

SUMMARY OF SETTLEMENT



**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 973 (Inside)**
(hereinafter called “The Union”)

AND

THE CORPORATION OF THE CITY OF GUELPH
(hereinafter called “The Employer”)

WHEREAS the City and the Union are parties to a Collective Agreement which expired on January 31, 2022;

AND WHEREAS the City and the Union have been negotiating for the renewal of the collective agreement;

NOW THEREFORE the City and the Union agree to resolve all outstanding issues as follows:

1. This Memorandum of Agreement is without prejudice to either the City or the Union until it is ratified by the membership and the council.
2. All proposals made during the process of negotiation of this Memorandum of Agreement which are not contained below are hereby withdrawn.
3. The negotiating committee of the City and the Union both agree to unanimously recommend the ratification of this Memorandum to their respective principals.
4. The terms of this Memorandum constitute the full settlement of all matters in dispute for the collective agreement, exclusive of grievances currently filed.
5. Unless modified by the terms of this Memorandum, the terms and conditions of the collective agreement which expired on January 31, 2022, shall continue.
6. The parties agree that unless otherwise expressly specified, all terms of this Memorandum shall become effective upon the date of ratification.

The parties agree to amend the agreements as follows:

NON-MONETARY

ARTICLE 2:00 SCOPE

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2:02 ~~During the first week of employment, the employee's immediate supervisor shall introduce the employee to their Union steward. An Officer~~ **A member** of the Union **executive** will be given a maximum of ~~thirty (30)~~ **Sixty (60)** minutes during working hours to orient the new employees regarding benefits and duties of Union membership **to a maximum of six (6) times per year.**

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ARTICLE 3:00 MANAGEMENT'S RIGHTS

- 3:01 The Union recognizes that it is the right of the City to:
- (a) Maintain order, discipline and efficiency and in connection with this, to make, alter and enforce reasonable **policies and procedures** to be observed by its employees, providing that such **policies and procedures** are not contrary to the terms of this agreement.
 - (b) Direct the working forces, including the right to hire, discipline, suspend and discharge for just cause subject to the right of an employee who has been disciplined, suspended or discharged to file a grievance in accordance with the grievance procedure; to transfer, promote demote, classify, layoff, and recall.
 - (c) Plan, direct and control the operations of the City and 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.

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ARTICLE 7:00 MAINTENANCE OF CHECK-OFF

7:01

It is agreed that all employees who are eligible to be in the bargaining unit, shall be required to pay from their date of hire an amount equal to the current weekly Union dues, whether a member or not, so long as the union is the recognized bargaining agent. It is further agreed that

the city will deduct from the wages of each employee a sum equal to the current weekly dues and remit the money to the Secretary-Treasurer of the Union not later than the 15th of the month following, accompanied by the list of names (**in alphabetical order by last name**) showing from whom deductions were made and the department in which they work, and their classification whether the employee is probationary, permanent or temporary.

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ARTICLE 12:00 GRIEVANCE PROCEDURE

12:01 It is the mutual desire of the parties to this Agreement to attempt to settle complaints of employees as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement.

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

If the complaint is not settled to the satisfaction of the employee within five (5) working days following their notification to the appropriate Supervisor, they may proceed to Step One of the Grievance Procedure.

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

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

Step 1

The employee shall submit the grievance to their supervisor within ten (10) working days of the alleged violation of the agreement. The employee's supervisor will forward a copy of the grievance to their **Human Resources Advisor**. ~~manager and the manager of Employee Relations.~~

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

Step 2

Within five (5) working days of receipt of the response in Step 1, the Union shall notify the Human Resources Advisor or designate of their intent to proceed to Step 2. ~~The grievance shall then be submitted to the Union's Grievance Committee who shall then submit the grievance to the Human Resources Department withing three (3) 1;working days.~~ Within five (5) working days of receipt of notice by the Union, a meeting shall be held with the Union Grievance Committee, the grievor, the Supervisor, and the City's Grievance Committee. The City shall give its decision **in writing** within five (5) working days of the meeting. Failing settlement at this stage, ~~within five (5) working days~~ the Union may, but only within a period of fifteen (15) working days from the date of the receipt of the **City's** reply of ~~the City Grievance Committee~~, invoke the Arbitration provision of this agreement.

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

Optional Meeting

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

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

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

12:04 Grievance Mediation:

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

ARTICLE 13:00 DISCIPLINE, SUSPENSION AND DISCHARGE

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

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

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

- (a) At investigation meeting(s) or disciplinary meetings(s) involving verbal or written warnings, the City shall ensure that the employee is accompanied by a Union Steward.
- (b) At investigation meeting(s) or disciplinary meetings(s) involving suspension or discharge, the City shall ensure that the employee is accompanied by up to two members of the Union Executive.
- (c) No employee shall be transferred out of their current position or shift for disciplinary reasons.
- (d) Notice of suspension or discharge shall be presented to the employee in person or when necessary sent to the employee's last known address. ~~Copies of this correspondence shall be forwarded by Human Resources to the Secretary of the Union and the Canadian Union of Public Employees, 1120 Victoria St. N., Suite 204, Kitchener, Ontario, N2B 3T2.~~ **A copy will also be provided to the Union.**

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

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

13:03 Any permanent employee may be suspended or discharged verbally. Such suspension or discharge shall be followed by a notification, in writing, to the Union and the employee, not later than 4:30 p.m. of **the next business day**. ~~Such letter shall constitute proper notification and shall contain the reason or reasons for such suspension or discharge.~~

13:04 When an employee has been suspended or dismissed, the employee shall have the right to meet with a member of the Executive of the Union for up to thirty **(30) minutes** ~~one (1) hour~~, subject to the provisions of Clause 11:01. **In the event that more time is required such requests from the Union will not be unreasonably denied.**

~~13:05 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.~~

13:06 Coaching Letter:

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

Employee File:

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

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

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

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

ARTICLE 17: 00 SENIORITY

17.05 Bumping Procedure:

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- (d) An employee being laid off wishing to bump must notify the **Human Resources Advisor** Manager of Staffing/Workforce Planning or their designate, **within** five (5) working days after receiving the layoff notification of their intention, in writing, noting the position, person and the department they wish to bump.
- (e) An interview will be arranged with the employee who is exercising the employee's seniority rights, the General Manager of the Department or their designate, **a representative from** the General Manager of Human Resources or their designate and **a representative from** the Union, to determine the status of the employee as soon as possible.

17:06 Job Posting:

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- (c) It is recognized that the City may assign personnel to these vacancies on a temporary basis, the temporary period not to exceed **forty-five (45)** ~~thirty (30)~~ working days. This temporary period may be extended only by advance, mutual agreement of the parties in writing.

In the event that temporary positions are created or temporary vacancies occur in excess of the **forty-five (45)** ~~thirty (30)~~ days specified above, such positions shall be posted within the department. Should a full-time employee from within the department obtain the temporary position or vacancy, this shall be considered as a temporary transfer within the bargaining unit. At the end of the temporary placement, the employee will be reinstated to their previous position.

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

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- (h) Courtesy Postings:

All job postings within Local 241, Local 973, Local 1946 Library, A.T.U. Local 1189, and Guelph Professional Firefighters will be posted **on the infonet** ~~within the bargaining unit.~~

It is understood that posting outside of the Local in which the vacancy exists, is a courtesy posting only.

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

17:07 Transfers to Positions Outside the Bargaining Unit:

(a) Transfers to Non-Union Positions with the Corporation of the City of Guelph: An employee may accept a transfer to a non-Union position with the Corporation of the City of Guelph, outside of the scope of the CUPE 973 collective agreement, **for a period not to exceed ~~on one (1) occasion for a period of up to fifteen (15)~~ eighteen (18) months** within a thirty-six (36) month period.

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 ~~fifteen (15)~~ **eighteen (18)** months in a thirty-six (36) month period, 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 ~~twenty (20)~~ **thirty (30)** working days.

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

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

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

ARTICLE 19:00 LEAVE OF ABSENCE

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19:02 Bereavement Leave:

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(e) Up to four (4) hours to attend funeral as a pallbearer. Where additional time is required by an employee to attend a funeral as a pallbearer, an employee may request to use **personal hours**, vacation time, banked lieu time or take an unpaid leave. Such requests shall not be unreasonably denied.

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

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(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.**

ARTICLE 20 VACATIONS

20:02 Vacation Accrual:

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

ARTICLE 22 HOURS OF WORK AND OVERTIME

22:02 Exceptions to the Basic Work Week:

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b) By-Law Compliance and Enforcement Officers:

The By-Law Compliance and Enforcement Officers shall work an "averaged" forty-two (42) hour work week. The by-law operation schedule shall be based on twenty-four (24) hours per day, seven (7) days per week, utilizing twelve (12) hour shifts, as per the attached Schedule "C" of this collective agreement. The rotation system applies to all By-Law Compliance and Enforcement Officers.

The following conditions will apply to the By-Law Compliance and Enforcement Officers:

- (e) Non-accumulative sick time will be forty-eight (48) hours per year and may be granted up to eight (8) additional hours per year provided they have unused entitlement from the prior year.
- (ii) Vacation: The hourly vacation entitlement will be the number of week's entitlement, as per Article 20:01 times the average work week, which is forty-two (42) hours. Booking of vacation in one (1) week blocks (Sunday to Saturday) will be deemed to be forty-two (42) hours of entitlement. Vacation booked in less than full weeks (hours or days) will be deducted hour for hour from the vacation entitlement. Approval for vacation will be authorized subject to supervisor approval based on departmental requirements for staffing.
- (iii) Holidays: Work on paid holidays will be paid at straight time, as part of the By-Law Compliance and Enforcement Officers salary for a forty-two (42) hour average work week. The twelve (12) paid holidays and the floater day, will be paid out as eight (8) hours per day or a total of one hundred and four (104) straight time hours with the first pay in December.
- (iv) If the employee is scheduled to work on a holiday, the employee may request to take the holiday or an alternate day within thirty (30) calendar days following the holiday, if the request to take the holiday is made prior to the holiday. Approval will be subject to supervisory approval based on departmental requirements for staffing. The holiday pay paid in the first week of December would be reduced by eight (8) hours per occasion.
- (v) By-law Compliance and Enforcement Officers may switch from their existing platoon to the opposite platoon on mutual agreement of the employees and the Supervisor. To address operational issues, the Supervisor may switch By-law Compliance and Enforcement Officers to the opposite platoon by providing three (3) months' notice to the affected employees and the Union.

(c) Property Standards:

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

For the purpose of performing functions at the Property Standards Appeal Committee, Property Standards Inspectors may be scheduled to work between 1 :00 p.m. and 9:00 p.m., given two weeks' advance notice, mutually agreed upon by the City and the Union. Rescheduling of hours will not take place more than 6 times per year per member.

(d) Solid Waste Compliance:

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

(e) House Technicians:

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

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

Overtime will be paid on hours worked more than twelve (12) hours per day or forty (40) hours per week at 1.5 times the basic rate.

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

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

(TBD) Restaurant Coordinator:

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

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

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

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

(f) Solid Waste and Water Services:

The standard work week for Solid Waste and Water Services shall be thirty-five (35) hours per week Monday to Friday between the hours of 7 a.m. to 5 p.m. To facilitate community outreach programs that occur between the months of March and September inclusive. Solid Waste/Water Services Staff may, according to the requirements of the

operation, work alternate hours given two weeks' advance notice, but shall not be scheduled for more than seven (7) consecutive hours per day, five (5) consecutive days per week. Any hours outside this schedule shall be mutually agreed upon by the City and the Union.

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

(g) Traffic Engineering:

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

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

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

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

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

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

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

(i) Information Technology:

The standard work week for Information Technology staff shall be thirty-five (35) hours per week, Monday to Friday between the hours of 8:30 a.m. to 4:30 p.m. For the purpose of performing functions at Council Meetings, employees in Information Technology may be

scheduled to work 2 p.m. to 10 p.m., given two weeks' advance notice mutually agreed upon by the City and the Union.

(j) **Service Guelph** ~~Communications & Customer Service~~:

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

(k) Wastewater Service Division ~~Environmental Protection Officer~~ :

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

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

NEW – (l) Security Guard

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

22:03 Overtime:

(a) Meal Allowance:

When an employee is required to work two (2) or more hours' overtime, which is continuous from the normal work hours, the employee shall be entitled to a meal allowance of ten dollars (\$10.00), on each such occasion. When an employee is called into work for unscheduled overtime and they work two (2) or more continuous hours, the employee shall be entitled to one (1) meal allowance for each occasion. **For all employees who participate in an employer provided meal, they are not entitled to a meal allowance. For those Employees who are not able to participate due to dietary restrictions, they shall be entitled to a meal allowance.**

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22:04 Lieu Time Option:

- (a) At the option of the employee, the employee may declare if overtime is to be taken in pay or equivalent time off in lieu of pay.
- (b) The overtime lieu bank shall not exceed **two times the number of hours worked per week**. ~~seventy (70), seventy-five (75) or eighty (80) hours.~~ The number of hours banked shall be determined by the employee's weekly hours of work (i.e. 35, ~~37.5~~ or 40).
- (c) Overtime may be banked to a maximum of **two times the total number of hours worked in an employee's regular work week** ~~seventy (70) hours, seventy-five (75) or eighty (80) hours~~ in a calendar year, except as approved by the Supervisor/Manager.

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

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22:06 Stand-by:

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- (e) ~~Employees Environmental Protection Officers who are on call and take the vehicle home for the convenience of the employer or by direction of the employer shall be paid a total of up to sixty (60) minutes travel time per workday at the applicable rate shall begin, their worktime when the employee leaves home in the morning and ends when he or she arrives home in the evening.~~ Time spent travelling during the course of the workday or the on-call period is considered to be work time and shall be entitled to be paid travel time.

ARTICLE 32 PERFORMANCE APPRAISAL

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

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

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

There will be joint consultation between the parties to revising performance

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

The employee shall have the opportunity to respond in writing, within five (5) working days, to any of the supervisor's comments and such response shall form part of the performance development plan.

The content of the performance development plan shall not be used as the basis for discipline.

LETTER OF UNDERSTANDING

Subject : Temporary Employees (17.06) (c)

The City and the Union agree to temporarily amend the following provisions under the collective agreement with respect to Temporary Employees Article 17:06 (C)

Should a full-time employee from within the department obtain a temporary position or vacancy, this shall be considered as a temporary transfer within the bargaining unit. An employee may accept a temporary position on one (1) occasion for a period of up to twelve (12) months within an eighteen (18) month period. At the end of the temporary placement, the employee will be reinstated to their previous position.

LETTER OF UNDERSTANDING

Subject : Temporary Employees (17.11) (a)

The City and the Union agree to temporarily amend the following provisions under the collective agreement with respect to Temporary Employees Article 17.11 (a)
Temporary Employees:

- (a) A temporary employee is a full-time employee or permanent part-time employee who has been hired by the City to work the regular number of hours in the department for a specified time period of 12 months or less, to perform work that is strictly of a non-recurring short duration, or to replace employees who are absent due to illness, injury or leaves of absence under this agreement.

- (b) Temporary Full-time employees shall have the same entitlement under this contract except for the following:
- a. Vacation Pay: vacation pay accrual shall be paid on each pay. A temporary full-time employee can take vacation time in accordance with this agreement however such time shall be unpaid.
 - b. Short Term Disability and Long Term Disability
 - c. Any other provision that would extend or provide benefit to the temporary full-time employee beyond the end date of their contract.
- (c) A temporary full-time employee may not apply for or be awarded a successive temporary full-time contract unless there has been a bona fide break in employment for a period of three (3) months. If a temporary full-time employee is rehired after such a break they will be treated as a brand-new hire with no claims or entitlements to any past service or credits.

LETTER OF UNDERSTANDING

Subject : Parking

MONETARY

WAGES

February 1, 2022 - 1.8%

February 1, 2023 - 1.95%
February 1, 2024 - 2.0%

DURATION

February 1, 2022 - January 31, 2025

ARTICLE 19:00 LEAVE OF ABSENCE

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19.02

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

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

(b) Up to three (3) ~~consecutive~~ working days at the time of the death or funeral ~~Step-parent, brother, sister, son-in-law, daughter-in-law, grandchild,~~ **spousal parent,**

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

~~(d) One (1) unpaid day, if the funeral is a scheduled work day:
Spouse's grandparent~~

(f) 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.

(g) 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.

(h) 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 (4) hours, but may, with the approval of the supervisor, be up to a maximum of one (1) day~~

- (i) Up to ~~four (4) hours~~ **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.

ARTICLE 22:00 HOURS OF WORK AND OVERTIME

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22.02 b) ij)

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

.....

22:05

Shift premiums will be: ~~\$1.45~~ **\$1.65** per hour ~~effective February 1, 2016~~

22.06 Stand-by:

- (d) The period on stand-by shall be from ~~end of employee's shift 4:00 pm~~ Tuesday to **start of employee's shift 4:00 pm** the following Tuesday and be assigned on a weekly, rotating basis.

ARTICLE 24:00 ACCIDENT AND SICKNESS

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24.09 Personal Hours:

- (A) All full time employees and part time employees hired to work 21 hours or more per week will receive twenty-one (21) personal hours **plus an additional half**

day per calendar year. **Personal hours may not be carried over to the next calendar year.**

- (B) All full time employee wishing to use personal hours shall request it in writing from their supervisor at least ~~three (3) days~~ **twenty-four (24) hours** in advance. Approval will be based on operational requirements.

.....

ARTICLE 27:00 PROTECTIVE CLOTHING

27.01

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

Effective: February 1, 2022

\$175.00

NEW - As of January 1st 2023 Create a Health Care spending account in the amount of \$500 per year, pro-rated during first year of employment for all active employees in receipt of Health and Dental Benefits. This amount or any remaining amount is not eligible to be carried over into subsequent calendar years however there is a grace period of over period of 60 days claims carryover period not to exceed 365 days.

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

New

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.

BENEFITS:

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

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

Prescription drugs with a dispensing fee cap of ~~\$8.50~~ **\$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:

\$800 maximum per calendar year, no deductible

Effective February 1, 2015 - ~~\$900~~ **\$1,000** maximum per calendar year, no deductible - for the duration of the contract.

Massage Therapy:

\$600 maximum, no deduction.

Effective February 1, 2013, ~~\$700~~ **\$1,000** 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:

\$700 maximum per calendar year, no deductible.

Effective February 1, 2015, plan maximum increases to ~~\$800~~ **\$900**, no deductible, for the duration of the contract.

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.

.....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

Sleep Apnea:

Sleep apnea coverage to a maximum of ~~\$500~~ **\$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. ~~Previous year ODA fee schedule~~
ODA rate be the current year rate.

Orthodontic Plan — rider at 50—50 co-payment schedule.

\$2,400 lifetime maximum Effective February 1, 2013, ~~\$2600~~ **3,000** lifetime maximum - for the duration of the contract.

Major Restorative Plan

100% plan pay up to: \$2400 plan maximum per year

\$2800 plan maximum per year effective February 1, 2014. ~~\$2900~~ **3,000** plan maximum per year effective February 1, 2015.

(f) The Corporation will pay 100% of the premium cost of Vision Care for each person covered - \$400.00 every twenty-four (24) months
Effective February 1, 2013 - ~~\$450~~ **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.

Audio Plan

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

The benefit plan shall pay for the cost of an audiology test to a maximum of \$80.00 every thirty-six (36) months, for the duration of the contract.

Professional services

Psychologist **or mental health professionals-** ~~\$290~~ **\$600** per calendar year

