Collective Agreement

between

The Corporation of the City of Peterborough
(hereinafter called "The Employer")
of the First Part

and

The Canadian Union of Public Employees
and its Local 504
(hereinafter called "The Union")
of the Second Part
# Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Purpose</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>Scope</td>
<td>1</td>
</tr>
<tr>
<td>Article 3</td>
<td>Management Rights</td>
<td>1</td>
</tr>
<tr>
<td>Article 4</td>
<td>Joint Union-Management Rights and Responsibilities</td>
<td>2</td>
</tr>
<tr>
<td>Article 5</td>
<td>Union Security</td>
<td>3</td>
</tr>
<tr>
<td>Article 6</td>
<td>Job Security</td>
<td>4</td>
</tr>
<tr>
<td>Article 7</td>
<td>Seniority</td>
<td>4</td>
</tr>
<tr>
<td>Article 8</td>
<td>Layoff and Recall</td>
<td>6</td>
</tr>
<tr>
<td>Article 9</td>
<td>Working Schedule</td>
<td>6</td>
</tr>
<tr>
<td>Article 10</td>
<td>Temporary Employees</td>
<td>16</td>
</tr>
<tr>
<td>Article 11</td>
<td>Job Vacancies, Promotions and Transfers</td>
<td>19</td>
</tr>
<tr>
<td>Article 12</td>
<td>Overtime</td>
<td>21</td>
</tr>
<tr>
<td>Article 13</td>
<td>Paid Holidays</td>
<td>22</td>
</tr>
<tr>
<td>Article 14</td>
<td>Vacations</td>
<td>24</td>
</tr>
<tr>
<td>Article 15</td>
<td>Leave of Absence</td>
<td>25</td>
</tr>
<tr>
<td>Article 16</td>
<td>Strikes and Lockouts</td>
<td>28</td>
</tr>
<tr>
<td>Article 17</td>
<td>Working Conditions</td>
<td>28</td>
</tr>
<tr>
<td>Article 18</td>
<td>Welfare</td>
<td>31</td>
</tr>
<tr>
<td>Article 19</td>
<td>Benefits</td>
<td>35</td>
</tr>
<tr>
<td>Article 20</td>
<td>Grievance Procedure</td>
<td>37</td>
</tr>
<tr>
<td>Article 21</td>
<td>Arbitration</td>
<td>39</td>
</tr>
<tr>
<td>Article 22</td>
<td>New Job Classifications</td>
<td>41</td>
</tr>
<tr>
<td>Article 23</td>
<td>Wages</td>
<td>41</td>
</tr>
</tbody>
</table>
January 1, 2016 to December 31, 2019

Article 24 - Duration of Collective Agreement ............................................................... 43
Schedule A – C.U.P.E. Local 504 .................................................................................. 45
Appendix A – Modified Work Program ......................................................................... 49
Appendix B – Memorial Centre Employees .................................................................... 50
Appendix C – Letter of Agreement: Expression of Interest Public Works ...................... 52
Appendix D – Policy Related to Short-Term Work Assignments in Public Works........... 58
Appendix E – Letter of Trial Agreement Memorial Centre ............................................. 60
Appendix F – Grass Cutting .......................................................................................... 62
Whereas: The parties hereto are desirous of promoting collective bargaining and stability of relationships in the manner and upon the terms hereinafter set forth.

Article 1 - Purpose

1.01 The general purpose of the Collective Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide means and methods for the prompt disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement.

Article 2 - Scope

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 504, as the exclusive bargaining agent for all employees of the Employer save and except;

(a) Directors and Managers,
(b) supervisory personnel which the Employer and the Union agree exercise managerial functions,
(c) professional engineers,
(d) employees in summer recreation programs employed during the period from the first Monday in June to the first Monday in September each year,
(e) any employee in the Arenas Division who is regularly employed for not more than twenty-four (24) hours per week,
(f) person(s) for whom any trade union holds bargaining rights, including, without limiting the generality of the foregoing, any other Local of the Canadian Union of Public Employees.

Article 3 - Management Rights

3.01 It is agreed that the Employer retains the right to manage all services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote their employees for just cause, subject to the provisions of this Collective Agreement. Any such action of the Employer which, in the opinion of the Union, results in injustice to an employee or group of employees may be grieved.

3.02 The Employer agrees that any reports or recommendations about to be made by the Employer dealing with matters of policy, wages and working conditions covered by this Collective Agreement shall be communicated to the Union at
such intervals before they are dealt with by the Employer as to afford the Union a reasonable opportunity to consider them and, if thought necessary, of protesting them when they are dealt with by the Employer.

3.03 Copies of all resolutions adopted by the Employer which affect this Collective Agreement are:
(1) to be forwarded to the Union; and
(2) to be posted on all bulletin boards.

Article 4 - Joint Union-Management Rights and Responsibilities

4.01 Each of the Employer and the Union agree that it will not discriminate against, intimidate, coerce, restrain or unduly influence any employee because of the employee’s, and/or any relative’s, race, sex, religious affiliation, or creed, age, marital status, family status, sexual orientation, handicap, national origin, or membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any legal labour organization.

4.02 Labour - Management Committee

Labour Management Committee meetings will be convened on a monthly basis unless the parties mutually agree to a different schedule of meetings:

(a) Each party will appoint up to five (5) representatives. The five representatives may include representatives from Environmental Protection, Public Works, Sport and Wellness Centre and Arenas divisions. At least one representative of the Employer’s committee will represent the Human Resources Division. In addition, either the CAO or the Deputy CAO shall be in attendance as observers at the request of either party.

(b) A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which will not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of this Collective Agreement.

(c) A standing item on the agenda of all Labour Management meetings shall be contracting out/contracting in of CUPE 504 work. The Employer shall provide as part of the agenda items mentioned in b), a list of all contracting out/contracting in examples known at that time.

(d) The Labour Management Committee may make recommendations to their respective principles but is not empowered to introduce or veto policies of the Employer.
(e) Any representative(s) attending such meetings during their regularly scheduled hours of work will not lose regular earnings as a result of such attendance.

(f) The minutes of all Labour Management Committees meetings will be posted.

(g) The Labour Management Committee will develop a mutually agreed upon terms of reference which will guide the management of committee meetings.

4.03 **Union Bargaining/Negotiating Committee**

A Union Bargaining/Negotiation Committee will be elected or appointed and will consist of not more than five (5) (plus one alternate, if required) members of the Union, for the purpose of negotiating the renewal of this Collective Agreement. The Union, will inform, in writing, the Employer of the Union members of the Committee.

**Article 5 - Union Security**

5.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

5.02 The Employer shall deduct from employees covered by this Collective Agreement, the appropriate assessment for Union Dues as determined by the Union and owing by the employee to the Union, each pay day, and forward the monies so deducted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of employees added or deleted during that period who are subject to the payment of union dues as specified in this provision.

5.03 The total deductions for union dues shall be printed on each employee’s annual statement of earnings from the Employer.

5.04 It shall be the responsibility of the employee to keep the Employer informed of their current address.

5.05 The Employer agrees to acquaint new employees with the fact that the Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with union security and dues deducted.

5.06 A new employee will have the opportunity to meet with a representative of the Union for a period of up to a maximum of thirty (30) minutes within the
employee’s first thirty (30) days of employment, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings will be arranged for new employees to meet collectively at a prescribed time by the Employer.

Article 6 - Job Security

6.01 No member of the bargaining unit who has accumulated two (2) years of seniority as a permanent employee shall be dismissed by the Employer as a result of contracting out or the introduction of technological change or mechanization.

6.02 For those employees that have less than two (2) years of seniority and are not covered by the above Article 6.01 will have all other rights and privileges as found under this Collective Agreement.

6.03 Any adverse or disciplinary reports will be removed from an employee’s personnel file and shall not be used in any future disciplinary matter provided that there has been no reoccurrence of the same subject matter within a twenty-four (24) month period of the date of the incident. It is agreed, however, that any discipline related to the demerit point system will be removed from an employee’s personnel file and shall not be used in any future discipline matter as of the date the demerit points return to zero.

6.04 Merger and Amalgamation Protection

In the event that the Employer seeks, or is compelled, to merge or amalgamate with another employer, the Employer agrees to approach any such negotiations in accordance with the following principles:

Employees should be credited with all seniority rights;

Employees should keep all service credits relating to vacations, benefits & sick leave;

Employees should not have the conditions of their employment or wage rates reduced.

Article 7 - Seniority

7.01 a) Seniority for a permanent employee is defined as length of service in the Bargaining Unit and will operate on a Bargaining Unit-wide basis.
b) **Breaking Seniority Dates Ties**

In order to determine seniority in the case of a tie, the seniority order will be established by a coin toss, at the time the tie is identified. A member of the Union executive shall toss the coin.

Where a tie results from an employee transferring into the bargaining unit the earlier seniority date shall be awarded to the current 504 member.

7.02 The Employer shall maintain a seniority list showing the current classification and date upon which each employee’s service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

7.03 An employee shall lose their seniority only in the event that:

(a) The employee resigns;
(b) The employee retires;
(c) The employee is discharged for just cause and not reinstated;
(d) The employee has been absent from work for a period of more than three (3) consecutive working days without a reasonable explanation for absence;
(e) The employee fails to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause.

7.04 **Seniority of CUPE Local 126 and CUPE Local 1833**

Employees covered under the Collective Agreement between the Employer and CUPE Local 126 or CUPE Local 1833, entering into this Collective Agreement through the job posting provisions outlined in Article 11.03, shall, upon completion of the trial period, be credited with full seniority and service previously earned under the CUPE Local 126 or CUPE Local 1833 Collective Agreement for all purposes under this Collective Agreement. Seniority for employees entering this Collective Agreement shall be calculated in accordance with the following:

(a) for a part-time employee, on the basis of one year equals 1820 hours;
(b) for a full-time employee, based on his/her seniority date in the other local.
Article 8 - Layoff and Recall

8.01 Notwithstanding the provisions of Article 6, a lay-off shall be defined as a reduction in the permanent workforce or a reduction in the regular hours of work as defined in this agreement.

8.02 When the Employer finds it necessary to lay-off a permanent employee for a period of more than one (1) weeks duration, the Employer shall give such permanent employee and the Union a notice in writing seven (7) days before such lay-off is to occur. In no event will the notice of lay-off be less than the requirements under the Employment Standards Act.

8.03 Lay-offs will be considered in the reverse order of seniority within the bargaining unit, subject to employees who are retained being qualified and capable to perform the jobs carried out. Employees will be recalled in order of seniority within the bargaining unit, subject to being qualified and capable to perform the jobs to be carried out.

8.04 Employee Rights

(1) Temporary employees shall not be permitted to work if permanent employees are laid off.

(2) No new employee shall be hired until those laid off, permanent employees, qualified and capable of performing the available work, have been given the opportunity of recall.

Article 9 - Working Schedule

9.01 Public Works Division

a) Day Shift

The basic work week for employees of the Public Works Division on the day shift, excluding sanitation, consists of forty (40) hours, Monday through Friday, from 7:00 a.m. to 3:30 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

b) Afternoon Shift

The basic work week for the afternoon shift consists of forty (40) hours, Monday through Thursday, from 2:00 p.m. to 12:30 a.m. of the following day, with a one-half (1/2) hour unpaid lunch period per shift.

c) Night Shift

The basic work week for employees in the Public Works Division on the night shift, excluding sanitation, mechanics and body persons,
consists of forty (40) hours, Monday through Thursday, from 8:30 p.m. to 7:00 a.m. of the following day, including a one-half (1/2) hour unpaid lunch period per shift.

In order that the night shift employees may observe paid holidays in accordance with Article 13, the night shift schedule will be adjusted and night shift employees will work two (2) eleven (11) hour shifts and one ten (10) hour shift in the week in which the paid holiday falls.

d) **Summer Schedule**

Employees on the day shift, excluding sanitation employees and caretaking employees, shall work a summer schedule commencing on the first Monday in May and terminating the second Friday in November. The basic work week consists of forty (40) hours as follows:

- **Monday through Thursday**: 7:00 a.m. to 4:30 p.m. including a one-half (1/2) hour unpaid lunch period per shift.
- **Friday**: 7:00 a.m. to 11:00 a.m.

If a paid holiday falls from Monday to Thursday, the Friday hours shall be 7:00 a.m. to 12:00 noon. If a paid holiday falls on a Friday the hours of the preceding Thursday shall be 7:00 a.m. to 12:00 noon.

e) **Weekend Shift**

The basic work week for employees of the Public Works Division on the weekend shift shall be as follows:

- **A Shift**
  - (12 hours) Friday 7 A.M. - Friday 7 P.M.
  - (12 hours) Saturday 7 A.M. - Saturday 7 P.M.
  - (12 hours) Sunday 7 A.M. - Sunday 7 P.M.
- **B Shift**
  - (12 hours) Friday 7 P.M. - Saturday 7 A.M.
  - (12 hours) Saturday 7 P.M. - Sunday 7 A.M.
  - (12 hours) Sunday 7 P.M. - Monday 7 A.M.

Where a paid holiday falls on Monday, the weekend shift shall be as follows:

- **A Shift**
  - (12 hours) Friday 7 A.M. - 7 P.M.
  - (12 hours) Saturday 7 A.M. - 7 P.M.
  - (12 hours) Sunday 7 A.M. - 7 P.M.
  - (12 hours) Monday 7 A.M. - 7 P.M.
B Shift (12 hours)  
Friday 7 P.M. - Saturday 7 A.M.  
(12 hours)  
Saturday 7 P.M. - Sunday 7 A.M.  
(12 hours)  
Sunday 7 P.M. - Monday 7 A.M.  
(12 hours)  
Monday 7 P.M. - Tuesday 7 A.M.

Where a paid holiday falls on Friday, the weekend shift shall be as follows:

A Shift (8 hours)  
Thursday 11 A.M. - 7 P.M. (Note: This shift applies only during the summer schedule).  
(12 hours)  
Friday 7 A.M. - 7 P.M.  
(12 hours)  
Saturday 7 A.M. - 7 P.M.  
(12 hours)  
Sunday 7 A.M. - 7 P.M.

B Shift (12 hours)  
Thursday 7 P.M. - Friday 7 A.M.  
(12 hours)  
Friday 7 P.M. - Saturday 7 A.M.  
(12 hours)  
Saturday 7 P.M. - Sunday 7 A.M.  
(12 hours)  
Sunday 7 P.M. - Monday 7 A.M.

Where a paid holiday falls on a Tuesday, Wednesday or Thursday, the weekend shift shall be as follows:

A Shift (12 hours)  
Day of holiday 7 A.M. - 7 P.M.  
(12 hours)  
Friday 7 A.M. - 7 P.M.  
(12 hours)  
Saturday 7 A.M. - 7 P.M.  
(12 hours)  
Sunday 7 A.M. - 7 P.M.

B Shift (12 hours)  
Day of holiday 7 P.M. - 7 A.M.  
(12 hours)  
Friday 7 P.M. - Saturday 7 A.M.  
(12 hours)  
Saturday 7 P.M. - Sunday 7 A.M.  
(12 hours)  
Sunday 7 P.M. - Monday 7 A.M.

f) **Weekend Shift Rates**

The hourly rate of pay for employees on the weekend shift shall be calculated by multiplying the employee’s regular hourly rate by forty (40) and dividing the total by thirty-five (35). There shall be no shift bonuses for employees assigned to the Public Works Weekend shift.

g) **Meal and Rest Breaks: Weekend Shifts**

Employees on weekend shifts shall receive the following paid lunch/break periods:

(a) during each twelve (12) hour shift, three (3) twenty (20) minute
periods, two of which may, with the approval of the Employer, be consecutive; and

(b) during each eight (8) hour shift, two (2) twenty (20) minute periods.

h) **Arboriculture Program**

The objective of the program is to produce high quality Arboriculture employees through a blend of “on-the-job” experience and Professional development. To advance through the Arboriculture program, employees shall complete the professional development requirements and on-the-job hours of each level of the program.

The minimum educational requirement is Grade 12 or equivalent with preference for a College Diploma in Arboriculture. Excellent physical fitness is a prerequisite. All new candidates will enter the program as an Arborist 1 unless they have obtained the qualifications for a higher level of Arborist as indicated below, and as such, shall be paid accordingly.

To reach the Arborist 5 classification, employees must have achieved International Society of Arboriculture (ISA) certification and shall complete 30 CEU credits over three (3) years in keeping with the ISA certification requirements or shall be reduced to an Arborist 4.

The requirements for each level of the Arboriculture Program are outlined below. Candidates must meet all the requirements of their existing level before moving to the next level.

<table>
<thead>
<tr>
<th>Arborist 1 - 0 - 2,000 hrs. in program work</th>
<th>Arborist 2 - 2,001 - 4,000 hrs. in program work</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 CEU</td>
<td>5 CEU (10 accumulated credits)</td>
</tr>
<tr>
<td>EUSA Training</td>
<td>EUSA Training</td>
</tr>
<tr>
<td>Class &quot;DZ&quot; Licence</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arborist 3 - 4,001 - 6,000 hrs. in program work</th>
<th>Arborist 4 - 6,001 - 8,000 hrs. in program work</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 CEU (15 accumulated credits)</td>
<td>5 CEU (20 accumulated credits)</td>
</tr>
<tr>
<td>EUSA Training</td>
<td>EUSA Training</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arborist 5 - 8,001 + hrs. in program work</th>
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</thead>
<tbody>
<tr>
<td>Current certification as an ISA Certified Arborist</td>
</tr>
</tbody>
</table>

The Arborist classification is based on increased responsibility,
meeting all the skill requirements and hours of service that are outlined in the above format.

Except when relieving the Foreman 2 position, employees enrolled in the Arboriculture Program will not be entitled to the relieving clause 23.02 a) while relieving in the program.

To fulfill the professional development requirements at each level noted above, the employer shall provide time during the scheduled shifts.

The Arboriculture Foreman shall be paid at the Permanent Foreman 2 rate of pay.

i) Marina Dock Attendants and Campground Attendants Hours of Work:

The hours of work shall consist of forty (40) hours unless on the weekend shift, which shall consist of thirty-six (36) hours. It is understood that currently only Beavermead plans to utilize thirty-six (36) hour weekend shifts as indentified in Article 9.01 e).

The Union shall be provided with the following within one (1) week of hiring the Campground Attendants and the Marina Dock Attendants:

a) The names of the employees hired for the season;
b) The shift assignment for the season; and
c) The designated start time, end time, and lunch break time.

Any employee assigned the weekend shift as specified in Article 9.01 e), shall be paid the weekend shift rate as per Article 9.01 f). Article 9.01 g) shall also apply.

All other employees who work between Friday 7:00 pm and 8:00 am on Monday shall receive the weekend shift premium as provided below:

Alternative Hours of Work:

As a result of these alternative hours of work instituted, the Employer shall adhere to the following:

i. **Consecutive days off:** All employees shall receive two consecutive days off each week;

ii. **Night Premium:** All employees who work between 4:30 pm and 8:00 am, shall be paid a night shift premium identified in Article 23.04 of the Collective Agreement.

iii. **Weekend Premium:** All employees who are not paid in
accordance with 9.01 f) and who work between 7:00 pm Friday and 8:00 am Monday shall be paid a weekend shift premium of $1.72 (2016), and thereafter this premium will be indexed according to the annual wage increase, per hour worked in addition to any other applicable premium.

During the Marina’s hours of operation, the Employer shall always schedule at least one (1) Marina Dock Attendant to be on shift. When there is only one (1) Marina Dock Attendant on shift, he/she shall be scheduled an eight (8) hour shift with a twenty (20) minute paid lunch or schedule the employee for 8.5 hours and pay ½ hour overtime or shall close the Marina for a ½ hour unpaid lunch period.

9.02 Mechanics and Vehicle Service Person

a) Day Shift

The basic work week for Mechanics and Vehicle Service Person on the day shift consists of forty (40) hours, Monday through Friday, from 7:00 a.m. to 3:30 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

b) Afternoon Shift

The basic work week for Mechanics and Vehicle Service Person on the afternoon shift consists of forty (40) hours, Monday through Thursday, from 2:00 p.m. to 12:30 a.m. of the following day, with a one-half (1/2) hour unpaid lunch period per shift.

c) Night Shift

The basic work week for mechanics on the night shift consists of forty (40) hours, in four (4) ten (10) hour shifts from 9:00 p.m. to 7:30 a.m. of the following day commencing either Sunday or Monday, including a one-half (1/2) hour unpaid lunch period per shift.

Mechanics on staff prior to June 25, 1985 shall not be required to work the night shift or the weekend shift "B", except in the case of relief during the procurement of new staff for this shift, vacations or emergencies. Should it be necessary to provide coverage, coverage will be provided on the rotation basis which shall not extend beyond three months and shall not require any individual hired prior to June 25, 1985 to be assigned to one of these shifts for more than a four-week period.

Once new staffing is in place and trained, rotation will be discontinued except in the case of relief (vacation) or emergency.
9.03  **Body Persons**

**Day Shift**

The basic work week for body persons shall consist of forty (40) hours, four-ten hour shifts Monday through Thursday, from 7:00 a.m. to 5:30 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

9.04  **Solid Waste Collection**

The basic work week for employees who collect solid waste shall consist of forty (40) hours, Tuesday to Friday inclusive, from 7:00 a.m. to 5:00 p.m. with two twenty (20) minute paid breaks.

In the event that tonnage, miles, hours and possibly stops are significantly out of balance between routes, corrective adjustments will be introduced within fifteen (15) working days.

Statutory holidays shall be banked for time off.

When a statutory holiday falls on a Tuesday through to Friday, that week’s collection will be Monday, and the three (3) days which are not the statutory holiday.

When two (2) statutory holidays fall two (2) days in a row, the schedule must be adjusted to allow for a Saturday pick-up.

Any day worked outside of Tuesday to Friday shall be 7:00 a.m. to 5:00 p.m. and paid in accordance with Article 12 (Overtime).

9.05  **Environmental Protection Division**

a)  WWTP Operators shall normally work on a shift basis with each employee being required to work 200 hours for each five (5) week shift rotation. It is agreed that there shall be two (2) twelve (12) hour shifts within each twenty-four (24) hour period 8 pm to 8 am and 8 am to 8 pm.

b)  Plant Maintenance, Electrician, and Foreman shall normally work the day shift as follows:

   Monday to Thursday: 7 am to 4:30 pm, including a ½ hour unpaid lunch.

   Friday: 7 am to 11 am.

   If a paid holiday falls from Monday to Thursday, the Friday hours shall be 7 am to 12 noon. If a paid holiday falls on a Friday, the hours of the preceding Thursday shall be 7 am to 12 noon.
c) It is acknowledged that employees engaged as Wastewater Plant Operators shall receive the rates of pay shown in Schedule A when each of the five levels of provincial certification have been achieved. Operators shall be given the opportunity to prepare for and write the provincial certification examinations at least once per year. It is agreed that Wastewater Plant Operators shall not be entitled to Article 23.02 (b), except where acting in the foreman or plant maintenance position.

d) When the annual shift rotation schedule is posted, employees classified as WWTP Operators shall choose their preferred rotation by seniority.

e) Waste Water Collections

The summer schedule for Waste Water Collections Operator and Foreman shall be a 24 week period between the first full week of May and the last full week of October. Both shifts shall contain two twenty minute breaks, rotate every four weeks and shall be the following hours:

A Shift  Monday – Thursday 7 a.m to 5 p.m.

B Shift  Tuesday – Friday 7 a.m. to 5 p.m.

The hours outside the summer hours listed above shall consist of forty (40) hours, Monday to Friday from 7 a.m. to 3:30 p.m. including one-half hour unpaid lunch period per day.

9.06 Peterborough Sport and Wellness Centre

a) Maintenance Shift

Summer Schedule (July and August)

The basic work week for employees on this shift consists of forty (40) hours, Monday through Friday, from 6:00 a.m. to 2:30 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

September through June

The basic work week for employees on this shift shall consist of forty (40) hours as follows, including a one-half (1/2) hour unpaid lunch period per shift:

Monday, Tuesday and Wednesday: 6:00 a.m. to 2:30 p.m.
Thursday: 6:00 a.m. to 4:00 p.m.
Friday: 6:00 a.m. to 1:00 p.m.
b) **Maintenance Shift – Afternoon**

The normal hours of work are forty (40) hours per week, Monday to Friday 2:30 pm to 11:00 pm including a one-half (1/2) hour unpaid lunch per shift. Employees shall receive two (2) ten (10) minute paid breaks per shift.

With two weeks, notice these hours may be changed in order to cover full week(s) of vacation for the day shift operator and, as a result, this newly created position shall work the hours as outlined in Article 9.06. Once the hours are changed to accommodate the vacation period, any further changes may only occur with the consent of the Union and the employee concerned.

The newly created Operator I position shall also be rescheduled for the annual pool shutdown. The Employer shall provide one (1) month notice to all affected employees as to the dates of the shut down. The shut down shall be a maximum of 2 weeks and the hours worked during this period shall be 8:00 am to 4:30 pm.

A shift bonus as per Article 23.04 shall be paid for each hour actually worked between the hours of 2:30 pm and 11:00 pm.

9.07 **Arenas Division**

The basic work week for employees of the Arenas Division (except those at the Memorial Centre and the Foreman 2 Permanent – Weekends) consists of forty (40) hours, as follows:

(a) Two (2) shifts of ten (10) hours daily; one from 6:00 A.M. to 4:00 P.M., and the other from 4:00 P.M. to 2:00 A.M. Each operator shall receive three (3) consecutive days off in each seven (7) day period.

(b) Employees shall receive two (2), ten (10) minute paid breaks per shift.

(c) No employee will be required to work on Christmas Day, New Years Day or after 4 p.m. on Christmas Eve, without the employee’s consent.

(d) Schedules outlining work shifts for each employee shall be posted one (1) month in advance during the period of the year October 1 to April 30, and two (2) weeks in advance during the balance of the year. Such schedules shall not be altered without the consent of the Employee concerned. Each employee will be scheduled in such a manner as to guarantee two (2) weekends off in every four (4) weekends.

(e) No employee will be required to work a split shift and shall not be
rescheduled from nights to days during any shift.

(f) **Part Time Employees**

The engaging of employees for up to twenty-four (24) hours per week in the Arenas Division, who are excluded from this Collective Agreement, as provided in Article 2.01 e), shall not reduce the number of permanent full time employees employed at Evinrude, Kinsmen and Northcrest below sixteen (16) during the period from December 1 to March 31st, and ten (10) during the period from April 1st to November 30th.

(g) In addition, an employee who is engaged for less than twenty-four (24) hours per week, who is excluded from the scope of this Collective Agreement, shall not work unless a full time employee is present.

(h) Employees engaged for less than twenty-four (24) hours per week, who are excluded from the scope of this Collective Agreement, shall not be employed within any area of the Corporation other than the Arenas Division.

9.08 **Arenas Division – Hours of Work – Foreman 2 Permanent – Weekends**

The basic work week for the Foreman 2 Permanent – Weekends shall be as follows:

- (12 hours) Friday 7 am – Friday 7 pm
- (12 hours) Saturday 7 am – Saturday 7 pm
- (12 hours) Sunday 7 am – Sunday 7 pm

Where a paid holiday falls on Monday, the weekend shift shall be as follows:

- (12 hours) Friday 7 am – Friday 7 pm
- (12 hours) Saturday 7 am – Saturday 7 pm
- (12 hours) Sunday 7 am – Sunday 7 pm
- (12 hours) Monday 11 am – 11 pm

Where a paid holiday falls on Friday, the weekend shift shall be as follows:

- (12 hours) Friday 7 am – Friday 7 pm
- (12 hours) Saturday 7 am – Saturday 7 pm
- (12 hours) Sunday 7 am – Sunday 7 pm

Where a paid holiday falls on a Tuesday, Wednesday or Thursday, the weekend shift shall be as follows:

- (12 hours) Day of holiday 11 am – 11 pm
- (12 hours) Friday 7 am – Friday 7 pm
(12 hours) Saturday 7 am – Saturday 7 pm
(12 hours) Sunday 7 am – Sunday 7 pm

No employee will be required to work a split shift and shall not be rescheduled from nights to days during any shift

**Weekend Shift Rates**

The hourly rate of pay for employees on the weekend shift shall be calculated by multiplying the employee’s regular hourly rate by forty (40) and dividing the total by thirty-five (35). There shall be no shift bonuses for employees assigned to the weekend shift as the Foreman 2 Permanent.

**Meal and Rest Breaks: Weekend Shifts**

Employees on weekend shifts shall receive the following paid lunch/break periods:

a) During each twelve (12) hour shift, three (3) twenty (20) minute periods, two of which may, with the approval of the Employer be consecutive; and

b) during each eight (8) hour shift, two (2) twenty (20) minute periods.

**Article 10 - Temporary Employees**

10.01 **Definition**

For the purposes of this Collective Agreement, a temporary employee is an employee hired by the Employer, for 40 hours per week or equivalent under Article 9, to perform a specific job for a definite term. The length of term for any temporary job will not exceed eight (8) months. If a temporary position exceeds eight (8) months, the Employer shall post the position in accordance with Article 11 as a permanent position.

NOTE: This does not change the current practice the Employer has of employing temporary staff for fewer than 40 hours per week at the Memorial Centre.

10.02 The Employer may hire temporary employees:

a) for the period between the first (1st) day of April and the thirtieth (30th) day of November of each year, and

i) they shall not during this period qualify as permanent employees even though their employment exceeds sixty-five (65) working days within a period of six (6) consecutive months; and
ii) if any of these employees are employed beyond the thirtieth (30th) day of November, and if on the first (1st.) day of December such employee has to their credit more than sixty-five (65) working days within a period of six (6) consecutive months, such employee shall immediately qualify as a permanent employee; and

iii) the Employer shall reimburse such an employee on the first (1st) day of December the difference in wages between the starting rate and the rate paid for the job that they did for all the period exceeding such sixty-five (65) day period from the start of their employment; and

iv) at no time shall the number of temporary employees through the period from the first (1st) day of April to the thirtieth (30th) day of November exceed fifty (50) percent of the total number of employees in the Union.

b) to replace an employee on leave of absence pursuant to Article 15.03, Article 15.08 (Pregnancy, Adoptive and Parental Leave), Article 15.07 (Jury Duty) and Article 15.04 (Education) and Article 15.05 (Personal Leave) for the full term of any such leave of absence.

c) at any time during the year to replace a permanent employee who is absent for a time in excess of thirty (30) days due to illness or compensable injury under Workers’ Compensation. Where practical, the temporary employee engaged under this provision will be hired at the entry level job.

d) to participate in special government assisted make-work projects and to determine the hourly rate of pay for such employees, which will not be less than the Temporary Labour rate.

e) any time of the year in the Arenas Division, provided that at no time shall the number of temporary employees exceed fifty per cent (50%) of the total number of permanent employees in the Arenas Division. The employing of temporary employees shall not reduce the complement of permanent Arena Division employees.

10.03 Notwithstanding Article 10.02 a) ii), a temporary employee hired under Article 10.02 b), c), d) and e), shall be hired on a temporary basis only and shall not during this period of employment qualify as a permanent employee even though employment exceeds sixty-five (65) working days in a period of six (6) consecutive months.

10.04 The Union will be advised monthly of temporary staffing complement by department.
10.05 **Posting of Temporary Position**

A temporary position for a term exceeding three (3) months shall be posted in all Departments and Divisions for a minimum period of ten (10) days. Applications shall be reviewed in accordance with Article 11.03 (a) and (b) where applicable. The Employer shall not be obligated to award the position to any employee unless the Employer is satisfied that it can secure a qualified replacement for the term of the temporary position. When the position is filled, the successful employee shall receive the applicable rate for the job, and at the end of the temporary assignment, shall return to their original position. During the temporary assignment a permanent employee shall continue to be covered by all of the provisions of this Collective Agreement excepting that the employee shall not have the right to return to their former position, pursuant to Article 11.04.

10.06 Article 10.05 shall apply only to the original temporary position.

10.07 **Temporary Employee Entitlements**

A temporary employee shall not be covered by any of the provisions of this Collective Agreement, excepting:

a) Article 5 (Union security)
b) Article 9.01(g) (Meal and Rest Break; Weekend Shift)
c) Article 9.01(f) (Weekend Shift Rates)
d) Article 11.01; 11.02; 11.03 (Job Vacancies)
e) Article 12 (Overtime)
f) Article 13 (Paid Holidays)
g) Article 15.06 (Compassionate leave)
h) Article 23 (Wages)
i) Article 17.07, 17.13 (Clothing)
j) Article 18.04 b) (WSIB)

10.08 **Bank Time for Temporary Employees who become Permanent**

a) If a temporary employee is hired permanently within a department other than the department which he/she has worked in while temporary, he/she shall have his/her bank time paid out on the permanent date of hire or the next pay period after the permanent date of hire.

b) If a temporary employee is hired permanently within the same department as the department which he/she has worked in while temporary, he/she shall have bank time paid out on the permanent date of hire or the next pay period after the permanent date of hire unless he/she notifies the Employer that he/she wishes to maintain the hours in their bank. Said notification shall occur as soon as
reasonably possible after the temporary employee has been told of their permanent date of hire.

10.09 **Termination of Temporary Employee**

The employment of a temporary employee may be terminated by the Employer, for any reason not contrary to law, and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement.

10.10 A temporary employee shall be notified of the termination of their temporary status two (2) weeks in advance of their final shift.

**Article 11 - Job Vacancies, Promotions and Transfers**

11.01 A vacancy shall be created when:

(a) A new position is created; or

(b) An employee transfers out of a position, is terminated or retires, and approval for replacement is granted.

11.02 (a) When a vacancy as outlined in Article 11.01 occurs notices shall be posted within ten (10) days at appropriate locations including all bulletin boards for a minimum period of ten (10) days.

(b) The notice shall set out a job description with a copy supplied to the Union on or previous to the date of the posting. Late applications for available postings will be accepted from employees on vacation or approved leave, up to the date of interviews being conducted.

(c) Each notice shall contain the following; nature of position, qualifications, required knowledge and education; skills; shifts; hours of work; wage or salary or range. Such qualifications and requirements shall be those necessary to perform the job function.

(d) The Employer agrees to provide to the Union at the time of posting of a vacancy under (a) above, a copy of the authorizing document that shall include the corresponding Job Posting Number.

(e) **Rates of Pay for Transferring Employees**

   i) An employee transferring to a PW Operator or Arena Operator, from any other division shall enter the operator grid at the equivalent years of service, to a maximum of Operator three.

   ii) An employee transferring to a PW Operator or Arena Operator, from within their division shall enter the operator grid at their equivalent year of service.
iii) An employee transferring to Arboriculture shall enter the program at their equivalent level, based on their qualifications as set out in the Collective Agreement.

iv) Effective January 1, 2018, a WWC Operator transferring to a PW Operator or Arena Operator shall enter the operator grid at their equivalent years of service, to a maximum of Operator 3.  
Note: For the years 2016 and 2017, should a WWC Operator transfer to a PW or Arena Operator, they shall enter the Operator grid at the equivalent years of service.

11.03 Priority in Filling Vacancies

(a) In filling a vacancy required to be posted pursuant to this Article, the Employer shall consider applicants in the following order:

- Permanent employees in CUPE Local 504;
- Temporary employees in CUPE Local 504;
- Employees in CUPE Local 126 and 1833; and
- Any other applicants.

(b) In evaluating applicants for a vacancy, the Employer shall consider physical fitness, skill and ability, licences where required, training and experience, and past work record with the Employer.

(c) Where, in the judgement of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in Article 11.03 (b) are relatively equal to the extent that such factors are relevant to the job, the most senior candidate shall be awarded the position.

(d) Where an internal employee is the successful candidate, he/she shall be notified of such within thirty (30) working days from the closing date of the job posting. The effective date of the appointment and other details of the transfer will be at the discretion of the manager.

11.04 An employee who has been promoted or transferred shall have a period of trial in the new job for thirty (30) working days. If, within such trial period, the employee decides that they no longer wish to remain in the position, or if the Employer determines that the employee is unable to perform the job, the employee shall be returned to their former job without loss of seniority and their replacement, if any, shall return to their former position.

At the expiration of the trial period, the employee shall be deemed to be qualified for the new job.

11.05 Every new permanent employee shall serve a probationary period of sixty-five
(65) working days, and on completion of the probationary period the employee's seniority shall date from the day on which they commenced their employment. During the probationary period such employee shall be subject to all of the provisions of this Collective Agreement, except that such employee may be terminated for any reason satisfactory to the Employer, without recourse to the grievance and arbitration procedure.

11.06 **Temporary to Permanent Employee**

If a temporary employee becomes a permanent employee as a result of a posting under Article 11, the following will apply:

(a) The employee’s seniority will be effective from the first day of continuous employment.

(b) The probation period referred to in Article 11.05 will be waived.

**Article 12 - Overtime**

12.01 All time worked outside of a regularly scheduled shift shall be overtime.

12.02 Overtime shall be compensated at a rate of one and one-half (1½) times the regular hourly rate except on Sundays or paid holidays when the rate shall be two (2) times the regular rate.

12.03

(a) Scheduled overtime not attached to a regularly scheduled shift shall be offered to qualified permanent employees prior to being offered to any temporary employees.

(b) When overtime is required which is not attached to a regularly scheduled shift, the following rules shall apply:

i) If the overtime is required for work done by a particular unit or assignment, it shall be offered first, by seniority, to those permanent employees who hold the unit or assignment required to perform the overtime work;

ii) if overtime is required which does not entail a particular unit or assignment, it shall be offered by seniority to the qualified permanent employee able to perform the work;

iii) if there are no permanent employees available to perform the overtime work, overtime shall be offered to temporary employees.

12.04 **Overtime and Banking**

An employee shall have the option of accumulating overtime, rather than
being paid for such time. Should the employee wish to accumulate overtime, the employee shall advise their Supervisor within twenty-four (24) hours of the working of such overtime. Overtime may be taken as paid leave, at the rate in effect when the time was worked, at any time mutually agreeable to the Employer and the employee. It is recognized that employees utilizing vacation will receive preference over employees utilizing accumulated overtime in the scheduling of time off. Accumulated overtime shall not exceed eighty (80) hours at anytime.

12.05 Minimum Call Back

An employee who is called in and required to work outside their regular shift shall be paid for a minimum of two (2) hours at overtime rates unless the call-in is immediately prior to the shift, in which case there shall be no minimum.

12.06 No Layoff for Overtime

No employee shall be laid off during a regularly scheduled shift to equalize any overtime which the employee has worked.

12.07 The Union may have access to overtime records as required.

Article 13 - Paid Holidays

13.01 The following days are recognized as paid holidays on the days on which they occur:

- New Year’s Day
- Canada Day
- Remembrance Day
- Good Friday
- Peter Robinson Day (Civic Holiday)
- Christmas Day
- Easter Monday
- Labour Day
- Boxing Day
- Victoria Day
- Thanksgiving Day
- Family Day

There shall be an additional one-half (½) day paid holiday to be taken the last four (4) hours of the shift on the last working day prior to Christmas Day, plus any day proclaimed as a paid holiday by the Mayor or Council of the Corporation of the City of Peterborough.

13.02 An employee shall qualify for a paid holiday provided:

a) the employee works the employee’s regular shift before and after the holiday, or
b) the employee was on scheduled vacation, or
c) the employee was on approved Sick Leave in accordance with Article 18, or
d) the employee was on leave of absence with pay, or
e) the employee was on leave of absence without pay for less than three
13.03 **Scheduled to Work**

For clarity, it is understood that all employees will be considered scheduled to work on a paid holiday in order to be given the day off, as a holiday.

In order to be considered scheduled to work, the employee must be notified of his work schedule in accordance with the scheduling requirements of this agreement.

(a) When an employee is scheduled to work as part of a normal work week, and is not required to work, the employee will receive eight (8) hours pay at the employee’s regular rate,

or

(b) When an employee is scheduled to work as part of a normal work week, and is required to work, the employee will receive two times the employee’s regular rate for all hours worked. In addition, the employee will receive eight (8) hours time off, with pay or eight hours additional pay, at the employee’s regular rate,

or

(c) When an employee is scheduled to work on a shift that extends into a paid holiday, as part of the normal work week, the employee will be paid at the applicable rate for all hours worked before 12 a.m. and at two times the normal rate for all hours after 12:00 a.m. until 11:59 p.m. on the paid holiday. Also, the employee will receive an additional hour of time off, with pay, for each hour worked after 12:00 a.m. until 11:59 p.m. on the paid holiday, or the equivalent hours pay at the regular rate

or

(d) When an employee is not scheduled to work on a paid holiday, the employee will receive an additional eight (8) hours off, with pay, or eight (8) hours pay at the regular rate.

13.04 **Call In**

An employee, who is not scheduled to work on a paid holiday will be considered called in, if the employee is required to work on a paid holiday, outside the scheduling requirements of this agreement:

(a) When an employee is called in to work on any paid holiday, the employee will be guaranteed four (4) hours' work at two(2) times the
regular rate, except on New Year’s Day and Christmas Day, when the employee shall be guaranteed eight (8) hours’ work. In addition, the employee will receive either an additional eight (8) hours time off with pay, or eight hours pay, at the regular rate.

(b) When an employee is called in to work on a shift that extends into a paid holiday, the employee will be paid at the regular rate, or whichever rate is applicable, for all hours worked before 12:00 a.m. and at two (2) times the regular rate for all hours after 12:00 am until 11:59 p.m. on the paid holiday. Also the employee will receive an additional hour of time off with pay, for each hour worked after 12:00 am until 11:59 p.m. on the paid holiday, or the equivalent hours pay at the regular rate.

Article 14 - Vacations

14.01 Every employee shall be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:

(a) An employee with less than one (1) year’s service as of July 1st in any calendar year, shall be allowed paid vacation at the rate of one (1) day for each complete month of service, to a maximum of eight days, provided the employee commenced work on the first working day of the month.

(b) An employee shall be allowed two (2) weeks paid vacation in the calendar year if their first (1st) anniversary falls prior to July 1st.

(c) An employee shall be allowed three (3) weeks paid vacation in the calendar year in which their second (2nd) anniversary falls.

(d) An employee shall be allowed four (4) weeks paid vacation in the calendar year in which their tenth (10th) anniversary falls.

(e) An employee shall be allowed five (5) weeks paid vacation in the calendar year in which their fifteenth (15th) anniversary falls.

(f) An employee shall be allowed five (5) weeks plus one (1) day paid vacation in the calendar year in which their nineteenth (19) anniversary falls.

(g) An employee shall be allowed five (5) weeks plus two (2) days paid vacation in the calendar year in which their twentieth (20) anniversary falls.

(h) An employee shall be allowed five (5) weeks plus three (3) days paid vacation in the calendar year in which their twenty-first (21)
anniversary falls.

(i) An employee shall be allowed six (6) weeks vacation in the calendar year in which their twenty second (22) anniversary falls.

14.02 Employees shall not be permitted to forego their vacation period in order to obtain pay in lieu of time off for vacation.

14.03 Vacation shall be taken during the year in which it applies, unless otherwise approved by the Division Head, Human Resources.

14.04 Scheduling of vacation shall be at the discretion of the Employer. Preference of scheduling for vacation shall be based on seniority, subject to the approval of the Employer.

14.05 If an employee is hospitalized or requires surgical or medical treatment which will extend into the period of the employee’s planned vacation, that employee shall have the right to sign for an alternative vacation period, to be taken at a mutually agreed time.

14.06 **Clarification of Vacation Payout**

Any permanent employee whose employment is terminated during the year, shall have his/her vacation entitlement prorated accordingly.

14.07 A temporary employee, who is hired as a permanent employee, with no break in service, may elect to transfer vacation pay earned, to be taken as vacation with pay.

**Article 15 - Leave of Absence**

15.01 Leave of absence with pay shall be granted to such officers or duly appointed representatives of the Union who may be required to attend meetings called under the jurisdiction of the Ontario Labour Relations Board, or to attend wage and contract negotiations, grievance work, or any other business that may properly come between the Employer and the Union.

15.02 Reasonable leave of absence without pay shall be granted to Union officers or delegates to attend Union conventions, or other Union business provided each request is received in writing by the Human Resources Division seventy-two (72) hours in advance of such requirement.

Upon request, employees on leave of absence for union business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.

15.03 Leave of absence without pay shall be granted to employees who are
successful in securing opportunities as staff within CUPE. Upon request, employees on leave of absence for staff opportunities within CUPE will receive their regular pay and those benefits under Article 19 for such period of absence and the Employer shall bill CUPE National for all wages and benefits received during such absence.

The employee’s position, assignment and seniority shall not be affected by such leave.

15.04 Educational Leave

The Employer may, subject to staffing requirements and the basis of the request, grant a leave of absence without pay or loss of seniority to an employee who undertakes to improve their education through an approved and recognized course of study to a maximum of nine (9) consecutive months. Such employee shall be subsequently reinstated at their previous job classification provided they provide the Employer with three (3) months written notice of their intention to return.

15.05 Personal Leave

The Employer may grant leave of absence without pay for any period up to six (6) months, and the leave of absence shall not affect the employee’s seniority.

15.06 Compassionate Leave

The following leave of absence is allowed to make required arrangements and to attend the funeral in the event of a death in the employee’s family, commencing not later than the day of the funeral:

(a) Employee’s spouse, father, mother or children, seven (7) calendar days.

(b) Employee’s sister, brother, grandparent/in-law, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, three (3) working days.

(c) Aunt/in-law or uncle/in-law, niece/in-law and nephew/in-law, one (1) day (being the day of the funeral).

(d) Under exceptional circumstances leave may be granted or extended with the approval of the Division Head, Human Resources. However, a leave of two (2) days or less may be approved by the Department Director. Only such time as is required to fulfil the above obligation on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Employer as soon as
possible of the need for such a leave of absence.

Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time to be agreed upon between the employee and the employer.

(e) Compassionate leave granted under Article 15.06 (a) or 15.06 (b) shall supersede vacation.

15.07 **Jury Duty**

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or who acts as a witness in a job-related action in any court. The Employer shall pay such an employee the difference between the employee’s normal earnings and the payment received for jury service or court witness, without deducting the payment received for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

15.08 **Pregnancy, Adoptive and Parental Leave**

(a) The Employer shall grant an Employee, who is a natural or adoptive mother, a pregnancy or adoptive leave of up to seventeen (17) weeks without pay and without loss of seniority upon reasonable written notice provided:

i) Such Employee has completed thirteen (13) weeks of continuous service prior to the starting date of such leave.

ii) Such written request is made at least two (2) weeks prior to the proposed starting date of the leave. This notice requirement shall be waived in the event of pregnancy complications, premature birth, or the sudden coming into care of an adoptive child.

(b) The Employer shall grant an Employee, who is a parent, a parental leave of up to eighteen (18) weeks without pay providing the conditions of (a) i) and ii) are met.

For purposes of the above provision, "parent" shall be defined as:

i) the natural or adoptive mother or father,

ii) a person in a relationship of some permanence with a natural or adoptive mother or father of the child who intends to treat the child as his or her own.

(c) During such leave the employee's benefits, under Article 19, shall be
continued by the Employer. If the leave of absence is extended by the Employer, beyond seventeen (17) weeks, the employee shall pay the cost of such benefit for the period of the extension.

It is agreed by both parties that if the legislation under the Employment Standards Act is altered to be superior it shall be applied.

(d) If the employee fails to return to employment, or returns for a period of less than two (2) months continuous employment, the Employer shall have the right to recover the full cost of the premiums from the commencement of such leave.

15.09 Personal Days

(a) Each full time employee as of January 1 of each year shall be granted one (1) personal day.

(b) Such personal days must be utilized as a full-day off, with the approval of the manager or designate, provided such days are taken at a time when no replacement is required.

(c) Personal days shall be taken in the year in which they are granted and shall not be carried over.

Article 16 – Strikes and Lockouts

16.01 During the continuance of this Collective Agreement the Employer agrees that there shall be no lockouts and the Union agrees that there be no slowdown, strike, or other stoppage of work.

Article 17 – Working Conditions

17.01 The Employer agrees to provide heated accommodations for use of the employees during noon lunch period, such accommodations to be kept in a reasonable state of cleanliness.

17.02 Prior to operating any equipment the employee shall be satisfied that the equipment is complete and can be operated safely. The employee shall report to the foreman immediately if the equipment is not satisfactory in all respects.

17.03 Each employee, except on the weekend shift, is entitled to a ten (10) minute rest period in each half of a shift.

17.04 When a permanent employee decides to terminate their employment with the Employer, such employee shall give the Employer a written notice of seven (7) days before the termination of such employment.
17.05 The Employer agrees that their bulletin boards shall be available to the Union for posting notices.

17.06 **Uniforms**

a) Permanent employees will be provided with clothing, based on an annual allocation of points. The employee will be responsible for the cleaning and maintenance of issued garments. Sanitary and storm sewer maintenance workers to be issued clean coveralls as deemed necessary by the Employer and cleaning to be done by the Employer.

b) Each permanent employee will be given 22 points each year for clothing of their choice, within the options provided. Unused points may be carried over from year to year to a maximum of 5 points per year for the life of the Collective Agreement. The point system and items available are as follows:

- Pants (including cargo pants) 3 points
- Coolworks pants 6 points
- shirts 2 points
- golf shirts 2 points
- sweatshirts 3 points
- t-shirts 1 point
- windbreaker 4 points
- fleece jacket 4 points
- leather cowhide winter gauntlet gloves 2 points
- wool lined vest 3 points
- thermal long underwear tops 2 points
- thermal long underwear bottoms 2 points
- thermal socks 1 point
- ball caps 1 point
- toques (black and navy) 1 point


c) Orange work wear for Public Works employees will be issued on an as-needed basis:

- parka
- lineman jacket
- bib overalls
- coveralls
- 3 t-shirts (option of short or long sleeved)
- hoodies

d) Blue outerwear for Arenas, Recreation, Mechanics and Stores will be issued on an as-needed basis:
• parka

e) Blue outerwear for Environmental Protection will be issued on an as-needed basis:
  • Parka
  • coveralls

f) In lieu of the list in 17.06 b), the following clothing is provided to employees on an annual basis who hold the classification of WWTP Licensed Electrician:
  • 5 – Long Sleeve fire rated Work Shirts
  • 5 – Work Pants, fire rated
  • 1 – Spring/Fall fire rated jacket
  • 1 - Winter Liner for above fire rated Jacket
  • 5 100% cotton socks
  • 7 100% cotton underwear

On an as-needed basis:
  • ARC rated cotton coveralls
  • ARC rated winter coat
  • 20 Calorie 1000 volt rated ARC safety set (coveralls, hooded hard hat with ARC shield, ARC rated safety glasses, 1000 volt rated safety mat, safety hook and storage bag)
  • Set of 1000 volt ARC rated safety glove set which includes 2 pairs of rubber electrical safety gloves and leather gloves that go over the rubber gloves. As per the code the rubber gloves are sent away for testing every 90 days and will be replaced immediately upon failing the testing procedure.

17.07 The Employer agrees to provide rain gear for employees required to work outdoors in rainy weather. Such equipment shall remain the property of the Employer.

17.08 The uniform is to be the last visible layer of clothing.

17.09 The clothing issue is for the sole use of the employee to whom it is issued and may not be sold, exchanged or given to any other person.

17.10 Employees will respect clothing issue which may be identified as City of Peterborough issue. Due to security concerns, discontinued or discarded uniforms shall be returned to the Employer.

17.11 An allowance of up to four hundred ($400) dollars, within the two (2) calendar year time period, will be paid to each permanent employee, upon submission
of acceptable receipt specifying the purchase of appropriate C.S.A. approved safety footwear. The date of purchase shall be used to determine the appropriate allowance within the two (2) calendar year time period, which, for clarity shall begin January 1, 2016.

17.12 **Temporary Employee Uniform**

Three (3) T-shirts

17.13 It is understood and agreed that the uniform shall be worn at all times the employee is on shift. Those not wearing current city issue as outlined above, will be subject to disciplinary action.

17.14 When an Operator who is required to maintain a driver’s license of specific class, as part of his/her employment agreement has his/her license suspended for the first time for non-medical reasons, his/her rate of pay shall be reduced by $1.50 per hour until they regain their license without restriction. Subsequent suspensions for non-medical reasons will be dealt with in accordance with Corporate policy. Only three (3) accommodations will occur at any given time. The Employer may allow more than three (3) based on individual circumstances.

17.15 **Tool Allowance**

The Employer agrees to provide a four hundred ($400) dollar tool allowance each year to the mechanics and the body person payable in the first pay period in February.

17.16 **Maintenance of DZ License and Endorsement**

The employee is responsible to ensure that his/her DZ license and endorsement is maintained. The Employer agrees to pay the fee required for the Z endorsement upon submission of appropriate receipt.

**Article 18 - Welfare**

18.01 **Definition of Sick Leave**

Sick leave is the period of time an employee is permitted to be absent from work with pay in accordance with Article 18.01 (a) by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the Workers' Compensation Act.

(a) **Short Term Disability**

In accordance with By-law #1988-252, which supersedes By-law
#4833, the following short-term disability plan is provided. Entitlement to short-term disability benefits shall be based on the length of service as a permanent, full-time employee calculated from the employee's date of permanent hire, according to the following schedule.

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>100% of Salary</th>
<th>75% of Salary</th>
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<td>3 months but less than 1 year</td>
<td>1 week</td>
<td>16 weeks</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>2 weeks</td>
<td>15 weeks</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>3 weeks</td>
<td>14 weeks</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
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<tr>
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</tr>
<tr>
<td>over 9 years</td>
<td>17 weeks</td>
<td>0 weeks</td>
</tr>
</tbody>
</table>

*For the purpose of this plan, salary means the amount of money to be paid to the employee as established the first date of absence, or, as modified by City Council. Other definitions are clarified in the By-law #1988-252.

(b) **Benefits While on Short Term Disability**

The benefits recited in Article 19 shall remain in effect when an employee is a recipient of short-term benefits pursuant to the Plan.

(c) **Certificate of Illness**

An employee absent from work due to illness or health related treatment is required to present documentation from a certified practitioner stating that the employee is unable to perform their duties and indicating the probable duration of the illness. This certificate would be required for any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday, which is to be charged as sick leave. Failure to produce the required certificate(s) within five (5) working days of returning to work may result in the uncertified days of absence being charged as leave without pay.

Employees may use up to a maximum of seven (7) uncertified days during a calendar year. Employees with less than one (1) year of service will have uncertified days pro-rated. More than seven (7) days of accumulated uncertified absence within a calendar year shall be
charged as sick leave without pay. The seven (7) uncertified days need not be related to a continuous period of absence.

It is agreed that the Employer shall not, unless the employee consents, have any direct communication (verbal or written) with an employee’s health care practitioner. The Union and the Employer shall mutually agree upon a consent form.

(d) Should an employee be ill for an extended period on one (1) or more occasions in a calendar year such that the employee exhausts their short term protection at one hundred (100) percent of salary, coverage for new illnesses will be available for seventeen (17) weeks at seventy-five (75) percent of salary.

Note: A recurrence of the illness within ten (10) working days of an employee's return to work will be considered a continuation of the same illness therefore long term disability coverage will commence upon exhaustion of the short term coverage.

(e) In any case of prolonged illness or recurring disability, the employee shall submit periodic reports on their condition as the Employer may request in writing.

(f) **Immediate Family Illness**

In the case of illness of a member of an employee's immediate family, where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, the employee may, with the approval of the Division Head, Human Resources, be entitled to use maximum of five (5) sick days per illness, to care for the ill family member. The Manager or designate may approve single day absence of the family care provision. The employee is required to provide written verification of the absence due to illness of a family member.

18.02 Employees, whose record of attendance is indicative of abuse of either certified or uncertified sick leave days, will be notified in writing that a certificate of qualification from a duly recognized medical practitioner will be required for each future absence in order to substantiate illness and payment of wages for such absent time.

Should the employee fail to comply, wages will not be paid.

Such letter of notification shall remain in force until such time as the Corporation shall determine that the employee’s record has improved to an acceptable level.
It is understood that the above-noted notification shall not be subject to the grievance procedure, but should the employee so desire the Union shall raise the issue of the notice with management on the employee's behalf.

For Clarification of Article 18 see Corporation By-Law (Available on Request).

18.03 Long Term Disability

(a) In conjunction with the short-term disability benefits, long-term disability benefits shall be provided for all eligible employees at a level of seventy-five (75) percent of monthly income to a maximum of eight thousand (8,000) dollars, payable to retirement or age sixty-five (65), whichever is earlier.

Benefits for eligible disabilities shall be payable after a waiting period of seventeen (17) continuous weeks subject to the terms and conditions of the Master Long Term Disability insurance contract.

(b) Benefits While on Long Term Disability

The Employer shall pay and keep in force one hundred (100) percent of the cost of the Employer Health Tax, Semi-Private Hospital, Extended Health, Dental Care and Vision benefits, for the first two (2) years of long-term disability payments. In addition, the Employer shall extend such coverage for employees, remaining disabled within the terms of the long-term disability contract for an additional year for each year of full-time employment with the Employer in excess of two (2) years.

(c) Seniority, Vacation Entitlement and Job Security While on Disability

Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for short-term and long-term disability benefits subject to the following restrictions:

i) vacation entitlement would continue when the employee qualifies and is receiving short-term disability benefits only; future vacation entitlement will be prorated once the employee returns from LTD. It is agreed that the proration will only affect the number of days they receive in that vacation year but shall not affect the progression from one level of vacation entitlement to the next, and

ii) a position will be held available for an employee from the initial date of disability which necessitates continuous absence from employment.
(d) It is understood that the terms and conditions of the long term disability policy are not subject to the grievance provisions of this agreement. However rejection or delays of claims due to Employer error, may be grieved.

18.04

(a) **Workplace Safety and Insurance Act- Permanent Employees**

An employee who is unable to work as a result of an illness or injury covered under the Workplace Safety and Insurance Act, shall continue to receive their usual gross pay for a period of four (4) months. All usual deductions shall continue during this period.

The Employer will continue to pay all benefit premiums as outlined in Article 19.01 for the total period of absence.

(b) **Workplace Safety and Insurance Act – Temporary Employees**

A temporary employee who is unable to work as a result of an illness or injury covered under the Workplace Safety and Insurance Act, shall continue to receive his/her usual gross pay for a period of fifteen working (15) days. All usual deductions shall continue during this period. Further, a temporary employee involved in a suitable, modified work assignment as the result of a WSIB injury shall remain a temporary employee although the term of employment may exceed eight months.

**Article 19 - Benefits**

19.01 The Employer will pay the total cost of the following benefit plans for all employees:

(a) Employer Health Tax

(b) Group Life Insurance at two (2) times the employee’s salary to a maximum of policy holder.

(c) Extended Health Drug Plan $10/$20 deductible

(d) Semi-Private Hospital coverage or equivalent.

(e) A Dental Plan # 9, to current less one (1) year, with recall at nine (9) months for those individuals over twelve (12) years of age.

Orthodontic Coverage: subject to fifty percent (50%) co-insurance with a lifetime maximum benefit of $2500 per insured.

Major Restorative Services (including but not limited to crowns/implants, dentures and/or bridgework) subject to fifty percent
(50%) co-insurance with a lifetime maximum benefit of $2500 per insured family member.

(f) Vision family coverage to $500 every 24 months. An employee may elect to use vision coverage in one 24-month period to pay for the costs of laser surgery. The Employer agrees to cover the cost of laser surgery for the insured individual only to a maximum of $500.00/eye. It is understood that an employee shall have access to the vision family coverage of $500.00 after 24 months and from that point forward. Eye examinations of up to $100 per insured family member every 24 months.

(g) Hearing Aids: Lifetime maximum of $500.00.

(h) Out-of-province deluxe travel coverage.

Paramedical Benefits

To help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for single coverage paramedical services for full time employees up to $800.00 per calendar year for each benefit as follows:

a) physiotherapist
b) clinical psychologist
c) chiropractor
d) osteopath
e) chiropodist
f) podiatrist
g) naturopath / homeopath
h) Speech pathologist, masseur, dietician - where prior authorization by physician

Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.

Dependents are covered for up to $600 per person for the following paramedical services:

a) physiotherapist
b) clinical psychologist
c) speech pathologist
d) masseur
19.02 **Change of Benefit/Carrier**

The benefits outlined in article 19.01 shall not be reduced from the current level. The carrier shall not be changed without the approval of the local unless beyond the control of either party.

19.03 **Benefits for Retirees**

The Employer will continue payment of Extended Health, Semi-Private Health Care Coverage or equivalent for any employee from the date of early retirement to the age of sixty-five (65). However, the Employer will not continue payment of the Dental Plan or any other benefit plan, and employees will not be entitled to subscribe to same under any conditions.

19.04 **OMERS Pension**

The Employer agrees to provide to permanent employees O.M.E.R.S. Type 1 Pension, providing a pension at normal retirement age of sixty-five (65) OR an unreduced pension with the ninety (90) Factor (when years of credited service plus age equal to ninety (90)). The pension is based upon two (2) percent of the employee's average of best sixty (60) months of pensionable earnings multiplied by their years of credited service (maximum thirty-five (35) years) reduced by approved past pension (i.e. Government Annuity) and Canada Pension Offset. Cost of this pension is shared by the Employer and the employee and participation is mandatory for permanent employees.

19.05 **Overage Dependents**

Extended health and dental benefit coverage is extended to dependent children to age twenty-five (25), who are enrolled full-time in school.

19.06 The Employer shall maintain the employees health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time employee, other than a retiree.

**Article 20 - Grievance Procedure**

20.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Grievance Committee, which will consist of the President, Secretary, Chief Steward, or designates, and a representative of the area(s) concerned. The Committee may assist any employee(s) which the Union represents in preparing and presenting a grievance.

20.02 For the purposes of this Article, the term "working days" excludes Saturdays, Sundays and paid holidays.
20.03 Should any dispute arise between the Employer and the Union there shall be no suspensions of work on the part of the Employer or employee on account of such dispute, but instead an earnest effort shall be made promptly to adjust such dispute by negotiation.

20.04 A dispute shall not be discussed with Union representatives when individual or group stoppages occur until the employees participating in the stoppage have returned to work.

20.05 When any employee is suspended or discharged, the employee's steward will be notified the same day and a written statement of the reason for such suspension or discharge will be provided to the employee within two (2) working days.

20.06 A grievance may not be submitted more than fifteen (15) working days following circumstances giving rise to the grievance.

20.07 Any grievances shall be dealt with in detail in the following manner.

Step 1
The aggrieved employee(s) shall discuss the grievance with their supervisor and may be accompanied, if requested by the employee, by their Union representative.

Step 2
Failing satisfactory settlement within five (5) working days after the discussion was held under Step 1, the grievance, which shall be in writing and signed by the grieving employee, shall be submitted to the manager. The manager shall render a decision, in writing, within five (5) working days after receipt of the grievance.

Step 3
Failing satisfactory settlement in Step 2, the Union shall submit the grievance, within five (5) working days after receipt of the decision of the manager, to the Division Head, Human Resources or designate, who shall hold a meeting with the Grievance Committee within ten (10) working days after receipt of the grievance. The Division Head, Human Resources or designate, shall render a decision, in writing, within ten (10) working days after the meeting.

Step 4
Failing satisfactory settlement in Step 3, the Union may refer the grievance to arbitration in accordance with Article 21, so long as written notice of such referral is provided to the Employer within ten (10) working days after receipt of the decision of the Division Head, Human Resources or designate.

20.08 It is understood and agreed that the term "designate" in Step 3 of the grievance procedure, shall exclude the person or persons that dealt with the

Collective Agreement - C.U.P.E. Local 504
grievance in Step 2.

20.09 **Policy Grievance**

Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, either party may submit a grievance in writing to the other. The parties shall meet within ten (10) working days to consider such grievance, and failing settlement of the grievance, either party may refer to the grievance to arbitration in accordance with Article 21 so long as written notice of such referral is provided to the other party within ten (10) working days after the above-mentioned meeting.

20.10 The Union shall have the right to originate a grievance on behalf of an employee(s), and to seek relief from the Employer, in accordance with the procedures outlined in this Article and Article 21.

20.11 It is agreed that the time limits outlined in this Article and Article 21 may be extended by mutual agreement of the parties in writing.

20.12 When management personnel intend to interview an employee for disciplinary purposes, the manager/supervisor will notify the Union in advance in order that a Union representative may be present at the interview, upon request of the employee.

20.13 An employee may request that a Union representative be present in a disciplinary meeting with management.

20.14 A Union Steward may discuss a complaint with an employee without loss of pay during his/her regular shift, provided that permission from the manager is obtained prior to the meeting. Such permission is not to be unreasonably withheld provided this time is kept to a minimum.

20.15 Any mutually-agreed changes to this collective agreement shall form part of the agreement and are subject to the grievance procedure.

**Article 21 - Arbitration**

21.01 Right of Parties to Proceed to Arbitration:

Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Collective Agreement has been violated, either party may, after exhausting any grievance procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
21.02 Composition of Board of Arbitration:

If either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name of its nominee to the Arbitration Board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall be the Chairperson.

21.03 Failure to Appoint:

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

21.04 Board Procedure:

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision. The decision is final and binding upon the parties and upon any employee or Employer affected by it.

21.05 Decision of the Board:

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. In no event shall the Board of Arbitration have the power to change this Collective Agreement or alter, modify or amend any of its provisions.

21.06 Disagreement on Decision:

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

21.07 Expenses of the Board:

Each party shall pay the fees and expenses of the nominee it appoints to the Arbitration Board and one half (1/2) of the fees and expenses of the Chairperson.
21.08 Witnesses:

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements shall be made to permit the Board of Arbitration to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

21.09 Sole Arbitrator:

If both parties are in agreement the Board of Arbitration process above may be replaced by a Sole Arbitrator.

Article 22 - New Job Classifications

22.01 If a new job is established, or if a legislative or regulatory requirement is introduced for any classification by the provincial or federal government, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer, and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to the grievance and arbitration procedure.

Article 23 - Wages

23.01 Schedule A

(a) The hourly rates to be paid to employees shall be in accordance with the schedule marked "Schedule "A" attached hereto,

(b) Each employee shall be paid by direct deposit on a weekly basis every Thursday to a bank of their choice. Note: Employee(s) on staff on September 2, 1998 who have not yet elected to be paid by direct deposit, or who have not yet elected to be paid by direct deposit and are directing a portion of their pay cheques to a financial institution, shall be excluded from this provision unless they so elect at a later date.

(c) Employees who hold positions in the PW Operator, Arena Operator, Sports Wellness Operator and/or Storeskeeper/Receiver job classifications shall progress one step up the grid each January 1 until they reach the top job rate. For clarity, a PW Operator III on December 31 shall move to PW Operator IV on January 1.
23.02 **Rate of Pay for Temporary Assignments**

(a) When an employee is directed to relieve in the plant maintenance, foreman or sanitation position the employee shall receive the rate for the higher-rated position for the full shift after having served therein a period of three (3) hours.

(b) When a temporary employee is directed to operate a vehicle for a period of three hours or more, the employee shall receive the higher rate for the entire shift.

(c) When an employee is directed to relieve in a position of lower rating, the employee’s regular rate of pay shall be maintained while so assigned.

(d) Where a crew of five (5) or more is assigned a task without a regular Working Foreman, a temporary Working Foreman will be assigned by the Employer for that task and shall be paid as a temporary Working Foreman for all time so assigned.

(e) An arena employee who is charged with the responsibility of the arena operation for a complete shift in the absence of a manager or working foreman shall be paid eighty (80) cents per hour in 2016, in addition to the base rate. Effective January 1, 2016, and thereafter, this premium will be indexed according to the annual wage increase.

23.03 Any employee of the Employer required to report for work on any scheduled work day and not permitted to work, or an employee starting to work and working less than four (4) hours, shall receive four (4) hours’ pay at the employee’s regular straight hourly rate.

23.04 **Shift Bonus**

(a) A shift bonus one dollar and six cents ($1.06) in 2016 shall be paid for each hour actually worked during each of the following shifts. Effective January 1, 2017 and thereafter, this premium will be indexed according to the annual wage increase.

- Public Works Division
  - Article 9.01 c (Night shift)
  - Article 9.01 b (Afternoon shift)
  - Article 9.02 (Mechanics, Service Person and Body Person evening and night shift)
- Environmental Protection Division
  - Article 9.04 (evening and night shifts);
- Arenas Division
  - Article 9.06 (evening and night shift)
(b) In addition to the provisions of Article 23.04 (a) an employee who is scheduled to work on a Saturday or a Sunday as part of a regular forty (40) hour per week schedule, shall be paid the shift bonus for each hour actually worked on a Saturday or Sunday.

23.05 Training Course

The employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

(a) Type of course (subject and material covered).
(b) Time, duration and location of course.
(c) Minimum qualifications required for the applicant.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

Time spent in such training shall be considered to be time worked.

Training shall be offered on a seniority basis in the following priority order:

1. For re-certification and/or for legislative requirements
2. To employees currently holding a permanent work assignment in the activity related to the training
3. To employees currently holding a temporary work assignment in the activity related to the training
4. To employees not trained in the activity related to the training.

Article 24 - Duration of Collective Agreement

24.01 This Collective Agreement shall remain in effect until December 31, 2019. Unless either party gives to the other party written notice of termination or of a desire to amend this Collective Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

24.02 Notice that amendments are desired or requested by either party, or that either party intends to terminate this Collective Agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Collective Agreement, or to any anniversary of such expiration date. The said notice shall set out in detail the amendments desired so that the other party may have an opportunity to prepare all necessary information to discuss such amendments.

24.03 If notice of amendment or termination is given by either party, the other party
agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice if requested to do so.

24.04 It is further provided that during any negotiations resulting from notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or strictly related to, the original detailed request for amendment.
## Schedule A – C.U.P.E. Local 504

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<td>Description</td>
<td>Jan 1, 2016</td>
<td>Jan 1, 2017</td>
<td>Jan 1, 2018</td>
<td>Jan 1, 2019</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Temporary Solid Waste Collection</td>
<td>1.5%</td>
<td>1.5%</td>
<td>1.75%</td>
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<tr>
<td>Solid Waste Collection One-Man</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste Collection Two-Man</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PW Temporary/Seasonal Foreman 1</td>
<td>$29.06</td>
<td>$29.50</td>
<td>$30.02</td>
<td>$30.61</td>
</tr>
<tr>
<td>PW Permanent Foreman 2</td>
<td>$32.19</td>
<td>$32.67</td>
<td>$33.24</td>
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</tr>
<tr>
<td>PW Service Person</td>
<td>$25.82</td>
<td>$26.21</td>
<td>$26.67</td>
<td>$27.19</td>
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<tr>
<td>PW Mechanic</td>
<td>$31.13</td>
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</tr>
<tr>
<td>PW Body And Paint Man</td>
<td>$31.13</td>
<td>$31.60</td>
<td>$32.15</td>
<td>$32.78</td>
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<tr>
<td>PW Mechanic Foreman 1</td>
<td>$32.53</td>
<td>$33.02</td>
<td>$33.60</td>
<td>$34.26</td>
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<tr>
<td>PW Mechanic Foreman 2</td>
<td>$33.55</td>
<td>$34.05</td>
<td>$34.65</td>
<td>$35.33</td>
</tr>
</tbody>
</table>

**PW Weekend Shift Rates (Rate based on calculation. Refer to 9.01 e)**

### Recreation Division
<table>
<thead>
<tr>
<th>Description</th>
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<th>Jan 1, 2017</th>
<th>Jan 1, 2018</th>
<th>Jan 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sport &amp; Wellness Centre Operator 1</td>
<td>$24.56</td>
<td>$24.93</td>
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<td>Sport &amp; Wellness Centre Operator 2</td>
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<td>$26.04</td>
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<tr>
<td>Campground Attendants</td>
<td>$18.70</td>
<td>$18.98</td>
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<tr>
<td>Marina Attendants</td>
<td>$18.70</td>
<td>$18.98</td>
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<td>$19.69</td>
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</table>

### Arenas Division
<table>
<thead>
<tr>
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<th>Jan 1, 2017</th>
<th>Jan 1, 2018</th>
<th>Jan 1, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Arena Labourer</td>
<td>$18.70</td>
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<td>$23.58</td>
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<td>Arena Operator 4</td>
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<tr>
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<td>$26.21</td>
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<td>Temporary/Seasonal Arena Foreman 1</td>
<td>$29.06</td>
<td>$29.50</td>
<td>$30.02</td>
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</tr>
<tr>
<td>Arena Foreman 2 Permanent</td>
<td>$32.19</td>
<td>$32.67</td>
<td>$33.24</td>
<td>$33.89</td>
</tr>
<tr>
<td>Arena Foreman 2 Permanent - Weekend</td>
<td>$36.79</td>
<td>$37.34</td>
<td>$37.99</td>
<td>$38.73</td>
</tr>
<tr>
<td>Financial Reporting &amp; Accounting Division</td>
<td>Jan 1, 2016</td>
<td>Jan 1, 2017</td>
<td>Jan 1, 2018</td>
<td>Jan 1, 2019</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Storekeeper/Receiver 1</td>
<td>$24.37</td>
<td>$24.74</td>
<td>$25.17</td>
<td>$25.66</td>
</tr>
<tr>
<td>Storekeeper/Receiver 2</td>
<td>$25.12</td>
<td>$25.50</td>
<td>$25.95</td>
<td>$26.46</td>
</tr>
<tr>
<td>Storekeeper/Receiver 3</td>
<td>$25.87</td>
<td>$26.26</td>
<td>$26.72</td>
<td>$27.24</td>
</tr>
<tr>
<td>Storekeeper/Receiver 4</td>
<td>$26.62</td>
<td>$27.02</td>
<td>$27.49</td>
<td>$28.03</td>
</tr>
<tr>
<td>Storekeeper/Receiver 5</td>
<td>$27.39</td>
<td>$27.80</td>
<td>$28.29</td>
<td>$28.84</td>
</tr>
<tr>
<td>Storekeeper/Receiver 6</td>
<td>$28.16</td>
<td>$28.58</td>
<td>$29.08</td>
<td>$29.65</td>
</tr>
<tr>
<td>Shift Bonus</td>
<td>$1.06</td>
<td>$1.08</td>
<td>$1.10</td>
<td>$1.12</td>
</tr>
</tbody>
</table>
In Witness Whereof, the Employer and the Union have caused this instrument to be
Signed this 22\textsuperscript{nd} day of \textbf{April}, 2016.

\textbf{The Corporation of the}
City of Peterborough

\underline{Mayor}

\underline{Clerk}

Severally Witnessed

\underline{The Canadian Union of Public
Employees and Its Local 504

\underline{President}

\underline{Recording Secretary}

\underline{National Representative}
Appendix A – Modified Work Program

Letter of Agreement

between

The Corporation of the City of Peterborough
and
The Canadian Union of Public Employees and its Local 504

Re: Modified Work Program - Workers Compensation Act.

Notwithstanding the provisions of paragraph 10.02 a) ii) of the Collective Agreement, the parties hereby agree to the introduction of a modified work program under the Workers Compensation Act, that will enable the Employer to provide suitable, modified work opportunities to an injured temporary worker beyond the November 30 deadline, without the employee becoming a permanent employee. The Union will be notified of any temporary employees falling under this agreement.

Resigned this 20th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

For the Corporation of the City of Peterborough

Original signed Nov 26, 1997
Appendix B – Memorial Centre Employees

Letter of Agreement

between

The Corporation of the City of Peterborough
and
The Canadian Union of Public Employees and its Local 504
and
Gary Parnell, Brian Butler and Paul Wannamaker

Re: Employees Peterborough Memorial Community Centre
- Gary Parnell, Brian Butler and Paul Wannamaker

The parties hereto agree as follows:

The Employees are full time permanent employees at the Peterborough Memorial Community Centre, prior to September 16, 1996, and shall not become members of the union on or after September 16, 1996, unless or until all parties to this agreement agree in writing.

The Employer agrees that if a vacancy is created as a result of any of the employees leaving his position, and approval for replacement is granted, such vacancy shall be filled in accordance with the terms of the Collective Agreement between the Employer and the Union.

The Employees specifically acknowledge that:

- They have no rights pursuant to the Collective Agreement between the Employer and the Union, and
- They have been advised by both the Employer and the Union to seek independent legal advice before signing this agreement.

Resigned this 30th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

[Signature]

[Signature]

[Signature]

For the Corporation of the City of Peterborough

[Signature]

[Signature]

[Signature]
Appendix C – Letter of Agreement: Expression of Interest Public Works

Letter of Agreement
between:

The Corporation of the City of Peterborough
hereinafter called the “Employer”
-and-
Canadian Union of Public Employees and its
Local 504
hereinafter call the “Union”

Without Prejudice and Precedent

The parties recognize the need for an agreement related to the posting of CUPE 504 positions and work assignments within the Public Works Division. The Employer will retain the right to manage all services and direct the working forces as per Article 3.01; the Parties agreed to implement the following during the term of the current Collective Agreement, effective January 1, 2010, and will remain in effect until December 31, 2019. The five (5) least senior employees hired after January 1, 2016 will not be able to apply for either a permanent or temporary expression of interest. It is agreed that this will not affect any employees who were hired prior to January 1, 2016.

Expression of Interest

1. An Expression of Interest will be posted in the Public Works Division for a minimum of ten (10) working days for all approved temporary and permanent work assignments. The Expression of Interest shall contain the nature of the work assignment, the number of employees needed, the qualifications, and the closing date for applications. Employees interested in any of these assignments will submit an Expression of Interest Application Form to the Public Works Division Secretary by the closing date and a list will be available to the Union.

Late Expressions of Interests will be accepted up to the date of appointments as per Article 11.02 (b).

An Expression of Interest for Permanent Work Assignments will be open to permanent Public Works employees.

2. Summer Temporary Work Assignments will be posted each year in February and Winter Temporary Work Assignments will be posted each year in September. Temporary Work Assignments will be open to all permanent Public Works employees and permanent CUPE 504 employees approved for transfer to Public Works at the time the Expression of Interest is posted. The Union agrees to contact Public Works employees who have posted into a joint Arena/Public
Works permanent posting and may be on transfer to the Arena division and employees approved for transfer to Public Works from Arenas Division at the time the Expression of Interest is posted.

3. The Employer will review the applications received for the various Expressions of Interest and as per Article 11.03 will determine the successful candidate.

4. The filling of vacant Temporary Work Assignments will apply only to the original vacancy. The Employer will appoint an employee to a Temporary Work Assignment that may become available as a result of the original vacancy.

5. In the event no employee expresses interest in a work assignment, the Employer may appoint any employee to a work assignment from the unassigned pool, except for Solid Waste and Green Waste Collection, in order to meet the operational needs of the division. Junior Public Works Operators, Class 1 through 6, and Arborist, Class 1 through 5, will be assigned to permanent, temporary and short-term work assignments for Solid Waste and Green Waste, except when junior employee is scheduled for training.

6. Work assignments at the Temporary Labourer position will not be posted.

7. Employees appointed to Permanent or Temporary Assignments may be required to perform short-term assignments as per the Short-term Assignment Policy. It is understood and agreed, an employee will not be reassigned to a short-term work assignment unless mutually agreed to by the Union and the Employer, if his permanent or temporary work assignment is still required.

To assist in guiding the process, the following definitions will be used:

A position - those listed on Schedule A under the Job Class column.

A job rate - the rate of pay that applies to the level of the position, where applicable; e.g. PW Operator I, PW Operator 2, etc.

A temporary position - any position exceeding three (3) months and less than eight (8) months.

A work assignment - an activity, function or shift, within the Public Works Division. A work assignment is identified by either the service provided (e.g. Asphalt Repair) or by the specific fleet unit used to perform a service (e.g. Fleet Unit 605).

Three (3) categories of work assignments are recognized as follows: (see attached Appendix A for list of the various work assignments).

1. Permanent Work Assignments – are relatively continuous and exceed a duration of eight (8) months or more (e.g. Fleet Unit 443)
2. **Temporary Work Assignments** – are relatively continuous and exceeds a duration of three (3) months and less than eight (8) months (e.g. sidewalk reconstruction)

3. **Short Term Work Assignments** – are relatively continuous and do not exceed a duration of three (3) months (e.g. pavement sweeping for winter clean-up) and/or relatively non-continuous and may re-occur throughout the year (e.g. winter play structure inspection – once per month for 2-3 days from November to April) and/or coverage for vacations, short term illnesses, training, and backfill for employee on temporary work assignment.

4. Any new assignments that fit the description of Permanent work Assignments or Temporary Work Assignment shall be added to the lists of Appendix A and B. The employer reserves the right to amend these lists.

A **Notice of Vacancy** will be posted city-wide for all permanent position vacancies and all temporary positions exceeding three months for positions identified on Schedule A under the Job Class column.

**Employees Progression through Grid**

Employees hired at the Operator 1 level will progress through the grid January 1st of each year.

**Temporary Transfer from Arenas to Public Works and Public Works to Arenas**

Employees on temporary transfer from Arenas to Public Works Division or Public Works to Arenas will maintain the employees current rate of pay.

This Agreement will remain in effect until December 31, 2019. The Parties agree that the content of this agreement will be tabled at the next round of collective bargaining.

Resigned this 30th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

For the Corporation of the City of Peterborough
Originally Signed September 6th, 2002.
Addendum “A”

This list represents the anticipated temporary work assignments.

Temporary Work Assignments – Summer

<table>
<thead>
<tr>
<th>Work Assignment</th>
<th>No. of Vacancies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Repair</td>
<td>2 Operators</td>
</tr>
<tr>
<td>Backhoe (rental)</td>
<td>1 Operator</td>
</tr>
<tr>
<td>Sidewalks</td>
<td>3 Operators</td>
</tr>
<tr>
<td>Arboriculture</td>
<td>1 Operator</td>
</tr>
<tr>
<td>Horticulture</td>
<td>1 Operator</td>
</tr>
<tr>
<td>Weed Control</td>
<td>2 Operators</td>
</tr>
<tr>
<td>Green Waste</td>
<td>3 Operators</td>
</tr>
<tr>
<td>Parks</td>
<td>1 Weekend Operator</td>
</tr>
<tr>
<td></td>
<td>1 Parks Garbage - Operator</td>
</tr>
<tr>
<td></td>
<td>3 Grass Cutting – Operators*</td>
</tr>
<tr>
<td></td>
<td>1 Parks Maintenance Facility – Operator</td>
</tr>
<tr>
<td></td>
<td>1 Parks Maintenance Grounds - Operator</td>
</tr>
<tr>
<td></td>
<td>1 Ball Diamonds – Operator *</td>
</tr>
</tbody>
</table>

*Shift does not include summer hours

Nights 1 Operator

Unit 140

Temporary Work Assignments – Winter

<table>
<thead>
<tr>
<th>Work Assignment</th>
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<tbody>
<tr>
<td>Nights</td>
<td>4 Operators</td>
</tr>
<tr>
<td>Unit 701</td>
<td>1 Operator</td>
</tr>
<tr>
<td>Unit 702</td>
<td>1 Operator</td>
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<tr>
<td>Unit 516</td>
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<tr>
<td>Unit 517</td>
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<tr>
<td>Sidewalk Plows</td>
<td>6 Operators</td>
</tr>
<tr>
<td>Afternoons</td>
<td>5 Operators</td>
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**Addendum “B”**

List of anticipated Permanent Work Assignments.

<table>
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<th>Permanent Work Assignment</th>
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<td>Unit 505</td>
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<td>Unit 514</td>
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<td>Unit 518</td>
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<td>Unit 446</td>
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<td>Yard</td>
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<td>Solid Waste Collection</td>
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<tr>
<td>Weekends</td>
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<tr>
<td>Nights</td>
</tr>
</tbody>
</table>
Appendix D – Policy Related to Short-Term Work Assignments in Public Works

Policy Related To CUPE 504 Short-Term Work Assignments Within The Public Works Division

1. **Short Term Work Assignment Definition** – are relatively continuous and do not exceed a duration of three (3) months, (e.g. pavement sweeping for winter clean-up), and/or relatively non-continuous and may re-occur throughout the year, (e.g. Winter play structure inspection – once per month for 2-3 days from November to April) and/or provide coverage for vacations, short term illnesses, training, and backfill for employee on temporary work assignment.

2. Senior qualified employees will be given preferred Short-term Work Assignments wherever staffing levels and work tasks make it possible.

3. A Dispute Mechanism will be put in place. Disputes that arise will be resolved within three (3) working days according to the following steps:

   **Step 1:** Shop Steward/Designate and Supervisor will try to resolve the dispute.

   **Step 2:** If the dispute has not been resolved by Step 1, the Shop Steward/Designate and the Public Works Manager/Designate will try to resolve the dispute.

   **Step 3:** If the dispute has not been resolved by Step 2, the Shop Steward/Designate and the Human Resources Division Head/Designate will try to resolve the dispute. If the dispute has not been resolved, the Human Resources Division Head/Designate will have the final and binding authority to resolve dispute.

4. This policy shall not be amended or cancelled unless by mutual agreement between the two parties, and shall remain in effect until December 31, 2019.

Resigned this 20th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

For the Corporation of the City Of Peterborough

Collective Agreement - C.U.P.E. Local 504
Appendix E – Letter of Trial Agreement Memorial Centre

Letter of Trial Agreement

between

The Corporation of the City of Peterborough

and

The Canadian Union of Public Employees and its Local 504

The parties recognize that the Memorial Centre is a unique facility, separate and apart from the Arenas Division, and as such it is desirable to clarify working conditions specific to the Memorial Centre, as follows:

(a) The basic work week for employees in the Memorial Centre consists of forty (40) hours per week, worked in rotating shifts.

(b) There shall be three, eight hour shifts in each twenty-four (24) hour period, seven days per week. Each operator shall receive two (2) consecutive days off in each seven (7) day period.

(c) Employees shall receive two (2), ten (10) minute paid breaks per shift. There shall be one (1), twenty (20) minute paid meal break per shift.

(d) No employee will be required to work on Christmas Day, or after 4 p.m. on Christmas Eve, without the employees consent.

(e) Employees shall be required to work on New Year’s Day when a tickets-sold event or building rental, minimum four hours, is scheduled. The Employer will attempt to rotate employees required to work on New Years Day.

(f) Schedules outlining work shifts for each employee shall be posted one (1) month in advance throughout the year, subject to revision by the Employer, with two (2) weeks notice. Such schedules shall not be altered with less than two (2) weeks notice, without the consent of the employee concerned. Each employee will be scheduled in such a manner as to guarantee two (2) weekends off in every four (4) weekends.

(g) No employee will be required to work a split shift and shall not be rescheduled from nights to days during any shift.

(h) Part time employees who are excluded from the scope of this Collective Agreement, shall not work unless a full time employee is present.

(i) Part-time employees shall not average more than twenty-four (24) hours
per week in each quarter (thirteen (13) week period). Commencing January 1st, for each quarter the Employer will calculate the total hours and average hours for each part-time employee and provide a copy of such to the Union.

(j) The engaging of employees for less than twenty-four (24) hours per week in the Memorial Centre, who are excluded from this Collective Agreement, will not result in the reduction of full-time Memorial Centre employees in CUPE 504.

(k) Should it be necessary to reduce the complement of full-time 504 employees at the Memorial Centre on a seasonal basis, these employees will be considered for transfer to seasonal vacancies in other divisions prior to the hiring of additional employees from outside the corporation.

This Agreement will remain in effect until December 31, 2019. The Parties agree that the content of this agreement will be tabled at the next round of collective bargaining.

Resigned this 20th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

For the Corporation of the City of Peterborough

Originally signed February 11, 2005.
Appendix F – Grass Cutting

Letter of Understanding

between

The Corporation of the City of Peterborough

and

The Canadian Union of Public Employees and its Local 504

The parties agree to the following:

1. The seven employees assigned on a regular basis to grass cutting shall be offered overtime for grass cutting by seniority prior to all other employees.

Resigned this 20th day of April 2016, at the City of Peterborough.

For the Canadian Union of Public Employees Local 504

For the Corporation of the City of Peterborough

Originally signed April 30, 2013
Alphabetical Index

A
Arbitration .................................................................39
Arboriculture Program .................................................9
Arenas - Part Time Employees – Work Schedule .................15
Arenas Division – Work Schedule .....................................14

B
Benefits .......................................................................35
Benefits - Change of Carrier ..........................................37
Benefits for Retirees ....................................................37
Benefits While on Long Term Disability .........................34
Benefits While on Short Term Disability .........................32
Body Persons – Work Schedule .......................................12

C
Call In .........................................................................23
Certificate of Illness .....................................................32
Compassionate Leave ...................................................26

E
Educational Leave ........................................................26
Employee Rights ...........................................................6
Environmental Protection Division – Work Schedule .......12
Expression of Interest Public Works - Appendix C ............52

G
Grass Cutting - Appendix F ..........................................62
Grievance Procedure ....................................................37

H
Holidays - Scheduled to Work .......................................23

I
Immediate Family Illness .............................................33

J
Job Security .................................................................4
Job Security, Promotions and Transfers .........................19
Joint Union-Management Rights and Responsibilities ......2
Jury Duty .....................................................................27

L
Labour - Management Committee ....................................2
Layoff and Recall .......................................................6
Leave of Absence .........................................................25
Long Term Disability ....................................................34

M
Maintenance of DZ License and Endorsement ..............31
Management Rights ....................................................1
Mechanics and Vehicle Service Person Work Schedule ...11
Memorial Centre Employees - Appendix B .....................50
Merger and Amalgamation Protection ..........................4
Minimum Call Back ...................................................22
Modified Work Program - Appendix A ..........................49

N
Negotiating Committee ................................................3
New Job Classifications ................................................41

O
OMERS Pension ........................................................37
Overtime ....................................................................21
Overtime – No Layoff .................................................22
Overtime and Banking ................................................21

P
Paid Holidays .............................................................22
Paramedical Benefits ..................................................36
Personal Days ............................................................28
Personal Leave ............................................................26
Peterborough Sport and Wellness Centre – Work Schedule...
Policy Grievance ........................................................39
Pregnancy, Adoptive and Parental Leave .......................27
PW Day Shift ..............................................................6
PW Meal and Rest Breaks - Weekend Shifts ....................8
PW Night Shift ............................................................6
PW Summer Schedule ..................................................7
PW Weekend Shift ......................................................7
PW Weekend Shift Rates .............................................8
PW Working Schedule ................................................6

R
Rate of Pay for Temporary Assignments .....................42
Rates of Pay for Transferring Employees .......................19

S
Schedule A ...................................................................45
Scope ..........................................................................1
Security .......................................................................3
Seniority .....................................................................4
Seniority Dates – Breaking Ties ....................................5
Seniority for Local 126 and 1833 .................................5
Seniority, Vacation Entitlement and Job Security While on
Disability .................................................................34

Collective Agreement - C.U.P.E. Local 504