

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 126

(hereinafter called "The Union")

OF THE SECOND PART

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PREAMBLE

WHEREAS, in the interest of the efficient conduct and administration of the Employer's affairs, it is desirable and necessary that there shall remain harmonious relations between the City Council, the City Administrator, the Directors and City employees; fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of office and promotion within the service.

This Collective Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Employer and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions, which may arise from time to time.

NOW THEREFORE, the Employer and the Union hereby covenant and agree as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

1.1 Employer recognizes The Canadian Union of Public Employees and its Local 126, as the exclusive bargaining agency for all of the employees of the Employer, save and except:

- (a) Directors and managers,
- (b) Employees working in a confidential capacity related to Labour Relations,
- (c) Persons employed during the summer school vacation period,
- (d) Persons for whom any other trade Union holds bargaining rights including, without limiting the generality of the foregoing, any other Local of the Canadian Union of Public Employees.

1.2 Definitions

- a) Permanent Employee
A permanent employee is one appointed to a position in the full-time or regular part-time staff complement upon satisfactory completion of the probation period set out in this agreement.
- b) Probationary Employee
A probationary employee is one who has not yet completed a probation period of six (6) months, but who will be appointed to the permanent staff upon successful completion of probation period.

- c) Temporary Employee
See Article 25.

ARTICLE 2 - UNION SECURITY

- 2.1 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.
- 2.2 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.
- 2.3 Every new employee shall serve a probationary period of six (6) months and on completion of said six (6) months, seniority shall date from the day on which the employee commenced employment. During the probationary period, the employee will be covered by the provisions of this Collective Agreement, except Article 10- Posting and Filling of Vacancies and Article 22- Layoff and Recall. The employment of a probationary employee may be terminated by the Employer, for any reason not contrary to law, and there shall be no recourse to the grievance and arbitration provisions of this Collective Agreement.
- 2.4 The Union Secretary shall be advised in writing by the Employer within five (5) working days of all appointments as covered by this Collective Agreement, the salary to be paid, and the probable length of such employment.
- 2.5 The Division Head, Human Resources shall advise in writing the Union's Secretary of all decisions dealing with wage adjustments, reclassifications and changes in anniversary dates of all employees concerned in this Collective Agreement within one (1) week of the Director's decision.
- 2.6 A new employee will have the opportunity to meet with a representative of the Union for a period 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 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 The Union recognizes the right of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Collective Agreement are not used, and provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 7 of this Collective Agreement.

3.2 The Union further recognizes the legal right of the Employer to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Employer. The Employer also has the right, and the Union recognizes it, to make and alter from time to time the rules and regulations to be observed by the employees, such rules and regulations shall not be contrary to the provisions of this Collective Agreement.

3.3 Rights Not Specifically Mentioned

Any rights of the Employer or the Union which are not specifically mentioned in this Collective Agreement and which are not contrary to its intention shall continue in full force and effect for the duration of this Collective Agreement.

3.4 Resolutions and Reports of The Employer

Any report or recommendations to be presented in open Council sessions, dealing with matters pertaining to the Collective Agreement shall be communicated by the Employer to the Union two weeks prior to the presentation.

ARTICLE 4 - UNION AND EMPLOYER RESPONSIBILITY

4.1 All employees agree to give their best efforts at all times to the performance of their work, and will not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances, but will carry on with their work while any grievance is being investigated. Directors will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.

4.2 Adverse or Disciplinary Reports

Any adverse or disciplinary reports will be removed from an employee's personnel file after twenty-four (24) months from the date of the incident and shall not be used in any future discipline.

ARTICLE 5 - JOINT UNION-MANAGEMENT RIGHTS AND RESPONSIBILITIES

5.1 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.

5.2 Respect and Dignity

All employees of the City of Peterborough, whether full or part-time, casual or students, are expected to perform their duties with integrity, honesty and impartiality and to conduct themselves at all times in a manner that recognizes the dignity and respects the rights of others. All employees are expected to be professional and polite in all communications with every member of the public as well as those persons with whom they work.

ARTICLE 6 - REPRESENTATION

6.1 Union Negotiating Committee

The Employer and representatives of the Union Negotiating Committee shall meet at the request of either party to consider any matter of mutual interest.

6.2 The actual number of members of the Union Negotiating Committee shall be mutually agreed upon between the Employer and the Union, but in no case shall the number representing the Union exceed five (5). Any Employee serving on the Union Negotiating Committee shall be paid for normal working hours, or seven (7) hours, whichever is greater, as required to meet with the Employer. Time outside the normal working hours shall not be paid. For clarity, for hours spent meeting with the Employer outside of normal working hours, full-time employees, whose normal working hours are less than seven (7) hours, shall receive time off in lieu at straight time for the difference between their normal working hours and seven (7) hours.

6.3 All executive members of the Union or any person serving on any committee for the Union shall be paid for such hours as are required to meet with the Employer. Part-time employees who are required to meet with the Employer, at times when they are not scheduled to work, shall be paid their regular hourly rate

for all hours spent with the Employer. Service and seniority shall accrue for hours paid. Full-time employees, who are required to meet with the Employer, at a time when they are not scheduled to work, shall receive time in lieu at straight time for all hours spent with the Employer.

6.4 Labour Management Committee

- (1) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed; Labour Management Committee meetings will be convened on a monthly basis unless the parties mutually agree to a different meeting schedule. These matters may include issues relating to improving services, promoting wellness and working conditions, and sharing of information that affects both the Employer and the Union.
- (2) Each party will appoint up to five (5) representatives. At least one representative of the Employer's committee will represent the Human Resources Division.
- (3) 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.
- (4) The Labour Management Committee may make recommendations to their respective principles but is not empowered to introduce or veto policies of the Employer.
- (5) Any representative(s) attending such meetings during their regularly scheduled hours of work will not lose regular earnings as a result of such attendance.
- (6) The Labour Management Committee will develop a mutually agreed upon terms of reference which will guide the management of committee meetings.

6.5 Amalgamation or Merger of CUPE Local(s)

In the event of an amalgamation or merger of the Union with one (1) or more other Locals of the Canadian Union of Public Employees, the participation of employees of other Employers in negotiations and/or the processing of grievances will be a matter for discussion and agreement between the parties.

6.6 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.

6.7 Employee Assistance Program

A Joint Labour-Management Committee known as the Employee Assistance Program shall exist to offer assistance on a confidential basis to employees who wish to resolve personal, social, or health problems which may affect work performance.

6.8 Occupational Health & Safety Committee

The Employer shall maintain an Occupational Health & Safety Committee and C.U.P.E. Local 126 shall have representation on same. A copy of the minutes of all meetings shall be forwarded to the President of the Local.

6.9 Access To Union Representative

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.

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

A Union representative 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.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

For the purposes of this Collective Agreement, a grievance is defined as a violation of an article or provision of the Collective Agreement, related to the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable.

7.2 Union Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee, which will consist of the President and/or designate and the griever. The Committee may assist any employee(s) which the Union represents in preparing and presenting a grievance.

7.3 Working Days

For the purposes of this Article, the term "working days" excludes Saturdays, Sundays and paid holidays.

7.4 Any complaints or grievances shall be dealt with in detail in the following manner.

Step 1

Within five (5) days of any incident giving rise to a complaint or grievance, the aggrieved employee(s) shall discuss the grievance with his/her immediate supervisor or manager in an effort to resolve the complaint. The employee may be accompanied, if so requested, by a 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 Director. The Director 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 Director, to the Division Head, Human Resources and/or designate, who shall hold a meeting with the Grievance Committee within ten (10) working days after submission of the grievance to the Division Head, Human Resources. 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 8, 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.

7.5 It is understood and agreed that the term "and/or designate" in Step 3 of the grievance procedure, shall exclude the person or persons that dealt with the grievance in Step 2.

7.6 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 the grievance to arbitration in accordance with Article 8, so long as written notice of such referral is provided to the other party within ten (10) working days after the above-mentioned meeting.

7.7 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 8.

7.8 It is agreed that the time limits outlined in this Article and Article 8 may be extended by mutual agreement of the parties in writing.

ARTICLE 8 - ARBITRATION

8.1 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 person who shall be the Chairperson.

8.2 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.

8.3 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.

8.4 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 to alter, modify or amend any of its provisions.

8.5 Disagreement of 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.

8.6 Expenses of Board

Each party shall pay the fees and expenses of the nominee it appoints to the Arbitration Board and one half ($\frac{1}{2}$) of the fees and expenses of the Chairperson.

8.7 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.

8.8 Sole Arbitrator

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

ARTICLE 9 - STRIKES AND LOCK-OUTS

- 9.1 In view of the orderly procedures set out in Articles 7 and 8 above for the final and amicable settlement of all grievances and disputes, the parties agree that there shall be no lock-outs ordered by the Employer, and there shall be no strike, sit-down or curtailment of work ordered, supported, encouraged or condoned by the Union or by any of its officers, representatives or agents for any reason whatsoever so long as this Collective Agreement remains in effect.

ARTICLE 10 - POSTING AND FILLING OF VACANCIES

- 10.1 (a) A vacancy shall be defined as a position that the Employer intends to staff.
- (b) Temporary Vacancy shall be defined as a vacancy the Employer intends to staff, and is caused by an employee's absence where the absent employee is expected to return from an absence due to illness, injury (compensable/non-compensable), vacation, lieu time, leave of absence, suspension, or temporary job.
- (c) Temporary job shall be defined as a vacancy created to supplement existing staff. A temporary job shall have a term of between six and twelve months. If the temporary job is required beyond the original term, it shall be reposted, except as provided for in 10.1(d).
- (d) Notwithstanding 10.1(c) above, if the Employer is aware that a temporary job is expected to exceed twelve (12) months, the Employer may request a longer term with a designated end date to be agreed upon by the Union in advance of the posting. If the temporary job is filled for twenty-four (24) months within a thirty (30) month time frame, that job shall be posted permanently.
- (e) Home position shall be defined as a position in the full or regular part-time complement, from which a permanent employee's entitlements flow upon completion of a probationary period.

10.2 Posting of Vacancies

Notice of a vacancy described in Article 10.1 shall be posted on designated bulletin boards, within ten (10) working days, in all departments and divisions for a minimum period of five (5) working days.

However, if a vacancy occurs in a job that was posted within the last four (4) months, the Employer will have the option of either posting the job again or selecting from the candidates from the previous posting.

The notice shall set out the description and expected duration of the job, with a copy supplied to the Union on or before the date of posting. Late applications for available postings will be accepted from employees who are absent from the workplace on vacation or approved leave for the duration of the posting period, up to the date of interviews being scheduled. Employees who fail to apply during the posting period will be considered in the same priority as external applicants.

10.3 Evaluation of Applicants

- (a) In evaluating applicants for a vacancy, the Employer shall consider education, experience, ability, knowledge, skill, and length of service with the Employer. The Employer and Union further agree that, in the event of any grievance or arbitration concerning the meaning or interpretation of Article 10.3 (a) that, such grievance or arbitration shall be resolved in accordance with the above language.
- (b) Where, in the judgment of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in Article 10.3 (a) are relatively equal to the extent that such factors are relevant to the job, the most senior candidate shall be awarded the position.
- (c) The Employer recognizes that an employee's length of service can enhance suitability for job opportunities within the organization.

10.4 Priority in Filling Vacancies

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

- Permanent full time and regular part time employees in C.U.P.E. Local 126;
- Temporary employees in CUPE 126 who are currently in a position into which they have posted;
- Temporary employees in CUPE 126 who are currently in a position into which they have been appointed;
- Permanent employees in C.U.P.E. Local 504 and Local 1833;
- Any other employees in the organization; and
- Any other applicants.

10.5 Trial Period

A permanent employee who fills a permanent vacancy pursuant to this Article shall have a trial in the new job for four (4) months. If, within such 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 the 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 position.

10.6 Temporary Assignments of Permanent Employees

All permanent employees that fill a temporary job or temporary vacancy shall maintain the right to return to their home position regardless of the length of the temporary assignment. A permanent employee, hired for a temporary job or temporary vacancy shall remain in the job or vacancy for the designated term.

Where a temporary assignment is filled by a permanent employee, the employee shall receive at least the year 1 rate for the job, and at the end of the assignment, the employee shall return to their home position. During the temporary assignment, such 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 until the completion of the temporary assignment.

10.7 Explanation in Writing

When an employee is interviewed for a position and is unsuccessful in obtaining the position, the employee shall be provided with the reasons in writing, if requested by the employee.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

Seniority is defined as length of service in the bargaining unit and shall operate on a bargaining-unit-wide basis. Seniority shall apply to full-time permanent and regular part-time employees only. Should a temporary employee be hired as a permanent employee, without an interruption in service, the employee shall be credited with seniority from the most recent date of temporary hire and his or her seniority date shall be determined accordingly.

11.2 Breaking Seniority Date Ties

- (a) In order to determine seniority in the case of a tie, the seniority priority 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.
- (b) Where a tie results from an employee transferring into the bargaining unit the earlier seniority date shall be awarded to the current Local 126 member.

11.3 Seniority Lists

Separate seniority lists are maintained for full and regular part-time employees. Full time seniority reflects seniority date in the bargaining unit, while regular part-time seniority is calculated in hours. Employees moving from full-time to part-time or vice versa will have their seniority calculated accordingly. The list shall be revised semi-annually, or more often if requested by the Union, with a copy to the Union and posted on bulletin boards.

11.4 Loss of Seniority

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 the absence.
- (e) an employee is absent for a period longer than twenty-four (24) months in a non-union position, with the Employer.
- (f) the employee, having been laid off and given notice of recall, fails to notify the Employer in accordance with Article 22.9.

11.5 Transfer and Seniority Outside the Bargaining Unit

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent.
- (b) If an employee accepts a transfer to a permanent position, outside the bargaining unit, the employee shall have the right to return to his/her position in the bargaining unit during a trial period, to a maximum of four (4) months. If the employee returns to the bargaining unit during this time, he/she shall retain seniority accumulated up to the date of leaving the bargaining unit. However, seniority shall be adjusted for the period of time the employee is outside the bargaining unit.
- (c) An employee may accept a temporary non-union assignment of up to twenty-four (24) months in a thirty-six (36) month period without losing their seniority in the bargaining unit. Upon return to the bargaining unit, the employee's seniority date will be adjusted by the number of weeks

the employee is in the excluded position. During this period of leave, the employee will continue to pay union dues based on the rate of pay in the new position. The Employer will continue the practice of posting non-union positions for consideration of all employees in the Corporation. However, neither such postings nor the selection of the candidate shall be grievable by the Union or its members.

During the period of leave, if the position is replaced with an employee who does not have entitlements to full-time benefits, said employee shall be immediately entitled to said benefits (ie. No eligibility wait period) as provided to all permanent full-time employees within the Collective Agreement.

11.6 Continuance of Seniority

Seniority shall continue to accumulate during:

- (a) periods of authorized leave of absence;
- (b) service in the Canadian Armed Forces to the extent required by laws of the Government of Canada;
- (c) lay-off or temporary cessation of employment due to causes beyond the control of the employee or of the City but if such cessation of employment extends beyond a period of three (3) months, seniority shall not be accumulated.

11.7 Seniority of Local 504 and Local 1833

Employees covered under the Collective Agreement between the Employer and C.U.P.E. Local 504 or C.U.P.E. Local 1833, entering into this Collective Agreement through the job posting provisions outlined in Article 10.4 shall upon completion of the trial period, be credited with full seniority and service previously earned under the C.U.P.E. Local 504 or C.U.P.E. 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 12 - SICK LEAVE PROVISIONS

12.1 Sick leave provisions include both short-term and long term disability plans.

12.2 Short Term Disability

The Employer will provide and maintain a short term disability plan for all permanent, fulltime employees as outlined herein. An employee who is disabled and unable to work as a result of quarantine due to exposure to a contagious disease, illness or injury, not compensable under the Workplace Safety and Insurance Act, shall be entitled to salary continuance from the first day of disability and continuing for up to seventeen (17) weeks, or until the employees is declared medically fit to return to work, resigns or retires, whichever first occurs.

(a) Annual 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:

Length of Service from date of Permanent Hire	100% of Salary	75% of Salary
less than three months	no coverage	no coverage
3 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
over 9 years	17 weeks	0 weeks

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 Council. Other definitions are clarified in the sick leave By-law (#1988-252).

(b) Should an employee be ill for an extended period on one (1) or more occasions in a calendar year such that the employee exhausts his/her short term protection at 100% salary, coverage for new illnesses will be available for seventeen (17) weeks at 75% of salary.

Note: If an employee stops being totally disabled while satisfying the seventeen (17) week, Long Term Disability qualifying period, and within thirty days becomes totally disabled again from the same or related

causes, the disability is considered to be a continuation of the previous disability.

(c) Immediate Family Illness

In the case of illness of a member of an employee's immediate family, residing in the employee's home, where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, subject to the approval of the Division Head, Human Resources, the employee may 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.

(d) Appointments

- i) All appointments related to medical or dental or other health related treatments, must be scheduled during non-work hours, where possible.
- ii) Where a required medical procedure or test must be scheduled during working hours, the time needed for such procedures shall be considered as sick leave.
- iii) Where it is not possible to schedule such appointments outside of work time, the employee shall advise his/her supervisor/manager of the need for a leave of absence, without pay, to attend such appointment. Alternatively, the employee may request to schedule his hours of work for the remainder of the pay period in order to make up the time missed, or request that vacation or banked time be used to cover the absence. Any such arrangements should be confirmed at the time the leave of absence is requested.
- iv) Employees may make up time for physicians and dental appointments between the hours of 7:30 a.m. and 5:30 p.m., when necessary, with the approval of the supervisor.

(e) Benefits While on Short Term Disability

The benefits recited in Article 13 shall remain in effect when an employee is a recipient of short-term benefits pursuant to the Plan.

(f) Notification of Absence

An employee absent from work due to illness or health related treatment is required to notify the manager or designate as soon as possible, prior to the commencement of the shift to advise the manager or designate that s/he is unable to perform his/her duties due to illness and indicate the probable date of return.

(g) Certificate of Illness

Employees, may be requested to furnish a certificate of qualification, paid for by the employer, from a duly recognized medical practitioner verifying that the employee is medically unable to perform his/her duties and indicating the probable duration of the illness/injury, in order to substantiate the disability and payment of wages for such absent time. Should the employee fail to comply, wages will not be paid.

Depending on the disability, medical certificates will be accepted from the following Medical Practitioners; physicians, psychologists, chiropractors, physiotherapists, dentists, nurse practitioners and midwives.

(h) 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.

12.3 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. (Refer to the Master Long Term Disability Insurance Contract for further details regarding All Source Maximum for Monthly Disability Benefit and Payment of Monthly Disability Benefit.)

(b) In order to be eligible for long term disability benefits, an employee must have a medically determinable physical or mental impairment due to non compensable illness or disease, that prevents him/her from performing the regular duties of the job in which he participated immediately preceding the disability. Benefits for eligible disabilities shall be payable after a waiting period of seventeen (17) weeks, subject to the terms and conditions of the Master Long Term Disability insurance contract.

(c) If an employee returns to work from long term disability and within six (6) months of his/her return to work becomes totally disabled again from the same or a related cause, the disability and entitlement to Long Term

disability benefits shall be considered to be a continuation of the previous disability.

It is understood that the terms and conditions of the long term disability policy are not subject to the grievance provisions of this agreement.

(d) Benefits while on Long Term Disability

The Employer shall pay and keep in force one hundred (100) percent of the cost of 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.

(e) 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; and
- ii) a position will be held available for an employee which necessitates continuous absence from employment in accordance with applicable legislation.

12.4 Workplace Safety and Insurance Act

An employee who is unable to work as a result of an illness or injury covered under the Workplace Safety and Insurance Act and its regulations 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 13.1 for the total period of absence.

If the claim is denied by WSIB, the employee shall reimburse the Employer for any overpayment that may have occurred, with the repayment schedule to be agreed between the Employer and the employee.

ARTICLE 13 - HEALTH BENEFITS- FULLTIME EMPLOYEES

13.1 The Employer will pay the total costs of the following benefit plans for all full-time 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 a recall at nine (9) months for those individuals over twelve (12) years of age.

Orthodontic Coverage and Major Dental Work (including but not limited to crowns/implants/dentures and/or bridgework), each subject to a fifty percent (50%) co-insurance with a lifetime maximum benefit of \$2500 per insured.

- (f) Vision family coverage to \$450 every 24 months.
Effective Jan 1, 2014: \$475 every 24 months
Effective Jan 1, 2015: \$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 \$450.00 (Jan 1, 2014: \$475; Jan 1, 2015: \$500) after 24 months and from that point forward.

In addition, the family coverage shall include payment of eye examinations to a maximum of \$100.00 every 24 months.

- (g) Out-of-province deluxe travel coverage.
- (h) Hearing Aids: Lifetime maximum of \$500. Benefit is available to employee only.

13.2 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

13.3 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.

13.4 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) per cent of each 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.

13.5 Change of Benefits/Carrier

The benefits outlined in Articles 13.1 and 13.2 shall not be reduced from the current level without the approval of the Local.

13.6 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.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Vacation must be taken prior to any planned leave of absence excepting jury and union leave. If the employee is unable to use his/her vacation prior to the commencement of the leave, subject to the approval of Human Resources Division Head, the employee may carry forward the unused vacation. If approval for carryover is not given, the Employer shall payout any unused vacation at year end.

14.2 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, same sex partner, father, mother or children, eight (8) calendar days.
- (b) Employee's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents/in-law, grandchildren, four (4) calendar days.
- (c) Aunts/in-law and uncles/in-law, niece/in-law and nephew/in-law, one (1) day (being the day of the funeral).

14.3 Under exceptional circumstances leave may be granted or extended, with the approval of the Division Head, Human Resources. However, a leave with pay, of two (2) days or less may be approved by the Manager. 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.

14.4 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.

14.5 Compassionate leave granted under Article 14.2 (a) or 14.2 (b) shall supersede vacation.

14.6 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, and
 - 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 the greater of up to eighteen (18) weeks without pay or the duration set forth in the Employment Standards Act as amended from time to time, provided the conditions of (a) 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) For clarity, for leave under a) and/or b) above, seniority for part-time employees shall be based on an average of the previous twenty-six (26) weeks prior to the requested leave.
 - (d) During such leave, the employee's benefits, excluding OMERS and Long-Term Disability, shall be continued by the Employer. If the employee wishes to continue to receive the benefits of OMERS and Long-Term Disability coverage, the employee must assume the associated costs and apply for such benefits prior to commencement of the leave.

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

- (e) 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.

14.7 Union Conventions

Leave of absence, without pay or loss of seniority, shall be granted by the Employer for three (3) representatives of the Union to attend the annual convention of the Union, providing that application is made to the Employer one (1) month before the date of such convention, and the number of days included in such leave of absence will be decided by the Employer, dependent upon the duration of the convention and the time deemed necessary to travel conveniently to and from the convention city.

Reasonable leave of absence without pay or loss of seniority will be granted for officers elected to the National or Divisional Executive Board to attend Board meetings.

14.8 Jury Duty

If an employee (other than a temporary employee) is called for Jury Duty and serves as a member of a Jury or is subpoenaed as a witness in a work-related court proceedings, then the Employer will make up the difference between the Jury Duty pay received and the employee's earnings for regular hours absent from work as a result of serving on the Jury or as a witness.

14.9 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 to work.

14.10 Personal Leave

An employee may request a personal leave of absence of up to five (5) days per year, without pay, with the approval of the Division Head, Human Resources. Such approval is subject to the department's ability to meet operational needs and provided that all vacation time has been scheduled and approved.

14.11 Personal Day

- (a) Each full-time employee with less than five (5) years service as of January 1 shall be granted one (1) seven (7) hour paid personal day per year. Each full-time employee with five (5) years or more service as of January 1 shall be granted two (2) seven (7) hour paid personal days per year.

- (b) Each part-time employee with less than five (5) years of services (9,100 hours) as of January 1 shall be granted one-half (1/2) seven (7) hour paid personal day per year. Each part-time employee with five (5) years or more (9,100 hours or more) service as of January 1 shall be granted one (1) seven (7) hour paid personal day per year.
- (c) It is agreed that if a permanent part-time employee fills a temporary full-time vacancy, which is expected to exceed twelve (12) continuous months, they shall be provided the above entitlement for personal days as provided above for full-time employees.
- (d) Job share employees shall share the personal day(s) in each year, with each receiving one-half (1/2) or one (1) day as the case may be based on their years of service.
- (e) Such personal days may be utilized in either full-day or half-day blocks, with the approval of the manager or designate.
- (f) Personal days shall be taken in the year in which they are granted and shall not be carried over.
- (g) Personal days may be used during the Christmas closure of City Hall offices provided the request is received by the November 1 deadline.
- (h) Part-time to Full-time Status

When a part-time employee moves to a full-time position, their revised seniority date (based on one year for every 1820 hours worked) is used for their annual entitlement to Personal Day(s).

14.12 Personal Development Leave

An employee may request a personal leave of up to twelve (12) months without pay, with the approval of the Human Resources Division Head.

ARTICLE 15 - PAID HOLIDAYS

15.1 The following days are recognized as paid holidays, and all employees shall be given time off, with pay, for these days:

New Year's Day	Good Friday	Easter Monday
Victoria Day	Dominion Day	Civic Holiday
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	Family Day

and on any other day proclaimed as a public holiday by the Mayor or Council of the City of Peterborough. There shall be an additional one-half (1/2) day paid holiday to be taken the last working day prior to Christmas.

- 15.2 Where any of the above-noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, all employees shall be granted a day off with pay on either the preceding Friday or the following Monday as determined by the Employer.

ARTICLE 16 - VACATION

- 16.1 Full time, permanent employees shall be allowed paid vacation in accordance with this Article, provided that such vacation allowance for any calendar year shall be prorated to exclude absence due to:

- (a) long term disability or,
- (b) Workplace Safety and Insurance Board or unpaid leave of absence in excess of twenty (20) consecutive working days.
- (c) Part-time to Full-time Status

When a part-time employee moves to a full-time position, their revised seniority date (based on one year for every 1820 hours worked) is used for their annual entitlement to Vacation.

- 16.2 Vacation Entitlement

Every fulltime, permanent employee shall be entitled to an annual vacation, 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 calendar month of service, to a maximum of eight (8) 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 third (3rd) 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.

16.3 Pay in Lieu of Vacation

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

16.4 Vacation Carryover

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

16.5 Vacation Request Forms

Forms requesting vacations shall be made available to employees by March 15th, and every effort will be made to have the final vacation list completed by April 15th in each year.

16.6 Vacation Time Period

Vacation shall, wherever possible, be allowed to each employee during the period from April 15th to October 15th and seniority of employment shall govern the preference as to time of vacation. Vacation may be taken in blocks of one (1), two (2) or three (3) weeks. Restrictions on vacation period or minimum staffing levels will be outlined to employees on an annual basis prior to the development of the vacation schedule. The fourth (4th) and fifth (5th) weeks vacation are not necessarily four (4) or five (5) consecutive weeks unless approved by the Employer. Blocks of vacation for the first three weeks of entitlement shall take precedence over single vacation day requests. A block of

vacation for a job share employee shall be defined as seven (7) calendar days. Single day requests will be decided on the basis of seniority if necessary.

16.7 Vacation Pay Advances

To receive a pay advance for vacation, an employee shall make a request to the Director in writing three (3) weeks in advance. All vacation advances shall cover the pay period falling within the vacation period only.

16.8 Vacation Payout

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

ARTICLE 17 - WAGE RATES AND JOB CLASSIFICATIONS

17.1 Attached hereto, as Schedule "A", is a schedule of job classes and rates referred to as the "wage line". It is acknowledged that the schedule also sets out existing jobs and rates which may be above the wage line for the job class. These rates will cease to be applicable when Schedule A has been fully implemented.

17.2 Vacancies shall be filled at the rate of pay for the job class, on the wage line, with the individuals paid as follows:

- (a) if an employee is from the same or higher job class, the employee shall receive the rate for the job class, on the wage line, at the employee's year level;
- (b) if an employee is from the top pay level of a job, only one job class lower, the employee shall receive the year two rate for the job class
- (c) if an employee is from a job more than one job class lower, or a new employee, the employee shall receive the year one rate for the job class, on the wage line;

17.3 Where a job is reclassified as a result of job evaluation to a higher job class, the incumbent(s) shall receive the rate of pay for the new job class at the employee's existing year level

Any retroactive adjustment will reflect the employee's incremental increases during the period of adjustment, from the date of submission to the HR Division.

17.4 An employee who has accepted a transfer to another job, shall receive the rate of pay for the new job at the earlier of the date the employee actually assumes the new job, or the date which is three (3) weeks from the date upon which the

employee accepted the transfer.

- 17.5 The salary of an employee shall advance in accordance with Schedule "A" for the job, for every 1820 regular hours worked. The salary of an employee shall advance in accordance with Schedule "A" for the job, unless the Director considers that advancement is not warranted, in which case the employee shall be given reasons in writing and shall have the right of the Grievance Procedure. Incremental increases for employees shall be applied when due.
- 17.6 Each employee shall be paid by direct deposit on a biweekly basis, every second Thursday to a bank of their choice. Employees on staff on September 2, 1998, who have not yet elected to be paid by direct deposit shall be excluded from this provision unless they so elect at a later date.

ARTICLE 18 - STANDARD HOURS OF WORK AND OVERTIME

18.1 Standard Hours of Work

- (a) Except as provided below, the standard hours of work shall be thirty-five (35) hours per week consisting of five (5) seven (7) hour shifts from Monday to Friday inclusive.
- (b) The standard shift shall commence at 8:30 AM, with the exception of public works staff, children services employees, employees working in day care centres, program payment clerks, employees in the Wastewater Treatment Plant and transit office employees, who shall not commence before 7:00 AM nor finish later than 6:00 PM.
- (c) Each employee shall be entitled to either a thirty (30) or sixty (60) minute unpaid lunch period as mutually agreed between the employee and the employer, and a ten (10) minute rest period in both the first and second half of a standard shift.
- (d) There shall be no split shifts, except as proved in Article 18.10 below.
- (e) Employees whose regularly scheduled shift falls on a statutory holiday, shall be required to work that holiday.

18.2 Overtime

In this Collective Agreement, overtime shall be paid:

- (a) For all hours worked beyond seventy (70) hours, calculated bi-weekly.
- (b) For a regularly scheduled shift of seven (7) hours or greater, for all hours worked beyond the regularly scheduled shift.

- (c) For any time worked on a paid holiday, as provided in Article 15 during a regularly scheduled shift.

18.3 Voluntary Overtime

Overtime shall be on a voluntary basis and must be approved by the Employer prior to being worked.

18.4 Payment of Overtime

Overtime shall be compensated at a rate of time and one-half (1½).

18.5 Overtime on a Paid Holiday

In addition to Article 18.4, when an employee works on a paid holiday, the employee shall also be entitled to one (1) day's paid leave. For the purpose of this Article a day shall be considered seven (7) hours. In lieu of such paid leave, the employee may elect to be paid for such day at the employee's regular rate of pay. Any such paid leave shall be scheduled at a time mutually agreeable to the Employer and the employee, and may be accumulated in the same manner as in Article 18.6.

18.6 Banked Time

An employee shall have the option of accumulating overtime, rather than being paid for such time. Should the employee wish to bank their time, the employee shall advise their Supervisor within twenty-four (24) hours of the working of such overtime. Overtime shall be accumulated at the appropriate rate as defined by the Collective Agreement, and may be taken as paid leave, at any time mutually agreeable to the Employer and employee. It is recognized that employees utilizing vacation will receive preference over employees utilizing banked time in the scheduling of time off. Banked time shall not exceed seventy (70) hours at any time. Banked time, including time accumulated under Article 18.5, which is not utilized or scheduled as of November 1st, to be utilized by December 31 of that year, shall be paid out, or the employee shall have the option of requesting the carryover of thirty-five (35) hours to the following calendar year.

18.7 Sharing of Overtime

Overtime and call-back opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available.

18.8 Minimum Call-Back Time

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of two (2) hours at overtime rates unless the

call-in is immediately prior to their normal work day, in which case there should be no minimum.

18.9 No Layoff for Overtime

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

18.10 Alternative Hours of Work

- (a) The parties agree that some positions within a Division may require alternative work hours that differ from those outlined in Article 18.1 above.
- (b) The Parties agree that employees working at the Peterborough Sport and Wellness Centre, the Memorial Centre, the Museum, Art Gallery, employees classified as Employment Support Workers working as Outreach Workers, the Community Social Plan Facilitator, the Part-time cashier positions in the Transit Division and employees classified as Youth Recreationist(s) shall fall under this Article.
- (c) Alternative hours of work instituted by the Employer shall adhere to the following:
 - i. Alternative hours of work mean any hours of work scheduled between Sunday to Saturday between 5:00 AM and 11:00 PM;
 - ii. Full-time employees shall be scheduled for seventy (70) hours bi-weekly;
 - iii. Without incurring overtime, alternative hours of work may include shifts beyond seven (7) hours, but not exceeding twelve (12) hours in length;
 - iv. Split Shifts: Alternative hours of work may involve split shifts. Employees may be scheduled to work a split shift provided that there are not less than three (3) hours between each shift and the total hours worked is twelve (12) hours or less. The employer agrees to keep the use of split shifts to minimum required to meet operational requirements;
 - v. Schedules: Alternative hours of work shall be posted two (2) weeks in advance of a four (4) week schedule and shall only be changed with the agreement of the employee and the supervisor;
 - vi. Consecutive days off: All employees shall receive two consecutive days off each week;

- vii. Night Premium: All employees who work beyond 6:00 PM, shall be paid a night shift premium as follows:
 - Effective January 1, 2013: \$0.98 for all hours paid;
 - Effective January 1, 2014: \$1.00 for all hours paid;
 - Effective January 1, 2015: \$1.02 for all hours paid.

 - viii. Weekend Premium: All employees who work between 5:00 AM Saturday and 11:00 PM Sunday shall be paid a weekend shift premium in addition to any other applicable premium as follows:
 - Effective January 1, 2013: \$1.63 for all hours paid;
 - Effective January 1, 2014: \$1.66 for all hours paid;
 - Effective January 1, 2015: \$1.69 for all hours paid.

 - ix. Stand-by Pay: An employee assigned as stand-by, who may be required to carry a pager, shall be available for work when called or paged, and shall receive a minimum of three (3) hours pay at regular straight time for each period that they are assigned to stand-by. In the event the employee is called in to work, the employee shall receive a minimum of three (3) hours pay at the applicable overtime rate, but shall not receive any call-back pay under Article 18.8.
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- (d) For any new or vacant position, the hours of work shall be stated in the notice of vacancy.

 - (e) For an existing filled position whose hours of work change from the standard hours of work to alternative hours of work, employees shall be offered the position by seniority, in the event of a multi-incumbent position. If no employee within that multi-incumbent position elects to accept the change in hours, the Employer shall reassign the least senior employee into the alternative work hours position.

 - (f) An employee who is reassigned in accordance with Article 18.10 (e) may elect to be covered by the lay-off and recall provisions of the Collective Agreement.

 - (g) No full-time position will be eliminated as a result of duties being assigned to one or more part-time positions through a change to the standard hours of work.

ARTICLE 19- FLEXIBLE HOURS OF WORK

19.1 Flexible hours of work, or flextime, is a system designed to provide for the individual preferences and work habits of employees while at the same time ensuring the efficient operation of the Employer's service.

19.2 Implementation of Flextime

Flexible hours will be implemented on a basis which is acceptable to all employees who perform the same job within a Division.

19.3 Hours of Work, Weekly and Daily

(a) The normal weekly hours of work shall not be less than thirty-five (35) over a five (5) day period.

(b) Employees may work between the hours of 7:00 a.m. and 6:00 p.m.

(c) Employees may work to a maximum of nine (9) hours or a minimum of five (5) hours in a day, provided that no overtime is required as a result.

19.4 Calculation of Days Off

In calculating flextime hours, days off and holidays shall be counted as seven (7) hours.

19.5 Mutual Agreement

Any proposal for flexible hours must be reviewed with the employees' supervisor and Director, and shall be subject to mutual agreement by the Employer and the Union.

19.6 Grievances

It is agreed by the parties that any decisions reached under Article 19.5 shall not be subject to the Grievance and Arbitration procedure.

ARTICLE 20 - PRESENT PRACTICE

20.1 Lunchroom

The Employer agrees to provide lunchroom facilities for the use of members of C.U.P.E., Local 126 and other Employees.

20.2 Clothing Issue - Day Care Employees

Employees of the Day Care Centres shall receive one (1) laboratory type coat as required, to be replaced on the basis of need. The employee will be responsible for the cleaning and maintenance of issued garments.

Employees will respect clothing issue which may be identified as City of Peterborough issue, and it is understood and agreed such clothing will not be worn at times or in a manner which will discredit the Employer, subject to disciplinary action.

The clothing issue is for the sole use of the employee to whom it is issued and may not be sold, exchanged or given by the employee to any other person. Articles of clothing issue which becomes worn out or irreparably damaged in the service of the Employer will be replaced without charge with new articles upon presentation or surrender of the worn-out or damaged items.

20.3 Safety Boot/Shoe Allowance

Upon submission of acceptable receipt specifying the purchase of appropriate C.S.A. approved safety footwear, an allowance of up to three hundred (\$300) dollars, every two (2) years, will be paid to inspectors, survey crews and others when, by nature of their assignments, legislation requires the wearing of C.S.A.-approved safety footwear.

20.4 Shoulder Flashes

Where identifying shoulder flashes are supplied, they will be appropriately worn. No other identification will be affixed to clothing issue without prior approval of the Employer.

20.5 Mileage

When employees are required by the Corporation to use their own vehicles in the performance of their duties, they shall be reimbursed for all distance driven for Corporation business purposes at the rate as calculated in the Corporate Mileage Policy. Employees in the position of outside Building Inspector(s) or Plumbing Inspector(s) and Engineering and Construction Inspectors, shall be reimbursed at a rate one point two five (1.25) times the usual business rate for mileage within the City. The rate shall be increased or decreased four times per year, on January 1st, April 1st, July 1st and October 1st each year on the basis of the following formula:

Fifty (50) percent of the price per kilometre to be escalated, based on the increase in the price of regular unleaded gasoline as charged to the Employer by supply tender, at a rate of one (1) cent per kilometre for each three and one half

(3½) cents per litre increase. The other fifty (50) percent of the price per kilometre to be escalated based on the increase of the cost of living index published by Statistics Canada (Canada, all items) for the months of February, May, August and November.

Such employees will also be reimbursed for the cost of annual business insurance.

Claims for mileage generally will be paid monthly.

20.6 Assignment To Outlying Location

An employee who is assigned to a work location outside the City limits, whose initial offer of employment did not include such assignment, shall be reimbursed mileage for the distance from the City office to the outlying work location, or the employee's residence to the outlying location, whichever is less.

ARTICLE 21 - JOB SECURITY

- 21.1 (a) No employee who has accumulated two (2) years seniority shall be dismissed by the Employer as a result of the institution of technological change or mechanization.

An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation.

During the retraining period there will be no reduction in pay.

In the event that the Employee after a reasonable training period is unable to acquire the skill required, they shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off as provided for in Article 22.

- (b) During the term of this Collective Agreement, no employee shall be laid off by reason of the employee's duties being assigned to persons regularly employed for not more than a total of twenty-one (21) hours per week.

ARTICLE 22 - LAYOFF AND RECALL

22.1 Definitions

In this Article:

“Layoff” refers to the act of:

- a) reducing the regularly scheduled hours of a full-time employee; or
- b) elimination of a position held by a permanent employee.

“Job Class” refers to a group of jobs specified in Schedule "A" whose common characteristic is a specific point range and corresponding standard pay range as set out in Schedule "A".

“Job” refers to a defined set of duties requiring specific education, experience, knowledge, skills and abilities assigned to an individual or group of individuals, as reflected in a job description.

“Position” refers to a specific post within a job.

22.2 Order of Layoff

In the event that a position is eliminated, the Employer shall lay off the least senior employee in the job.

22.3 Notice to Union

In the event of a proposed layoff, the Employer shall, prior to issuing notices of layoffs:

- (a) Provide to the Union, through the Union Management Committee, notification of the proposed layoffs or staff reduction proposals.
- (b) Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of same.
- (c) Discuss the proposal for implementing same including the areas affected, the employees affected, and the duration.
- (d) Establish a Union Management Meeting to discuss any realignment of service or staff and the effect on the bargaining Union.
- (e) Provide a forum to search out employment opportunities within the workplace for employees displaced or laid off.

22.4 Rights of Employees Receiving Notice of Layoff of Displacement

An employee who is laid off shall have the right to either:

- (a) accept the layoff and work the notice period; or
- (b) displace an employee who has lesser bargaining unit seniority, is the least senior employee in that job, and whose job is in the same or a lower job class provided that the employee subject to the layoff has the skills, ability and competence to perform the job and provided that the candidate meets the minimum recruitment standards established for the position as applied in Article 10.3 a). An employee may displace both partners in a job sharing arrangement, if the employee is senior to both partners, or one partner, if the employee is senior to that partner. Any employee so displaced shall be deemed to have been laid off, and shall thereupon be entitled to all rights and privileges as set out in this Article.
- (c) elect to provide written notice of acceptance of the layoff to the Employer within seven (7) days of receipt of the notice of layoff, and receive the greater of:
 - i) pay in lieu of notice as required by the Employment Standards Act; or
 - ii) pay in lieu of notice as required by the Collective Agreement;and any severance pay required by the Employment Standards Act.

An employee who accepts pay in lieu of notice shall relinquish all rights to recall and notice of job vacancies under this Article.

22.5 Wage Rate

The rate of pay of an employee who displaces a less senior employee shall be determined as if the employee were filling a vacancy, in accordance with Article 17.

22.6 Notice of Layoff

An employee who has been laid off and chooses to accept the layoff, in accordance with Article 22.4 (a), shall be entitled to working notice, based upon length of service at the date of the layoff, as follows:

- (a) employees with less than one (1) year of continuous service; ten (10) days;

- (b) employees with more than one (1) year, but less than two (2) years, of continuous service; one (1) months;
- (c) employees with more than two (2) years, but less than three (3) years, of continuous service; two (2) months;
- (d) employees with more than three (3) years, but less than four (4) years, of continuous service; three (3) months;
- (e) employees with more than four (4) years, but less than five (5) years, of continuous service; four (4) months;
- (f) employees with more than five (5) years, but less than six (6) years, of continuous service; five (5) months;
- and -
- (g) employees with more than six (6) years of continuous service; six (6) months.

Notwithstanding this, the minimum notice of layoff shall not be less than that which is provided for in the Employment Standards Act for the Province of Ontario, as amended from time to time.

22.7 Displaced Employee's Notice

Where an employee is laid off as a result of being displaced, the employee's length of service for the purpose of Article 22.6 shall be determined as of the date of the original notice posted that gave rise to the displacement.

22.8 Notification to Displace

- (a) An employee who has been laid off and chooses to exercise the right to displace another employee shall, within seven (7) working days after receiving the notice of layoff, advise the Employer, in writing, of the job to be displaced.

- (b) Evaluation of Employee

In determining whether the employee has the skills, ability and competence to perform the job in accordance with the minimum recruitment standards established for the position, as applied in Article 10.3 a), the Employer may utilize any or all of the following criteria.

- i) an interview by the Employer to review the employee's qualifications and employment record at which a Union representative may be present, if requested by the employee.
 - ii) job related testing;
 - iii) an evaluation of the employee's performance during the first fifteen (15) working days on the new job. The first two (2) days of the fifteen (15) shall be orientation.
- (c) Evaluation Period

If, after receiving notice from the employee pursuant to Article 22.8 (a), but prior to the commencement of the fifteen (15) working day evaluation period, the Employer determines that the employee does not have the skills, ability and competence to perform the job, the Employer shall notify the employee in writing. An employee who has been so notified may exercise their rights pursuant to Article 22.4 (b), by advising the Employer, in writing, within two (2) working days after receiving the said notice, of another job they are eligible to displace in Article 22.4(b).

- (d) Second Displacement

Where an employee has displaced another employee pursuant to Article 22.8 (a) and, within the fifteen (15) working day evaluation period, either the Employer determines that the employee does not have the skills, ability and competence to perform the job, or the employee is not satisfied with the job, the Employer or the employee shall notify the other, in writing, and employee shall have one additional opportunity to exercise their rights pursuant to Article 22.4 (b), by advising the Employer, in writing, within two (2) working days after receiving or giving the said notice, of another job occupied by an employee to be displaced.

22.9 Right to Recall

- (a) An employee who is laid off, or displaced as a result of a layoff, shall have the right of recall to the job held prior to the layoff or displacement, in the event that such job becomes vacant within twenty-four (24) months of the later of the expiry of the notice period or the date of the notice of displacement.
- (b) Notice of recall, pursuant to this Article 22.9(a), shall be given by registered mail, addressed to the last address on record with the Employer. The notice shall be deemed to be received on the fifth day following the date of mailing, and the employee shall notify the Employer, in writing, within five (5) working days thereafter of their desire to return to

the job. In the event that such notice is not received, the right of recall shall be null and void.

- (c) An employee who has been recalled to a temporary vacancy in the job held immediately prior to layoff shall not be required to accept the recall.
- (d) Any employee who accepts a period of temporary employment shall, at the end of the assignment return to the position previously held, if any, or resume his or her lay off. Periods of temporary employment shall not reduce or extend the period of recall.
- (e) Where a position which was previously a job sharing position becomes vacant during the period of recall of the former job sharing partners, the more senior of the partners shall be recalled first and may elect to assume the position on a full-time basis. If the more senior partner declines the recall or elects to assume the position on a job sharing basis, the more junior partner shall be recalled.

22.10 Notice of Job Vacancies

- (a) The Employer shall post all notices of vacancy of any bargaining unit job for consideration by any displaced employees for a period of twenty-four (24) months from the later of the expiry of the notice period or the date of the notice of displacement.
- (b) Notices of vacancy, pursuant to this Article, shall be posted on a secure web site requiring login access. Each displaced employee shall receive a personal password allowing access to the website for the twenty-four (24) month period. The Employer shall, for any employee who, at the beginning of their recall period as defined in Article 22.9(a), request to receive notice by regular mail, send such notice to the last address on record with the Employer.
- (c) The Employer is not required to give notice of layoff at the conclusion of temporary employment. Periods of temporary employment shall not reduce or extend the period of recall.

22.11 Benefits While on Layoff

In the event of a layoff where an employee is subject to recall, the Employer shall continue payment of the following benefits for a period of three (3) months; group life insurance, extended health, semi-private, dental, vision and deluxe travel. The employee may, at their own expenses, elect to continue these benefits for a further nine (9) months provided that the premiums are paid in advance, or by post-dated cheques, to maintain coverage.

22.12 Christmas/New Year's Shutdown

In the event the Employer ceases operations for the period between Christmas Day and New Years Day in any year, such cessation of operations shall not constitute a layoff for the purposes of this Article.

22.13 Reclassifications as the result of the job evaluation process shall not take effect during a period of layoff. Any adjustments in wages resulting from the evaluation, as outlined in Article 23.7, shall be retroactive to the effective date as identified on the job evaluation forms.

ARTICLE 23 - JOB EVALUATION

23.1 Purpose of Committee

The parties recognize that both the Pay Equity Program and internal pay policy must remain current and equitable. Therefore, a Job Evaluation Committee (referred to in this Article as the "Committee") shall be established.

23.2 Committee Representation

The Committee shall consist of two (2) representatives of the Union and two (2) representatives of the Employer.

One (1) representative from each of the Employer and Union shall serve for a three (3) year term, and the other representative for a two (2) year term. Thereafter, all appointments shall be for three (3) year terms. After the three (3) year term, a former committee member may be called upon as alternate if a current committee member is unable to attend. New members shall attend meetings of the Committee prior to becoming members of the Committee, to allow for appropriate training.

23.3 Facilitator

The Committee shall be facilitated by a representative of the Human Resources Division who shall be responsible for coordinating incoming documents, the scheduling of regular and special meetings, and the training of new Committee members in co-operation with existing members. The facilitator is to be a neutral, non-voting member of the committee.

23.4 Consensus

The Committee shall operate by consensus, and shall evaluate jobs based on the City of Peterborough's Job Evaluation Plan for C.U.P.E. Local 126, or such other gender neutral job evaluation system upon which the parties may agree.

23.5 Changes to a Job Description

If an employee or supervisor believes that there has been a significant change in the job duties, responsibilities or working conditions of any employee's job, either the employee or supervisor may, by completing the Job Description Amendment Form (P89-17), request a review of the job by the Committee.

If an employee initiates the changes, the Job Description Amendment Form should be forwarded to the Manager /Director with a copy to Human Resources Division Job Evaluation facilitator. The Manager/Designate will have thirty (30) days to review the proposed changes and forward the form to the Job Evaluation Committee facilitator.

The Committee shall meet quarterly to review such request. The meeting dates will be posted at the beginning of each calendar year. The Job Description Amendment Form, signed by all parties, shall be forwarded to the Human Resources Division, two (2) months prior to meeting date, after consultation with and/or approval by the immediate supervisor, manager and director. The Human Resources Division shall prepare a revised job description based on submitted changes and in consultation with the requester, if needed. The amended job description shall be returned to the employee, supervisor and director for signature prior to its review by the Committee.

23.6 Committee Evaluation

The Committee shall review the revised job description, and determine whether or not the job description should be reevaluated. The Committee may request any additional information or clarification from the employee and/or the Employer, and may also enlist any professional assistance which may be required in order to resolve any issues upon which consensus has not been reached.

23.7 Notification of Evaluation Results

When a new job description has been approved and evaluated the employee, supervisor and director shall receive a copy of the new or revised job description, including the points assigned and the job class.

If the points assigned move the job to a higher job class, the rate of pay will be adjusted as of the effective date on the job description amendment form, subject to the approval of the Division Head, Human Resources.

If the points assigned move the job to a lower job class, the rate of pay for the incumbent shall not be affected. However, in the event that the incumbent is displaced as a result of a layoff, the incumbent's job class for the purpose of Article 22.4 shall be the job class immediately prior to the re-evaluation.

Any future wage increases shall be based on the correct job class of the job.

23.8 New Jobs

In the event that a new job is created, or an existing job is vacated so that there are no incumbents in the job, the Director will forward a job analysis questionnaire or a job description amendment to the Human Resources Division.

The Human Resources Division shall prepare a draft job description, which will be evaluated by the Committee in the same manner as previously set forth. The new job description shall be forwarded to both the Union and the Employer for comment.

23.9 Review of Committee Decision

In the event that the employee or supervisor disagrees with the consensus reached by the Committee, they shall submit in writing, within ninety (90) days of receipt of the Committee evaluation from the Job Evaluation Committee facilitator, the factors which they believe have been incorrectly evaluated and provide the reasons for such belief, based solely on inconsistency between the job content as outlined in the approved job description, and the rating results. The Committee shall meet with the employee or supervisor to review the decision, providing the Committee with the opportunity to ask clarifying questions of either the employee or the supervisor.

23.10 Failure to Reach Consensus

In the event that the Job Evaluation Committee cannot reach consensus on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee as outlined in 23.11.

23.11 Job Evaluation Referee

- (a) The Employer and the Union shall agree upon a Job Evaluation Referee. The parties agree that the said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.
- (b) The Employer and the Union shall share equally, the costs of the remuneration and personal expenses for the Job Evaluation Referee.
- (c) Evaluation Referee will, prior to meeting with the Job Evaluation Committee, be forwarded the Committee's report and all related job documents. The referee will be required to meet with the Job Evaluation Committee to review the matter(s) where consensus could not be reached by the Job Evaluation Committee. If following this meeting, the

Job Evaluation Committee can reach consensus, the Referee will immediately issue a concurring decision.

- (d) If consensus cannot be reached, the Job Evaluation Referee will make the decision(s) which shall be final and binding on all parties. Such decision(s) shall be in writing to the Facilitator of the Job Evaluation Committee, who will forward the decision(s) to the committee members, the incumbent(s), the appropriate department head, the Division Head, Human Resources, and the Union, within five (5) working days of its receipt.
- 23.12 The job evaluation process, as outlined in this Article, shall not be subject to the Grievance and Arbitration Procedure outlined in this Collective Agreement.
- 23.13 The Employer and the Union recognize the necessity of educating staff in the Job Evaluation process and agree to work together on a pamphlet, which will be issued to all bargaining unit employees, once the yearly evaluation meeting schedule is set.

ARTICLE 24 - JOB SHARING

- 24.1 Job sharing position(s) will be posted in accordance with Article 10 of this Collective Agreement.
- 24.2 Eligibility to participate in a job sharing arrangement shall be open to all employees covered by this Collective Agreement. The Employer shall evaluate compatibility of applicants to function as a team, and reserves the right to make the final selection of candidates. Should the job share arrangement cease, for any reason, the original incumbent shall be given the first opportunity to resume the duties of the position. The other job sharing partner will have the opportunity to exercise their bumping rights under this Collective Agreement.
- 24.3 Employees in job sharing arrangements shall be entitled to all provisions of this Collective Agreement, unless otherwise specifically excluded by this Article.
- 24.4 A full-time position which becomes a job sharing position shall continue to be a full-time position whether or not the job sharing position continues. Job sharing partners will be given the opportunity to apply for any available vacancies.
- 24.5 If one (1) of the job sharing partners is successful in obtaining another position, or ceases to be employed by the Employer, the Employer reserves the right to terminate the job sharing arrangement, upon thirty (30) days notice, or to continue with the job sharing arrangement and post the vacant job sharing position in accordance with Article 10. If it is decided to terminate the job sharing arrangement, the remaining job sharing partner will assume the position on a full time basis.

- 24.6 Both job sharing partners shall be paid, at the job rate identified in Schedule "A", according to the hours worked.
- 24.7 Union dues shall be deducted from each employee in accordance with Article 2.2.
- 24.8 OMERS contributions will be prorated, according to the hours worked, with years of service to achieve the "ninety (90) factor" based on the actual contributory earnings.
- 24.9 Each job sharing partner shall be entitled to the benefits outlined in Article 12 and Article 13, provided that the cost of such benefits shall be shared equally between the Employer and the employee. The employee's contribution shall be deducted from each pay as required. One (1) week of vacation entitlement will be taken as two and one-half (2½) days.

Benefits will be bundled as follows:

- Group A – Medical (drugs) and Paramedical and Vision and Semi-Private Hospital and Deluxe Travel
- Group B – Dental

Job Share Employees may purchase at 50% of the premium, the following bundle(s):

- Group A and/or Group B

Minimum 3 year commitment once choices are made.

In addition to the above optional bundles, Job Share employees will be covered by LTD at no cost to them.

- 24.10 For those employee benefits which are based on accumulated time at work (such as disability benefits and annual vacation), entitlement will be based on the years of service at the time job sharing is introduced. Additional entitlement and additional seniority shall be calculated according to the actual hours worked.
- 24.11 Job sharing partners shall share equally the paid holidays provided in Article 15. Banking of time in lieu of overtime or in lieu of paid holidays will not be permitted for job sharing positions. Overtime for job sharing positions shall be paid at time and one-half (1½) only if the employees work more than seven (7) hours in a day or thirty-five (35) hours in a week.
- 24.12 A job sharing partner shall assume full time employment in the event the other job sharing partner is absent from work, as mutually agreed between the Employer and the job sharing partners.

- 24.13 Both job sharing partners may be asked to work on a full-time basis at the discretion of the Employer. Vacation entitlement will be calculated twice per year for job share employees when periods of temporary full-time employment effect entitlement.
- 24.14 The hours of work for job sharing positions shall be mutually agreed to between the Employer and the job sharing partners, at the outset of the job share arrangement.
- 24.15 Job sharing partners may not displace less senior employees unless the job sharing partners have been laid off or displaced pursuant to Article 22.
- 24.16 Should a regular part-time employee become the job share partner with a full-time employee, or a new employee be hired to partner in a job share with a full-time employee, these employees will be considered as regular part-time employees for all purposes under the Collective Agreement and applicable Letters of Agreement except their hours will be scheduled to balance the job share requirements.

ARTICLE 25 - TEMPORARY EMPLOYEES

25.1 Definitions

For the purposes of this Collective Agreement:

“temporary employee” means an employee hired to perform a temporary job for a term of twelve (12) months or less, or a longer term if agreed between the parties to the Collective Agreement. Temporary employees hired to backfill a temporary vacancy as per 10.1(b) shall not require the prior consent of the Union, regardless of the length of the vacancy.

25.2 Temporary Employee Entitlements

- (a) A temporary employee whose expected duration of employment in a specific position is not to exceed twelve (12) continuous months shall be covered by all of the provisions of this collective agreement, excepting the following:
- Article 2.3 (probationary period);
 - Article 11 (seniority);
 - Article 12 (sick leave);
 - Article 13 (benefits);
 - Article 16 (vacation); and
 - Article 22 (layoff and recall).
- (b) If a temporary employee is hired continuously for six (6) months or more, then they shall receive a Personal Day as per Article 14.11. To qualify,

the employee must have been hired continuously for six (6) months or more and be employed as of January 1 of each year when banks are credited.

- (c) A temporary employee whose duration of employment in a specific position is expected to exceed twelve (12) continuous months shall be excluded from the provisions as outlined in 25.2(a), but shall receive in addition:
- Five days paid sick leave per calendar year
 - Benefits as outlined in Article 13.1; 13.2; and if applicable 13.3.

(d) 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 provision of this Collective Agreement.

25.3 Payment of Temporary Employees

Temporary employees shall be paid a minimum of

- (a) for the first four (4) months, at least eighty (80) % of the year 1 rate for the job, and
- (b) thereafter at the year 1 rate for the job.

25.4 Seniority for Temporary Employee to Permanent Employee

If a temporary employee becomes a permanent employee, without a break, as a result of a posting under Article 10, the following will apply:

- (a) The employee's seniority will be effective from the first day of work in the bargaining unit and
- (b) The probationary period referred to in Article 2, may be reduced by fifty per cent (50%) of the time worked, to a minimum of three (3) months if the employee stays in the same job.

25.5 Posting Rights of Temporary Employees

An employee hired for a temporary job shall remain in the job or vacancy for the designated term of the assignment. A temporary employee may apply for postings for permanent jobs according to Article 10, but may not apply for another temporary job or vacancy that commences prior to the end of the current temporary assignment.

ARTICLE 26 - DURATION OF AGREEMENT

- 26.1 This Collective Agreement shall be in effect from January 1, 2013 and shall remain in effect until December 31, 2015; and 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 charge, and so on from year to year thereafter.
- 26.2 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.
- 26.3 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.
- 26.4 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.

IN WITNESS WHEREOF, the Employer and the Union have caused this instrument to be executed by their proper respective officers hereunto the day and year shown below.

Signed this 19 day of March, 2013.

THE CORPORATION OF THE
CITY OF PETERBOROUGH

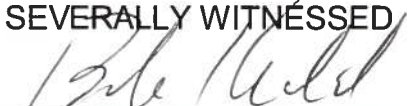


MAYOR



CLERK

SEVERALLY WITNESSED



THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 126



PRESIDENT



RECORDING SECRETARY



NATIONAL REPRESENTATIVE

**CUPE Local 126
Full-Time Schedule A
for 2013-2015**

Classification and positions	Level	1.69%		1.75%		1.75%	
		2013 Bi-weekly	2013 Salary Annual	2014 Bi-weekly	2014 Salary Annual	2015 Bi-weekly	2015 Salary Annual
JOB CLASS 1							
220 - 265 Points	JC1YR1	\$ 1,151.45	\$ 29,937.70	\$ 1,171.60	\$ 30,461.60	\$ 1,192.10	\$ 30,994.60
	JC1YR2	\$ 1,204.46	\$ 31,315.96	\$ 1,225.54	\$ 31,864.04	\$ 1,246.99	\$ 32,421.74
	JC1YR3	\$ 1,256.86	\$ 32,678.36	\$ 1,278.86	\$ 33,250.36	\$ 1,301.24	\$ 33,832.24
JOB CLASS 2							
266 - 311 Points File Clerk - Social Services	JC2YR1	\$ 1,260.50	\$ 32,773.00	\$ 1,282.56	\$ 33,346.56	\$ 1,305.00	\$ 33,930.00
	JC2YR2	\$ 1,313.47	\$ 34,150.22	\$ 1,336.46	\$ 34,747.96	\$ 1,359.85	\$ 35,356.10
	JC2YR3	\$ 1,366.48	\$ 35,528.48	\$ 1,390.39	\$ 36,150.14	\$ 1,414.72	\$ 36,782.72
JOB CLASS 3							
312 - 357 Points Visitor Services Receptionist	JC3YR1	\$ 1,369.53	\$ 35,607.78	\$ 1,393.50	\$ 36,231.00	\$ 1,417.89	\$ 36,865.14
	JC3YR2	\$ 1,422.52	\$ 36,985.52	\$ 1,447.41	\$ 37,632.66	\$ 1,472.74	\$ 38,291.24
	JC3YR3	\$ 1,475.51	\$ 38,363.26	\$ 1,501.33	\$ 39,034.58	\$ 1,527.60	\$ 39,717.60
JOB CLASS 4							
358 - 403 Points Family Support/Eligibility Review Clerk (Current)	JC4YR1	\$ 1,478.60	\$ 38,443.60	\$ 1,504.48	\$ 39,116.48	\$ 1,530.81	\$ 39,801.06
	JC4YR2	\$ 1,531.58	\$ 39,821.08	\$ 1,558.38	\$ 40,517.88	\$ 1,585.65	\$ 41,226.90
	JC4YR3	\$ 1,584.56	\$ 41,198.56	\$ 1,612.29	\$ 41,919.54	\$ 1,640.51	\$ 42,653.26
Family Support/Eligibility Review Clerk	YR1	\$ 1,571.72	\$ 40,864.72	\$ 1,597.60	\$ 41,537.60	\$ 1,623.93	\$ 42,222.18
	YR2	\$ 1,624.71	\$ 42,242.46	\$ 1,651.51	\$ 42,939.26	\$ 1,678.78	\$ 43,648.28
	YR3	\$ 1,677.70	\$ 43,620.20	\$ 1,705.43	\$ 44,341.18	\$ 1,733.65	\$ 45,074.90
JOB CLASS 5							
404 - 449 Points Community Social Plan Facilitator Cultural Planning Researcher Information/Receptionist Clerk	JC5YR1	\$ 1,587.58	\$ 41,277.08	\$ 1,615.36	\$ 41,999.36	\$ 1,643.63	\$ 42,734.38
	JC5YR2	\$ 1,640.60	\$ 42,655.60	\$ 1,669.31	\$ 43,402.06	\$ 1,698.52	\$ 44,161.52
	JC5YR3	\$ 1,693.60	\$ 44,033.60	\$ 1,723.24	\$ 44,804.24	\$ 1,753.40	\$ 45,588.40
J.C.5 Special							
Cartographic Technician (Modified Work) ** Position is based on a 40 hour work week	JC5BYR3	\$ 2,263.28	\$ 58,845.28	\$ 2,302.89	\$ 59,875.14	\$ 2,343.19	\$ 60,922.94

Annual rates are for illustrative purposes only

Classification and positions	Level	1.69%		1.75%		1.75%	
		2013 Bi-weekly	2013 Salary Annual	2014 Bi-weekly	2014 Salary Annual	2015 Bi-weekly	2015 Salary Annual
JOB CLASS 6							
450 - 495 Points	JC6YR1	\$ 1,696.63	\$ 44,112.38	\$ 1,726.32	\$ 44,884.32	\$ 1,756.53	\$ 45,669.78
Administrative Assistant - Building	JC6YR2	\$ 1,749.62	\$ 45,490.12	\$ 1,780.24	\$ 46,286.24	\$ 1,811.39	\$ 47,096.14
Arena Division Administrative Assistant	JC6YR3	\$ 1,802.62	\$ 46,868.12	\$ 1,834.17	\$ 47,688.42	\$ 1,866.27	\$ 48,523.02
Box Office Assistant							
Collections Management Assistant							
Employment Support Worker							
Gallery Operations Assistant							
Head Cashier							
Housing Programs Assistant							
Public Works Fleet Services Clerk							
Public Works Customer Service Representative							
Purchasing Clerk							
Surveyor/CAD Operator							
Tax & Parking Ticket Clerk							
Tax Certificate - Mortgage Clerk							
Transit Division Cashier							
Waste Recycling Assistant							
J.C.6 Special							
Day Care Cook 100% - Pay Grade Rate		\$ 1,696.63	\$ 44,112.38	\$ 1,726.32	\$ 44,884.32	\$ 1,756.53	\$ 45,669.78
(Position is 45 Hrs / Bi-weekly period)		\$ 1,090.69	\$ 28,357.94	\$ 1,109.78	\$ 28,854.28	\$ 1,129.20	\$ 29,359.20
JOB CLASS 7							
496 - 541 Points	JC7YR1	\$ 1,805.68	\$ 46,947.68	\$ 1,837.28	\$ 47,769.28	\$ 1,869.43	\$ 48,605.18
Accounts Payable Clerk	JC7YR2	\$ 1,858.66	\$ 48,325.16	\$ 1,891.19	\$ 49,170.94	\$ 1,924.29	\$ 50,031.54
Asset Accounting Clerk	JC7YR3	\$ 1,911.65	\$ 49,702.90	\$ 1,945.10	\$ 50,572.60	\$ 1,979.14	\$ 51,457.64
Assistant Planner							
Box Office Coordinator							
Business and Licensing Clerk							
Collections Clerk							
Deputy Division Registrar							
Division Financial Clerk							
Financial Assistant, Housing							
Financial Planning and Revenue Services Administrative Assistant							
Handivan Scheduler/Payroll Clerk Transit							
Information Management Assistant							
Lab Technician							
Program Payment Clerk Social Services							
Public Works Accounts Payable/Receivable Clerk							
Public Works HR and Payroll Clerk							
Administrative Assistant - Recreation Division							
Sampling Technician							
Sign By-Law Officer							
Administrative Assistant (Social Services)							
Administrative Assistant - Transit Division							
Waste Diversion Coordinator							

Annual rates are for illustrative purposes only

Classification and positions	Level	1.69%		1.75%		1.75%	
		2013 Bi-weekly	2013 Salary Annual	2014 Bi-weekly	2014 Salary Annual	2015 Bi-weekly	2015 Salary Annual
JOB CLASS 8							
542 - 587 Points	JC8YR1	\$ 1,914.70	\$ 49,782.20	\$ 1,948.21	\$ 50,653.46	\$ 1,982.30	\$ 51,539.80
Children's Services Case Manager	JC8YR2	\$ 1,967.69	\$ 51,159.94	\$ 2,002.12	\$ 52,055.12	\$ 2,037.16	\$ 52,966.16
Conservation Technician/Conservator	JC8YR3	\$ 2,020.69	\$ 52,537.94	\$ 2,056.05	\$ 53,457.30	\$ 2,092.03	\$ 54,392.78
Early Childhood Educator							
Employment Counsellor							
Environmental Protection Admin Assistant							
Fire Services Administrative Assistant							
GIS Technologist (Current Classification)							
Infrastructure Management Technologist							
Miscellaneous Revenue Clerk							
Museum Archivist							
Museum Curator							
Permit Technician/Plans Examiner							
POA Court Administration Clerk/Monitor							
Administrative Assistant - Community Services Department							
Administrative Assistant - Planning & Dev. Serv. Department							
Administrative Assistant - Utility Services Department							
Administrative Assistant to the Division Manager - Social Services							
Secretary/Treasurer Committee of Adjustments - Administrative Assistant - Planning Division							
GIS Technologist	Yr1	\$ 2,007.83	\$ 52,203.58	\$ 2,041.34	\$ 53,074.84	\$ 2,075.43	\$ 53,961.18
	Yr2	\$ 2,060.83	\$ 53,581.58	\$ 2,095.26	\$ 54,476.76	\$ 2,130.30	\$ 55,387.80
	Yr3	\$ 2,113.83	\$ 54,959.58	\$ 2,149.19	\$ 55,878.94	\$ 2,185.17	\$ 56,814.42
JOB CLASS 9							
588 - 633 Points	JC9YR1	\$ 2,023.72	\$ 52,616.72	\$ 2,059.14	\$ 53,537.64	\$ 2,095.17	\$ 54,474.42
Administrative Assistant - Finance & Admin	JC9YR2	\$ 2,076.71	\$ 53,994.46	\$ 2,113.05	\$ 54,939.30	\$ 2,150.03	\$ 55,900.78
Aquatic Coordinator (PSWC) (Current Classification)	JC9YR3	\$ 2,129.71	\$ 55,372.46	\$ 2,166.98	\$ 56,341.48	\$ 2,204.90	\$ 57,327.40
Arena Administrator							
Case Manager							
Customer Services Administrator							
Education Program Coordinator AGP							
Eligibility Review Officer (Current Classification)							
Engineering Draftsperson							
Family Support Case Manager (Current Classification)							
Fitness/Wellness Coordinator (PSWC)							
Membership Services Coordinator							
Program Coordinator (PSWC)							
Property Standards Officer							
Recreationist - Aquatics and Instructional							
Recreationist - Permitting							
Urban Design & Engineering Technologist							
Youth Recreationists							
Eligibility Review Officer	YR1	\$ 2,116.86	\$ 55,038.36	\$ 2,152.28	\$ 55,959.28	\$ 2,188.31	\$ 56,896.06
Family Support Case Manager	YR2	\$ 2,169.85	\$ 56,416.10	\$ 2,206.19	\$ 57,360.94	\$ 2,243.17	\$ 58,322.42
	YR3	\$ 2,223.72	\$ 57,816.72	\$ 2,260.99	\$ 58,785.74	\$ 2,298.91	\$ 59,771.66
Aquatic Coordinator (PSWC)	Yr1	\$ 2,210.01	\$ 57,460.26	\$ 2,245.43	\$ 58,381.18	\$ 2,281.46	\$ 59,317.96
	Yr2	\$ 2,263.00	\$ 58,838.00	\$ 2,299.34	\$ 59,782.84	\$ 2,336.32	\$ 60,744.32
	Yr3	\$ 2,316.85	\$ 60,238.10	\$ 2,354.12	\$ 61,207.12	\$ 2,392.04	\$ 62,193.04

Annual rates are for illustrative purposes only

Classification and positions	Level	1.69%		1.75%		1.75%	
		2013 Bi-weekly	2013 Salary Annual	2014 Bi-weekly	2014 Salary Annual	2015 Bi-weekly	2015 Salary Annual
JOB CLASS 10							
634 - 679 Points	JC10YR1	\$ 2,132.76	\$ 55,451.76	\$ 2,170.08	\$ 56,422.08	\$ 2,208.06	\$ 57,409.56
Biochemist	JC10YR2	\$ 2,185.77	\$ 56,830.02	\$ 2,224.02	\$ 57,824.52	\$ 2,262.94	\$ 58,836.44
Building Inspector III	JC10YR3	\$ 2,239.77	\$ 58,234.02	\$ 2,278.97	\$ 59,253.22	\$ 2,318.85	\$ 60,290.10
Chemist							
Engineering Design & Construction Technologist/Inspector							
Environmental Officer							
Payroll Administrator							
Plans Examiner-Small Buildings & Simple Structures							
Public Works Inspector IV							
Residential Mechanical Inspector							
Social Assistance Division Trainer							
Social Services Financial Control Clerk							
Spatial Data Analyst							
Traffic Engineering Technologist							
Traffic Operations Technologist							
JOB CLASS 11							
680 - 725 Points	JC11YR1	\$ 2,241.82	\$ 58,287.32	\$ 2,281.05	\$ 59,307.30	\$ 2,320.97	\$ 60,345.22
Building Inspector IV	JC11YR2	\$ 2,294.81	\$ 59,665.06	\$ 2,334.97	\$ 60,709.22	\$ 2,375.83	\$ 61,771.58
Day Care Supervisor	JC11YR3	\$ 2,348.78	\$ 61,068.28	\$ 2,389.88	\$ 62,136.88	\$ 2,431.70	\$ 63,224.20
Plans Examiner - IV							
Plumbing Inspector IV							
Public Works Office Supervisor							
QA/QC Chemist							
Social Services Supervisor							
J.C. 11 Special							
Day Care Supervisor	JC11BYR2	\$ 2,374.29	\$ 61,731.54	\$ 2,415.39	\$ 62,800.14	\$ 2,457.21	\$ 63,887.46
Social Services Supervisor							
JOB CLASS 12							
726 - 771 Points	JC13YR1	\$ 2,350.83	\$ 61,121.58	\$ 2,391.97	\$ 62,191.22	\$ 2,433.83	\$ 63,279.58
	JC12YR2	\$ 2,403.83	\$ 62,499.58	\$ 2,445.90	\$ 63,593.40	\$ 2,488.70	\$ 64,706.20
	JC12YR3	\$ 2,457.83	\$ 63,903.58	\$ 2,500.84	\$ 65,021.84	\$ 2,544.60	\$ 66,159.60
Shift Premiums / Hour as Per Article 18.10							
Night Premium		\$ 0.98		\$ 1.00		\$ 1.02	
Weekend Premium		\$ 1.63		\$ 1.66		\$ 1.69	
Nights & Weekend's		\$ 2.61		\$ 2.66		\$ 2.71	

Annual rates are for illustrative purposes only

Appendix A - Sick Leave Plan

LETTER OF UNDERSTANDING
between
THE CORPORATION OF THE CITY OF PETERBOROUGH
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 126

The PARTIES hereby agree that if the City sick leave plan should be modified at a subsequent date, members of C.U.P.E. Local #126 will be given the option of accepting any or all modifications.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of
Public Employees - Local 126

Lynda Boldon

Donna LaBosh

Alison Savaris

For the Corporation of the City
of Peterborough

Bob Hurd

Cathy Gray

Originally signed Sept. 7, 1990

APPENDIX B – Re: Christine Sieber

LETTER OF AGREEMENT
B E T W E E N :
THE CORPORATION OF THE CITY OF PETERBOROUGH
- and -
CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 126

The parties agree to grandfather the working arrangement currently established for Christine Sieber, as follows:

Ms. Sieber will be permitted to work as a full time Employment Counsellor in the Social Services Division, as well as continuing to work as a part-time Library employee with the Peterborough Public Library, for the duration of this Collective Agreement.

Ms. Sieber's hours of work will be restricted to forty-four (44) hours per week. Premium pay for overtime will not apply until the Employment Standards threshold of forty-four (44) hours per week has been exceeded.

Should the employee resign either position, or should her employment in either position be terminated by the employer, such resignation or termination shall be in accordance with the applicable Collective Agreement.

All benefits will be based on the provisions of the CUPE Local 126 Collective Agreement.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of Public
Employees – Local 126

For the Corporation of the City of
Peterborough

Lynda Bobson

Bob Kidd

Anna LaBash

Cathy Boyd

Alison Wainwright

Originally signed 2005

Appendix C- Use of Co-op Students

LETTER OF AGREEMENT
between:

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter called the "Employer"

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 126

hereinafter called the "Union"

The parties agree that the Employer may hire co-op students who are enrolled in a recognized post secondary institution under the following conditions:

1. The terms and conditions of the CUPE 126 Collective Agreement do not apply to these employees;
2. The Employer does not hire more than one student to fill any particular position for more than four (4) months within an eight (8) month period.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of Public
Employees – Local 126

Lynda Bolton

Donna LeBeau

Alison David

For the Corporation of the City of
Peterborough

Bob Hill

Cathy Boyd

Appendix D – Market Adjustments

LETTER OF AGREEMENT
b e t w e e n :
THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter called the “Employer”
- and -
CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 126
hereinafter called the “Union”

Re: Market Adjustments

The Parties Agree as Follows:

1. Where the City can demonstrate that due to external job market reasons, it is impossible to attract and recruit qualified candidates for a position based on the evaluated job class rate of pay, the Division Head, Human Resources and the affected Department Head(s) may find it necessary to pay more than the rate of pay associated with the evaluated pay band, and may authorize assignment to a higher rate of pay and will advise the Union accordingly.
2. The vacancy shall be reposted internally in accordance with Article 10, indicating that a market adjustment will be applied.
3. All employees (incumbents) assigned to the affected position title will be increased to the higher pay band. However, if the vacancy is not filled or recruitment is cancelled, the market adjustment will not be applied.
4. An employee whose position is reclassified to a higher job class shall receive the new rate of pay in the new job class in accordance with their wage progression level in the old job class.
5. If the market adjusted position is a single incumbent position, and t118 position becomes vacant, the City may post the vacancy at the evaluated salary level rather than at the adjusted rate.
6. If the market adjusted position is a multi-incumbent position, and one of those positions becomes vacant, it will be posted at the market adjusted rate.
7. A review will be undertaken of any other related position which is affected by the market adjustment.
8. The JJEC shall be advised of all cases where rates other than at the evaluated job classes are in effect.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of Public
Employees – Local 126

Lynda Bolden

Donna LaBash

Alison David

For the Corporation of the City of
Peterborough

Bob Hadd

Cathy Gray

Originally signed February 2nd, 2012

Appendix E – Rate of Pay for Temporary Assignments

LETTER OF AGREEMENT
between:
THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter called the "Employer"
- and -
CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 126
hereinafter called the "Union"

Re: Rate of Pay for Temporary Assignments

Should a permanent employee be the successful candidate for a temporary assignment within one month of completing a previous temporary assignment in the same job, they will receive the rate of pay commiserate with the length of time they have spent in the previous temporary assignment. For clarity, Article 17.5 shall be interpreted to mean, in this circumstance, that all hours worked in the previous temporary job shall form part of the "every 1820 hours regular hours worked" for advancement on Schedule "A".

The Parties agreed that this Letter of Understanding shall be appended to the Collective Agreement.

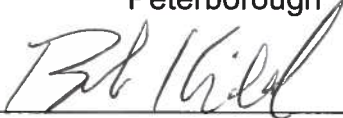
The Parties further agree that this Letter of Understanding is entered into on a without prejudice or precedent basis to any other matters between them.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of Public
Employees – Local 126

For the Corporation of the City of
Peterborough











Originally signed February 29th, 2012

Addendum

Part-Time Employees

PART-TIME EMPLOYEES

PREAMBLE

The following provisions shall apply to regular part-time employees as defined in this Addendum and appearing in Schedule A.

ARTICLE A - DEFINITIONS

- (a) Regular part-time employee means an employee who is hired for an indefinite term to work regularly scheduled shifts, up to twenty-four (24) hours per week. The employer will schedule shifts in an equitable and consistent manner.
- (b) Temporary regular part-time employee means an employee hired to replace a regular part-time employee, to perform a specific job, for a term of three (3) months or less, except when time has been extended by mutual agreement.
- (c) Regular part-time employees will accumulate seniority on the basis of one (1) year's seniority for each eighteen hundred and twenty (1820) hours worked in the bargaining unit as of the last date of hire.

ARTICLE B - SENIORITY OF REGULAR PART-TIME EMPLOYEES

- (a) Seniority will operate on a bargaining unit wide basis, commencing January 1, 2001.
- (b) Regular part-time employees will accumulate seniority on the basis of one (1) year's seniority for each eighteen hundred and twenty (1820) hours worked in the bargaining unit.
- (c) Seniority for regular part-time employees shall be recorded in hours, based on hours worked in CUPE 126 jobs. Hours worked in non-union jobs do not contribute to seniority in CUPE 126.
- (d) An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

ARTICLE C - APPLICATION OF SENIORITY

For purposes of promotion, layoff and recall;

- (a) An employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;

- (b) An employee who status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each eighteen hundred and twenty (1820) hours worked.
- (c) A regular part-time employee who is off work due to a pregnancy, parental or adoptive leave shall continue to accumulate hours for seniority purposes as if the employee was in attendance. The employee's regular scheduled hours shall be the basis for such accumulation.
- (d) Seniority hours shall be calculated annually. Seniority for employees on pregnancy, parental or adoptive leave shall be updated at the end of the leave.
- (e) If a layoff is announced, seniority for all employees, including employees on leave, shall be calculated at the date of the original lay-off announcement.
- (f) Where it is necessary to calculate seniority for consideration of applicants as noted in Article 10.3, the date for such calculations shall be the posting date of the Notice of Vacancy.

ARTICLE D - REGULAR PART-TIME TERMS OF EMPLOYMENT

Regular part-time employees may work more than one (1) job within the bargaining unit provided the employee is not regularly scheduled more than twenty-four (24) hours per week.

ARTICLE E - MUNICIPAL SCHOOL AGE PROGRAM

Summer employment in the Municipal School Age Program shall be offered in order of seniority.

ARTICLE F - POSTING AND PRIORITY OF FILLING VACANCIES

Regular part-time positions shall be posted and filled in accordance with Article 10 of the Collective Agreement.

No part-time employee will be used to off set a permanent, full-time vacancy.

ARTICLE G - TRIAL PERIOD

A regular part-time employee who fills a vacancy pursuant to Article 10 shall have a trial in the new job for five hundred and sixty (560) hours. If, within such 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 the former job without loss of seniority, and the replacement, if any, shall return to their former position. At expiration of the trial period, the employee shall be deemed qualified for the position.

ARTICLE H - PROBATION PERIOD

Probation period referred to in Article 2.3 for part-time employees shall be calculated in hours (910 hours).

ARTICLE I - JURY DUTY

If a regular part-time employee is called for Jury Duty and serves as a member of a Jury or is subpoenaed as a witness in a work-related court proceeding, then the Employer will make up the difference between the Jury Duty pay received and the employee's earnings for regularly scheduled part-time hours absent from work as a result of serving on the Jury or as a witness.

ARTICLE J – OVERTIME

If a regular part-time employee is required to work, more than thirty-five (35) hours per week or seven (7) hours in a day, they shall be paid at one and one-half times the regular rate of pay for all hours worked beyond (35) thirty-five per week or seven (7) hours per day.

ARTICLE K - PAYMENT FOR WORKING ON A PAID HOLIDAY

If a regular part-time employee is required to work on any of the holidays set out in Article 15.1 - Paid Holidays, the employee shall be paid at the rate of time and one-half (1½) times their regular straight time hourly rate of pay for all hours worked on such holiday.

ARTICLE L - PAYMENT FOR WORKING OVERTIME ON A PAID HOLIDAY

If a regular part-time employee is required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday, such employee shall receive twice (2 times) their regular straight time hourly rate for such authorized overtime.

Note: Pay for Paid Holiday shall be calculated in accordance with the Employment Standards Act.

ARTICLE M - VACATION

- (a) The amount of vacation entitlement and pay shall be as follows:

Number of Hours Worked as of December 31 st	Vacation Time and Vacation Pay for the Subsequent Year
Below 1,820	2 weeks at regular wages
1,820	2 weeks at regular wages
5,460	3 weeks at regular wages
18,200	4 weeks at regular wages
27,300	5 weeks at regular wages
40,040	6 weeks at regular wages

- (b) Vacation entitlement must be taken in the subsequent calendar year.
- (c) Vacation may be taken in single days or one (1) week, two (2) week or three (3) week blocks with the approval of the manager or designate.

ARTICLE N - PROGRESSION ON THE WAGE GRID

- (a) Regular part-time employees shall accumulate service for the purpose of progression on the wage grid, on the basis of one (1) year for each eighteen hundred and twenty (1820) hours worked, in the position. Hours worked in a different job, or during periods of leave, shall not be considered when calculating hours for incremental increases.
- (b) Regular part-time employees shall not receive less than the year 1 rate plus increases including increments.

ARTICLE O- REGULAR PART-TIME HOURS

The Employer agrees to post the scheduled hours of work, in advance, the first of every month.

The Employer, for each twelve (12) week period, will calculate the total hours and average hours for all regular part-time employees and provide a copy of such to the Union on a quarterly basis.

Regular part-time employees shall not average more than twenty-four (24) hours per week over each twelve (12) week period. If a part-time employee is requested to work, in excess of these hours due to illness or other emergencies, the Union shall be advised.

The Employer shall make every reasonable effort to give regular part-time employees at least forty-eight (48) hours notice, in advance, of a change in

scheduling of hours. The failure by the Employer to give proper notice, shall not result in the loss of pay for the affected employees.

ARTICLE P - SPLIT SHIFT

The only split shifts permitted under this Collective Agreement shall be in the Municipal School Age Program.

ARTICLE Q - REGULAR PART-TIME EMPLOYEE BENEFITS

Regular part-time employees shall have the option to purchase the following benefit package at the full benefit cost:

- Group Life
- Extended Health Drug Plan
- Semi Private Hospital coverage or equivalent
- Dental Plan #9 to current less one (1) year with a recall at nine months for those individuals over twelve (12) years of age.
- Eyeglass family coverage to \$450 every 24 months
Effective Jan 1, 2014: \$475 every 24 months
Effective Jan 1, 2015: \$500 every 24 months
- Vision care family coverage shall include payment of eye examinations to a maximum of \$100.00 every 24 months.

Benefits will be bundled as follows:

- Group A – Medical (drugs) and Paramedical and Vision and Semi-Private Hospital and Deluxe Travel
- Group B – Dental

Regular Part-time employees may purchase the following bundle(s):

- Group A and/or Group B
- Minimum 3 year commitment once choices are made

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.

Group Life Insurance

- Due to the variable nature of the employees earnings, employees will have the option of purchasing group insurance coverage of either \$10,000 or \$20,000.

Health Benefits

- Selected health benefits may be purchased after a waiting period of three months from date of hire.

ARTICLE R - REGULAR PART-TIME EMPLOYEE ENTITLEMENTS

A regular part-time employee shall be covered by all the provisions of the Collective Agreement as clarified by this addendum, except with respect to:

- Article 12 sick leave
- Article 13 benefits

ARTICLE S - REGULAR PART-TIME EMPLOYEE FILLING IN A FULL-TIME VACANCY

A regular Part-time Employee who is filling a vacancy in a full-time position as per Article 10.1 (b) or 10.1 (c) shall be entitled to the following provisions if the duration of temporary work in a full-time position is expected to exceed twelve (12) continuous months in addition to their normal entitlement:

- i) Five days paid sick leave per calendar year,
- ii) Benefits as outlined in Article 13.1, 13.2, and if applicable 13.3.

All other entitlements shall be in accordance with their home position in the regular part-time complement.

Appendix A- Part-Time Jobs

LETTER OF AGREEMENT
between:
THE CORPORATION OF THE CITY OF PETERBOROUGH
hereinafter called the "Employer"
- and -
CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 126
hereinafter called the "Union"

The Parties recognize the need to establish guidelines which will assist in determining when a job would fall under the scope of the regular part-time agreement. The parties agree to the following principals:

- 1) The included part-time positions will be performing work which is customarily or traditionally, the work of the bargaining unit.
- 2) The included part-time work is performed on an ongoing, year round basis.
- 3) Casual, occasional or sporadically scheduled part-time employees, or those performing work that is not traditionally work of the bargaining unit would be excluded. (Eg. Canteen or concession workers, crossing guards, Peterborough Sport and Wellness Centre part-time monitors, instructors and youth leaders, etc.)
- 4) When a new part-time position is created, which falls within these guidelines, the Union would be notified.
- 5) Included part-time positions will be evaluated and classified by the CUPE 126 JE committee.

Resigned this 12 day of March 2013, at the City of Peterborough.

For the Canadian Union of Public
Employees – Local 126

Lynnda Bolden
Donna Sabash

Alicia David

For the Corporation of the City of
Peterborough

Bob Wild
Cathy Boyd

**CUPE Local 126
Part-time Schedule A
For 2013-2015**

		2012 Hourly	2013 Hourly	2014 Hourly	2015 Hourly
Classification and positions	Level				
JOB CLASS 1					
220-265 Points					
	JC1YR1	16.17	16.44	16.73	17.02
	JC1YR2	16.92	17.21	17.51	17.82
	JC1YR3	17.65	17.95	18.26	18.58
JOB CLASS 2					
266-311 Points					
Box Office Ticket Sellers	JC2YR1	17.70	18.00	18.32	18.64
Customer Service Representative (Wellness Centre)	JC2YR2	18.46	18.77	19.10	19.43
	JC2YR3	19.21	19.53	19.87	20.22
JOB CLASS 3					
312-357 Points					
Art Gallery Administrative Clerk	JC3YR1	19.24	19.57	19.91	20.26
Senior Box Office Ticket Seller	JC3YR2	19.98	20.32	20.68	21.04
	JC3YR3	20.74	21.09	21.46	21.84
JOB CLASS 4					
358-403 Points					
Part Time Purchasing Clerk	JC4YR1	20.77	21.12	21.49	21.87
	JC4YR2	21.51	21.87	22.25	22.64
	JC4YR3	22.27	22.65	23.05	23.45
JOB CLASS 5					
404-449 Points					
Curatorial Assistant	JC5YR1	22.30	22.68	23.08	23.48
Museum Clerk/Receptionist	JC5YR2	23.04	23.43	23.84	24.26
Museum Program Assistant	JC5YR3	23.79	24.19	24.61	25.04
Recreation and Facilities Secretary					
School Age Program - Junior Leader (Current Classification)					
<i>School Age Program - Junior Leader</i>	YR1	23.64	24.04	24.46	24.89
	YR2	24.37	24.78	25.21	25.65
	YR3	25.13	25.55	26.00	26.46

		2012 Hourly	2013 Hourly	2014 Hourly	2015 Hourly
Classification and positions	Level				
JOB CLASS 6					
450-495 Points					
	JC6YR1	23.84	24.24	24.66	25.09
Customer Service Clerk	JC6YR2	24.57	24.99	25.43	25.88
Parking Operations Assistant	JC6YR3	25.33	25.76	26.21	26.67
Zoning Clerk					
JOB CLASS 7					
496-541 Points					
Accessibility Coordinator	JC7YR1	25.37	25.80	26.25	26.71
Collection Management Officer	JC7YR2	26.12	26.56	27.02	27.49
Freedom of Information Clerk	JC7YR3	26.87	27.32	27.80	28.29
Heritage Researcher and Special Events Coordinator					
Museum Exhibit Designer					
School Age Program - Senior Leader (Current Classification)					
<i>School Age Program - Senior Leader</i>	YR1	26.69	27.14	27.61	28.09
	YR2	27.44	27.90	28.39	28.89
	YR3	28.20	28.68	29.18	29.69
JOB CLASS 8					
542-587 Points					
Conservation Technician/Conservator	JC8YR1	26.90	27.35	27.83	28.32
Museum Education Program Coordinator	JC8YR2	27.65	28.12	28.61	29.11
	JC8YR3	28.38	28.86	29.37	29.88
JOB CLASS 9					
588-633 Points					
	JC9YR1	28.44	28.92	29.43	29.95
	JC9YR2	29.17	29.66	30.18	30.71
	JC9YR3	29.92	30.43	30.96	31.50
JOB CLASS 10					
634-679 Points					
	JC10YR1	29.96	30.47	31.00	31.54
	JC10YR2	30.71	31.23	31.78	32.34
	JC10YR3	31.45	31.98	32.54	33.11
JOB CLASS 11					
680-725 Points					
	JC11YR1	31.48	32.01	32.57	33.14
	JC11YR2	32.25	32.80	33.37	33.95
	JC11YR3	32.99	33.55	34.14	34.74

		2012 Hourly	2013 Hourly	2014 Hourly	2015 Hourly
Classification and positions	Level				
JOB CLASS 12					
726-771 Points					
	JC12YR1	33.02	33.58	34.17	34.77
	JC12YR2	33.76	34.33	34.93	35.54
	JC12YR3	34.54	35.12	35.73	36.36
<u>Shift Premiumns / Hour as Per Article 18.10</u>					
	Night Premium	0.96	0.98	1.00	1.02
	Weekend Premium	1.60	1.63	1.66	1.69

Casual, Non-Union Part Time Schedule A
For 2013-2015

On-Call Positions not in Union, but receive Union Rate		2013	2014	2015
ECE On Call				
	ECE > 910 hrs	21.88	22.26	22.65
	ECE < 910 Hrs (80% of the 80% rate)	17.51	17.82	18.13
School Age Program On-Call				
	Junior Leaders > 910 Hrs	18.14	18.46	18.78
	Junior Leaders < 910 Hrs	14.51	14.76	15.02
Special Needs On-Call		21.88	22.26	22.65
Part Time Dietary - Daycare - On-Call		19.39	19.73	20.08

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