$20.70	$724.50	$21.81	$763.35	$22.96	$ 803.60
GRADE 1	1-Feb-26	3.50%	$19.33	$676.55	$20.37	$712.95	$21.42	$749.70	$22.57	$789.95	$23.76	$ 831.60
	1-Feb-27	3.00%	$19.91	$696.85	$20.98	$734.30	$22.06	$772.10	$23.25	$813.75	$24.47	$ 856.45
	1-Feb-25	3.50%	$20.48	$716.80	$21.57	$754.95	$22.70	$794.50	$23.94	$837.90	$25.16	$ 880.60
GRADE 2	1-Feb-26	3.50%	$21.20	$742.00	$22.32	$781.20	$23.49	$822.15	$24.78	$867.30	$26.04	$ 911.40
	1-Feb-27	3.00%	$21.84	$764.40	$22.99	$804.65	$24.19	$846.65	$25.52	$893.20	$26.82	$ 938.70
	1-Feb-25	3.50%	$22.49	$787.15	$23.66	$828.10	$24.89	$871.15	$26.24	$918.40	$27.58	$ 965.30
GRADE 3	1-Feb-26	3.50%	$23.28	$814.80	$24.49	$857.15	$25.76	$901.60	$27.16	$950.60	$28.55	$ 999.25
	1-Feb-27	3.00%	$23.98	$839.30	$25.22	$882.70	$26.53	$928.55	$27.97	$978.95	$29.41	$1,029.35
	1-Feb-25	3.50%	$24.64	$862.40	$25.94	$907.90	$27.30	$955.50	$28.71	$1,004.85	$30.25	$1,058.75
GRADE 4	1-Feb-26	3.50%	$25.50	$892.50	$26.85	$939.75	$28.26	$989.10	$29.71	$1,039.85	$31.31	$1,095.85
	1-Feb-27	3.00%	$26.27	$919.45	$27.66	$968.10	$29.11	$1,018.85	$30.60	$1,071.00	$32.25	$1,128.75
	1-Feb-25	3.50%	$27.01	$945.35	$28.44	$995.40	$29.93	$1,047.55	$31.53	$1,103.55	$33.19	$1,161.65
GRADE 5	1-Feb-26	3.50%	$27.96	$978.60	$29.44	$1,030.40	$30.98	$1,084.30	$32.63	$1,142.05	$34.35	$1,202.25
	1-Feb-27	3.00%	$28.80	$1,008.00	$30.32	$1,061.20	$31.91	$1,116.85	$33.61	$1,176.35	$35.38	$1,238.30
	1-Feb-25	3.50%	$29.65	$1,037.75	$31.18	$1,091.30	$32.85	$1,149.75	$34.58	$1,210.30	$36.40	$1,274.00
GRADE 6	1-Feb-26	3.50%	$30.69	$1,074.15	$32.27	$1,129.45	$34.00	$1,190.00	$35.79	$1,252.65	$37.67	$1,318.45
	1-Feb-27	3.00%	$31.61	$1,106.35	$33.24	$1,163.40	$35.02	$1,225.70	$36.86	$1,290.10	$38.80	$1,358.00
	1-Feb-25	3.50%	$32.51	$1,137.85	$34.24	$1,198.40	$36.02	$1,260.70	$37.86	$1,325.10	$39.89	$1,396.15
GRADE 7	1-Feb-26	3.50%	$33.65	$1,177.75	$35.44	$1,240.40	$37.28	$1,304.80	$39.19	$1,371.65	$41.29	$1,445.15
	1-Feb-27	3.00%	$34.66	$1,213.10	$36.50	$1,277.50	$38.40	$1,344.00	$40.37	$1,412.95	$42.53	$1,488.55
	1-Feb-25	3.50%	$35.64	$1,247.40	$37.54	$1,313.90	$39.52	$1,383.20	$41.60	$1,456.00	$43.77	$1,531.95
GRADE 8	1-Feb-26	3.50%	$36.89	$1,291.15	$38.85	$1,359.75	$40.90	$1,431.50	$43.06	$1,507.10	$45.30	$1,585.50
	1-Feb-27	3.00%	$38.00	$1,330.00	$40.02	$1,400.70	$42.13	$1,474.55	$44.35	$1,552.25	$46.66	$1,633.10
	1-Feb-25	3.50%	$39.04	$1,366.40	$41.11	$1,438.85	$43.28	$1,514.80	$45.55	$1,594.25	$47.98	$1,679.30
GRADE 9	1-Feb-26	3.50%	$40.41	$1,414.35	$42.55	$1,489.25	$44.79	$1,567.65	$47.14	$1,649.90	$49.66	$1,738.10
	1-Feb-27	3.00%	$41.62	$1,456.70	$43.83	$1,534.05	$46.13	$1,614.55	$48.55	$1,699.25	$51.15	$1,790.25
	1-Feb-25	3.50%	$42.91	$1,501.85	$45.13	$1,579.55	$47.55	$1,664.25	$50.02	$1,750.70	$52.66	$1,843.10
GRADE 10	1-Feb-26	3.50%	$44.41	$1,554.35	$46.71	$1,634.85	$49.21	$1,722.35	$51.77	$1,811.95	$54.50	$1,907.50
	1-Feb-27	3.00%	$45.74	$1,600.90	$48.11	$1,683.85	$50.69	$1,774.15	$53.32	$1,866.20	$56.14	$1,964.90
	1-Feb-25	3.50%	$47.12	$1,649.20	$49.62	$1,736.70	$52.20	$1,827.00	$54.97	$1,923.95	$57.87	$2,025.45
GRADE 11	1-Feb-26	3.50%	$48.77	$1,706.95	$51.36	$1,797.60	$54.03	$1,891.05	$56.89	$1,991.15	$59.90	$2,096.50
	1-Feb-27	3.00%	$50.23	$1,758.05	$52.90	$1,851.50	$55.65	$1,947.75	$58.60	$2,051.00	$61.70	$2,159.50
	1-Feb-25	3.50%	$51.67	$1,808.45	$54.40	$1,904.00	$57.30	$2,005.50	$60.29	$2,110.15	$63.50	$2,222.50
GRADE 12	1-Feb-26	3.50%	$53.48	$1,871.80	$56.30	$1,970.50	$59.31	$2,075.85	$62.40	$2,184.00	$65.72	$2,300.20
	1-Feb-27	3.00%	$55.08	$1,927.80	$57.99	$2,029.65	$61.09	$2,138.15	$64.27	$2,249.45	$67.69	$2,369.15

SCHEDULE B - POSITIONS CUPE 973

Description	Service Area	Department	Division
Grade 4			
CLERICAL ASST I	All	All	All
Grade 5			
CLERICAL ASST II	All	All	All
CUSTOMER SERVICE CLERK II	All	All	All
FRONT OF HOUSE COORDINATOR	PS	Culture & Recreation	River Run Centre
PARMEDIC SERVICE SCHEDULER	PS	GuelphWell Paramedic Services	Administration
QUICK SERVICE COORDINATOR	PS	Culture & Recreation	Sleeman and Civic Precinct Fac
RECORDS COORDINATOR	IDE	Planning & Building Services	Building Services
SECURITY GUARD	PS	Operations	Corporate & Community Safety
Grade 6			
ACCOUNTING CLERK	CAO	Finance	Revenue and Treasury
ACCOUNTS PAYABLE CLERK	CAO	Finance	Revenue and Treasury
ACCOUNTS RECEIVABLE CLERK	CAO	Finance	Revenue and Treasury
BACKFLOW PREVENTION PROG COORDINATOR	IDE	Planning & Building Services	Building Services
BOX OFFICE COORDINATOR	PS	Culture & Recreation	River Run Centre
BYLAW COMPLIANCE CLERK	PS	Operations	Administration
CLERICAL ASSISTANT III	All	All	All
CORRIDOR TECHNICIAN	IDE	Eng & Transportation Services	Eng Technical Services
CUSTOMER SERVICE CLERK III	All	All	All
CUSTOMER SERVICE REPRESENTATIVE	CS	Strat Commun & Comm Engagmnt	Service Guelph

FINANCE CLERK, PROCUREMENT	CAO	Finance	Procurement
HEAD INSTRUCTOR GUARD	PS	Culture & Recreation	Rec Programs & Commun Dev
IT ASSET ASSISTANT	CS	Information Technology	IT Operations
LEGISLATIVE COORDINATOR	CS	City Clerk's Office	Legislative Services
PLANNING CLERK	IDE	Planning & Building Services	All
PROVINCIAL OFFENCES COURT CLERK	CS	Legal & Court Services	Court Operations
SUITES COORDINATOR	PS	Culture & Recreation	Sleeman and Civic Precinct Fac
TAX PAYMENT COLLECTION CLERK	CAO	Finance	Revenue and Treasury
UTILITY BILLING & COLLEC CLERK	CAO	Finance	Revenue and Treasury

Grade 7			
ACCOUNTING ANALYST I	CAO	Finance	Revenue and Treasury
ACCOUNTING CLERK INFRASTRUCTURE & DEVELOPMENT	CAO	Finance	Revenue and Treasury
BUDGET ACCOUTNING CLERK SLEEMAN	PS	Culture & Recreation	Sleeman and Civic Precinct Fac
BUILDING PERMIT COORDINATOR	IDE	Planning & Building Services	Building Services
BUSINESS SERVICES COORDINATOR	IDE	Eng & Transportation Services	Administration
BYLAW COMPLIANCE-DISPATCHER	PS	Operations	Corporate & Community Safety
COMMUNICATIONS COORDINATOR	CS	Strat Commun & Comm Engagmnt	Corporate Communications
CONSTRUCTION SURVEYOR	IDE	Eng & Transportation Services	Eng Technical Services
COURT MONITOR/PROVINCIAL OFFENSES COURT CLERK	CS	Legal & Court Services	Court Operations
CUSTOMER SERVICE COORDINATOR, SERVICE GUELPH	CS	Strat Commun & Comm Engagmnt	Service Guelph
ENGINEERING RECORDS TECHNICIAN	IDE	Eng & Transportation Services	Design & Construction
FLEET ASSET SYSTEMS TECHNOLOGIST	PS	Operations	Fleet Services
HOUSE TECHNICIAN 2	PS	Culture & Recreation	River Run Centre

LABORATORY TECHNICIAN	IDE	Environmental Services	Wastewater Services
PARKING COORDINATOR	PS	Operations	Administration
PROVINCIAL OFFENSES COURT COLLECTION CLERK	CS	Legal & Court Services	Court Operations
PROVINCIAL OFFENSES COURT CLERK II	CS	Legal & Court Services	Court Operations
REVENUE ACCOUNTING CLERK	CAO	Finance	Revenue and Treasury
SOLID WASTE COMPLIANCE OFFICER	PS	Operations	Corporate & Community Safety
SUBSIDIES COORDINATOR COMMUNITY INVESTMENT	CAO	Strat Initiatives & Ingov Srvc	Equity & Community Investment
ZONING COORDINATOR	IDE	Planning & Building Services	Building Services

Grade 8			
ACCESSIBILITY SERVICES COORDINATOR	CAO	Strat Initiatives & Ingov Srvc	Equity & Community Investment
ACCOUNTING ANALYST II	CAO	Finance	Strategy and Reporting
BOOKING PROMOTIONS COORDINATOR	PS	Culture & Recreation	Rec Support Services & Ops
BUYER	CAO	Finance	Procurement
BYLAW COMPLIANCE SERVICE COORDINATOR	PS	Operations	Administration
CHEF EVERGREEN	PS	Culture & Recreation	Rec Programs & Commun Dev
COLLECTIONS & RESEARCH COORDINATOR	PS	Culture & Recreation	Guelph Museums
COMMUNITY ENGAGEMENT COORDINATOR	CS	Strat Commun & Comm Engagmnt	Community Engagement
COORDINATOR ADULT SCHOOL CROSSING GUARD & SPECIAL EVENT PARKING	IDE	Eng & Transportation Services	Transportation Services
COORDINATOR BOOKINGS AND EVENTS	PS	Culture & Recreation	Rec Support Services & Ops

CULTURAL PROGRAM EVENT COORDINATOR	PS	Culture & Recreation	Guelph Museums
CUSTOMER SERVICE COORDINATOR, ES	IDE	Environmental Services	Business Services - Enviro Srv
CUSTOMER SERVICE COORDINATOR, REC SERVICES	PS	Culture & Recreation	All
CUSTOMER SERVICE COORDINATOR, TRANSIT	PS	Guelph Transit	Administration
DESTINATION DEV COORDINATOR	IDE	Economic Development & Tourism	Tourism & Destination Develop
EDUCATION COORDINATOR MUSEUM	PS	Culture & Recreation	Guelph Museums
GRAPHIC DESIGNER	CS	Strat Commun & Comm Engagmnt	Corporate Communications
IT ASSET CONTROL OFFICER	CS	Information Technology	IT Operations
LANDSCAPE & YARD PROG COORDINATOR	IDE	Environmental Services	Compliance and Performance
LOCATES TECHNICIAN	IDE	Environmental Services	Business Services - Enviro Srv
MARKETING & PROCUREMENT COORDINATOR	IDE	Environmental Services	Solid Waste Services
MARKETING DEVELOPMENT COORDINATOR	PS	Culture & Recreation	River Run Centre
MULTI-RES DIVERSION COORDINATOR	IDE	Environmental Services	Solid Waste Services
NATURAL AREAS STEWARDSHIP TECHNOLOGIST	PS	Parks	Forestry & Sustainable Landscp
OPERATIONS COORDINATOR PARKS FOREST	PS	Parks	Parks Ops & Forestry
OPERATIONS SERVICE COORDINATOR	PS	Operations	Administration
PLANNING DESIGN TECHNICIAN II	IDE	Planning & Building Services	Policy Planning
PLANNING TECHNICIAN II	IDE	Planning & Building Services	Development Planning
PROGRAM COORDINATOR TECHNICAL SERVICES	IDE	Environmental Services	Water Services
RECREATION COORDINATOR	PS	Culture & Recreation	All

RESTAURANT COORDINATOR	PS	Culture & Recreation	Sleeman and Civic Precinct Fac
STORMWATER SERVICE COORD	IDE	Eng & Transportation Services	Devel & Environmental Eng
SUSTAINABLE BUSN PROG COORDINATOR	IDE	Environmental Services	Compliance and Performance
SUSTAINABLE TRNSP COORDINATOR	IDE	Eng & Transportation Services	Transportation Services
WASTE PROG COORDINATOR	IDE	Environmental Services	Compliance and Performance
WATER TECHNICIAN	IDE	Environmental Services	All
WATER PROGRAM COORDINATOR	IDE	Environmental Services	Compliance and Performance
WATER RESOURCES TECHNICIAN	IDE	Environmental Services	Water Services

Grade 9			
ADMINISTRATOR PLANNING TEHCNICAL SERVICES	IDE	Planning & Building Services	Development Planning
ASSESSMENT REVIEW OFFICER	CAO	Finance	Taxation & Revenue
BUILDING INSPECTOR I	IDE	Planning & Building Services	Building Services
BYLAW COMPLIANCE OFFICER	PS	Operations	Corporate & Community Safety
COMMUNICATIONS OFFICER	CS	Strat Commun & Comm Engagmnt	Corporate Communications
CONSTRUCTION ENGINEERING TECHNOLOGIST I	IDE	Eng & Transportation Services	Design & Construction
CONSTRUCTION INSPECTOR	IDE	Eng & Transportation Services	Eng Technical Services
ENGINEERING TECHNOLOGIST I	IDE	Eng & Transportation Services	Devel & Environmental Eng
ENV PROG AND PLANNING COORDINATOR	IDE	Environmental Services	Compliance and Performance
ENV PROTECTION OFFICER	IDE	Environmental Services	Wastewater Services
IMS COORDINATOR	IDE	Eng & Transportation Services	Corporate Asset Management
INFRASTRUCTURE GIS TECHNOL	IDE	Eng & Transportation Services	Corporate Asset Management
LABORATORY QA QC COORDINATOR	IDE	Environmental Services	Wastewater Services
LABORATORY SERVICES COORDINATOR	IDE	Environmental Services	Wastewater Services
LEAD BYLAW COMPLIANCE OFFICER	PS	Operations	Corporate & Community Safety
LEAD HOUSE TECHNICIAN	PS	Culture & Recreation	River Run Centre

PARK PLANNING TECHNOLOGIST	PS	Parks	Park and Trail Development
PLANS EXAMINER I	IDE	Planning & Building Services	Building Services
PROPERTY TAX ANALYST	CAO	Finance	Taxation & Revenue
SUPPORT TECHNICIAN	CS	Information Technology	IT Operations
TRAILS TECHNOLOGIST	PS	Parks	Sports & Leisure Grounds
URBAN FORESTRY GIS TECHNOLOGIST	PS	Parks	Forestry & Sustainable Landscp
UTILITY COORDINATOR / INSPECTOR	IDE	Eng & Transportation Services	Eng Technical Services
UTLTY BILL & COLLEC TEAM LEAD	CAO	Finance	Revenue and Treasury
WASTE RESOURCE POLICY ANALYST	IDE	Environmental Services	Solid Waste Services
ZONING INSPECTOR I	IDE	Planning & Building Services	Building Services
ZONING INSPR LEGAL PROC COORDINATOR	IDE	Planning & Building Services	Building Services

Grade 10			
BUILDING INSPECTOR II	IDE	Planning & Building Services	Building Services
CONSTRUCT ENG TECHNOLOGIST II	IDE	Eng & Transportation Services	Eng Technical Services
DEVELOPMENT ENG TRANSP TECH II	IDE	Eng & Transportation Services	Devel & Environmental Eng
ENGINEERING PROJECT COORDINATOR	IDE	Eng & Transportation Services	Design & Construction
ENGINEERING TECHNOLOGIST II	IDE	Eng & Transportation Services	Devel & Environmental Eng
LEAD ENV PROTECTION OFFICER	IDE	Environmental Services	Wastewater Services
MECHANICAL INSPECTOR II/BACKFLOW PREVENTION	IDE	Planning & Building Services	Building Services
PLANNER I	IDE	Planning & Building Services	All
PLANS EXAMINER II	IDE	Planning & Building Services	Building Services
PROPERTY STDS INSPECTOR II	PS	Operations	Corporate & Community Safety
ROAD SAFETY TECHNOLOGIST II	IDE	Eng & Transportation Services	Transportation Services
TECH COORDINATOR LOGISTICS/SITE OPS	IDE	Environmental Services	Solid Waste Services
TECH COORDINATOR PROCESS OPS	IDE	Environmental Services	Solid Waste Services

TRAFFIC SIGNAL TECHNOLOGIST II	IDE	Eng & Transportation Services	Transportation Planning
TRAFFIC TECHNOLOGIST II	IDE	Eng & Transportation Services	Transportation Planning
URBAN FORESTRY FIELD TECHNOL	PS	Parks	Forestry & Sustainable Landscp
ZONING INSPECTOR II	IDE	Planning & Building Services	Building Services

Grade 11			
BUILDING INSPECTOR III	IDE	Planning & Building Services	Building Services
CONSTRUCT CONTRCT ADMINISTATOR	IDE	Eng & Transportation Services	Eng Technical Services
ENGINEERING TECHNOLOGIST III	IDE	Eng & Transportation Services	Devel & Environmental Eng
FACILITIES CONSTUCTION ADMINISTRATION & INSPECTION	IDE	Facilities & Energy Mgmt	Facility Design & Construction
MECHANICAL INSPECTOR III	IDE	Planning & Building Services	Building Services
MECHANICAL PLANS EXAMINER III	IDE	Planning & Building Services	Building Services
PLANNER II	All	All	All
PLANS EXAMINER III	IDE	Planning & Building Services	Building Services
TECHNICAL LEAD, CONSTRUCT INSPECTION	IDE	Eng & Transportation Services	Eng Technical Services
TECHNICAL LEAD, RESIDENTIAL INSPECTION	IDE	Planning & Building Services	Building Services
TECHNICAL LEAD, SERVICE DESK SYSTEMS	CS	Information Technology	IT Operations
ZONING INSPECTOR III / SR BYLAW	IDE	Planning & Building Services	Building Services

Grade 12			
LANDSCAPE PLANNER	IDE	Planning & Building Services	Development Planning
PARK PLANNER	PS	Parks	Park and Trail Development
PLANNER III	IDE	Planning & Building Services	All
TECHNICAL LEAD, COMMERCIAL INSPECTION	IDE	Planning & Building Services	Building Services

TECHNICAL LEAD, RESOURCE CONSERVATION & MECHANICAL SYSTEMS	IDE	Planning & Building Services	Building Services
TECHNICAL LEAD, PLANS EXAM	IDE	Planning & Building Services	Building Services

SCHEDULE "C" – LEAD BY-LAW COMPLIANCE, BY-LAW COMPLIANCE OFFICERS, BY-LAW COMPLIANCE DISPATCHERS ROTATION

WEEK 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00 a.m. to 8:00 p.m.	Dispatch A	Dispatch A	Dispatch A	Dispatch A	Dispatch C	Dispatch C	Dispatch C
8:00 a.m. to 8:00 p.m.	Officer A	Officer A	Officer A	Officer A	Officer K	Officer K	Officer K
8:00 a.m. to 8:00 p.m.	Officer B	Officer B	Officer B	Officer B	Officer L	Officer L	Officer L
8:00 a.m. to 8:00 p.m.	Officer C	Officer C	Officer C	Officer C	Officer M	Officer M	Officer M
8:00 a.m. to 8:00 p.m.	Officer D	Officer D	Officer D	Officer D	Officer N	Officer N	Officer N
8:00 a.m. to 8:00 p.m.	Officer E	Officer E	Officer E	Officer E			
8:00 p.m. to 8:00 a.m.	Dispatch B	Dispatch B	Dispatch B	Dispatch B	Dispatch D	Dispatch D	Dispatch D
8:00 p.m. to 8:00 a.m.	Officer F	Officer F	Officer F	Officer F	Officer P	Officer P	Officer P
8:00 p.m. to 8:00 a.m.	Officer G.	Officer G.	Officer G.	Officer G.	Officer Q	Officer Q	Officer Q
8:00 p.m. to 8:00 a.m.	Officer H	Officer H	Officer H	Officer H	Officer R	Officer R	Officer R
8:00 p.m. to 8:00 a.m.	Officer I	Officer I	Officer I	Officer I	Officer S	Officer S	Officer S
8:00 p.m. to 8:00 a.m.	Officer J	Officer J	Officer J	Officer J			

WEEK 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00 a.m. to 8:00 p.m.	Dispatch C	Dispatch B	Dispatch B	Dispatch B	Dispatch B	Dispatch D	Dispatch D
8:00 a.m. to 8:00 p.m.	Officer K	Officer G.	Officer G.	Officer G.	Officer G.	Officer Q	Officer Q
8:00 a.m. to 8:00 p.m.	Officer L	Officer F	Officer F	Officer F	Officer F	Officer P	Officer P
8:00 a.m. to 8:00 p.m.	Officer M	Officer I	Officer I	Officer I	Officer I	Officer S	Officer S
8:00 a.m. to 8:00 p.m.	Officer N	Officer H	Officer H	Officer H	Officer H	Officer R	Officer R
8:00 a.m. to 8:00 p.m.		Officer J	Officer J	Officer J	Officer J		
8:00 p.m. to 8:00 a.m.	Dispatch D	Dispatch A	Dispatch A	Dispatch A	Dispatch A	Dispatch C	Dispatch C
8:00 p.m. to 8:00 a.m.	Officer P	Officer C	Officer C	Officer C	Officer C	Officer M	Officer M
8:00 p.m. to 8:00 a.m.	Officer Q	Officer D	Officer D	Officer D	Officer D	Officer N	Officer N
8:00 p.m. to 8:00 a.m.	Officer R	Officer B	Officer B	Officer B	Officer B	Officer L	Officer L
8:00 p.m. to 8:00 a.m.	Officer S	Officer E	Officer E	Officer E	Officer E		
8:00 p.m. to 8:00 a.m.		Officer A	Officer A	Officer A	Officer A	Officer K	Officer K

WEEK 3	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00 a.m. to 8:00 p.m.	Dispatch D	Dispatch D	Dispatch A	Dispatch A	Dispatch A	Dispatch A	Dispatch C
8:00 a.m. to 8:00 p.m.	Officer Q	Officer Q	Officer D	Officer D	Officer D	Officer D	Officer N
8:00 a.m. to 8:00 p.m.	Officer P	Officer P	Officer C	Officer C	Officer C	Officer C	Officer M
8:00 a.m. to 8:00 p.m.	Officer S	Officer S	Officer E	Officer E	Officer E	Officer E	
8:00 a.m. to 8:00 p.m.	Officer R	Officer R	Officer B	Officer B	Officer B	Officer B	Officer L
8:00 a.m. to 8:00 p.m.			Officer A	Officer A	Officer A	Officer A	Officer K
8:00 p.m. to 8:00 a.m.	Dispatch C	Dispatch C	Dispatch B	Dispatch B	Dispatch B	Dispatch B	Dispatch D
8:00 p.m. to 8:00 a.m.	Officer M	Officer M	Officer I	Officer I	Officer I	Officer I	Officer S
8:00 p.m. to 8:00 a.m.	Officer N	Officer N	Officer H	Officer H	Officer H	Officer H	Officer R
8:00 p.m. to 8:00 a.m.	Officer L	Officer L	Officer F	Officer F	Officer F	Officer F	Officer P
8:00 p.m. to 8:00 a.m.			Officer J	Officer J	Officer J	Officer J	
8:00 p.m. to 8:00 a.m.	Officer K	Officer K	Officer G.	Officer G.	Officer G.	Officer G.	Officer Q

WEEK 4	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8:00 a.m. to 8:00 p.m.	Dispatch C	Dispatch C	Dispatch C	Dispatch B	Dispatch B	Dispatch B	Dispatch B
8:00 a.m. to 8:00 p.m.	Officer N	Officer N	Officer N	Officer H	Officer H	Officer H	Officer H
8:00 a.m. to 8:00 p.m.	Officer M	Officer M	Officer M	Officer I	Officer I	Officer I	Officer I
8:00 a.m. to 8:00 p.m.				Officer J	Officer J	Officer J	Officer J
8:00 a.m. to 8:00 p.m.	Officer L	Officer L	Officer L	Officer F	Officer F	Officer F	Officer F
8:00 a.m. to 8:00 p.m.	Officer K	Officer K	Officer K	Officer G.	Officer G.	Officer G.	Officer G.
8:00 p.m. to 8:00 a.m.	Dispatch D	Dispatch D	Dispatch D	Dispatch A	Dispatch A	Dispatch A	Dispatch A
8:00 p.m. to 8:00 a.m.	Officer S	Officer S	Officer S	Officer E	Officer E	Officer E	Officer E
8:00 p.m. to 8:00 a.m.	Officer R	Officer R	Officer R	Officer B	Officer B	Officer B	Officer B
8:00 p.m. to 8:00 a.m.	Officer P	Officer P	Officer P	Officer C	Officer C	Officer C	Officer C
8:00 p.m. to 8:00 a.m.				Officer A	Officer A	Officer A	Officer A
8:00 p.m. to 8:00 a.m.	Officer Q	Officer Q	Officer Q	Officer D	Officer D	Officer D	Officer D

APPENDIX "A"

SALARY ADMINISTRATION NOTES

1. The hourly and salary rates set out in the 973 Internal Equity Salary Grid are the pay rates determined in accordance with the Pay Equity and Job Evaluation Maintenance Plan.

2. The weekly salary rates represent a thirty-five (35) hour work week.

3. The only classifications in which employees are required to work in excess of thirty-five (35) hours per week are those set out in the collective agreement as follows:

By-law Enforcement Officers	42 hours per week
Surveyors/Construction Inspector	40 hours per week as per Article 22:02
Rive Run House Technicians	40 hours per week as per Article 22:02

4. A permanent employee who is selected for a new position or vacancy, either permanent or temporary shall be paid as follows:
    i. for transfers to positions in the same job grade, the employee shall be paid at the same increment in the same job grade;
    ii. for promotions or transfers to positions in a higher job grade, the employees shall be paid at the increment level in the higher job grade that is immediately higher than their current salary rate;
    iii. for transfers to positions in a lower job grade, the employee shall immediately be paid at the increment level in the lower job grade that is immediately lower than their current salary rate

Implementation of Internal Equity Salary Grid Progression:

1. All employees who started in their present position prior to January 1, 1998 and who are not currently at the "Job Rate" in their present job grade shall move to the next increment level on July 1, 1998.

2. Subsequent progression for all employees who started in their present position prior to January 1, 1998 as described in (a) above shall occur according to the applicable time periods set out in the Internal Equity Salary Scale calculated from July 1, 1998.

3. All employees who started in their present position on January 1, 1998 or later shall move to the next increment in their present job grade, in accordance with the time periods set out in the Internal Equity Salary Scale, calculated from their start date.

APPENDIX "B"

PAY EQUITY PLAN

THE CORPORATION OF THE CITY OF GUELPH

AND

THE GUELPH PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS 973 AND 1946

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

PART I

Gender-Neutral Comparison System

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

2. (a) The Committee shall have two contact persons of equal standing; one from the Employer and one from the Union who shall jointly be responsible for determining the agenda and smooth operation of the Committee.

   (b) The Employer and the Union contact person will liaise with the Human Resources Department for scheduling details i.e., times and locations. All relevant documentation generated in relation to the Job Evaluation portion of the Pay Equity Plan will be prepared by the Human Resources Department and the consulting firm Deloitte Haskins & Sells and issued to the Committee.3.

   (c) The Employer agrees to release the CUPE members on the Rating Committee without loss of pay or benefits during the employee's normal working hours at their regular straight time rate of pay for scheduled Committee meetings, and for any training agreed upon. Overtime shall not be paid.

3. (a) The Employer agrees to release the C.U.P.E. members on the Rating Committee without loss of pay or benefits during the employee's normal working hours at their regular straight time rate of pay for scheduled Committee meetings, and for any training agreed upon. Overtime shall not be paid.

   (b) This project requires that all Committee members commit the necessary time and

be flexible in its scheduling. Once the Committee has been established, a series of mutually agreed upon times and dates shall be scheduled.

4. A quorum for Rating Committee meetings shall be all Committee members.

5. With respect to communications and responsibilities, the following shall apply:

   (a) The Employer and the Union will conduct joint orientation sessions during normal working hours.

   (b) The employer will use the attached Position Description Questionnaires to gather the necessary information from employees and these shall be required to be returned by a time mutually agreed upon by the Parties.

   (c) Completed questionnaires will be reviewed by the incumbent's supervisor/department head to ensure they are complete and contain the necessary details. The supervisor's comments will be on a separate sheet and will be returned to the employee for review.

   (d) Finalized questionnaires and the supervisor's comments will then be submitted to the Human Resources Department.

   (e) The Human Resources Department/Consultant will conduct individual and/or group interviews to obtain additional details, employment conditions, etc., about the job. This may include interviews with the incumbent's supervisor. Two members of the Committee (one representative from each party, together with the Consultant) may interview employees and supervisors to resolve any disagreement on the job questionnaire.

   (f) Upon completion of all data collection, the Human Resources Department/Consultant will prepare formal presentations of the jobs, (job descriptions) for presentation to the Rating Committee within the time-frame mutually agreed upon by the Committee. All gathered documentation with additional interview notes will be made available to the Committee to aid in the evaluation task, should the Committee so require.

   (g) The Committee, may interview employees and supervisors to resolve any disagreement or to gain more specific information about the job.

6. In order for the Union to negotiate Pay Equity, The Employer will provide the Union the following information:

   (a) A list of all positions, by affiliation (i.e., Union or Non-Union and which Bargaining Unit or Local Union) with the number of male/female incumbents as of January 1, 1989.

   (b) For those positions not clearly "Male" or "Female" dominated, the male/female rations historically, so far as the Employer's records permit.

   (c) A copy of the previous year's payroll figures showing total payroll for CUPE Locals 973 and 1946 and Non-Union stall employees for 1989.

(d) Any other relevant information deemed necessary by the Committee. In accordance with the Pay Equity Act.

7. The Committee will be involved in identifying "male and female job classes" based on current and historic male/female ratios and the definition of "Job Class" contained in the Pay Equity Act, 1987.

8. The Committee will be responsible for rating all positions in CUPE Locals 973 and 1946, in accordance with the attached Job Evaluation Manual and will use the information presented by the Human Resources Department/the Consultant. The Committee will establish the grade point ratings of each position by assigning a Degree level for each Factor contained in the attached Job Evaluation Manual; however, no Committee member shall be made aware or have access to the numbers of points assigned each Degree or the Weighting until after all jobs in CUPE Locals 973 and 1946 have been rated. The Committee will operate on consensus (unanimous) basis. Failing consensus, a majority vote, as defined in Clause 4 of this document, will be accepted.
In cases where consensus or a majority vote (as defined) cannot be reached by the Rating Committee, the matter shall be referred to a non-committee representative from the Employer and a non-committee representative from The Canadian Union of Public Employees who shall decide the issue, and their findings shall become final.

9. The rating results arrived at by the Rating Committee shall be maintained and processed by the Committee, in accordance with the already agreed and established point-weighing chart. While jobs are being rated, non-participating National Representatives from The Canadian Union of Public Employees may be present. In cases where the position being rated is occupied by a Rating Committee member, such member shall not be present while the job(s) is being rated. They may be present during the Consultants presentation of the job(s).

10. The Rating Committee will rate all positions in CUPE Locals 973 and 1946 for the purposes of the Parties negotiating a schedule of adjustments for Pay Equity. The Rating Committee will also rate appropriate male comparator positions within the defined establishment for use as wage comparisons only. Such rating will be for the purpose of wage adjustments within CUPE Locals 973 and 1946 only.

11. On a majority vote (majority being defined as per Clause 4 above), the Committee will have the right to request the presence of a non-committee representative while a job is being presented if additional information is necessary, i.e., incumbent, supervisor, department head. Such individual shall not be present at the time of rating the job.

12. If at any time during the process, on a majority vote by the Committee, it is agreed that any Committee members are not participating productively, in the process, their principals, i.e., the Union or the Employer, will have the exclusive right to replace such Committee members.

13. The Committee will evaluate specifically based on job content, not on the incumbent's performance.

14. The Appeals Process will be:

(a) All appeals must be filed within ten (10) working days after the Ratings are posted with

the Human Resources Department on the approved Appeal Form. Appeals received at a later date because of extenuating circumstances will be accepted.

(b) Discussion and rationale will be represented to the employee by the Human Resources Department liaison and the Union liaison representative.

(c) If required, the position will be reviewed again by the Rating Committee. The appellant, the liaison, or the Union liaison can refer the matter back to the Rating Committee.

(d) The decision of the Internal Appeals Committee (Manager of Labour Relations or their designate and CUPE National Representative) will be final and not subject to the Grievance/Arbitration procedure contained in the Collective Agreement.

- Notwithstanding appeals which may be still going through the Appeals process, the Bargaining Committee, as defined in Part II, may elect to begin their work. Such appeals matters may be dealt with by that Committee once the results of the Appeal are reported by the Internal Appeals Committee.

(e) Once all appeals are completed, any revised ratings shall be posted and all ratings shall be passed to the Pay Equity Bargaining Committee for implementation negotiations. No further appeals will be allowed.

15. This document shall be subject to ratification by all Parties. Once ratified, this document shall constitute the roles and responsibilities that are set out in a separate document to be known as Part II of the Pay Equity Plan and are subject to ratification by all Parties.

16. A separate Committee, hereinafter referred to as the "Pay Equity Bargaining Committee", shall be established. Its composition, roles and responsibilities are set out in a separate document to be known as Part II of the Pay Equity Plan and are subject to ratification by all Parties. The Pay Equity Bargaining Committee will negotiate a "Schedule of Implementation" which will form Part III of the Pay Equity Plan when it is ratified.

17. The Parties will develop a conversion formula to compare positions in CUPE Locals 973 and 1946, The Civilian Police Association, Senior Civilian Police Association, and N.U.M.E. for Pay Equity comparisons.

ORIGINAL: DECEMBER 21, 1989
RENEWED: June 10, 2025

FOR THE UNION: FOR THE CITY:

PAY EQUITY PLAN

THE CORPORATION OF THE CITY OF GUELPH

AND

THE GUELPH PUBLIC LIBRARY BOARD

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS 973 AND 1946

Part II
Pay Equity Bargaining Committee

1. A joint Pay Equity/Internal Equity Bargaining Committee will be established and composed of representatives of CUPE Locals 973 and 1946 and representatives of the Employer. All union representatives shall be selected by the Union and all Employer representatives shall be selected by the Employer. For the purposes of the Pay Equity Plan, the Committee shall be composed on no more than four (4) representatives of each of the Parties, in addition to a National Representative of the Union and an advisor/consultant for the Employer. There shall be two representatives from each of the two local unions on the Committee.

2. The Union will select one Union representative who will liaise with the Human Resources Department for scheduling details, i.e., times and locations.

3. (a) The Employer agrees to release the CUPE members on the Bargaining Committee without loss of pay or benefits during the employee's normal working hours at their regular straight time rate of pay for scheduled Committee meetings. Overtime shall not be paid.

   (b) This project requires that all Committee members commit the necessary time and be flexible in its scheduling. Once the Committee has been established, a series of mutually agreed upon time and dates shall be scheduled.

4. For Bargaining Committee meetings, there must be no less than three (3) representatives of each Party present for official meetings to take place.

5. Upon completion of the work of the Rating Committee under Part I of this Plan, and after ten (10) working days following the posting of the ratings, the Bargaining Committee will meet to negotiate in good faith and endeavour to reach agreement on the following matters, which shall form the balance of the Pay Equity Plan upon ratification of both Parties:

   (a) The value of all payments and benefits provided as to those job classes within the established referred to hereunder, which form the amount of "compensation" for that job class.
   (b) The appropriate "male job class" comparator for "female job class".
   (c) The grade point ranges to be used.
   (d) An effective date for first adjustments, schedule of adjustments and targeted date for

final adjustments for all "female job classes" requiring a Pay Equity adjustment.
(e) Any other related matters deemed necessary by the Committee.

6. The Ratings Committee findings shall apply to all job classes. When a full Job Evaluation Plan is adopted, a Maintenance Committee shall be established composed of the members of the Ratings Committee.

7. Should the Committee be unable to reach agreement on any part or parts of those matters which are their responsibility, either Party may seek the assistance of a "Review Officer" where applicable or; by joint consent, the Committee may use any other means they find mutually satisfactory for those items not covered by the Act.

8. Should the Committee be unable to find a "male job class" within CUPE 973 and 1946 for comparison to a "female job class" within the Locals, they may, in accordance with the Act, seek any "male job class(es)" from within the "establishment" to use for comparison. Should such "male job class(es)" not yet have been evaluated, or should the "gender-neutral comparison system" used to evaluate such class(es) differ from the system used for the CUPE Locals, the Committee shall have the Ratings Committee evaluate the class(es), using the "gender-neutral comparison system" contained in Part I of this Plan.

9. The Committee may elect to begin their work at any time, notwithstanding Appeals which may still be going through the Appeals Process in Section 13 of Part I of this Plan. Such appealed matter may be dealt with by this Committee once the results of the appeal are reported by the Internal Appeals Committee.

10. Upon completion of the Committee's work, the Committee shall prepare the Schedule of Implementation (which shall form Part III of the Plan when it is ratified) and a written report (which shall be Schedule "A" of Part III), detailing the following information:

    (a) Which job classes have been included, which excluded, and why.
    (b) An explanation of the Establishment used for comparison purposes.
    (c) An explanation of how the value of the compensation was determined.
    (d) An explanation of which permissible differences in compensation under Section 8 of the Act have been used, and why.
    (e) Any other comments or explanation the Committee deems necessary to help the affected employees understand the Implementation Schedule and/or the Committee's consideration.

11. When completed, and ratified, Part III (with Schedule "A") shall be attached to Parts I and II of the Plan and posted in accordance with Section 14(4) of the Act.

12. In this Part of the Plan, items mentioned in quotations refer to those items as they are defined in Section 1(i) of the Act.

13. This document shall be subject to ratification by all Parties. Once ratified, this document shall constitute the roles and responsibilities of the Joint Pay Equity/Internal Equity Bargaining Committee.

14. The first Pay Equity adjustments shall begin January 1, 1990 and shall be made prior to the first Internal Equity Adjustment.

ORIGINAL: DECEMBER 21, 1989.
RENEWED: June 10, 2025

FOR THE UNION:

FOR THE CITY:

APPENDIX "C"

PAY EQUITY PLAN AND
JOB EVALUATION MAINTENANCE PLAN
Terms of Reference
As of March 6, 2012

PREAMBLE AND PURPOSE

This Pay Equity and Job Evaluation Maintenance Plan has been mutually agreed between the parties in order to provide an ongoing maintenance mechanism for the Pay Equity and Job Evaluation system that has been developed by the parties.

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

ARTICLE 1 – GENERAL PROVISIONS

1.1 The Steering Committee

(a) Role

The Steering Committee negotiates and oversees the entire job evaluation process including determining the nature of the plan; the composition and mandate of the various committees; all related policies, procedures, guidelines and document development associated with the processes. The Steering Committee also determines the weighting, bands and associated job grades.

(b) Composition

The Steering Committee will be comprised of a maximum four (4) Human Resources and/or other management representatives and a minimum of two (2) and a maximum of four (4) from each CUPE Locals 973 and 1946 Union Executive Members and CUPE National Representative(s).

(c) Responsibilities

(i) To negotiate and develop the Terms of Reference.

(ii) To negotiate and develop factor weighting, banding and associated job grades.

(iii) To deal with any necessary changes or amendments to the JE plan or process on an ongoing basis as mutually agreed.

(iv) Joint information sessions during work hours shall be conducted by the parties to ensure that employees are familiar with the JE process. The parties shall jointly author information bulletins during the process for employees and management staff. Training where necessary for new members of the JJEC by the CUPE JE

Representative and a member of Management shall be scheduled far enough in advance to ensure that such training occurs prior to the first day of rating of jobs by the JJEC.

1.2 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the following four legislated factors which are further broken down by the Job Evaluation Plan into 11 sub-factors as follows:

Factor	**Sub-Factors**
Skill	Knowledge Experience Judgement
Effort	Mental Effort / Concentration Physical Activity Dexterity
Responsibility	Accountability Safety of Others Leadership Contacts
Working Conditions	Disagreeable Conditions

1.3 Job Evaluations serve to:

(a) Group jobs having relatively equivalent point values into the same grade;
(b) Provide the basis from which to gauge equitable wage grade relationships between the jobs;
(c) Form the foundation from which to measure changes in job content;
(d) Enable the assignment of jobs into their proper wage grade in Schedule "A".

1.4 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, volume of work, ordinary tact and common courtesy.

1.5 In the application of the Rating Manual the following general rules shall apply:

(a) It is the content of the job that is being analyzed, not the individual doing the job;
(b) Jobs are to be evaluated without regard to existing job rates;
(c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition and the description of each factor level;
(d) No interpolation of factor degrees is to be made in the use of this programme (i.e. no insertion of a factor rating that falls between the established degrees of the factor);
(e) The job posting and rating of each job shall be relative to, consistent with, and conform to the job postings and ratings of the benchmark jobs and all other jobs in the bargaining unit.

(f) Committee members are not provided "grade" information. The role of the Committee is to ensure that the information provided is rated by assigning the appropriate degree in the rating manual. The net effect of the process will result in a grade for the position; however, the Committee must not have this information to keep the integrity of the process.

1.6 The Compensation Specialist will maintain a job file for each position. This file must contain any information that was used to establish the rating for the position including Job Fact Questionnaires, Reconsideration Forms, Job postings etc. The final rating sheets, dated and signed off by both Co-Chairs must be in all job files to serve as the official rating sheet for each position.

1.7 The completed Job Fact Questionnaire is necessary for the purpose of rating a job and assigning the job into the proper wage grade in Schedule "A". The information in the JFQ should be precise and sufficient in detail to accurately rate the job, as well as to enable the creation of an accurate summary of duties herein called the job posting.

ARTICLE 2 - THE JOINT JOB EVALUATION COMMITTEE (JJEC)

2.1 The Joint Job Evaluation Committee (JJEC) shall be comprised of four (4) representatives of CUPE and four (4) representatives of the Employer.

2.2 No members of the Union Executive or Department Heads may be on the JJEC. There are two Advisors to the Committee, the Manager of Compensation, Benefits and HRIS for the City and the National Representative for CUPE.

2.3 A quorum for the JJEC meetings shall be six (6) members, with a minimum of three (3) members each from the Employer and CUPE; including a minimum of one (1) member each from Local 973 and Local 1946. The Union and the Employer members of the Committee shall each appoint a co-chairperson.

2.4 Each party may appoint two (2) alternate representatives to serve as replacements at each party's respective leisure. The alternates shall attend training and must be rotated in to the committee evaluation meetings from time to time to ensure that they remain familiar with the process, understand the terminology and application of the JE Manual to effectively evaluate the positions.

2.5 The Compensation Specialist will provide administrative support to the JJEC. The JJEC shall provide detailed rationales for their decisions on the rating sheets that support the degree factor given for each sub-factor. The Compensation Specialist will record the JJEC's ratings for all sub-factors that are reached by consensus. If consensus cannot be reached by the JJEC, refer to the "Settlement of Disagreements" section in Article 7 herein.

2.6 It shall be the responsibility of the Compensation Specialist to provide a copy of the Rating Sheet, which has been signed by both co-chairs, to the incumbent(s) and management staff.

ARTICLE 3 – NEW POSITIONS

Whenever the Employer decides to establish a new job, the following procedures shall apply:

3.1 The Department shall prepare a job posting and the job fact questionnaire and forward to the Compensation Specialist.

3.2 The Compensation Specialist will use the provided job posting and job fact questionnaire to rate the job according to the procedures set out in the Rating Manual.

3.3 The Compensation Specialist will notify management staff of the resulting interim job grade for the position.

3.4 The job shall be posted and any person who is successful to the posting shall be paid the interim job grade established by the Employer.

3.5 A full Job Fact Questionnaire must be completed by the incumbent and submitted to their Supervisor for signoff and a copy to the Compensation Specialist, at six (6) months from their start date. The Supervisor will provide comments under each sub-factor to support or provide clarity to the information provided by the incumbent. Once the Supervisor and incumbent have signed off on the Job Fact Questionnaire it is forwarded to the Compensation Specialist in Human Resources to be evaluated under the agreed to process.

3.6 If an updated questionnaire is not received after seven (7) months, the Compensation Specialist will provide a final notice to the incumbent, the Supervisor and the Union.

3.7 If nothing is submitted after eight (8) months, the JJEC will review the documents submitted for the initial rating by the Compensation Specialist, and rate the position.

3.8 It is understood that (upon request) the current incumbent(s) in the classification shall have the right to receive copies of all previously submitted documentation that was used to determine the interim job grade.

3.9 The Compensation Specialist will review the submitted Job Fact Questionnaire to ensure completeness. If additional information is required the Compensation Specialist and JJEC may interview the employee, the supervisor, the manager or visit the job site as required.

3.10 The Compensation Specialist will schedule a meeting of the JJEC to review the full Job Fact Questionnaire. The Committee shall rate the job according to the procedures set out in the Rating Manual.

3.11 The Compensation Specialist will notify the employee and management staff of the result of the JJEC and the position will be officially placed within Schedule A of the Collective Agreement.

3.12 Upon final resolution of the job posting and rating, the provisions of ARTICLE 8 – SALARY ADMINISTRATION herein, shall apply to an employee who was assigned to the job at an interim rate.

3.13 If either the Employee or the Supervisor is not satisfied with the rating, they may file an Appeal as directed in ARTICLE 5 – PROCESS FOR AN APPEAL herein.

ARTICLE 4 – CHANGES TO EXISTING POSITIONS

4.1 Provisions for maintaining the job postings and job ratings and making the necessary adjustments that occur from time to time, as a result of new, or changed, conditions.

4.2 Requests for reconsideration under the job evaluation plan may be initiated by either the incumbent or by management by completing the Request for Reconsideration Form, subject to the provisions of the Pay Equity Act, and may only be made upon the following conditions being present:

Typically, one of the following has occurred and therefore caused a change in the position.

(a) Ongoing change(s) to the scope or function required of the position due:

- to transfer of duties to or from another level of government;
- a program, policy or procedural change as directed by Council;
- new, revised or repealed legislation which affects job content;
- additional duties and/or responsibilities as assigned by the employer on a regular and ongoing basis.

(b) Change(s) to the position following a restructure of the immediate organizational area

(c) Change(s) to the position as a result of redesign or change(s) to other jobs that directly affect the functions and/or focus of the position

(d) Change(s) to the position as a result of the restructure of another organizational area that directly affects the function and/or focus of the position.

4.3 Whenever the Employer changes the qualifications, duties and responsibilities of a job, or whenever the incumbent(s) or Union feel that the qualifications, duties and responsibilities of a job have changed a Request for Reconsideration Form must be completed and submitted to the Compensation Specialist. The Reconsideration Form must be completed and forwarded to the Compensation Specialist within six (6) months of the changes in the job. Failure to submit within six (6) months will impact any retroactive adjustment.

(a) The incumbent(s)/Union or the Supervisor/Employer may request a job reconsideration by completing and submitting a Request for Reconsideration Form.

(b) Upon receipt of a completed Reconsideration Form, the Compensation Specialist will review the Job Fact Questionnaire to ensure completeness.

(c) The Compensation Specialist will schedule a meeting with the Co-Chairs of the JJEC who will review the Request for Reconsideration Form and determine if there is sufficient information to support a change in the ratings for the position. There will be one Co-Chair from either CUPE Local 973 and CUPE Local 1946 appointed by their respective Locals and one management Co-Chair for this review.

(d) If additional information is required the Compensation Specialist and the Co-Chairs may interview the employee, the supervisor, the manager or visit the job site as

required.

(e) If it is determined that the information provided will have an impact on the ratings of any sub-factors, the JJEC will be convened to complete the reconsideration for the position.

(f) The Compensation Specialist will notify the employee and management staff of the result of the review.

(g) If either the employee or the Supervisor is not satisfied with the rating they may submit a Reconsideration Form containing new information to the Compensation Specialist who will arrange an Appeal Hearing with the JJEC per ARTICLE 5 – PROCESS FOR AN APPEAL herein.

ARTICLE 5 – PROCESS FOR AN APPEAL

5.1 Either the incumbent(s) or the supervisor may appeal the rating by completing and submitting a Request for Reconsideration Form containing new information and stating the reason(s) for disagreeing with the rating for the job.

5.2 Any such request shall be submitted within thirty (30) calendar days of the receipt of the Rating Form.

5.3 If the incumbent(s) are off due to an illness or on an approved leave, additional time to submit the Request for Reconsideration will be provided.

5.4 Upon receipt of a completed Reconsideration Form, the Compensation Specialist will review the Reconsideration Request to ensure completeness.

5.5 The Compensation Specialist will schedule a meeting of the JJEC to review the Reconsideration Form.

5.6 Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee.

5.7 The JJEC shall review the Reconsideration Form. If additional information is required the Compensation Specialist and JJEC may interview the employee, the supervisor, the manager or visit the job site to clarify information and to make a final decision on the positions rating.

5.8 The Compensation Specialist will provide a copy of the ratings by the JJEC which have been signed off by both co-chairs, to the incumbent(s) and applicable management staff.

5.9 The JJEC decision and ratings as a result of an Appeal Hearing are final and binding.

ARTICLE 6 - JOB EVALUATION TRACKING & REPORTING

6.1 The Compensation Specialist will maintain a master tracking spreadsheet of all union positions including: titles, dates of last review, type of review, and ratings.

6.2 At least once per year the Union Presidents, the Manager of Compensation and the

Compensation Specialist will meet to review the tracking spreadsheet.

6.3 After reviewing the tracking spreadsheet, the Union Presidents or the Manager of Compensation may request that a position that has not been reviewed in the past four years be reviewed.

ARTICLE 7 – REQUEST FOR COMPREHENSIVE REVIEW

7.1 It is the Parties intent to eliminate the need for a four (4) year comprehensive review for the purpose of maintaining pay and internal equity, however, either the Employer or the Union(s) may request a comprehensive review (review of all positions) but not more than once every four years.

7.2 In the event that a review is requested, this review will not start until at least four (4) years after completion of the current comprehensive review.

7.3 Upon request, the Employer will have one year to schedule the review. The time limits contained in this Article may be extended by mutual agreement of the parties in writing. All new position reviews and reconsiderations will continue during this timeframe to ensure maintenance of the job evaluation program continues.

ARTICLE 8 – SALARY ADMINISRATION

8.1 New positions – rated higher: If the job is rated at a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the employee's start date. The incumbent(s) will be placed in the same step that they were placed in on the lower pay grade. The employee will continue to receive all economic salary increases as agreed in the current Collective Agreement and continue to progress through the levels of the salary grid.

8.2 Changes to the existing job – rated higher: If the job is rated at a pay grade higher than the existing pay grade, the incumbent(s)' rate of pay shall be adjusted retroactive to the date of the Job Evaluation Reconsideration Form was received in Compensation plus up to six (6) months retroactive to the date the new qualifications, duties or responsibilities were added resulting in the new grade. The employee will continue to receive all economic salary increases as agreed in the current Collective Agreement and continue to progress through the levels of the salary grid.

8.3 New positions or changes result in a lower rating: If the incumbent is at Level 4 or Level 5 (the job rate) of the higher job grade, the employee shall be "grand parented" at that rate of pay. The employee shall remain at the "grand parented" rate in the higher job grade until the job rate of the lower job grade catches up to and exceeds the grand parented rate. The employee will continue to receive all economic salary increases as agreed in the current Collective Agreement.

If the incumbent is at Levels 1 to 3 of the higher job grade, the employee shall be placed in the lower job grade as evaluated by the J.J.E.C. and paid at the next higher salary level that gives the employee an increase in salary. If this next higher salary level is not the job rate, the employee will continue to progress through the levels of the salary grid in the lower job grade in accordance with the time periods set out on the Salary Grid until they reach the job rate in the lower job grade. The employee shall continue to receive all

economic salary increases as agreed in the current Collective Agreement.

8.4 Once the incumbent vacates this position, the salary rate for the vacancy will be in accordance with the revised rating for the position.

ARTICLE 9 - SETTLEMENT OF DISAGREEMENTS

9.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Program, the Co-chairpersons of the Committee shall request, within (10) working days, a meeting with the two advisors and attempt to assist in reaching a decision.

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

9.2 If the issue in dispute is a pay equity issue, then the parties shall notify the Pay Equity Commission to have a review officer appointed.

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

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

9.5 The Union and the Employer shall be the sole parties to the arbitration hearing and shall have the right to present evidence and arguments concerning the matter(s) in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other persons to present evidence, as deemed necessary.

9.6 The arbitrator's fees and expenses shall be borne equally between the parties.

9.7 The time limits contained in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 10 - APPLYING THE RATING TO THE SALARY RANGES

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

Job Grade	Job Evaluation Point Band
Grade 1	140 - 164
Grade 2	165 - 189
Grade 3	190 - 214
Grade 4	215 - 239
Grade 5	240 – 264
Grade 6	265 – 289
Grade 7	290 – 314
Grade 8	315 - 339
Grade 9	340 – 364
Grade 10	365 – 389
Grade 11	390 – 414
Grade 12	415 - 439

GLOSSARY OF TERMS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program

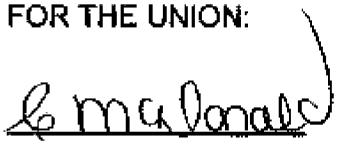
Benchmark Rating:	The Compensation Specialist will do the initial rating for a new position using the Job Evaluation Plan.
Collective Agreement:	The Collective Agreement currently in effect between the Employer and the Union.
Compensation Specialist:	This is a position in the Human Resources Department held by an individual(s) trained in job evaluation. The Compensation Specialist will ensure that employees will provide appropriate documentation that describes the skill, effort, responsibility and working conditions in order to accurately designate an appropriate wage in accordance with the Job Evaluation Plan as set out in the Collective Agreement, for all positions in the respective bargaining units.
Consensus:	A group decision making process that seeks the general consent of all members but not necessarily the agreement of all members to a determined course of action.
Current Rate:	An employee's current rate of pay.
Dormant:	A position that will not be filled for a period of time.
Employee:	An employee of the Employer in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.
Factors:	As per the Pay Equity Act, there are four major criteria required in evaluating jobs. They are knowledge, skill, responsibility and working conditions. The four factors are further broken down into eleven (11) sub-factors which are used to measure all jobs covered by this Job Evaluation Program.
Factor Degree:	The actual measurement levels within each factor.
Factor Rating:	Under each sub-factor the "rater" will review the information provided and the appropriate degree will be assigned which accurately describes the level within the sub-factor. Each degree is assigned points and the total points for all sub-factors results in the final rating for the job.
Grade:	The number assigned to a position from the rating sheet which determines the rate of pay (see Schedule A of the Collective Agreement).

Grandparented:	Employees that have had their position evaluated into a lower pay grade will remain in the higher pay grade until they are no longer in the position. Grandparenting is applied to incumbents in Levels 4 and 5 only. They will continue to receive all negotiated economic increases in the current Collective Agreement.
Incumbent:	The employee(s) who is assigned to a job. (An employee is an incumbent in one job only).
Interim Rate:	The rate established by the Compensation Specialist for a new position which has not yet been formally rated after the employee has been in the new position for a minimum of six (6) months.
Job:	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis:	The process of determining and recording, through the use of questionnaires, observations and studies, the tasks and duties comprising a job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job.
Job Evaluation:	A systematic procedure designed to aid in establishing pay differentials among jobs using a set of compensable factors contained in a job evaluation plan.
Job Fact Questionnaire (JFQ):	The questionnaire provided to employees to complete detailing the principle function, responsibilities and duties so the Compensation Specialists and/or the JJEC can accurately evaluate a position. It shall not be construed to be a detailed description of all requirements inherent in the job.
Joint Job Evaluation Committee (JJEC):	The Joint Job Evaluation Committee (JJEC) shall be comprised of four (4) representatives of the Employer and four (4) representatives of CUPE. Each party may also designate two alternates.
Job Rate:	The top step of the evaluated rate for the job.
Justifications:	Each Sub-factor will be assigned a rating and the Compensation Specialist will provide a justification using examples provided by the employee in their completed Job Fact Questionnaire.
Points:	The numerical expression adopted for measurement of each degree within each factor.
Rater:	A Rater can be the Compensation Specialist on the initial rating for new positions or any member of the JJEC.

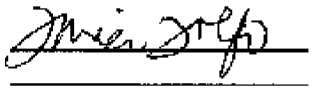
Rating Manual:	The approval manual used by the Compensation Specialist and/or JJEC Committee for analyzing and evaluating the content of a job from the job posting.
Rating Sheet:	This form will provide details of the rating for the position. It will include the date of the review, the ratings for each sub-factor and justifications for each degree level that best reflects the information provided on the Job Fact Questionnaire and/or the Reconsideration Form.
Request For Reconsideration Form:	The form used to appeal sub-factors that the employee or the Supervisor feel do not accurately describe the duties of the position. New information must be provided for each sub-factor that the employee or the Supervisor would like to be reconsidered since the last review.
Red Circled:	The current rate is in excess of the job rate that has been established for the job in accordance with the Job Evaluation Programme.
Redundant Position:	The position no longer exists and the union has received written notice.
Schedule "A":	Classifications and their associated wage grades as set forth in the Collective Agreement.
Supervisor:	Any member of the Supervisory or Management staff with direct or indirect accountability for the supervision of the job in question.
Total Points:	The sum of all points allotted to each job for all sub-factors as determined by the Rater(s) in accordance with the Rating Manual.
Wage Grade:	The designation in Schedule "A" for a particular job rate or salary level or salary range.

RENEWED: June 10, 2025
REVISED: NOVEMBER 24, 2010
REVISED: MARCH 6, 2012

FOR THE UNION:



FOR THE CITY:



APPENDIX "D"

TERMS OF REFERENCE FOR THE
MULTI-WORKPLACE
JOINT HEALTH AND SAFETY COMMITTEE

AS AGREED BETWEEN

THE CORPORATION OF THE CITY OF GUELPH

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 241

AMALGAMATED TRANSIT UNION, LOCAL 1189

AND

NON-UNION AND MANAGEMENT EMPLOYEES (NUME)

PART-TIME
FULL-TIME

JOINT HEALTH & SAFETY COMMITTEE
TERMS OF REFERENCE

PREAMBLE

1. It is a requirement of the *Ontario 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 *Ontario Occupational Health and Safety Act* and have reached an understanding as to the guidelines for the composition, practice and procedure thereof. Attached as Appendix "A" are the locations of each facility and the number of workers at each location.

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 *Ontario 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.

FOR THE EMPLOYER

FOR THE WORKERS

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	- 8 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 nine (9) times per year, with the exception of July or 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. The duration between meetings shall not be greater than 3 months.

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 members of the Committee to provide orientation on the duties and responsibilities of the Committee members. Union co-chair term is for two years. Nomination(s) and voting will be held by worker members only. The vote must be conducted in a fair and democratic manner. Votes will be taken as a ballot. Nominees may ask for a scrutineer when the ballots are tallied. Fifty per cent plus one is required to be elected as co-chair.

1.4 A Co-chair may, with the consent of his/her 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 have at least two (2) certified worker members and at least two (2) certified management members on the committee.

1.6 The Joint Health and Safety Committee members shall respect the confidentiality of all employee information.

1.7 The Health and Safety Specialist and Health and Safety Assistant are resources for the Committee, and are not members of it. All monthly workplace inspections are copied to the Health and Safety Assistant.

FUNCTIONS OF THE HEALTH AND SAFETY 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 Ontario Occupational Health and Safety Act and to attain the spirit of the Act, the Joint Health and Safety Committee shall:

(a) Identify, evaluate and recommend a resolution of all matter pertaining to health and safety in the workplace to the appropriate Executive Director and/or General Manager and/or Manager.
(b) Encourage adequate education and training programs in order that all employees are knowledgeable in their rights, restrictions, responsibilities and duties under the Ontario 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 Health and Safety Committee deems appropriate.
(e) As dictated by the Ontario Occupational Health and Safety Act.

INSPECTIONS

3.1 Monthly workplace inspections shall be conducted jointly with a worker representative or designate of the Joint Health and Safety Committee and a representative of Management.

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 Health and Safety Committee member(s) performing the inspection.

3.3 The workplace inspection form will be forwarded to the Health and Safety Assistant and to the appropriate Supervisor responsible for the workplace area inspected, and within two days of the workplace inspection. The Joint Health and Safety Committee member, or designated worker, performing the inspection will inform the Joint Health and Safety Committee of the status of the outstanding items by the next Joint Health and Safety Committee meeting.

3.4 Upon the receipt of an unsatisfactory response to a workplace inspection the worker member conducting the inspection shall send notice in writing to the Co-chairs within 5 working days. The worker member, and the Supervisor, in consultation with the Co-chairs and the Health and Safety Specialist will determine whether further action shall be pursued as set out in Section 9 (39) of the Ontario Occupational Health & Safety Act.

RECOMMENDATIONS OF THE JOINT HEALTH AND SAFETY COMMITTEE

4.1 When no progress has been made on a health and safety concern, any member may submit a motion for a recommendation. A vote of fifty plus one must occur for a written recommendation from the Joint Health and Safety Committee to be submitted by the Co-chairs, to the appropriate Executive Director(s) and they shall respond in writing within 14 days. Failing to respond or an unsatisfactory response within 14 days, the recommendation will be referred to the Chief Administrative Officer by the Co-chairs. The Chief Administrative Officer shall respond to the recommendation in writing within 14 days. Should an unsatisfactory or no response be received, the Co-chairs shall convene a meeting of the Joint Health and Safety Committee within 5 working days to determine if further actions as set out in section 9 (39) of the Ontario Occupational

Health & Safety Act should be taken.

ACCIDENTS AND ACCOMPANIMENT

5.1 The Joint Health and Safety Committee will designate worker members, 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 employer will be responsible for overseeing that the requirements prescribed in Section 51 and 52 of the Ontario Occupational Health & Safety 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 worker members of the Joint Health and Safety Committee shall designate a worker member from the area, if possible, to be present during work refusal investigations.

5.4 Management shall advise the Joint Health and Safety Committee of proposed workplace testing strategies related to hygiene. A worker member of the Joint Health and Safety 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. The worker member shall receive copies of all reports/documents/records of such testing as soon as possible.

MINUTES OF MEETING

6.1 Management shall provide administrative support for the Joint Health and Safety Committee meeting to:

- take minutes
- advise Co-chairs of quorum
- be responsible for having the minutes printed, 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 administrative assistant will circulate the draft minutes to committee members and alternates.

6.2 Draft minutes will be reviewed and approved at the following Joint Health and Safety 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 Health and Safety Committee members shall not be used in the minutes except to record attendance.

QUORUM

7.1 To proceed with normal JHSC business, the Joint Health and Safety Committee shall have a quorum of 50% minimum of total management members in attendance, and 50% minimum of total worker members in attendance, and one Co-chair present in order to conduct business. The number of management members shall not be greater than the

number of worker members present.

7.2 If a management member is unable to attend the JHSC monthly meeting, a recognized alternate management representative will attend.

7.3 A meeting can proceed, even without quorum, to facilitate a presentation by a guest speaker, and/or discuss an important issue as long as no voting occurs.

PAYMENT FOR ATTENDANCE AT MEETINGS

8.1 Entitlement to time from work - Section 9 (34) of the Ontario Occupational Health & Safety Act.

8.2 Entitlement to be paid - Section 9 (35) of the Ontario Occupational Health & Safety Act.

MEETING AGENDA

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

9.2 The Joint Health and Safety Committee may accept any item as proper for discussion and resolution pertaining to health and safety, except to amend, alter, subtract from or add to, any terms of the Collective Bargaining Agreement. All items raised from the 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 recorded in the minutes. Unresolved items will be recorded in the minutes and placed on the agenda for the next meeting. Any items that present a hazard shall be reviewed immediately with the supervisor of the work area affected.

GENERAL

10.1 All employees will be encouraged to discuss any health and safety concern with their immediate supervisor before bringing it to the attention of the Joint Health and Safety Committee.

10.2 The Joint Health and Safety 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 Health and Safety Committee and will be recorded in the meeting minutes.

10.3 Where applicable, information will be kept confidential by all The Joint Health and Safety Committee members and alternates.

10.4 Any amendments, deletions or additions to these Terms of Reference must have the consensus of the total Joint Health and Safety Committee. The Co-chairs with consensus of the Committee will present any amendments, deletions or additions of the Terms of Reference for approval of the respective parties. Such amendments must be received, reviewed and approved prior to implementation and may be attached as an Appendix to the Terms of Reference.

10.5 Please note: These Terms of Reference provide a framework for effective functioning of the Joint Health and Safety Committee; however, they do not limit the function of the

Joint Health and Safety Committee. Reference can be made to the Ontario Occupational Health and Safety Act and its Guidebook.

10.6 The Minister of Labour reserves the right to withdraw the sanction of the Multi-workplace Joint Health and Safety 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 Health and Safety Committee on an annual basis.

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"The Union"

It is agreed that two (2) positions at the Sleeman Centre will have exceptions to the basic work week and overtime rules:

1. Suites Coordinator
2. Concession (& Vending) Coordinator

- The two (2) positions will be nine (9) months in duration from the first week of August to the last week in April. The employee will be given written notice at least two (2) weeks in advance of the exact start dates and layoff dates each year.
- The work year could expand to more than nine (9) months if the operational needs of the Sleeman Centre increase in May, June or July.
- The standard work week will be thirty-five (35) hours per work week.
- The employee will take a one half (1/2) hour eating period per day if the employee is scheduled for more than five (5) hours in the day.
- Hours of work will be a minimum of four (4) hours per day and a maximum of twelve (12) hours per day at the regular rate of pay.
- Overtime will be paid at 1.5 times their regular rate after twelve (12) hours per day or after thirty-five (35) hours per week.
- Scheduled hours will conform to the Employment Standards Hours of Work and Overtime rules, including limits on the daily hours worked, the maximum hours per week, the minimum rest periods between shifts and the days off in a week/two week period.
- Vacation entitlement will be prorated based on the nine month duration and will be approved to be taken when no events are scheduled.
- Benefits as per the City's plans will be available while employed and continuation in the layoff period is subject to article 25:07.
- Employees covered by this Letter of Agreement shall not have access to the bumping procedure in article 17:04 that is reserved to permanent employees.
- The employees may apply for available alternate employment that they qualify for, during the months of May, June and July, at the rate of the available job.

FOR THE CORPORATION:
Date: January 19, 2009
Renewed: October 23, 2024
June 10, 2025

FOR THE UNION:

LETTER OF AGREEMENT

BETWEEN

The Corporation of the City of Guelph
"The Employer"

AND

The Canadian Union of Public Employees, Local 973
"The Union"

Subject: Summer Camp Employees and Remittance of Union Dues

Whereas the parties are desirous of addressing the subject of the payment of union dues for the Camp Facilitator, Volunteer and Inclusion Facilitator and Camp Leaders the parties agree as follows:

1. That the parties agree, on a without prejudice basis, that the Camp Facilitator and Volunteer and Inclusion Facilitator job classes shall pay union dues based on the same percentage paid by all full time CUPE local 973 members, and

2. That the parties further agree, on a without prejudice basis, staff in the job class of Camp Leader for the City of Guelph Summer Camps and March Break Camps shall not be required to pay union dues, and

3. That the parties agree the above conditions shall be in effect from the date of retroactively of a ratified renewal collective agreement between the parties. and that this agreement shall continue to have force for the duration of the term of that collective agreement between them.

FOR THE CORPORATION:

FOR THE UNION:

Date: March 4, 2016

Renewed: June 10, 2025

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"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.

FOR THE CORPORATION:

FOR THE UNION:

DATE: December 1, 2008

Renewed: April 3, 2016
June 10, 2025

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
The Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"The Union"

It is agreed that two (2) positions at the River Run Centre will have exceptions to the basic work week and overtime rules:

1. Front of House Coordinator
2. Box Office Coordinator

- The standard work week will be thirty-five (35) hours per work week.
- Hours of work will be a minimum of four (4) hours per day and a maximum of twelve (12) hours per day at the regular rate of pay.
- Overtime will be paid at 1.5 times their regular rate after twelve (12) hours per day or after thirty-five (35) hours per week.
- Scheduled hours will conform to the Employment Standards hours of Work and Overtime rules, including limits on daily hours worked, the maximum hours per week, the minimum rest periods between shifts and the days off in a week/two week period.

FOR THE CORPORATION:

FOR THE UNION:

Date: April 21, 2016

Renewed: June 10, 2025

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"The Union"

Due to difficulty staffing part time positions for the City of Guelph Aquatics Program, it is agreed that Article 2:01 (ix) will be applied as follows for the positions of:

1. Lifeguard
2. Aquatics Instructor
3. Deck Supervisors

Part time employees in these three (3) positions may work more than twenty (20) hours per week for consecutive weeks in order to provide the required programs in Aquatics for the public of the City of Guelph. In any week where the employee exceeds twenty (20) hours, Union dues will apply and be deducted.

It is agreed that the annual average hours per week for an employee in these three categories will not exceed twenty (20) hours. This recognizes that when programs are being provided, there is a greater requirement of staff time, compared to other limes when few programs are being offered.

FOR THE CORPORATION

FOR THE UNION

Signed at Guelph, Ontario this day of January 2009.

Renewed: April 4, 2016
June 10, 2025

LETTER OF AGREEMENT
BETWEEN
THE CORPORATION OF THE CITY OF GUELPH
"The Employer"
AND
CUPE Local 973
"The Union"

WHEREAS the parties had significant discussion regarding the addition of the South End Community Centre to the current complement of recreation facilities during the 2025 contract negotiations;

AND WHEREAS the Employer desires to staff the South End Community Centre and other recreation facilities with CUPE 973 staff who will work outside the Basic Work Week (Article 22.01) and Exceptions to the Basic Work Week (Article 22.02 i);

AND WHEREAS the Employer outlined their desire for new full-time equivalent positions added for the South End Community Centre and other recreation facilities to have hours of work that change the standard work week for Culture and Recreation to thirty-five (35) hours per week, five (5) consecutive days, Sunday to Saturday, between the hours of 5:30 a.m. and 11:00 p.m.;

AND WHEREAS the Union identified concerns that an agreement to such hours altered standard hours of work would negatively impact the hours of work for the current complement of full-time employees and that in the future the Employer might increasingly schedule part-time non-union employees to work weekday hours while its members might increasingly be required to work evening and weekend shifts;

AND WHEREAS the facility is slated to tentatively open in 2026 and the parties are desirous of reaching a Memorandum of Settlement to conclude this round of contract negotiations.

NOWTHEREFORE the parties agree to the following terms:

1. The Parties agree that prior to the opening of the South End Community Centre the Employer will share a draft and final schedule with the Union;
2. The parties agree that existing CUPE 973 full-time employees in the Recreation department will maintain (grandparent) the hours of work and their current positions prior to ratification of the collective agreement; no current employee holding the above-mentioned positions will be transferred to another facility unless mutually agreed upon;
3. For no more than 50% of any new or reallocated positions the standard work week for Culture and Recreation will change to thirty-five (35) hours per week, five (5) consecutive days, seven (7) consecutive hours Sunday to Saturday, between the hours of 5:30 a.m. and 11:00 p.m.. The intended work schedule will be clearly identified on the job posting.
4. The utilization of part-time non-union employees who work schedules with hours of work falling within those defined in 22:02 (i) will be limited.
   For clarity, the majority of hours as outlined in 22:02 (i) of the Collective Agreement will be staffed using CUPE 973 full-time Employees.

All other terms and conditions of the Collective Agreement shall apply.
This Letter of Agreement will expire upon the expiry of the collective agreement, unless an extension is mutually agreed by both parties in writing.

FOR THE CORPORATION:

FOR THE UNION:

LETTER OF AGREEMENT
Between
THE CORPORATION OF THE CITY OF GUELPH
"The Employer"
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"The Union"

SUBJECT: Exception to the basic work week for Building Services

The parties agree that the language set out in 22:02(a) will now include employees in the following positions:

- Building Inspector I, II, III
- Plans Examiner I, II, III
- Mechanical Plans Examiner
- Mechanical Inspector III
- Mechanical Inspector II / Backflow Prevention
- Technical Lead Commercial Inspection
- Technical Lead Resource Conservation and Mechanical Systems
- Technical Lead Residential Inspections
- Technical Lead Plans Examiner

The following will apply:

A. The Union and the Employer agree employees would be grand-parented in under the previous language (22:01 Basic Work Week). This was a one time opt in or opt out of the new language. This will be a one time opt in or out and will not be able to be changed without agreement between the Employee(s), Manager/Supervisor and the Union.

B. Any employees who chose to opt out of the hours of work under 22:02 (a) are unable to claim overtime during the months outlined in the CBA (Sunday of the second full week in April until Saturday of the second full week in November) unless required due to coverage, requested in advance and approved by the Chief Building Official.

C. It is agreed that, as of the date of signing this agreement any new hired employees in the positions listed above will be automatically assigned the work hours in 22:02 (a).

D. This Letter of Agreement is on a without prejudice and precedent basis.

FOR THE CORPORATION:

FOR THE UNION:

LETTER OF AGREEMENT
Between
THE CORPORATION OF THE CITY OF GUELPH
"The Employer"
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 973
"The Union"

The parties have agreed to amend article 20.00 and all related articles to change the Employer's vacation year to January 1 to December 31. As well, vacation will be "front-loaded" meaning employees will receive vacation prior to earning it. The change will be effective January 1, 2026. As part of that amendment to the Collective Agreement, the parties have agreed to the following understanding of the transition process:

1. Employees will receive their vacation entitlement July 1, 2025 as outlined in Article 20:00 of the 2022-2025 Collective Agreement, including earned increases.
2. Employees will accrue vacation for the period from July 1, 2025 to December 31, 2025 based on 2022-2025 Collective Agreement language. This accrued amount will be added to their vacation bank on January 1, 2026.
3. Additionally, Employees vacation entitlement for January 1, 2026 to December 31, 2026, based on the new Collective Agreement language, will be added to their vacation bank on January 1, 2026.
4. Employees who are eligible under the new article 20:00 language for vacation entitlement increase between January 1, 2026 and December 31, 2026 will receive that vacation increase January 1, 2026.
5. In all disputes over vacation, seniority shall govern for the period of July 1, 2026 to December 31, 2026 only, providing that the vacation period has been reserved by November 1st, 2025.
6. Any vacation in an employee's vacation bank as of December 31, 2025 will carry over into 2026. All employees with 4 weeks or greater vacation bank will use at minimum two weeks between July 1, 2025 and Dec 31, 2025.
7. It is further agreed that employees will be able to carry-over up to 15 days of vacation into 2027, and 10 days of vacation into 2028.
8. As of December 31, 2028 vacation language will be as per the Collective Agreement, whereby only 5 days of vacation may be carried into the following and subsequent years.
9. Any new employees hired between July 1, 2025 and December 31, 2025 will receive pro-rated vacation on date of hire based on five-sixth (5/6) day vacation for each month from date of hire until December 31, 2025. They will then receive three weeks of vacation January 1, 2026.

Set out below is the further understanding of the parties with respect to the transition period

Scenario: Employee with 5 weeks vacation; not eligible for vacation entitlement increase in 2026	
Time period	**Vacation accrual impact**
July 1, 2025	5 weeks added on July 1, 2025
July 1, 2025, to December 31, 2025	2.5 weeks added on January 1, 2026
January 1, 2026, to December 31, 2026	5 weeks added on January 1, 2026
Total for 2026	7.5 weeks total added January 1, 2026

Scenario: Employee with 3 weeks vacation; eligible for vacation entitlement increase in 2026 based on new language; vacation anniversary date is April 1, 2019 (7 years in 2026)	
Time period	**Vacation accrual**
July 1, 2025	3 weeks added on July 1, 2025

July 1, 2025, to December 31, 2025	1.5 weeks added on January 1, 2026
January 1, 2026, to December 31, 2026	4 weeks added on January 1, 2026
Total for 2026	5.5 weeks total added January 1, 2026

Scenario: Employee with 3 weeks vacation; eligible for vacation entitlement increase in 2026 based on 2022-2025 language; vacation anniversary date is April 1, 2017 (9 years in 2026)	
Time period	**Vacation accrual**
July 1, 2025	3 weeks plus 1.5 days added on July 1, 2025
July 1, 2025, to December 31, 2025	2 weeks added on January 1, 2026
January 1, 2026, to December 31, 2026	4 weeks added on January 1, 2026
Total for 2026	6 weeks total added January 1, 2026

FOR THE CORPORATION:

FOR THE UNION:

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