COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF GUELPH

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 241

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 a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2:00 SCOPE

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

(b) When a new position is created or where a vacancy of a temporary or permanent nature occurs inside the bargaining unit, the Employer shall immediately notify the Union **President and Secretary** in writing with a copy of the job posting. When the Employer intends to change a bargaining unit position or not fill a bargaining unit vacancy the Employer shall immediately notify the Union in writing. When the Employer intends to remove a position from the bargaining unit the Employer shall provide the Union with as much advance notice as possible, but no less than sixty (60) days advance written notice.

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

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

2.04 During the first week of employment, the employee's immediate supervisor shall introduce the employee to **their** Union steward. An officer of the Union will be given a maximum of thirty (30) minutes during working hours to orient the new employee(s) regarding the benefits and duties of Union membership.

2:05 No Union Business on Working Hours

The Union agrees that there will be no Union **business** during regular working hours, and no meeting on City premises. **However, authorized representatives of the Union shall be permitted to enter City premises at reasonable times for the purpose of conducting Union business, or meeting with members, provided permission has been obtained from the General Manager of the Department, or designate. Entry shall not be unreasonably denied.**

ARTICLE 3:00 CITY'S AND EMPLOYEES' RESPONSIBILITIES

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

in providing the many services, subject to the terms of this Agreement.

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

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

ARTICLE 4:00 MANAGEMENT'S RIGHTS

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

4:01 (a) Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable 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, lay off and recall.

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

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

ARTICLE 5:00 NO DISCRIMINATION OR WORKPLACE HARASSMENT

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

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

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

- unwanted touching
- suggestive remarks, gestures or staring

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

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

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

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

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

(f) It is mutually agreed that any employee who may be either a party to or the subject of a harassment complaint, that is raised under the terms of this Collective Agreement or the City's Workplace Harassment and Discrimination Policy, has the right to Union representation at all stages of the harassment investigation process. The Union will be notified of all 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.

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

5:03 If an employee feels compelled to bring forward an allegation of wrong doing in the City they, shall provide information through the Union on the allegations for investigation. The City shall investigate the matter and respond to the Union and the employee in a reasonable period of time. No employee or Union representative shall be disciplined in any matter, intimidated or coerced for publicizing any alleged wrong doing within the City provided such alleged wrong doing has been brought forward by the Union and the City has been provided reasonable opportunity to address any alleged wrong doing.

ARTICLE 6:00 CORRESPONDENCE

6:01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager of Human Resources or their designate and the Secretary

of the Union **or designate**, with a copy to the Canadian Union of Public Employees, 1120 Victoria St. N., Suite 204, Kitchener, Ontario, N2B 3T2.

ARTICLE 7:00 MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

7:01 It is agreed that all employees, who are eligible to be in the bargaining unit, shall be required to pay an amount equal to the current weekly Union dues, whether a member or not, so long as the Union is the recognized bargaining agent. It is further agreed that the City will deduct from the wages of each employee a sum equal to the current weekly dues and remit money so deducted to the Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by two (2) lists of names showing from whom deductions were made.

7:02 It is further agreed that the City will notify the Union Secretary **and President** when new employees are hired, whether these new employees are hired on probationary or temporary basis. **The City will also provide, on a monthly basis, notification to the Union Secretary and President of current employee resignations, terminations, retirements and deaths.**

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

ARTICLE 8:00 NEGOTIATING COMMITTEE

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

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

ARTICLE 9:00 GRIEVANCE COMMITTEE

9:01 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of up to three (3) employees composed of the President, the Vice-President, and the Steward. A designate will be appointed in the case of an absence. The City will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of the Agreement.

ARTICLE 10:00 ASSISTANCE OF THE UNION

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

ARTICLE 11:00 COMMITTEES AND STEWARDS

11:01 The Union acknowledges that Stewards, members of committees and Union Officers have regular duties to perform on behalf of the City. For the purpose of dealing with grievances of employees or

other Union business, such persons shall not absent themselves from their work without first obtaining permission from their supervisor. In accordance with this understanding the City shall not make any deductions from such employees for time so spent.

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

11:03 Grievances shall not be investigated or processed while employees involved are working on overtime. Should a grievance meeting be scheduled prior to the normal start time or continue beyond the normal end of their shift, union members present at the meeting will have the option to bank or be paid out the extra time at overtime pay.

ARTICLE 12:00 COACHING, GRIEVANCE AND DISCIPLINE PROCEDURE

12:01 Non–Disciplinary Coaching Session

A coaching session 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 sessions are non-disciplinary. The City agrees that coaching sessions do not form part of progressive discipline and will not be used in arbitration. The Union agrees that coaching sessions shall not form the basis of a grievance and that Union representation is not required in coaching sessions between the employee and the supervisor.

12.02 Grievance Procedure

a) It is the mutual desire of the parties to this Agreement to attempt to settle complaints of employees as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. The employee is strongly encouraged to first discuss the issue with their immediate supervisor.

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

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

An individual shall, at all times, retain their right to lodge a formal complaint of harassment under the Ontario Human Rights Code. In the event an individual either advises the parties that he/she has lodged a formal complaint or lodges a formal complaint under the Human Rights Code, any grievance that has been initiated on his/her behalf shall no longer apply and action commenced under the grievance procedure shall cease forthwith.

Step 1

The employee**, together with a Union Steward,** 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 the Human Resources Advisor.

The supervisor shall, within five (5) working days, convene a meeting with the grievor, accompanied by their steward and/~~or~~ an additional department manager or designate to discuss the grievance. A written reply to the grievance will be sent to the President, Vice–President, Steward and employee within five (5) **working** days following the meeting. Failing settlement at this step, Step 2 may be invoked.

Step 2

Within five (5) days of receipt of the response in Step 1, the Union shall notify the Human Resources Advisor 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 up to three (3) members of the Union, the grievor, the Supervisor/designate, and up to two (2) representatives of management.

(a) The City shall give its decision in writing to the President, Vice-President and Steward 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.

(b) Any grievance of a notice of lay-off, lay-off **or termination** 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 Vice President or designate, and Union assigned Steward with Human Resources and the supervisor 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.

12:03 Discipline, Suspension, Discharge

(a) **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 or form part of progressive discipline and will not be used in arbitration or be placed in employee file. Should the employee request union representation, the City will ensure a union representative is provided.**

(b) An employee shall be accompanied by a Union representative at all meetings where disciplinary matters are investigated or meetings where discipline is administered.

(c) For meetings where documented verbal warnings or written warnings are discussed or administered, the employee shall be accompanied by a Union Steward (or a Union Executive).

(d) For meetings where suspension is investigated or administered, the employee shall be accompanied by **one member of the executive** and an assigned Steward. **At the request of the**

union a 3rd union representative will be added to the meeting.

(e) For meetings where discharge is investigated or administered, the employee shall be accompanied by the Union President, the Vice-President **and** an assigned Steward.

(f) The Employer shall commence an investigative process with an employee upon receipt of an expression of dissatisfaction concerning their work performance within ten (10) working days of the event resulting in the complaint or within ten (10) working days from the date of receipt of a written complaint or e-mail, including members of the Public. The Union will be provided a copy of the written complaint, if one exists.

(g) If this procedure is not followed, such expression of dissatisfaction shall not become part of their record.

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

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

(j) Notice of the suspension or discharge shall be presented in person or if this is not possible, shall be sent to the employee's last known address. A copy will be provided to the Union President.

12:04 Extension to Time Limits

The time limits outlined in this article may be extended by mutual agreement of the parties, in writing. Extensions to the timelines could be requested by e-mail by either party. If time limits are not met in the grievance procedure, either party may advance the grievance to the next step.

12:05 Policy Grievance

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

12:06 Grievance Mediation

Following the receipt of the written response from the City at Step 2 the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. The costs of any such grievance mediator shall be shared equally by the parties. In the event a grievance is forwarded to mediation, the parties agree to meet within (90) days, subject to the mediator's availability.

12:07 Employee's Record

No disciplinary document shall be placed on the employee's file that has not first been shown and a copy given to the employee. An employee shall have the right to have access to, make copies and review **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.

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

ARTICLE 13:00 ARBITRATION

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

13:02 Powers of Arbitrator

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

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

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

ARTICLE 14:00 MANAGEMENT GRIEVANCES

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

ARTICLE 15:00 NO STRIKES OR LOCKOUTS

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

ARTICLE 16:00 SENIORITY

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

(b) Continuous Service
Continuous service shall mean service that is not broken by an interval of more than three (3)

working days without written permission from the employee's supervisor.

16:02 Seniority Applied to Promotions and Transfers

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

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

16:03 Seniority Applied to Layoffs and Recalls

(a) No employee shall be **laid off** until they have been offered all temporary, seasonal and summer student employment.

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

16:04 Bumping Procedure

(a) All employees shall receive written notification prior to being laid off. The Union representative and each employee shall be given sufficient time during working hours to discuss the options available to the employee under this article prior to the expiry of the five (5) working days, as set out in (d) below.

(b) Provided there are no internal applicants, prior to commencing the bumping procedure, an employee being laid off may choose an open position in the same or lower classification, if the employee is qualified to perform the work. Should the affected employee elect this option, the parties agree that the placement into a vacancy represents an election to bump.

(c) If no open position exists, an employee 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.

(d) When exercising their right to bump, the employee must notify the **HR Designate as outlined on the bumping letter** within five (5) working days after receiving the lay-off notification of their intentions in writing, noting the position, person and department they wish to bump.

(e) An employee being laid off may bump any **employee** below them in seniority provided that the employee bumping has the skill and qualification and shows to the satisfaction of the supervisor that they can do the work which is available. **A**n employee **may** bump into a higher classification (bump up), **if they have been successful in a recruitment process for that position within 2 years from the layoff notice date.**

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

(g) An employee who is exercising their bumping rights or who is being bumped, at the time of

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

(h) An interview will be arranged between the employee exercising their seniority rights, the General Manager of the Department or their designate, the General Manager of Human Resources or their designate and the Union, acting as an advisor to the rights of the said employee involved, as soon as possible.

(i) If the employee is granted the bump, they will be on trial for thirty (30) working days. Immediately on assuming the new position, the employee has up to ten (10) working days to determine if the position is suitable to them. If the employee decides the position is not suitable, they have the right to exercise their seniority rights one more time. If the second opportunity is unacceptable to the employee, the employee must assume the lay-off and are not eligible to bump again.

(j) If the employee is not granted the position through the bump, they then have the right to continue the bumping procedure.

(k) If, for whatever reason, the employee does not work out satisfactorily in the thirty (30) day trial period, then they must assume the lay-off and are not eligible to bump again.

(l) New employees shall not be hired until those laid off have been given an opportunity of recall.

(m) A permanent lay-off is defined as a lay-off designed to permanently reduce the work force or a lay-off that exceeds or is intended to exceed four (4) months duration. A temporary lay-off is defined as a lay-off that does not exceed four (4) months.

16:05 Loss of Seniority

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

(a) the employee leaves of their own accord;

(b) the employee is discharged for cause, which is not reversed through the grievance procedure;

(c) the employee is absent for three (3) or more consecutive working days without permission or without providing an acceptable explanation on their return;

(d) the employee has been laid off continuously for a period of thirty-six (36) months or for a period of time equal to the employee's seniority, whichever is the lesser;

(e) the employee has been laid off and failed to return within five (5) working days after notification to do so has been sent to **them** by registered mail to the last address on record with the City.

16:06 Seniority List

A Seniority List will be established by occupational classification for all employees covered by this Agreement who have completed their probationary period based upon each employee's last date of hiring. It is agreed that such seniority list shall be revised and posted on all boards by January

15th and June 15th of each year and a copy filed with the Secretary of the Union. This list will include the name of the employee, their classification and the respective date of hire and will be considered as correct if not questioned within ten (10) days of posting.

16:07 Length of Service

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

16:08 Probation Period

When employees are hired externally, they shall be on probation for a period of up to seventy-five (75) days worked, and such time may be extended by mutual consent of the parties at the request of the City. During the probation period, the employees shall be subject to the terms of this Agreement, except with respect to discharge. During the probationary period, the employee shall be subject to deductions for Income Tax, Employment Insurance, Canada Pension, OMERS and Union Dues from the date of hire.

16:09 Permanent Full-time Employees

Permanent full-time employees are those:

(a) who have satisfactorily completed their probationary period, or

(b) **who have been retained for more than one day beyond their original end date as a temporary employee, unless an extension to the term of employment has been agreed to subject to Article 19:01**.

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

(c) who are regularly employed more than twenty-four (24) hours per week.

(d) where more than one employee is hired to start employment on the same day, seniority preference and placement on the seniority list shall be decided by a random draw mutually acceptable to the City and the Union. The affected employees and a member of the Union executive shall be present at that random draw.

ARTICLE 17:00 JOB POSTING

17:01 In the event new jobs are created or vacancies occur, the City will post such new jobs or vacancies for a period of Seven (7) working days in order that employees may have the opportunity of applying. Temporary employees or employees subject to article 17.06 will only be considered if there are no permanent employees who meet the criteria to apply as set out in 17.04 (a). Such job postings will be posted as per job description, and the wage or wage ranges.

All employees wishing to apply **may** do so using the approved internal application **or with a resume and cover letter. Applications will be reviewed against the qualifications indicated in Section A of the job posting**. Employees must complete the qualifications section **if using the internal application,** and**/or demonstrate on their resume how they meet the Section A qualifications. Employees** are encouraged to also attach copies of any documents pertinent to their application, such as licenses and certificates. Incomplete applications will not be considered.

17:02 New Jobs, Vacancies and Temporary Vacancies

(a) In the event new jobs are created or vacancies occur in jobs, the new jobs or vacancies shall be posted prior to an employee being selected and trained for the job. **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.** However, it is recognized that the City must assign personnel to these vacancies on a temporary basis. This temporary period is not to exceed **sixty (60)** working days, unless extended by mutual agreement.

(b) Posting of Temporary Positions or Vacancies

In the event that temporary positions are created or temporary vacancies occur, where the period will exceed forty-five (45) working days, such position will be posted. **Selection shall be in accordance with Article 17:04 (d). Should a full-time employee within the bargaining unit obtain the temporary position or vacancy, t**his shall be considered a temporary transfer within the bargaining unit. At the end of the temporary placement, the employee will be reinstated to their previous position. **The employee is not eligible for another temporary transfer within the bargaining unit for twelve (12) months from the end of their temporary contract. The 12-month waiting period between temporary contracts will be waived provided the temporary contract did not exceed sixty (60) working days.** Only the initial vacancy will be posted. Any subsequent vacancy created by the transfer will not be posted.

17:03 Outside Advertising

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

17:04 **Assessment** Process

(a) In the event that one (1) or more employees apply for a job posting, suitable permanent full-time employees shall **be assessed**. For the purposes of this article, suitable is defined as the skill, ability, experience and qualifications, as set out in the job posting. The three (3) most senior suitable applicants **shall** be **assessed. Assessments will take the form of written test(s), practical, physical / skill tests, interview panel or any combination thereof to ensure candidates are assessed for the qualifications and skills considered most important to the position**. If none of the most senior applicants **originally assessed** are selected for the position, the remainder of the suitable applicants shall be **assessed** in increments of **up to** three (3) until the job is filled or

all suitable internal applicants have been **assessed. The City agrees that the assessment process and metrics will be consistent for all internal applicants to a job posting, and that if no internal applicants are successful in the assessment process, any external applicants to the same role will be assessed, at a minimum, through the same process and metrics as the internal candidates.**

(b) If there are no suitable applicants from the bargaining unit, who have all of the posted qualifications for a job posting, the City shall consider a bargaining unit applicant, who is deemed to have some suitability. This may include an employee, who does not have all of the experience but has some experience. It would also include an employee who does not have all the qualifications or certifications that are required, at the time of the posting. Preference would be given to an employee who is preparing for the qualifications prior to the posting and who has some experience related to the job they are applying for. The City shall interview up to three (3) internal applicants, who are deemed to have some suitability, as described above.

This Article will not apply to job classifications that are regulatory or legislated.

If an applicant as described above is deemed to require additional time, the trial period, as per 17:05, may be extended from a forty-five (45) working day trial period to a trial period of up to but not exceeding one hundred and twenty (120) working days. The other terms of 17:05 would continue to apply.

(c) **Assessments will be conducted by up to three non-Union staff including the supervisor and/or Manager of the department.**

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

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

17:05 Trial Period

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

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

17:07 Courtesy Postings

All job postings with Local 241 and Local 973, A.T.U. Local 1189, and Guelph Professional Firefighters will be posted on the infonet. It is understood that posting outside the Local, in which the vacancy exists, is a courtesy posting only. The department shall continue to post job postings on bulletin boards if requested by the employees of each location..

17:08 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 Abilities & Occupational Health Specialist and Manager of Labour Relations **and Customer Service** or designate would meet with the Union Executive to review each case and the job would only be posted if the employee was not expected to return to their job for an indefinite period of time.

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

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

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

ARTICLE 18:00 TRANSFERS

18:01 Temporary 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 241 collective agreement, for a period not to exceed **twenty-four 24** months. **They must return to their base position for a period of 12 months before being eligible for another non-union opportunity.**

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 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 **sixty (60)** 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 241.

18:02 Permanent Transfers

An employee transferred from CUPE Local 241 to CUPE Local 973 or CUPE Local 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 date of the month following the date of transfer. They shall be on a trial period of up to forty (40) days worked, with the Corporation reserving the right to confirm the transfer after a lesser period if their services are satisfactory. If in a period of up to forty (40) days worked their services are not satisfactory, they shall be returned to their former position, and any other employee who has been removed or transferred because of this rearrangement shall be returned to their former position at their previous wage rate and without loss of seniority.

18:03 Temporary Transfers between Locals

Temporary transfers between CUPE Local 241 and CUPE Local 973 or CUPE Local 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.

18:04 Where an employee is required to do work of a higher category, they shall be paid at the higher rate of pay for such work, for each time worked.

ARTICLE 19:00 TEMPORARY EMPLOYEES

19:01 (a) A temporary full-time employee is one who has been hired by the City to work the regular number of hours (40) per week in the department for a specified time period of **either**:

i. **Seasonal work**:
- to perform work that is strictly seasonal in nature **for a period of nine (9) months or less**;

ii. **Non-Seasonal**:
- of a non-recurring **time period of twelve (12) months or less**
- or for a period of up to **eighteen (18) months** to replace employees who are absent due to illness, injury or leaves of absence under this Agreement; including pregnancy, parental or adoption leave

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

(c) Any temporary employee retained for more than **one day beyond their original end date**, shall become a full-time employee, unless an extension to the term of employment has been agreed to subject to Article 19:01 (d).

The time they have worked as a temporary employee, will be counted for seniority purposes and

other terms of this Agreement, where applicable will become effective from the date they commenced work.

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

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

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

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

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

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

(f) No temporary employee shall work more than one (1) continuous term of employment **without first having a three (3) month break in service from the bargaining unit,** except by the prior agreement of the parties in writing.

(g) **No later than January 31st and July 30th each year, the City will provide the Union with a listing of seasonal positions. It is agreed that the number of seasonal 9 month temporary positions will not exceed 35%, rounded to the nearest full person, of the number of temporary positions for that season.**

(h) **Temporary seasonal employees who have completed a contract greater than eight (8) months in length, whose end date in that position is within six (6) months from the next position's start date, shall be considered before any new external candidates for the same position**

19:02 Benefits for Temporary Employees

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

(a) Paid Holidays, other than those covered by Employment Standards Act
(b) Sick Leave
(c) **Short-Term Disability**
(d) **Long-Term Disability**
(e) Group Life Insurance **and Accidental Death and Dismemberment**
(f) Discharge
(g) Extended Health Care

(h) Dental
(i) Semi-Private Coverage
(j) **Uniform Allowance, excluding Footwear**

Notwithstanding the above exceptions, any temporary employee hired for a period of greater than nine (9) months, or a temporary seasonal employee who is rehired for a subsequent contract in wage grades one or above of greater than eight (8) months, shall be entitled to:

i. **Paid Holidays in accordance with the collective agreement**
ii. **Non-Cumulative Sick Hours**
iii. **Extended Health and Dental Benefits in accordance with article 29:01, excluding (a), (c), (d), (h)**
iv. **Uniform Clothing Allowance of $175**

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

ARTICLE 20:00 LEAVES OF ABSENCE

20:01 Union Leave

(a) For Union Leave of less than five (5) days in duration ten (10) working days written notice is required, except in cases of emergency.

(b) The Union agrees to provide thirty (30) working days advance written notice for leave of five (5) days or more.

(c) The Corporation shall invoice Union leave on a monthly basis by the third (3rd) week of the current month for all Union leaves in the prior month.

(d) Union leave without pay or loss of seniority or service credits will be granted for employees or Union officials to attend Union affairs up to a total of eighty (80) working days per year. The employer shall continue to pay all benefits and credits to such employees and the Union shall reimburse the employer for the employee's wages only. The Corporation is hereby freed of all responsibility to the employee in the application of this Clause. It is understood that this Clause is conditional upon the employee or an Officer of the Union signing a waiver agreeing to those provisions before leaving on such leave.

(e) Upon thirty (30) working days' notice to the General Manager of the Department and the General Manager of Human Resources or their designate, an employee shall be granted a leave of absence for a term of up to two (2) years, if elected or appointed to an office or staff position with the Canadian Union of Public Employees, the Canadian Labour Congress or the Ontario Federation of Labour. A second employee may request a similar leave, providing both employees are not from the same work area within the Corporation.

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.

(f) The Corporation agrees to provide the Union with ten (10) days of paid Union Leave each calendar year for the purpose of CUPE Local 241 sponsored Health and Safety Training for bargaining unit members. The request for training will be presented to the Manager of Employee Relations to ensure the training request is not being offered in-house within the next 6 months.

20:02 Bereavement Leave

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

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

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

(c) Up to two (2) working days at the time of the death or funeral: Brother-in-law, sister-in-law, spousal grandparent, aunt, 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 at the discretion of the Director of the Department or their designate and shall be based on the required travelling time to the funeral.

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

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

(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.

20:03 Leave for Personal Reasons

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

Seniority is retained up to the commencement of the leave but no seniority is accumulated for the duration of the leave period. Seniority accumulation commences on the return to work.

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

Employees must use their unscheduled vacation entitlement and all eligible lieu time before an

unpaid leave can commence. If scheduled vacation is in the requested leave period it would need to be used.

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

20:04 Jury Duty & Selection

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

20:05 (a) Pregnancy Leave

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

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

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

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

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

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

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

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

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

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

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

20:06 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.

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

(a) A full-time employee who applies for and qualifies under Article 20:05, shall be approved for the Employer's Supplemental Unemployment Benefit Plan (SUB Plan) for one period of fifteen (15) weeks for either Pregnancy or Parental or Adoption leave.

(b) The SUB Plan will pay seventy-five per cent (75%) of the employees' 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 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 EI payment advice slip.
- The SUB plan does not cover the EI unpaid 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 20:05 (b).

20:08 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 per cent (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 EI 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 21:00 ANNUAL VACATION

21:01 **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.

21:02 Employees on the active payroll with one (1) year of continuous service, as of **December 31st** shall

be entitled to **three (3)** weeks' vacation at regular hourly rate of pay, or **six** per cent (**6**%) of gross pay, whichever is larger.

21:03 Employees on the active payroll with **seven (7)** years continuous service as of **December 31st** shall be entitled to four (4) weeks' vacation at regular hourly rate of pay, or eight per cent (8%) of gross pay, whichever is larger.

21:04 Employees on the active payroll with **fourteen (14)** years continuous service as of **December 31st** shall be entitled to five (5) weeks' vacation at regular hourly rates of pay, or ten per cent (10%) of gross pay, whichever is larger.

21:05 Employees on the active payroll with **twenty (20)** years' service as of **December 31st** shall be entitled to six (6) weeks' vacation at regular hourly rates of pay, or twelve per cent (12%) of gross pay, whichever is larger.

21:06 Six (6) weeks plus one (1) day vacation after twenty six (26) years' continuous service;
Six (6) weeks plus two (2) days' vacation after twenty seven (27) years' continuous service;
Six (6) weeks plus three (3) days' vacation after twenty eight (28) years' continuous service;
Six weeks plus four (4) days' vacation after twenty nine (29) years' continuous service.

21:07 Employees on the active payroll with thirty (30) years of service as of **December 31st** shall be entitled to seven (7) weeks' vacation at regular hourly rates of pay, or fourteen per cent (14%) of gross pay, whichever is larger.

21:08 (a) **An employee will be entitled to their vacation increase based on the following criteria:** If an employee's anniversary date entitling them to vacation in accordance with Articles 21:02, 21:03, 21:04, or 21:05 falls **between January 1 to June 30 they will receive their increase the January prior to their anniversary date. Employees hired between July 1 and December 31 will receive their increase the January following their anniversary date.**

(b) **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 earned vacation.**

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

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.

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

21:09 Upon the death of an employee, **their estate** shall be paid all outstanding vacation pay and/or lieu

days.

21:10 (a) An employee shall be entitled to take not more than two (2) weeks' annual vacation during the period of July 1st to Labour Day inclusive. Employees with five (5) or more weeks' vacation may take no more than three (3) weeks' vacation between July 1st and Labour Day inclusive. Employees with more than two weeks' vacation shall be allowed to take their vacation with the approval of their supervisor.

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

(c) **Effective January 1, 2026 the vacation period will be split into two six (6) month periods as outlined below.**

By April 1st, the City shall post a vacation notice **for the period of July 1st to December 31st** and all employees shall indicate by April 15th what vacation period they wish.

By October 1st the City shall post a vacation notice for the period of January 1st to June 30th and all employees shall indicate by October 15th what vacation period they wish.

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

(d) The supervisor shall complete the **January 1st to June 30th** vacation schedule by **November 1st. The supervisor shall complete the July 1st to December 31st vacation schedule by** May 1st. After May 15th **or November 15th,** the vacation schedule shall not be altered except by mutual consent.

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

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

(g) **A maximum of up to five (5) vacation days may be carried over from one vacation year to another.**

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

(i) If the employee has not submitted a request for all their current year's vacation entitlement by **September 1st**, the supervisor will schedule the employee's remaining vacation exceeding five (5) days to ensure it is taken between **September 2nd** and **December 31st**. Vacations will be scheduled to be consistent with operational requirements.

21:11 Hospitalized while on Vacation:

Where an employee is incapacitated due to illness or injury as defined in (a), (b) and (c) below while on vacation and who qualifies for non-cumulative sick hours or short term disability (STD) the period of vacation, so displaced, shall be added to the employee's vacation entitlement and deducted from the employee's non-cumulative sick hours or STD. The vacation day(s) will be rescheduled at a later date at a time mutually agreeable to the employee and the supervisor. The employee must provide to the City, medical documentation from a medical practitioner to have their vacation reinstated and they must apply for STD, if applicable.

(a) An in-patient in a hospital, or
(b) Convalescing following hospitalization, or
(c) Receiving home care as prescribed by the employee's treating medical practitioner.

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

An employee shall not be entitled to bereavement leave if they fail, upon request, to provide the General Manager of Human Resources or their designate with reasonable proof of death of the relative.

ARTICLE 22:00 HOLIDAYS

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

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

(b) Full time employees covered by this Agreement will be credited with two (2) floater days that must be taken between January 1 and December 31 of the calendar year or the floater days will be forfeited. Floater days will be taken at a time mutually agreed between the employee and their supervisor.

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

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

(d) Wastewater Treatment Operators, who are required to work twelve (12) hour rotating shifts, will be given an alternate 12 hour shift off, when the holiday occurs on the employees regularly scheduled day off or if the employee is scheduled to work on the holiday. This shall be granted as a lieu day to be taken on a date to be mutually agreed between the employee and the Supervisor/Manager.

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

(f) Holiday Shifts – Facility Maintainers – 7 Day Operation

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

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

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

22:02 Pay for Work on Paid Holidays:

(a) Employees who accept unscheduled overtime on any of the above holidays will be paid at the rate of double time for all hours worked in addition to one day's pay for the holiday, except as follows.

(b) Employees who are scheduled to work, such as Winter Control, Solid Waste Resources Division and any activities normally scheduled on a seven (7) day per week basis, will be paid **double** time for all hours worked on a holiday and will be given a day in lieu of the holiday. Such work must have been scheduled at least seven (7) days in advance. Lieu days are to be taken in half-shift (four (4)) or full shift (eight (8)) hour periods. All lieu days earned by employees must be taken by the end of the calendar year. Lieu days applying to Christmas and Boxing Day shall be taken within the first quarter of the following year.

(c) Employees in Winter Control, and any activities normally scheduled on a seven (7) day per week basis will be paid time and one half (1½) for all hours worked on the alternate days set out in Article 22:01 (g). Such work must have been scheduled at least seven (7) days in advance.

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

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

(b) Where any of these employees request a Saturday off specific to Article 22:03 (a) and so advises their supervisor in writing at least two (2) weeks in advance, the supervisor will attempt to find an alternate employee. If no alternate employee is available, the least senior employee, not on an approved leave, will be required to work to meet operational requirements. When the proper two

(2) weeks' notice is given, the alternate employee becomes responsible for working on the Saturday.

ARTICLE 23:00 HOURS OF WORK

23:01 Standard Work Week:

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

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

Temporary Change to the Work Week

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

23:02 Eating Periods

(a) Eating periods will be a one half (½) hour paid period.

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

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

23:03 Exceptions to the Standard Work Week

A. Shift Work

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

(ii) All shift work will be distributed equally among the employees qualified to do the work and shall be on a rotating basis.

(iii) Notice of shift changes shall be given to the employees concerned at least forty-eight (48) hours before the start of their next scheduled shift. **When an employee is on approved leave of absence or vacation, notice shall not be given until their first shift back.** When it is not possible to give forty-eight (48) hours' notice of a change of shift, overtime will be paid at the appropriate rate for the duration of the first additional shift. An employee not provided at least twenty-four (24) hours' notice of a shift change shall not be compelled to accept the shift change.

(iv) Shifts shall be paid at the basic rates shown in Schedule A.

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

(vi) Notwithstanding Article 23:03 A (ii) where an employee on a rotating shift requests and is approved to work a static night shift, the remaining employees in the work group will rotate on the remaining shifts, for the length of time the employee working the static shift is in this position. Either party can revert to the rotating shift schedule by providing forty-five (45) days worked advanced written notice.

B. Parks, Culture and Recreation; & Tourism & Community Investment Department

(i) Facility Maintainers - Any five (5) shifts of eight (8) consecutive hours, 6:00 a.m. to 4:00 p.m., or 3:00 p.m. to 1:00 a.m., Sunday through Saturday.

If an employee is late or phones in sick, the Operator on days or afternoons must remain at work on an overtime basis until a replacement is found.

(ii) Lead Facility Maintainers will work any five (5) consecutive shifts of eight (8) consecutive hours, Sunday through Saturday 8:00 a.m. to 5:00 p.m.

(iii) Cleaners will work any five (5) consecutive shifts of eight (8) consecutive hours, 4:00 a.m. to 1:00 a.m., Sunday through Saturday.

(iv) Civic Precinct Maintainer – will work any five (5) consecutive shifts of eight (8) consecutive hours, Sunday through Saturday 6:00 a.m. to 12:00 a.m.

(v) POA Maintenance Technician – will work any five (5) consecutive shifts of eight (8) consecutive hours, Monday through Friday 6:00 a.m. to 5:00 p.m.

(vi) River Run Centre Maintenance Technician – will work any five (5) consecutive shifts of eight (8) consecutive hours, Sunday through Saturday 6:00 a.m. to 12:00 a.m.

(vii) Ride Operator/Splash Park Attendant and Team Leader Ride/Splash Park will work any eight (8) consecutive hours between 9:00 a.m. and 9:00 p.m. Sunday through Saturday.

(viii) Parks Operations and Forestry staff will work any five (5) consecutive days, eight (8) consecutive hours, Monday to Friday, between the hours of 7:00 a.m. and 4:00 p.m.

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

Winter maintenance shifts within Parks will be a standard work week of five (5) consecutive eight (8) hour shifts, between Monday and Friday based on the shift schedule:

Shift A- Monday to Friday 4:00am to 12:00pm
Shift B- Monday to Friday 6:00am to 2:00pm
Shift C- Monday to Friday 7:00am to 3:00pm

Staff working Winter maintenance shifts within Parks program will be required on a rotational basis to work a weekend shift which will be five (5) consecutive days of eight (8) hours from 4:00 am to 12:00pm

All shifts will be on a rotational basis.

Winter maintenance shifts within parks shall begin no earlier than November 1st and shall end no later than April 15th in each year unless weather dictates.

(ix) Any dual positions (staff who transfer from a facility to the Parks department for the summer) will be agreed to in an annual letter of agreement.

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

C. Operations Department

(i) The positions of Lead Hand – Fleet, Licensed Automotive/Truck & Coach Technician and the Auto Service positions will work five (5) consecutive shifts alternating on three (3) shifts, from 11:00 pm to 7:00 am., 7:00am to 3:00 p.m., and 3:00 p.m. to 11:00 p.m., commencing Sunday night at 11:00 pm through Friday at 11:00 pm

(ii) Vehicle Washer position will work any **five (5) consecutive shifts of** eight (8) consecutive hours, between 7:00 am and 11:00 pm Monday **to** Saturday.

(iii) Motorized and Manual Street Cleaners will work eight (8) consecutive hours between 4:00 a.m. to 1:00 p.m., Monday to Friday.

(iv) Asphalt Crew will work any eight (8) consecutive hours between 5:00 a.m. and 5:00 p.m., Monday through Thursday, and between 5:00 a.m. to 4:00 p.m. on Fridays.

(v) Boulevards and Concrete, Stormwater crews will work any eight (8) consecutive hours between 7:00 a.m. and 5:00 p.m. Monday through Thursday, and between 7:00 a.m. to 4:00 p.m. on Fridays.

(vi) Winter control shifts will be five (5) consecutive eight (8) hour shifts, based upon a seven (7) day per week, 24 hour per day period utilizing a three (3) - eight (8) hour shift rotation. The shifts for all employees, except the winter control lead hands shall be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., 11:00 p.m. to 7:00 a.m. The winter control lead hands shall work 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., 10:00 p.m. to 6:00 a.m. shifts.

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

Winter control shifts shall begin no earlier than November 1st and shall end no later than April **30th** in each year. The start and stop of winter control shifts will be agreed upon by the City and the Union.

(vii)The Public Works Inspector position is scheduled to work any (8) consecutive hours between 5:00 a.m. and 5:00 p.m., Monday through Thursday, and between 5:00 a.m. to

4:00 p.m. on Fridays.

As an alternate schedule they may be required to work over a two (2) week period, one (1) week three (3) days and the next four (4) days per week, twelve (12) hours per day, on a 7/24 rotation, with the exception of Tuesday's shift at eight (8) hours. The normal hours of work for the Public Works Inspector is considered to be week one - thirty-six (36) hours and week two - forty-four (44) hours.

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

Lead Hand, Public Works will work any five (5) consecutive shifts of eight (8) consecutive hours, Sunday through Saturday between 5:00 am and 10:00 pm.

D. Solid Waste Resources Division

(i) Solid Waste Collection will work any five (5) consecutive shifts of eight (8) consecutive hours between 5:00 a.m. and 4:00 p.m., Monday to Friday.

(i) Waste Resource Innovation Centre (WRIC) - hours of work for all positions at the Waste Resource Innovation Centre shall be any five (5) consecutive shifts of eight (8) consecutive hours, Monday through Saturday.

Day shift	6:30 a.m. – 6:30 p.m.
Afternoon shift	3:00 p.m. – 11:30 p.m.

(ii) Site Operations Work Area - On a rotational basis equally distributed amongst all staff (excludes Household Hazardous Waste Operator and Site Operations Lead Hand), up to four (4) staff shall work five (5) shifts of eight (8) consecutive hours, Monday through Saturday. The balance of the staff shall work any five (5) consecutive shifts of eight (8) consecutive hours, Monday through Saturday.

Day shift	6:30 a.m. – 6:30 p.m.
Afternoon shift	3:00 p.m. – 11:30 p.m.

E. Wastewater Services Division

(i) The hours of work for Wastewater Maintenance employees shall be any five (5) consecutive shifts of eight (8) hours each, Monday to Friday scheduled between the hours of 6:00 a.m. and 4:00 p.m. based on the requirements of the operation. Notice of changes shall be given to the employees concerned at least forty-eight (48) hours before the start of the next shift on which they are required to work.

(ii) **The hours of work for Wastewater Collections employees shall be any five (5) consecutive shifts of eight (8) hours each, Monday to Friday scheduled between the hours of 6:00 a.m. and 4:00 p.m. From April 1 to October 31 the schedule may be any five (5) consecutive shifts of eight (8) hours each, Monday to Friday scheduled between the hours of 6:00 a.m. and 6:00 p.m., based on the requirements of the operation. Notice of changes shall be given to the employees concerned at least**

forty-eight (48) hours before the start of the next shift on which they are required to work

(iii) The on-call operator will work a 7:00 a.m. to 11:00 a.m. shift on the Saturday of the on-call period, at time and one half (1.5) the regular rate and the Sunday shift 7:00 a.m. to 11:00 a.m., at the rate of double time (2) the regular shift.

F. Wastewater Treatment Plant – 12 Hour Shifts

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

(ii) The Rotating Shift Schedule will cover as a minimum a period of one (1) year. A copy of each subsequent Rotating Shift Schedule will be posted by May 1st - see 21:11 (c).

(iii) In recognition of varying staffing conditions it may be necessary to change the Rotating Shift Schedule to cover staff shortages caused by long term absence, staff vacancies.

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

G. Water Services Division

(i) Water Services metering staff will work either four (4) consecutive ten (10) hour shifts, between the hours of 6:00 a.m. to 6:00 p.m. or five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 7:00 a.m. to 7:00 p.m.

Water Services distribution staff shall work any five (5) consecutive eight (8) hours shifts between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.

(ii) Water Services treatment staff will work any five (5) consecutive eight (8) hour shifts Sunday through Saturday, between 8:00 a.m. and 4:00 p.m.

(iii) Corporate field locate staff will work either four (4) consecutive (10) hour shifts, between the hours of 7:00 a.m. to 6:00 p.m. or five (5) consecutive eight (8) hour shifts, Monday through Friday, between the hours of 7:00 a.m. to 6:00 p.m.

(iv) Water Services operators for certain times of the year could be assigned to swabbing and flushing and work any four (4) consecutive ten (10) hour shifts between 7:00 p.m. and 7:00 a.m.

(v) Water Services After-Hours Standby Coverage

Normal Standby Coverage:

Water Services standard operating standby shifts will be staffed as follows:

i. For the distribution area, one distribution operator will be on call;
ii. For the supply area, one supply operator will be on call; and
iii. Up to two distribution operators will be on call to provide crew support to perform after-hours system repair.

Incident and Emergency Standby Coverage

To respond to severe incidents related to the supply of water or the security of the water system, and with a minimum forty-eight (48) hours' notice, or with as much notice as can be reasonably provided in the case of an emergency (as defined by the Water Services Emergency Plan), management may implement additional temporary operator standby schedules consisting of up to four (4) operators on standby.

Qualified operators will be offered these additional shifts in a sequential manner based on operator seniority – from most senior to most junior in seniority.

If management is unable to fill these shifts using the method described above, then management will assign these shifts to operators beginning with the least senior and moving to the most senior operators.

All provisions of this contract will apply to these additional operator standby shifts.

At the end of the incident, when operation returns to normal, Management will cancel these additional standby shifts and return standby staffing levels to normal.

H. Facilities and Energy Management Department

(i) Corporate Building Maintenance will work five (5) consecutive shifts Monday through Friday, of eight (8) consecutive hours between the hours of 6:00 a.m. and 5:00 p.m.

(ii) Corporate Building Maintenance Cleaners will work five (5) consecutive shifts Sunday through Saturday of eight (8) consecutive hours between the hours of 4:00 a.m. and 1:00 a.m.

23:04 Inclement Weather

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

ARTICLE 24:00 SHIFT PREMIUM

24:01 Shift premiums will be: **$1.90** per hour.

24:02 Shift premium will be paid for all hours worked outside **the hours of 8:00 a.m. to 4:00 p.m.,** Monday through Friday. All work performed on a Saturday or Sunday by a full-time employee shall be paid shift premium, if it is their standard work day. No shift premium will be paid where overtime

premium is already being paid.

ARTICLE 25:00 OVERTIME

25:01 (a) All time worked by employees outside the normal hours of work is overtime and shall be paid at the rate of time and one half (1½x) for the first six (6) hours and double time (2x) thereafter except that all overtime performed on Sunday shall be at the rate of double the regular hourly rate.

(b) An employee who has worked the 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.

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

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

Example: Regular Shift 8:00 a.m. to 4:00 p.m. – Called in at 8:00 p.m. and worked to 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 regular rate. The employee then works 10:00 a.m. to 4:00 p.m.

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

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

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

25:05 For employees on rotating shifts, one day per week will be considered as a Sunday for overtime

purposes, that being the employee's second scheduled day off in the pay period.

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

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

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

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

(i) Each operational section or division shall be governed by the overtime rotation procedure covering that section or division that is presently operating.

(ii) Where unscheduled overtime is required to be performed by an employee who is regularly assigned to a particular piece of equipment or where the employee is in the process of completing a job, task or route, the overtime opportunity will be given to the employee so occupied.

(iii) Where there is scheduled overtime continuous with the employee's regular shift, the employee shall be required to stay to perform the overtime work to a maximum of one hour.

(iv) "By rotation" or "rotational" shall be defined as starting with the employee who is the next scheduled and qualified person who is willing to perform the overtime and then proceeding in the sequence to the next employee until the last person available is offered the overtime.

(v) Should the employee decline the overtime opportunity it will count as if the employee worked the overtime and the overtime will then be given to the next employee on the rotation.

25:07 Wastewater Treatment Operators

Wastewater Treatment Operators at the Wastewater Treatment Plant, who are required to work the seven (7) day per week rotating shift rotating shift schedule shall be paid at the prevailing overtime rate for all hours worked in excess of those hours scheduled.

An Operator unable to attend their regularly scheduled shift shall call in two (2) hours prior to the beginning of a twelve (12) hour night shift or twelve (12) hour day shift and one (1) hour prior to the beginning of an eight (8) hour day shift.

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

opportunity to work the eight (8) hour balance of the vacant shift. If all available eight (8) hour day shift operators decline the overtime, the designated eight (8) hour day shift operator will be required to cover the balance of the vacant shift.

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

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

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

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

25:09 Meal Allowance

When an employee works overtime and they work three (3) or more continuous hours, the employee shall be entitled to one (1) meal allowance of **fifteen** dollars (**$15.00**) for the duration of the contract. **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.**

25:10 Working Through Eating Period

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

25:11 Lieu Time Bank

(a) All employees may bank overtime at the appropriate premium rate to a maximum of one hundred and twenty (120) hours in a calendar year. The overtime lieu bank cannot be replenished.

(b) If the employee's lieu bank has reached the maximum one hundred and twenty (120) hours, and overtime is worked, the employee will be paid overtime subject to Article 25:00.

(c) Lieu time may be taken as paid time off at a time mutually agreed between the supervisor and the employee, in recognition of operational requirements. Prior to taking banked overtime, an employee must use statutory lieu time and floaters.

(d) If the employee is working at a rate higher than their regular hourly rate at the time the overtime is worked and the employee wishes to bank the hours as lieu time, the difference between the higher rate and their regular rate will be paid in the pay period the time is worked.

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

ARTICLE 26:00 STAND-BY

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

26:02 (a) Employees who are scheduled for stand-by shall receive stand-by pay and be provided with Communication Devices. When required by the employer, employees on stand-by will also be provided a City vehicle. When such employees are called out, they shall be paid as in Article 25:04, where applicable.

(b) Employees on stand-by shall be available in a condition to perform their work and shall respond to a call or after hours' answering service in a reasonable period of time.

Stand-by pay will be: **10% of an employee's regular hourly rate**

26:03 (a) The period covered by stand-by shall be from end of employee's shift Tuesday to start of employee's shift the following Tuesday. Stand-by call shall be on a rotating basis and divided as equally as possible among the employees qualified to do the work required. For the call out period only, employees shall receive the lead hand rate that is applicable to their department. The employee may bank the time subject to Article 25:11.

(b) 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 work place to their residence.)

26:04 (a) Mechanics that are on stand-by for a full weekend shall receive stand-by pay from midnight Friday to **6:00 a.m. Monday**. The stand-by period shall correspond with Winter Control Programs.

(b) When statutory holidays fall on a weekend during the Winter Control period or fall on a day adjacent to the statutory holiday weekend, the mechanic who is scheduled to be on stand-by that weekend shall also be on stand-by for the adjacent statutory day(s). Mechanics **may** be required to repair fleet assets **if called in** while on stand-by.

(c) Mechanics who are required to be on stand-by for the Saturday only following a long weekend, during the non Winter Control period, shall receive stand-by pay from Midnight Friday to 11:59 p.m. Saturday.

26:05 Sewer Blockage Crew

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

The stand-by labourer for call out by the stand-by Lead Hand shall be paid the stand-by rate as per Article 26:02 and be provided with a Communication Devices. When such employees are called

out, they will be paid at their normal rate of pay with the applicable overtime rates as per Article 25:00.

Employees who work winter control may be required to be on-call to support winter control operations. Employees will receive stand-by pay from 11:59 pm on Friday to 11:59 p.m. on Sunday.

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

ARTICLE 27:00 WAGE RATE CLASSIFICATIONS

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

ARTICLE 28:00 SICK LEAVE

28:01 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.

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

28:03 Notification Requirements for Absence

(a) Employees who are unable to assume their normal duties on any scheduled working day must notify their supervisor at least one (1) hour prior to the commencement of their scheduled day shift and at least two (2) hours prior to their scheduled afternoon or night shift. Exceptions may be granted, if the employee has reasonable cause for not being able to contact their immediate supervisor in the times noted.

(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.

28:04 Short Term Disability (STD):

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

(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 per cent (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.

(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 per cent (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.

28:05 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. The waiting period would be deducted from the employee's non-cumulative sick hours.

(b) If the employee does not have sufficient non-cumulative sick hour entitlement to cover the waiting period, the employee may use cumulative sick hours or request to be paid from their stat lieu bank, banked overtime, floater bank, vacation, or personal days.

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

(e) Should the claim be denied after exhausting the above options, the employee shall be required to repay any overpayment monies at ten per cent (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.

(f) Pension contributions, union dues, and all required deductions may be deducted while the employee is on STD. If the employee is receiving seventy-five per cent (75%) STD with no top-up, they would be required to sign an agreement regarding a reserve that may be established to buy back OMERS, as per Article 29:06, on return to work.

(g) 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).

28:06 Non-Cumulative Sick Hours:

(a) An employee will receive forty-eight (48) 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, who has unused non-cumulative sick hours from the current year, may carry over up to sixteen (16) non-cumulative hours into the following year. The non-cumulative sick hour bank would be to a maximum of sixty-four (64) hours, at any point in time.

28:07 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.

28:08 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 twenty (20) non-cumulative sick hours per year, subject to availability, for medical appointments.

28:09 Personal Hours:

a) All full-time employees will receive **Thirty-Two (32)** personal hours per calendar year. Personal hours may not be carried over to the next calendar year.
b) All full-time employees 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.
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.
d) 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 one (1) additional day with pay to attend the Citizenship Ceremony.

28.10 Modified Work

(a) <u>Rehabilitation, Modified Duties and Work Accommodation</u>

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

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

(b) Return to Work and Job Security

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

(c) Sequence of Return to Work and Modified Duties

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

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

(ii) Should an employee not be capable of returning to their former position, the City and the Union shall jointly determine the suitable placement of the employee who is on sick leave, L.T.D. or W.S.I.B., when it is determined they are capable of returning to work.

(iii) If the employee cannot return to their former position and if all other efforts to find suitable work for the employee have been explored by the City and the Union and have not been successful, the employee shall have the right to bump a less senior employee for which they are qualified, subject to Article 16:04 and the established functional abilities, as identified by their Health Care Professional.

(d) Objectives of the Program:

(i) To restore an ill/injured or disabled employee to their fullest possible occupational economic capacity.

(ii) To provide the employee with an effective setting for work accommodation and work rehabilitation following illness or injury or disability.

(iii) To accommodate and/or rehabilitate an ill/injured or disabled employee in their pre-injury/pre-illness/pre-disability position or job, wherever feasible, or to accommodate the employee in another position or job.

(e) Definitions:

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

(ii) Suitable Work is an alternate position which has been specifically designed by the parties to accommodate an employee's medical restrictions. The Employer is required to accommodate an employee's medical restrictions. The employee is required to provide the Employer and Union with any changes in their capabilities through their rehabilitation period.

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

(f) When an employee is unable to perform their regular duties or work their full daily or weekly scheduled hours on a temporary basis, they will not be permitted to work overtime. If they have returned to their full daily and weekly scheduled hours but still have medical restrictions/limitations, they would be permitted to work overtime providing their Health Care provider confirms the overtime will not impede their further recovery.

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

(h) Modified Duties and Work Accommodation Program

(i) Any employee who has sustained an occupational or non-occupational illness/injury or disability that prevents them from performing the essential duties of their regular job shall be eligible to participate in this program.

(ii) The City, in consultation with the Union, shall jointly determine the design of modified work or duties based on medical information for the employee who is off work due to illness/injury/disability.

(iii) Upon receipt of a release of information signed by the employee, the Human Resources Department shall provide to the Union representative designed to assist the employee medical documentation relevant to the employee's medical restrictions and that is required to determine appropriate modified duties. The Union Wellness Representative shall receive a monthly report of all members off on Short Term Disability, Long Term Disability or Workplace Safety and Insurance Act benefits.

(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.

28.11 **WSIB**

The Corporation of the City of Guelph may advance, through payroll deposit, Workplace Safety & Insurance Board payments at the WSIB rate of one hundred percent (100%) of eligible earnings for up to four (4) weeks after the commencement of a claim, pending a

decision on entitlement from WSIB and thereafter for the duration of the approved claim, providing the employee submits the required information to adjudicate the claim

28:12 Transfers Between CUPE Locals

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

ARTICLE 29:00 BENEFIT PLANS

29:01 The Corporation agrees to pay hundred per cent (100%) of the premium cost of the following benefits, which are subject to the conditions of the Benefits Plan:

Dependent children are eligible for benefits if they are less than 22 years of age, or, if 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 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 of $9.50 per prescription, for the duration of the contract.

Sexual Health and Wellness Drugs effective February 1, 2014 – for the duration of the contract.

Ambulance service.

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

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

Paramedical Services, including clinical psychologist, speech pathologist, podiatrist.

Physiotherapy Coverage:
$1000 maximum per calendar year, no deductible - for the duration of the contract.

Massage Therapy:
$1000 maximum, no deduction.– for the duration of the contract.
(Reflexology may be used as part of the maximum massage therapy amount - for the duration of the contract.)

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

Acupuncture, Naturopath, Homeopath and Osteopath:
Coverage to a combined maximum of $600 per covered individual annually for acupuncture, naturopath, homeopath and osteopath, for the duration of the contract.
Note – This applies to the services of a health care provider registered in these professions only and duly licensed.

Sleep Apnea:
Sleep apnea coverage to a maximum of $600 per covered individual per calendar year, for the duration of the contract.

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

(c) Group Term Life Insurance:
Employee: Two times (2x) annualized wage – for the duration of the contract (current hourly rate X 2080 hrs.), with a minimum of $55,000.00.

Dependent coverage: Spouse - $10,000 – for the duration of the contract.
Dependent child - $ 5,000 – for the duration of the contract.
Retired employees up to age 65 - $25,000

(d) Accidental Death and Dismemberment (AD&D):
Coverage equal to Life Insurance (two times annualized wage) – for the duration of the contract.

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

Orthodontic Plan – rider at 50–50 co-payment schedule.
$3,000 lifetime maximum - for the duration of the contract.

Major Restorative Plan
100% plan pay up to $3000 plan maximum per year.

(f) The Corporation will pay 100% of the premium cost of Vision Care for each person covered $550 every twenty-four (24) months - for the duration of the contract.

Vision Care – Laser Eye Surgery

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

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

(g) The Corporation will pay one hundred per cent (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 three (3) years for each person covered.

The benefit plan will pay the cost of an Audiology Test to max of eighty dollars ($80.00) once every thirty-six (36) months.

(h) Long Term Disability Insurance (LTD)

i. LTD Waiting Period – Twenty-six (26) weeks.
ii. 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.
iii. LTD Benefit level - seventy per cent (70%) of base salary at the date of disability.
iv. Employee Medical Benefits will be provided by the City for an employee on an approved medical leave of absence until their sixty-fifth (65th) birthday.

(i) Professional Services
Psychologist or mental health professionals - $600 per calendar year

(j) Heath Care Spending Account

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.**

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

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

(b) The retired or disabled employee must have a minimum of ten (10) years continuous

employment with the Corporation at the time of retirement or disability to be eligible for this program.

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

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

(e) This provision will be provided to retired and disabled employees, provided they are not receiving their benefits from another Employer, or through the Government or Government agencies.

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

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

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

29:05 Group Life Insurance Coverage

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

29:06 Ontario Municipal Employees Retirement System

The City and the Employee will continue to share equally in the premium cost of OMERS.

29:07 Application for Benefits

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

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

writing.

29:09 Benefit Continuation After Layoff

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

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

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

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

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

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

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

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

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

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

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

29:12 Benefits – Employees Working Past Age 65

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

(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) 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.

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

(d) 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 30:00 HEALTH AND SAFETY

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

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

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

30:02 Workplace Safety and Insurance Act

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

30.03 Employees shall report weekly to their Supervisor, all driving time with any other employer.

ARTICLE 31:00 PROTECTIVE CLOTHING AND EQUIPMENT

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

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

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

31:04 Coveralls **and Protective Wear**

The City will provide coveralls**, or alternate protective clothing upon request,** for all employees of the Water **Services** Division, Wastewater Services Division, **Operations, Parks,** and employees at the Waste Resource Innovation Centre. Coveralls, **shirt/pant combination, or alternate protective clothing (as per employee's preference)** will be supplied on the basis **of** one change per day for Fleet Service only and one change for each of the other classes. Coveralls will be provided for the hose man on the basis of one suit for the duration of the crack filling operation.

31:05 Uniform Clothing Allowance

(a) **Effective February 1, 2026** City employees will **be provided a** Uniform Order Form **annually for the amount of $350.00**. Employees have the option of selecting any of the items contained in the order form. **Any amount over $350.00 would be paid personally by the employee.**

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

(c) Employees who do not choose the standard issue or employees who do not **submit** their uniform order form **before the end of the year** will be responsible for providing their own clothing, at their own expense, in the approved colour (navy blue). Excessively worn, tattered or dirty clothing will not be permitted.

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

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

(f) Safety Footwear

Effective February 1, 2026 the City will pay annually for approved CSA safety footwear purchased from a City approved supplier, to be purchased prior to the end of the vacation year.

The City will pay: **$190.00** per pair annually for the duration of the contract.

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

31:06 Wearing of Shorts

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

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

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

31:07 Prescription Safety Glasses

The City will reimburse to any full-time employee who performs work where safety glasses are required, up to $350.00 once every twenty-four (24) months for the purchase of prescription safety glasses, upon presentation of a receipt to their supervisor.

31:08 Use of Own Tools

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

31:09 Legal Costs

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

ARTICLE 32:00 MILEAGE

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

ARTICLE 33:00 JOB DESCRIPTION

33:01 The City agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. The City shall prepare a new job description whenever a new job is created or whenever the duties of a job change or increase. These job descriptions shall be presented and discussed with

the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days of presentation.

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

ARTICLE 34:00 BULLETIN BOARDS

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

ARTICLE 35:00 GENERAL

35.01 When the City requires specific certificates or licences (excluding driver's licence) for the performance of an employee's current duties, the City will reimburse the employee the cost of any certificate or licence fees required to maintain such certificate or licence. If an employee is required to be re-tested or re-examined for their current driver's licence, the City shall allow the employee the use of an appropriate City vehicle for a required road test.

Employees will be reimbursed up to $125 once every three (3) years as reimbursement for the costs associated with the renewal process for A, Z, D licensing requirements where the employer requires.

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

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

35:04 Communications / Council and Management

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

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

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

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

(b) Should the Employer at any time participate in any job creation or job training programs, the

following is agreed to:

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

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

(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 (i) and (iii) above, shall not be paid by the City and shall work under the direction of a City employee. The number of such employees that can be used by the City at any one time shall be subject to agreement between the City and the Union.

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

35:07 Changes to City Policies

The City will advise the Union is writing in advance of the introductions, implementation, the revision or updating of any new Corporate or Departmental policies, that may 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. When the City creates a working group or committee to have input on the development of potential policies, the Union President or delegate, will be invited to participate.

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

36:01 Should the City of Guelph, Wellington County, its Townships or their respective advisors/consultants plan to, or merge, amalgamate or combine any of their operations or functions with each other and with the City of Guelph, or should the City of Guelph plan to, or merge, amalgamate or combine any of their operations or functions with another municipal or private sector Employer or transfer, convey or lease any of its operations or functions to another municipal or private sector Employer, the Corporation will contact the Union immediately.

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

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

municipality.

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

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

ARTICLE 37:00 PERMANENT REDUCTION OF WORK FORCE

37:01 In the event of layoff, as defined in Article 16:03, 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 two (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.

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

ARTICLE 38:00 NOTIFICATION OF CHANGE

38:01 Technological Change

In this Article "technological change" means any change in:
(a) the introduction of equipment or processes different in nature from that previously utilized;
(b) in work methods, organization, operations or processes affecting one (1) or more employees;
(c) in the location at which the work, undertaking or business operates;
(d) 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.

(i) When technological change or change in the method by which services are provided is to be made, which will bring about the layoff of a permanent employee or employees or which will

adversely affect their wage rate and when the Employer is considering the introduction of technological change:

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

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

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

(iii) 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.

38:02 Public-Private Partnerships

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

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

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

38:03 Contracting Out and Job Security

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

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

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

39:01 (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.

(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 **their** 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 they are 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, equipment or use of a personal vehicle being used for City purposes.

(g) 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 and may be subject to discipline, 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 and may be subject to discipline.

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

ARTICLE 40:00 LABOUR/MANAGEMENT COMMITTEE

40.01 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 (2) days in advance of the meeting.

ARTICLE 41:00 WORK RELATED TRAINING

41.01 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.

If accommodations are provided, and utilized by the employee, travel outside of the regular working

hours will not be compensated.

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

41.02 Water/Wastewater Operator Licensing

The City wishes to encourage all operations and maintenance employees in Water Services, Wastewater Treatment and Wastewater Collections to attain the highest level of certification available in their current system. In order to assist employees to attain these licenses, the City will pay the exam fees for employees, allow the employees to write the exams on working time and provide study materials and training support through in-house training programs.

Any current employee who does not possess an Operator-In-Training licence may apply for a posted position for an Operator-In-Training, on the understanding that they obtain the licence prior to assuming the position.

ARTICLE 42:00 DURATION

42:01 This Agreement shall be effective from **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 prior to expiry in any year of their desire to alter same. However, any change deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.

Notwithstanding the above, any such agreement shall require the signatures of the President of CUPE Local 241, the CUPE representative and the General Manager of Human Resources or their designate.

Dated at GUELPH, ONTARIO this 12th day of December 2025.

FOR THE CORPORATION OF THE CITY OF GUELPH

Signed by:
Jeff Beaton
A1CD40DC8A4C468...
Jeff Beaton

Signed by:
Glenn Marcus
742BAC50846F4DC...
Glenn Marcus

Signed by:
Tim Spence
11C0EF1DE1F84A4...
Tim Spence

FOR THE UNION

Signed by:
Kevin Bell
4E9D1CD85D284CF...
Kevin Bell

Signed by:
E083892A7BC54CA...
Matt Manassis

Signed by:
613191E588C3420...
Derek Knight

DocuSigned by:
Steve Anderson
50E84177E9744CE...
Steve Anderson

Signed by:
Addie Kerson
6CD5DD826F3F4B6...
Addie Kerson

Signed by:
[illegible]
[illegible]
Tania Tolfo

Signed by:
[illegible]
54A3EDBA3196492...
Angelo Duscio

Signed by:
Rebecca Miller
07EDF2E10C9F44C...

Rebecca Miller

SCHEDULE "A"
WAGES

CUPE LOCAL 241 :: SCHEDULE A WAGES Feb, 1 2025 - January 31, 2028						
POSITION TITLE	SERVICE AREA	DEPARTMENT	DIVISION	Feb 1, 2025 to Jan 31, 2026	Feb 1, 2026 to Jan 31, 2027	Feb 1, 2027 to Jan 31, 2028
TEMPORARY EMPLOYEES						
JOB GRADE A - 1ST WORK TERM **				$18.51	$19.15	$19.72
JOB GRADE B - 2ND OR SUBSEQUENT WORK TERM **				$19.50	$20.18	$20.78
JOB GRADE C - TEAM LEADERS - $1.00 per hour over the applicable rate in Job Grade A or B						
** These rates apply to temporary employees operating equipment up to 18,000 LBS G.V.W.						
Temporary employees operating heavier equipment will be paid the appropriate Equipment Operator rate						
GRADE 1				$28.31	$29.30	$30.18
CART MAINTENANCE OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
CLEANER	ALL	ALL	ALL			
VEHICLE WASHER	PS	OPERATIONS	FLEET SERVICES			
GRADE 2				$29.94	$30.99	$31.92
EQUIPMENT OPERATOR, SPORTSFIELDS	PS	PARKS	SPORTS & LEISURE GROUNDS			
SEASONAL EQUIPMENT OPERATOR, TURF	PS	PARKS	SPORTS & LEISURE GROUNDS			
SIDEWALK WINTER CONTROL OPERATOR CASUAL	PS	OPERATIONS	BOULEVARD MAINTENANCE			
SIGN MAINTAINER 3/ WINTER CONTROL	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
TANDEM OPERATOR	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
VAC ALL OPERATOR	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
WASTE COLLECTION LABOURER (Temporary)	PS	OPERATIONS	SOLID WASTE RESOURCES			
WINTER CONTROL OPERATOR - CASUAL	PS	OPERATIONS	PUBLIC WORKS			
GRADE 3				$31.60	$32.71	$33.69
ASPHALT OPERATOR RAKER WC	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
BOULEVARD MAINTENANCE OPERATOR 2	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
DOWNTOWN MAINTAINER	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
DRAINAGE OPERATOR	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
EQUIPMENT OPERATOR, TURF	PS	PARKS	SPORTS & LEISURE GROUNDS			
EQUIPMENT OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
FACILITY MAINTAINER	PS	CULTURE & RECREATION	RECREATION SERVICES			
FACILTY MAINTAINER SLEEMAN DUAL	PS	CULTURE & RECREATION	SLEEMANS			
LOADER OPERATOR	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
MAINTENANCE TECHNICIAN	PS	CULTURE & RECREATION	THEATRE & CIVIC EVENTS			
MARKET SQUARE FACILTY MAINTAINER	PS	CULTURE & RECREATION	SLEEMANS			
PARKS/PUBLIC WORKS OPERATOR	PS	PARKS/OPERATIONS	PARKS/OPERATIONS			
SCALE OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
SIGN MAINTAINER 2 / WINTER CONTROL	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
SITE OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
SLEEMAN EVENT FACILITY OPERATOR	PS	CULTURE & RECREATION	SLEEMANS			
TANDEM OPERATOR (BLVDS)/ WINTER CONTROL OPER	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
WASTEWATER COLLECTION OIT (OPERATOR IN TRAIN)	IDES	ENV SERVICES	WASTEWATER SERVICES			
WINTER CONTROL OPERATOR - Weekend and 40 hours	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
GRADE 4				$33.32	$34.49	$35.52
CERTIFIED FACILITY MAINTAINER	ALL	CULTURE & RECREATION	RECREATION SERVICES			
DISTRIBUTION OPERATOR OIT	IDES	ENV SERVICES	WATER SERVICES			
EQUIPMENT OPERATOR - IPM	PS	PARKS	SPORTS & LEISURE GROUNDS			
FLEET SERVICE ADVISOR	PS	OPERATIONS	FLEET SERVICES			
HOUSEHOLD HAZARDOUS WASTE OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
MAINTENANCE MECHANIC	ALL	ALL	ALL			
MAINTENANCE TECH FACS CBM	IDES	FAC & ENERGY MMT	CORPORATE BUILDING MAINT			
METER INSTALLER	IDES	ENV SERVICES	WATER SERVICES			
MULTI-RES COLLECTION OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
NATURAL AREAS STEWARDSHIP OPERATOR (SEAS)	PS	PARKS	FOESTRY & SUSTAINABLE LANDSCAPE			
PARTS TECHNICIAN	PS	OPERATIONS	FLEET SERVICES			
REPAIR PERSON MIT (MECHANIC IN TRAINING)	PS	PARKS	PARKS INFRASTRUCTURE & CONSTRUCTION			
ROLL OFF OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
TRAILS TECHNICIAN	PS	PARKS	SPORTS & LEISURE GROUNDS			
UTILITY LOCATOR	IDES	ENV SERVICES	WATER SERVICES			
WASTE PACKER OPERATOR	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
WASTEWATER TREATMENT OPERATOR OIT	IDES	ENV SERVICES	WASTEWATER SERVICES			
WATER TREATMENT OPERATOR OIT	IDES	ENV SERVICES	WATER SERVICES			

GRADE 5				**$34.96**	**$36.19**	**$37.27**
WATER DISTRIBUTION OPERATOR	IDES	ENV SERVICES	WATER SERVICES			
CLASS 1	IDES	ENV SERVICES	WATER SERVICES	**$34.96**	**$36.19**	**$37.27**
CLASS 2 (102.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$35.83	$37.09	$38.20
CLASS 3 (105.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$36.88	$38.18	$39.32
CLASS 4 (109.0% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$38.11	$39.45	$40.62
DISTRIBUTION OPERATOR & SUPPLY OPERATOR (ELIM/RED CIRCLED)	IDES	ENV SERVICES	WATER SERVICES			
CLASS 1	IDES	ENV SERVICES	WATER SERVICES	**$34.96**	**$36.19**	**$37.27**
CLASS 2 (102.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$35.83	$37.09	$38.20
CLASS 3 (105.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$36.88	$38.18	$39.32
CLASS 4 (109.0% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$38.11	$39.45	$40.62
WASTEWATER COLLECTION OPERATOR	IDES	ENV SERVICES	WASTEWATER SERVICES			
CLASS 1	IDES	ENV SERVICES	WASTEWATER SERVICES	**$34.96**	**$36.19**	**$37.27**
CLASS 2 (102.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$35.83	$37.09	$38.20
CLASS 3 (105.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$36.88	$38.18	$39.32
CLASS 4 (109.0% OF CLASS 1 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$38.11	$39.45	$40.62
WATER TREATMENT OPERATOR	IDES	ENV SERVICES	WATER SERVICES			
CLASS 1	IDES	ENV SERVICES	WATER SERVICES	**$34.96**	**$36.19**	**$37.27**
CLASS 2 (102.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$35.83	$37.09	$38.20
CLASS 3 (105.5% OF CLASS 1 RATE)	IDES	ENV SERVICES	WATER SERVICES	$36.88	$38.13	$39.32
GRADE 5				**$34.96**	**$36.19**	**$37.27**
GARDENER	PS	PARKS	FOESTRY & SUSTAINABLE LANDSCAPE			
NATURAL AREAS STEWARDSHIP TECHNICIAN	PS	PARKS	FOESTRY & SUSTAINABLE LANDSCAPE			
PUBLIC WORKS INSPECTOR	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
SIGN MAINTAINER 1/WINTER CONTROL	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
SPORTS FIELD OPERATOR	PS	PARKS & RECREATION	SPORTS & LEISURE GROUNDS			
GRADE 6				**$36.57**	**$37.84**	**$38.98**
ARBORIST	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
GRADE 7				**$38.28**	**$39.62**	**$40.81**
CORPORATE PLUMBER	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
INSPECTOR ARBORIST	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
LEAD HAND METERING	IDES	ENV SERVICES	WATER SERVICES			
LEAD HAND PUBLIC WORKS	PS	OPERATIONS	PUBLIC WORKS			
LEAD HAND ROADS WINTER CONTROL	PS	OPERATIONS	PUBLIC WORKS			
LEAD HAND SITE OPERATIONS	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
LEAD HAND WASTE COLLECTION	IDES	ENV SERVICES	SOLID WASTE RESOURCES			
LICENSED MILLWRIGHT	IDES	ENV SERVICES	WATER, WASTEWATER, SWR			
LICENSED INDUSTRIAL ELECTRICIAN	IDES	FAC & ENERGY MMT	CORPORATE BUILDING MAINT			
LICENSED MECHANIC/OPERATOR	IDES	ENV SERVICES	WATER SERVICES			
PLUMBER, METERING	IDES	ENV SERVICES	WATER SERVICES			
GRADE 8				**$39.91**	**$41.31**	**$42.55**
LEAD FACILITY MAINTAINER	PS	CULTURE & RECREATION	RECREATION SERVICES			
LEAD HAND FORESTRY	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
LEAD HAND HORTICULTURE/GREENHOUSE	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
LEAD HAND LOCATES	IDES	ENV SERVICES	WATER SERVICES			
LEAD HAND NAT AREA STEWARDSHIP	PS	PARKS	FORESTRY & SUSTAINABLE LANDSCAPE			
LEAD HAND PARKS INFRASTRUCTURE	PS	PARKS	PARKS INFRASTRUCTURE & CONSTRUCTION			
LEAD HAND SPORTSFIELDS/WINTER MAINTENANCE	PS	PARKS	SPORTS & LEISURE GROUNDS			
LEAD HAND TRAILS	PS	PARKS	SPORTS & LEISURE GROUNDS			
LEAD HAND TURF/WINTER MAINTENANCE	PS	PARKS	SPORTS & LEISURE GROUNDS			
LEAD HAND WASTEWATER COLLECTION	IDES	ENV SERVICES	WASTEWATER SERVICES			
LICENSED ELECTRICIAN, SIGN SIGNAL	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
LICENSED INDUSTRIAL ELECTRICIAN/OPERATOR	IDES	ENV SERVICES	WATER, WASTEWATER, SWR			
LICENSED INDUSTRIAL MAINTENANCE MECHANIC/GAS	IDES	ENV SERVICES	CORPORATE BUILDING MAINT			
WELDER/FABRICATOR	PS	OPERATIONS	FLEET SERVICES			
WASTEWATER TREATMENT OPERATOR	IDES	ENV SERVICES	WASTEWATER SERVICES			
CLASS 4	IDES	ENV SERVICES	WASTEWATER SERVICES	$39.91	$41.31	$42.55
CLASS 3 (97.0% OF CLASS 4 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$38.71	$40.07	$41.27
CLASS 2 (94.0% OF CLASS 4 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$37.52	$38.83	$40.00
CLASS 1 (92.0% OF CLASS 4 RATE)	IDES	ENV SERVICES	WASTEWATER SERVICES	$36.72	$38.01	$39.15
GRADE 9				**$41.60**	**$43.06**	**$44.35**
AUTOMOTIVE, TRUCK & COACH TECHNICIAN (310S & 310T)	PS	OPERATIONS	FLEET SERVICES	41.60	$43.06	$44.35
LICENSED PROVISIONAL (98.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$40.77	$42.20	$43.46
LEVEL 3 ADVANCED (95.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$39.52	$40.91	$42.13
LEVEL 2 INTERMEDIATE (93.5% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$38.90	$40.26	$41.47
LEVEL 1 BASIC (93.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$38.69	$40.05	$41.25
REGISTERED APPRENTICE (92.5% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$38.48	$39.83	$41.02
310T SINGLE LICENSE (92.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$38.27	$39.62	$40.80
310S SINGLE LICENSE w/o DZ (84.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$34.94	$36.17	$37.25
APPRENTICE (80.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$33.28	$34.45	$35.48
UNLICENSED (76.0% OF DUAL LIC'D)	PS	OPERATIONS	FLEET SERVICES	$31.62	$32.73	$33.71
HVAC/GAS FITTER TECHNICIAN	IDES	FAC & ENERGY MMT	CORPORATE BUILDING MAINT			
LEAD HAND CORPORATE BUILDING MAINTENANCE	IDES	FAC & ENERGY MMT	CORPORATE BUILDING MAINT			
LEAD HAND DISTRIBUTION	IDES	ENV SERVICES	WATER SERVICES			
LEAD HAND DISTRIBUTION CONSTRUCTION	IDES	ENV SERVICES	WATER SERVICES			
LEAD HAND MAINTENANCE WW	IDES	ENV SERVICES	ALL			
LEAD HAND TRAFFIC SIGNALS (LICENSED ELECTRICIAN)	PS	OPERATIONS	ROADS & RIGHT OF WAYS			
LEAD HAND WASTEWATER TREATMENT	IDES	ENV SERVICES	WASTEWATER SERVICES			
LEAD HAND WATER SRVCS MAINT	IDES	ENV SERVICES	WATER SERVICES			
LEAD HAND WATER TREATMENT	IDES	ENV SERVICES	WATER SERVICES			
LEAD LICENSED INDUSTRIAL MAINTENANCE MECHANIC	IDES	ENV SERVICES	ALL			
LICENSED ELECTRICIAN/INSTRUMENTATION IN TRAIN	IDES	ENV SERVICES	WASTEWATER SERVICES			
GRADE 10				**$43.25**	**$44.77**	**$46.11**
LEAD HAND FLEET	PS	OPERATIONS	FLEET SERVICES			

SCHEDULE "B"

DUAL POSITIONS

Dual roles, defined by the City, consist of duties and qualifications that result in two different job evaluations, or job grades, combined into one CUPE 241 position. The City will provide the Union with a list of dual roles contained in the bargaining unit, once every 12 months.

APPENDIX "A"

THE TERMS OF REFERENCE FOR THE CITY OF GUELPH JOINT HEALTH AND SAFETY COMMITTEES

The Corporation of the City of Guelph currently operates 9 Joint Health and Safety Committees (JHSC). Each JHSC allows for representation from all union groups, including CUPE 241, as required under the Occupational Health and Safety Act. Furthermore, all of the JHSC have a Terms of Reference identifying how the committee will function, which is reviewed and updated on an annual basis, and is signed by all members.

APPENDIX "B"

Application Form

Please print or type all information. You must complete the "qualifications" section and attach copies of any documents pertinent to your application, such as licenses or certificates. Including a resume is recommended. Incomplete or late applications will not be considered.

Employment Information	
Please indicate which employee group you are **currently** in: ☐CUPE Local 241* ☐ CUPE Local 973 ☐ NUME ☐ Casual/Seasonal/Temporary or Part-time *Note to CUPE **241** employees: You are not eligible for this position if you have not been in your current position for at least 12 months, unless it is not filled by an eligible applicant (17:06)	
Name:	Employee number:
Daytime phone number:	Alternate phone number:
Position applied for:	Posting number:
Current position:	Name of Direct Supervisor:
Start date in current position:	Seniority Date:

Application Details:	
Please describe your qualifications as they relate to those outlined on the job posting. Please include details such as name of company, department, years worked, or include a copy of your resume to confirm these details.	
Section A Qualifications (Required to complete - please refer to the job posting)	
	Description (if additional space is required, please attach a separate sheet)
1	
2	
3	
4	
5	
Additional Comments: Additional information you would like to share (note – qualifications listed in section B of the posting will be assessed at time of interview).	
Signature of Applicant:	Date:

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"

AND

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

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

(ii) Where there are positions that would benefit from an apprenticeship program, the City and the Union will meet to discuss the terms of the apprenticeship program, which may vary across departments and apprenticeships.

(iii) The City will ensure that the apprentice will be given the necessary on-the-job practical training.

(iv) CUPE Local 241 Journey employees will participate in the on-the-job training program of the apprentice.

(v) The City agrees that upon an employee providing evidence to the City that they have satisfied the requirements of the "Apprenticeship and Trades Qualifications Act" to become a fully qualified tradesperson, an employee who has served their apprenticeship while in the employ of the City shall receive the rate of pay of the applicable journeyperson rate, when required to perform the work of a journeyperson.

(vi) The City and the Union agree that if an apprenticeship is dissolved, depending on the department and the apprenticeship position, the candidate may remain in their position, or if there is no defined position, they will be given bumping rights.

(vii) The City will be responsible for the apprentice's wages, tuition fees (as applicable), lodging (when approved), text books and associated costs consistent with the City's expense policy.

Signed at Guelph, Ontario this 23rd day of April, 2012.

Renewed: this 21st day of August, 2025

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF GUELPH
"The Employer"

AND

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

SUBJECT: Ten (10) Hours Shift

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

Signed at Guelph, Ontario, this 23rd day of April, 2012.

Renewed: this 21st day of August, 2025

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 241
"The Union"

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

Signed at Guelph, Ontario, this 23rd day of April, 2012.

Renewed: this 21st day of August, 2025

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 241
"The Union"

Subject: Winter Sidewalks - Temporary Seasonal Employees

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

Signed at Guelph, Ontario, this 23rd day of April, 2012.

Renewed: this 21st day of August, 2025

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 241
"The Union"

Subject: **Acting Lead Hand**

The parties mutually agree to the following terms and conditions regarding the implementation of "Expressions of Interest" for Acting Lead Hand in the listed departments:

1. The City shall work with the listed departments and divisions to develop Expression of Interest processes for the Acting Lead Hand role
2. The Expressions of Interest processes will have the following components:
    a. Ability for employees to apply or express interest in being added to the rotation
    b. A process to determine if the employees have the required qualifications and licenses to be added to the rotation
3. The following Departments and/or Divisions will participate in this LOU:
    a. Environmental Services:
        i. Water Services
        ii. Wastewater Services
        iii. Solid Waste Resources
    b. Facilities and Energy Management:
        i. Corporate Building Maintenance
    c. Parks
    d. Recreation
    e. Operations

Signed at Guelph, Ontario, this 21st day of August, 2025.

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 241
"The Union"

The parties have agreed to amend article 21.00 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 21.00 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 21.00 language for vacation entitlement increase between January 1, 2026 and December 31, 2026 will receive that vacation increase January 1, 2026
5. 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.
6. It is further agreed that employees will be able to carry-over up to 15 days of vacation into 2027, and up to 10 days of vacation into 2028
7. 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.
8. 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

Signed at Guelph, Ontario, this 21st day of August, 2025.

FOR THE CORPORATION

FOR THE UNION