

July 1, 1989 to June 30, 1991

SOURCE	City
EFF.	89 07 01
TERM.	91 06 30
No. OF EMPLOYEES	134
NOMBRE D'EMPLOYÉS	134

**COLLECTIVE AGREEMENT**

between

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

(hereinafter called "The Employer")

OF THE FIRST PART

and

**THE BOARD OF PARK MANAGEMENT OF THE CITY OF PETERBOROUGH**

(hereinafter called "the Employer")

OF THE SECOND PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 504, THE CIVIC EMPLOYEES UNION**

(hereinafter called "The Union")

OF THE SECOND PART

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WHEREAS: The parties hereto are desirous of promoting collective bargaining and stability of relationships in the manner and upon the terms hereinafter set forth.

#### ARTICLE 1 - SCOPE

1.1 The Employer recognizes The Canadian Union of Public Employees and its Local 504, as the exclusive bargaining agency for all of the employees under this Agreement; save and except the following which are excluded: Canadian Union of Public Employees, Local 126, Peterborough City Hall Employees Union; employees who are full-time Fire Fighters and covered by The Fire Department's Act; employees of the Board of Commissioners of Police, including Policemen and Police Matrons; nurses, employees of Fairhaven Home for the Aged; superintendents, general foremen, heads of departments; division managers; professional engineers; summer program employees in the Recreation Department employed during the period from the first Monday in June to the first Monday in September each year, and persons regularly employed for not more than twenty-four (24) hours per week who are employees in concessions; and those supervisory personnel which the Employer and the Union may agree from time to time exercise managerial functions; and Employees who are operators, mechanics, body men, greasers, cleaners, workers and servicemen employed in the public transit service and represented by Division 1320, Amalgamated Transit Union.

#### ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 It is agreed that the Employer retains the right to manage all services and direct the working forces, including the right to hire, promote, transfer, reprimand, penalize, suspend, discharge or demote their employees for just cause, subject to the provisions of the Agreement. **Any** such action of the Employer which, in the opinion of the Union, results in injustice to an employee or group of employees shall be considered a grievance.
- 2.2 The Employer agrees that any reports or recommendations about to be made by the Employer dealing with matters of policy, wages and working conditions covered by the Agreement shall be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union a reasonable opportunity to consider them and, if thought necessary, of protesting them when they are dealt with by the Employer.
- 2.3 Copies of all resolutions adopted by the Employer which affect this Agreement are:
- (1) to be forwarded to the Union; and
  - (2) to be posted on all bulletin boards.

**ARTICLE 3 - DISCRIMINATION**

- 3.1 The Employer agrees that there will be no discrimination, interference, restraints, restriction or coercion exercised or practiced by the Employer or by any of their representatives, with respect to any employee because of his or her membership in or lawful activity on behalf of the Union.

**ARTICLE 4 - UNION SECURITY**

- 4.1 It shall be a condition of continuing employment that all present and future employees of the City 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.

- 4.2 The City shall deduct from every employee any dues, or assessments levied, in accordance with the Union constitution and/or by-laws, and owing by him to the Union.
- 4.3 Deductions shall be made weekly from the payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.
- 4.4 The total annual deductions for union dues shall be printed on each employee's annual statement of earnings from the Employer.
- 4.5 No member of the bargaining unit who has accumulated two (2) years of seniority as a permanent employee shall be dismissed by the Employer as a result of contracting out or the introduction of technological change or mechanization.

**ARTICLE 5 - SENIORITY AND PROMOTIONS**

- 5.1 This Article shall apply to all employees covered by this Collective Agreement.
- 5.2 Seniority lists shall be supplied to the Union by the Employer for its employees from time to time as requested.
- 5.3 (a) Promotions and transfers shall be based upon the following factors:  
 (i) Seniority  
 (ii) Physical fitness, skill and ability, licences (where required), training and experience, and past work record with the Employer.
- (b) Where in the judgement of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in factor 5.3(a)(ii) are relatively equal, seniority shall govern.

- 5.4 Every new employee shall serve a probationary period of sixty-five (65) working days within a period of six (6) consecutive months, and on completion of said sixty-five (65) days the seniority shall date from the day on which he commenced his employment. During the probationary period employees will be entitled to all rights, privileges and applicable benefits of this Agreement except with respect to discharge.
- 5.5 (a) The Employer shall have the right to engage employees during the period between the first day of April and the thirtieth day of November of each year, and these employees shall be on a temporary basis, and they shall not during this period qualify as permanent employees even though their employment exceeds sixty-five (65) working days within a period of *six* (6) consecutive months, but if any of these employees remain on the Employer's payroll after the thirtieth day of November, and if on the first day of December such employee has to his credit more than sixty-five (65) working days within a period of six (6) consecutive months, such employee shall immediately qualify as a permanent employee, and benefits under this Agreement shall date from the time he completed the said sixty-five (65) days. The Employer shall reimburse such an employee thus qualified as a permanent employee on the thirtieth day of November all benefits including the difference in wages between the starting rate and the rate paid for the job that he did for all the period exceeding such sixty-five (65) day period from the start of his employment. At no time shall the number of temporary employees through the period from the first day of April to the thirtieth day of November exceed more than fifty per cent (50%) of the total number of employees in the Local.
- (b) Local to be advised monthly of temporary staffing complement by department.
- 5.6 The Employer shall have the right to engage employees on a temporary basis to participate in special government assisted make-work projects and to determine the hourly rate of pay for such employees, such hourly rate of *pay* not to be less than the Temporary Labour rate.
- 5.7 **An** employee shall only loose his seniority in the event:
- (1) He is discharged for just cause and is not reinstated.
  - (2) He resigns.
  - (3) He fails to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of his current address.
  - (4) He is laid off for a period longer than one year.
- 5.8 (a) When the Employer finds it necessary to lay-off a permanent employee for a period of more than one (1) week's duration, the Employer shall give such permanent employee and the Union a notice in writing seven (7) successive days before such lay-off is to occur. When a permanent employee decides to terminate his employment with the Employer, such employee shall give the Employer a written notice of seven (7) successive days before the termination of such employment.

- (b) Lay-offs will be considered in the reverse order of seniority within the bargaining unit, subject to Employees who are retained being qualified and capable to perform the jobs carried out. Employees will be recalled in order of seniority within the bargaining unit, subject to being qualified and capable to perform the jobs to be carried out.
- 5.9 All job vacancies and promotions shall be dated and posted on the bulletin boards in all departments of the Employer for bid for not less than five (5) full working days. A copy of all such notices shall be supplied to the Union at or previous to the date of posting. In filling vacancies and making promotions the Employer shall have the right of decision. First consideration shall be given to those Employees who applied for the vacancy or promotion, and then to those Employees who, in the opinion of the Employer, merit consideration. In the event of a dispute on filling a vacancy the Union shall have the right of the grievance procedure.
- 5.10 Period of trial for any employee selected by the Employer to qualify for another job shall be determined in each individual case by the Employer. Any employee who has served in a new job for at least thirty (30) working days shall be deemed to have qualified for that job, and shall receive from the date of such qualification the job rate fixed for the new position so long as he is retained on that job or whenever after the date of qualification he is re-assigned to that job. If deemed by the Employer as worthy of trial and after trial the Employer decides the employee has failed to qualify for the position based on his performance and attitude, he shall be returned to his former job without loss of rate or loss of seniority.
- 5.11 (a) When an employee, other than an employee enrolled in the Forestry Trade Program as set out in Article 6.8, is directed to relieve in a higher-rated position he shall receive the rate for the higher-rated position for the full period of the relief after having served therein a period of three (3) hours, retroactive to the commencement of the period the employee filled the position.
- (b) When an employee is directed to relieve in a position of lower rating for a period he shall maintain his regular rate of pay while so assigned.
- 5.12 An employee shall not loose seniority rights if he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

**ARTICLE 6 - WORKING SCHEDULE****6.1 PUBLIC WORKS DEPARTMENT**

The basic work week for the employees of this Department consists of forty (40) hours per week consisting of five (5) consecutive days, Monday to Friday inclusive; the hours of work daily being 7:30 a.m. to 4:30 p.m., said hours to include a one (1) hour unpaid lunch period per day. Sweeper and flusher men, street sweepers and pavement painters whose work is required to be done at hours other than those scheduled above shall be exempted from these hours, and shall be expected to work a five (5) day week sweeping, flushing and painting of pavement. Recognizing the need for weekend coverage there will be established a weekend shift. The schedule of this shift will be as follows:

**SCHEDULE OF SHIFT**

"A" shift	(12 hours)	Friday 7 A.M. - Friday 7 P.M.
	(12 hours)	Saturday 7 A.M. - Saturday 7 P.M.
	(12 hours)	Sunday 7 A.M. - Sunday 7 P.M.
"B" shift	(12 hours)	Friday 7 P.M. - Saturday 7 A.M.
	(12 hours)	Saturday 7 P.M. - Sunday 7 A.M.
	(12 hours)	Sunday 7 P.M. - Monday 7 A.M.

**Statutory Holiday - Monday**

In the instance where a statutory holiday falls on the Monday, the weekend shift will revert to the following schedule.

**Holiday Schedule of Shift**

"A" shift	( 8 hours)	Friday 11 A.M.- 7 P.M.
	(12 hours)	Saturday 7 A.M. - 7 P.M.
	(12 hours)	Sunday 7 A.M. - 7 P.M.
	(12 hours)	Monday 7 A.M. - 7 P.M.
"B" shift	(12 hours)	Friday 7 P.M. - Saturday 7 A.M.
	(12 hours)	Saturday 7 P.M. - Sunday 7 A.M.
	(12 hours)	Sunday 7 P.M. - Monday 7 A.M.
	( 4 hours)	Monday 7 P.M. - Monday 11 P.M.

Shift "A" rate of pay for Holiday Monday will be double time for twelve (12) hours, plus eight (8) hours at straight time.

Shift "B" rate of pay for Holiday Monday will be double time for 11 hours, plus eight (8) hours straight time.

If the Statutory Holiday falls during the week, Shift "B" will commence at 11 P.M. to 7 A.M. on the night preceding the statutory holiday.

**Statutory Holiday - Friday**

When the statutory holiday falls on a Friday the shifts shall be modified as follows:

**Holiday Schedule of Shift**

"A" shift	( 8 hours)	Thursday 11 A.M. - 7 P.M.
	(12 hours)	Friday 7 A.M. - 7 P.M.
	(12 hours)	Saturday 7 A.M. - 7 P.M.
	(12 hours)	Sunday 7 A.M. - 7 P.M.
"B" shift	(12 hours)	Thursday 7 P.M. - Friday 7 A.M.
	(12 hours)	Friday 7 P.M. - Saturday 7 A.M.
	(12 hours)	Saturday 7 P.M. - Sunday 7 A.M.
	(12 hours)	Sunday 7 P.M. - Monday 7 A.M.



Weekend Shift - Mechanics

A weekend shift for the Mechanic in the Public Works Division has been established as follows:

<u>Shift "A"</u>		<u>Shift "B"</u>	
Friday - 7 a.m. to 7 p.m.		Friday - 7 p.m. to Saturday 7 a.m.	
Saturday - 7 a.m. to 7 p.m.		Saturday- 7 p.m. to Sunday 7 a.m.	
Sunday - 7 a.m. to 7 p.m.		Sunday - 7 p.m. to Monday 7 a.m.	

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

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

Weekend Shift - public Works

Employees assigned to the twelve (12) hour shifts shall receive two (2) twenty (20) minute eating periods during each twelve (12) hour shift. Such employees shall receive an additional twenty (20) minutes which may be taken in conjunction with one (1) of the eating periods or separately, with the approval of management.

Night Shift

The Employer may establish a night shift for the purpose of snow removal during the winter season. Employees on this shift will work forty (40) hours per week Monday through Friday, consisting of five (5) consecutive work shifts of eight (8) hours made up as follows:

Four (4) hours of work followed by a thirty (30) minute break for lunch and rest followed by four (4) hours of work. The shift shall commence at 11:00 p.m. and finish at 7:30 a.m. The rate of pay for this night shift shall be the rate of pay designated for the equipment operated by the employee during the shift provided that the employee operates the equipment for two (2) consecutive hours. The minimum rate shall be the Truck Driver rate.

Summer Night Shift - Public Works

Employees engaged as sweepers, flusher men and payment painters shall engage in a summer-hour night shift schedule which shall consist of four (4), ten (10) hour shifts, starting at 9:00 p.m. and ending at 7:30 a.m. the following morning and containing a thirty (30) minute unpaid lunch period in each morning.

Shifts shall begin on Mondays and shall consist of four (4) consecutive days with the exception of a week containing a statutory holiday. When a Statutory Holiday falls on a day that would be normally scheduled to work, said employees shall be exempt from duty on the statutory holiday and shall work four (4) eight (8) hour shifts commencing at 11:00 p.m. and terminating at 7:30 a.m. the following morning.

Weather permitting, this schedule shall commence on the 1st Monday in April and shall terminate on the third Friday in November.

#### Summer Work Schedule

The parties to this Agreement agree to a summer schedule for employees of the Maintenance, Construction, Garage and Motor Vehicle Sections of the Public Works Department. This schedule shall commence no sooner than the 1st Monday in May and shall terminate no later than the third Friday in October in any year. Employees assigned to this schedule shall work a basic week of forty (40) hours as follows:

Monday to Thursday inclusive	7:00 a.m. to 12:00 p.m., and 12:30 p.m. to 4:30 p.m.
Friday	7:00 a.m. to 11:00 p.m.

Employees assigned to this schedule and entitled to pay for a holiday as recognized in Article 9 shall be paid for eight (8) hours only and shall, being that the holiday falls from Monday to Thursday inclusive, have Friday's scheduled hours changed to 7:00 a.m. to 12:00 p.m. to maintain a forty (40) hours week. Should the holiday fall on a Friday, the previous work day (Thursday) will be scheduled as follows: 7:00 a.m. to 12:00 p.m.

This schedule may be terminated prior to the expiry date by the Employer, subject to forty-eight (48) hours written notice to the Union.

## 6.2

### SANITATION

Employees engaged as members of sanitation section collecting waste materials, ashes, etcetera shall be paid for a basic work week of forty (40) hours. The regular starting time shall be 7:00 a.m. and each employee shall work daily until the particular route assigned is completed. The basic work week shall consist of five (5) days, Monday to Friday inclusive.

A two-man crew whose collection exceeds sixteen (16) tons in any one day shall be paid time and one-half (1 1/2) for all time worked collecting in excess of sixteen (16) tons.

A one-man crew whose collection exceeds twelve (12) ton during the period of the year beginning with the second Monday in October and ending with the third Friday of May in any one day shall be paid time and one-half (1 1/2) for all time worked collecting in excess of twelve (12) tons. During the balance of the year time and one-half (1 1/2) shall be paid for all time worked collecting in excess of thirteen (12) tons.

In the event that tonnage collected is significantly out of balance between crews corrective adjustments to routes will be introduced within fifteen (15) working days.

Additional vehicles will be assigned to compensate for tonnage during weeks in which there is a mid-week holiday.

There will be a minimum of five (5) vehicles assigned.

#### Overtime

- (a) to be paid immediately when an employee has completed his assignment route, and is re-assigned to assist on another route.
- (b) to be paid when normal tonnage has been collected but due to some irregularity beyond the operator's control he was required to work in excess of eight (8) hours.

Over time premium to be calculated for excess tonnage as follows:

One ton = 30 minutes overtime

#### Regular Time

An employee prevented from working due to an equipment breakdown will be paid regular pay for the period of time he is prevented from working due to such breakdown within the eight (8) hour day.

Operators to be responsible for daily check of machine's lights, horns, brakes and tires. All other maintenance of vehicles to be completed by the Employer.

Monthly statistical reports detailing by collection route the daily tonnage collected, miles travelled, and hours worked by crew to be provided to the Executive of Local 504.

### 6.3

#### SEWAGE TREATMENT PLANT

All employees of the department are employed on a shift basis, each employee being required to work an average of forty (40) hours per week. There shall be three (3) shifts in each twenty-four (24) hours.

Employees in this department working statutory holidays shall receive eleven and one-half (11 1/2) additional working days vacation with pay each year in lieu of such statutory holidays, with an additional day for each day proclaimed as a public holiday in the City of Peterborough by the City Council and all these additional days are to be taken by mutual agreement between the employees and the Superintendent of the department. Employees required to work on a Statutory Holiday as listed in Article 10.1 of this Agreement, or, on a day proclaimed as a public holiday in the City of Peterborough by the City Council shall receive pay for each hour worked on such a day at the rate of two (2) times the regular rate (otherwise Article 9.4 of this Agreement shall apply).

**6.4 GARAGE AND OTHER VEHICLE MAINTENANCE**

The employees of this section shall work forty (40) hours in a week consisting of five (5) consecutive work shifts. The day shift shall work from 7:30 a.m. to 4:00 p.m., Monday through Friday, with a thirty (30) minute unpaid lunch break daily. The night shift shall work from 3:00 p.m. to 12:30 a.m., Monday through Thursday, with a thirty (30) minute unpaid lunch period each shift, and Friday from 2:00 p.m. to 6:00 p.m.

**6.5 CITY HALL AND POLICE BUILDING CLEANING STAFF - PART-TIME**

Monday to Thursday inclusive	4:30 p.m. to 9:30 p.m.
Friday	4:30 p.m. to 8:30 p.m.

**6.6 CITY HALL AND POLICE BUILDING CLEANING STAFF - FULL-TIME**

Monday to Thursday inclusive	5:00 p.m. to 2:30 a.m.
Friday	5:00 p.m. to 9:00 p.m.
Weekend Shift (Friday/Saturday/Sunday)	7:00 a.m. to 7:00 p.m.

Any employee on a Weekend Shift will be required to work any statutory holiday. Rate of pay - double time for 12 hours plus 8 hours straight time for statutory holidays.

Weekend Shift - Heavy Duty Cleaner

Employees assigned to the twelve (12) hour shifts shall receive two (2) twenty (20) minute eating periods during each twelve (12) hour shift. Such employees shall receive an additional twenty (20) minutes which may be taken in conjunction with one (1) of the eating periods or separately, with the approval of management.

**6.7 ' AF OF ARK MANAGEMENT OF THE C OF PETERBOROUGH**

Basic work week for these employees consists of forty (40) hours per week, consisting of five (5) consecutive days, Monday to Friday, the hours of work daily being 7:30 a.m. to 12:00 noon and 12:30 to 4:00 p.m. and contain a thirty (30) minute unpaid lunch period. Temporary employees engaged as caretakers shall when practical be scheduled to work five (5) consecutive days of eight (8) hours each on a regular schedule. Posted schedules of hours shall be available and when possible twenty-four (24) hours notice of a change of shift will be given.

Park Booth Attendants shall be employed for a period of the year during which a park requiring Park Booth Attendant remains open to the public or for part of that period. Said attendants shall be employed for eight (8) consecutive hours per day on a shift basis for five (5) days each week. Sunday work shall be on a rotation basis. These employees shall not work for more than forty (40) hours in a week, and they shall not qualify as permanent or attain seniority even through their services may extend beyond ninety (90) continuous days.

Recognizing the need to develop and maintain outdoor ice rinks, during the appropriate season a night shift shall be established for this purpose. Employees assigned to this shift will work forty (40) hours per week consisting of five (5) consecutive work shifts of eight (8) hours each, Monday to Friday inclusive. The shift shall commence at 10:30 p.m. and finish at 7:30 a.m. and shall contain a sixty (60) minute break for lunch and rest.

## 6.8 ORESTRY TRADE PROGRAM

The objective of the program is to produce high quality forestry employees through a blend of "on-the-job" experience and academic achievement.

The forestry employee will have to demonstrate and gain the confidence of the supervisor with gradual "on-the-job" training and academic achievement in order to progress within the program and thereby undertake increased responsibility.

### Qualifications

The minimum educational requirement should be Grade 12 with preference for a College Diploma in Forestry or Horticulture. Excellent physical fitness is a prerequisite. With entry criteria requirements met, the selected applicant will enter the forestry program. The requirements of which are as follows:

Forester I            0 - 2,000 hrs.  
                               ODH - 3 credits or equivalent  
                               EUSA - Line Clearing  
                               Class "D" Licence

\* HRS. - indicate on-the-job experience  
 ODH - Ontario Diploma of Horticulture  
 EUSA - Electrical Utilities Safety Association in Line  
                               Clearing Certificate.

After all the requirements have been completed and 2,000 hours of on-the-job experience, the employee will move to the Forester II classification.

Forester II            2,000 - 4,000 hrs.  
                               ODH - 6 credits or equivalent  
                               CLASS 01 and 03 Land Exterminators Licence  
                               CPR Recertification  
                               St. John's Ambulance Course

Forester III           4,000 - 6,000 hrs.  
                               ODH - 9 credits or equivalent  
                               Advanced Safety Studies  
                               CRP Recertification

Forester IV           6,000 - 8,000 hrs.  
                               ODH - 12 credits or equivalent  
                               Supervising Studies - 1 credit  
                               CPR Recertification

The following rate equivalents will occur under the program:

Forester I	- Rate Equivalent to Tree Climber Helper
Forester II	- Rate Equivalent to Operator
Forester III	- Rate Equivalent to Skilled
Forester IV	- Rate Equivalent to Tree Climber

A grandfather clause will allow the existing staff at time of signing to fit into the new classification at their current level or remaining in the current classification.

The employee on this program may be doing a number of jobs through the entire spectrum of Forestry classification. To segment each part of his/her day in relation to the current relieving requirement would not be in keeping with the program objective. Increased responsibility and skill requirements are based upon the above format, with the degree of activity related to progression with the program.

The employee will not be entitled to the relieving clause (5.11 a)), as the initiative for direct progression and training as set and predetermined by equitable rates. Therefore the relieving clause (5.11 a)) will not apply to employees enrolled in this program while relieving within the spectrum of this program.

Only such hours employed in the forestry program will be applicable to progression.

#### **6.9 RECREATION DEPARTMENT**

The hours of work for the maintenance and development employees shall be 8:00 a.m. to 5:00 p.m. Monday to Friday. The hourly rate of pay shall be the Semi-Skilled rate.

#### **6.10 ARENAS**

The hours of work for those employees in the arenas will consist of three (3) shifts established between the hours of 6:00 a.m. to 2:00 a.m., seven (7) days per week. Each employee will work forty (40) hours per week with two (2) consecutive days off in a seven (7) day period. A premium rate of time and one-half (1 1/2) the regular hourly rate shall be paid for all time worked in excess of eight (8) hours in any one shift and for all time worked between the hours of 2:00 a.m. and 6:00 a.m.

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

Said schedules of work shall provide that the arenas will have normal operation on all holidays as set out in Article 9.1, except Christmas Day, Boxing Day and New Years Day. Should the arenas operate on Christmas Day, Boxing Day or New Years Day, employees will be entitled to premium pay.

All arena employees may accumulate up to eleven and one-half (11 1/2) additional paid days as vacation in lieu of having worked on statutory holidays.

No employee will be required to work a split shift and shall not be rescheduled from nights to days during one (1) continuous tour of duty.

The hourly rate of pay for arena employees shall be the Operator rate. An employee who transfers to the arena staff shall be paid at the Plant Maintenance Man Class B rate during the initial thirty (30) working days. An arena employee who is charged with the responsibility of the arena operation for a complete shift in the absence of a manager or working foreman shall be paid twenty (20) cents per hour.

Arena employees with three (3) years arena service and who have obtained their refrigeration papers shall be paid the appropriate rate on Schedule "A".

#### **6.11 STATUTORY HOLIDAYS**

Employees scheduled to work on a statutory holiday shall receive an additional days' vacation with pay in lieu of such statutory holiday, such additional day to be taken by mutual agreement between the employees and the supervisor of the department. Employees required to work on a statutory holiday as listed in Article 9.1 of this Agreement or, on a day proclaimed as a public holiday in the City of Peterborough by the City Council shall receive pay for each hour worked on such a day at the rate of two (2) times the regular rate (otherwise Article 9.4 of the Agreement shall apply).

#### **6.12 TEMPORARY OR PART-TIME**

In addition to the provisions of Article 5.5 of this Agreement the Employer may engage employees at any time of the year on a temporary or part-time basis in arenas provided however that at no time shall the number of temporary employees exceed more than fifty percent (50%) of the total number of permanent employees in arenas. The temporary or part-time employees shall only be employed during the evening hours and on week-ends or on any shift during school vacation periods. Such temporary or part-time employees shall not work when a permanent arena employee is not present.

Overtime shall apply to all hours worked over eight (8) hours per day or forty (40) hours per week.

The rate of pay shall be the Temporary Labour rate.

The employing of temporary or part-time employees shall not reduce the complement of permanent arena employees.

**6.13 MAINTENANCE SECTION**

Employees of this section shall work forty (40) hours per week consisting of five (5) consecutive shifts of eight (8) hours each with a one (1) hour unpaid meal period, Monday to Friday inclusive.

**6.14 AIRPORT**

Employees of the Airport shall work forty (40) hours per week consisting of five (5) consecutive shifts of eight (8) hours each with a one (1) hour unpaid meal period, Monday to Friday inclusive. Airport weekend shift shall involve one (1) Employee working on Friday/Saturday/Sunday as follows:

Winter Shift - November to April inclusive - 8:00 a.m. to 8:00 p.m.  
Summer Shift - May to October inclusive - 9:00 a.m. to 9:00 p.m.

Any employee on a weekend shift will be required to work any statutory holiday. Rate of pay - double time for 12 hours plus 8 hours straight time for statutory holiday.

Weekend Shift - Airport

Employees assigned to the twelve (12) hour shifts shall receive two (2) twenty (20) minute eating periods during each twelve (12) hour shift. Such employees shall receive an additional twenty (20) minutes which may be taken in conjunction with one (1) of the eating periods or separately, with the approval of management.

**6.15 GENERAL**

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

**ARTICLE 7 - OVERTIME**

- 7.1 All time worked by an employee in excess of the hours scheduled for such an employee in any one (1) day shall be deemed overtime, and for such time worked employees shall be paid one and one-half (1 1/2) times the regular hourly rate.
- 7.2 Any employee called in to work before or after his regularly scheduled work day or on a day off shall be guaranteed a minimum of two (2) hours' pay at one and one-half (1 1/2) times his regular hourly rate. No employee shall be laid off during his regular working schedule to equalize any overtime he may have worked.
- 7.3 Work performed on Sundays shall be paid for at the rate of double time.



7.4 Union to have access to overtime records in all departments on a monthly basis.

**7.5 Overtime and Banking**

Overtime hours may be paid for at the appropriate rate of pay or in turn may be accumulated in a banking form at the option of the employee. Should the employee wish to bank overtime hours, he/she must accordingly advise the supervisor of his/her choice of this option within twenty-four hours of the working of the said overtime.

Banking overtime may be taken in the form of paid leave at a mutually agreed time between the supervisor and the employees.

Such banked overtime shall not exceed forty (40) hours and may be accumulated between the first day of January and the first day of December of each calendar year. If the banked overtime is reduced from the 40-hour maximum, it may be replenished.

Banked overtime may be taken as paid leave in full shifts or less provided requests are made in writing twenty-four (24) hours in advance.

On December 1st of each year all banked overtime shall be paid out at the earned rate if it has not been utilized.

Banked overtime may not be used to interfere with the vacation schedule. Employees utilizing vacation will receive preference to the time off over those using banked overtime.

Overtime that is banked shall be withdrawn at the same value in order to accommodate the rate of pay in effect at the time it was earned.

**ARTICLE 8 - SHIFT BONUS**

8.1 The night shift shall be defined as a shift, the starting time of which is 4:00 p.m. or after the quitting time of the regular day shift, and is also more than four (4) hours in advance of the starting time of the day shift. An employee who performs work on the night shift will be paid a shift bonus of fifty (50) cents per hour (effective July 1, 1989) (and fifty-five (55) cents per hour (effective July 1, 1990) for each hour actually worked during such night shift. An hourly shift bonus will also be paid for all hours worked when the hours worked after 4:00 p.m. amount to four (4) hours or more and constitute part of a regular shift.

8.2 In addition to the provisions of Article 8.1 an employee who is scheduled to work on a Saturday or a Sunday as part of a regular forty (40) hour per week schedule, shall be paid a shift bonus of fifty (50) cents per hour (effective July 1, 1989) (and fifty-five (55) cents per hour effective July 1, 1990) for each hour actually worked on a Saturday or Sunday.

ARTICLE 9 - HOLIDAYS

9.1 The following days are recognized as legal holidays for the purpose of this Agreement:

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

There shall be an additional one-half (1/2) day recognized holiday to be taken the last four (4) hours of the shift on the last working day prior to Christmas plus any day proclaimed as a public holiday by the Mayor or Council of the Corporation of the City of Peterborough.

9.1A Garage and Motor Vehicle Maintenance Section Employees and City Hall and Police Building Cleaning Staff who would normally work the night shift on December 24th shall, in lieu thereof, work the night shift on the day proclaimed as Boxing Day, and the same employees who would normally work the night shift on December 31st, shall, in lieu thereof, work the night on January 1st.

9.2 When no work is performed on any of the above holidays an employee shall receive a full day's pay at his regular current rate. Whenever any such day falls on Saturday or Sunday and is not proclaimed as being observed on some other day the employees shall be granted a day off with pay on either the preceding Friday or the following Monday.

9.3 An employee to qualify to be paid for a statutory or proclaimed holiday must work his regular shift before and after such holiday unless the said employee was on vacation, absent under the Sick Leave Provisions Article 16, on leave of absence with pay, on leave of absence without pay for less than three (3) successive days, or on a regular scheduled day off for those employees working on a seven (7) day shift basis, or other approved absence.

9.4 Whenever a holiday occurs on a regular scheduled working day during vacation the employee shall receive an additional day of vacation with pay. Any employee who performs work on any of the above eleven and one-half (11 1/2) holidays, or on a day proclaimed as a holiday, shall receive the holiday mentioned in this Agreement, and shall in addition be paid twice (2 times) his regular rate for the work performed on such days. Any employee called in to work on any of the City legal or proclaimed holidays will be guaranteed four (4) hours' work if called in to work in the forenoon and four (4) hours' work if called in to work in the afternoon except on New Year's Day and Christmas Day when he shall be guaranteed eight (8) hours' work if called in to work at any time on these particular days.

**ARTICLE 10 - VACATIONS**

- 10.1 Employee shall be entitled to an annual vacation or payment in lieu thereof as follows:
- (a) An employee with less than one (1) year's service as of July 1st, shall be entitled to vacation at the rate of one (1) day for each complete calendar month of service, to a maximum of eight (8) days.
  - (b) On completion of one (1) year of service, as of July 1st, an employee shall be entitled to two (2) weeks' vacation.
  - (c) An employee shall be allowed three (3) weeks' vacation in the calendar year in which his third (3rd) anniversary falls.
  - (d) An employee shall be allowed four (4) weeks' vacation in the calendar year in which his tenth (10th) anniversary falls.
  - (e) An employee shall be allowed five (5) weeks' vacation in the calendar year in which his seventeenth (17th) anniversary falls.
  - (f) An employee shall be allowed six (6) weeks' vacation in the calendar year in which his twenty-fifth (25th) anniversary falls.
  - (g) Where the vacation period taken by an employee includes one or more statutory holidays in such vacation period, his vacation shall be increased by one (1) day for each holiday so included within such period.
  - (h) An employee shall not be permitted to forego his vacation period so that he may obtain pay in lieu of time off for vacation.
  - (i) Vacation shall be taken during the year in which it applies, unless otherwise approved by the City Administrator.
  - (j) In the event of the death of an employee, his heirs, or his estate shall be entitled to receive such vacation pay as may stand to his credit, subject to the necessary Succession Duty Releases being filed with the City Treasurer.
  - (k) An employee terminating his employment with the City after the first (1st) of July in any calendar year shall receive two percent (2%) of earnings from July 1st for each week of entitlement, less any vacation taken.
  - (l) An employee with three (3) or more years of service shall have priority for his/her choice of vacation time for the period of entitlement in excess of two (2) weeks, but the final decision shall rest with the employer.
  - (m) If an employee is hospitalized or requires surgical or medical treatment which will extend into the period of his/her planned vacation, that employee shall have the right to sign for an alternative vacation period at a later date. Such alternative vacation period to be taken at a mutually agreed time.

**ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 Leave of absence with pay shall be granted to such officers or duly appointed representatives of the Union who may be required to attend meetings called under the jurisdiction of the Ontario Labour Relations Board, or to attend wage and contract negotiations, grievance work, or any other business that may properly come between the Employer and the Union.
- 11.2 Reasonable leave of absence without pay shall be granted to Union officers or delegates to attend Union conventions, or other Union business provided each request is received in writing by the Personnel Director seventy-two (72) hours in advance of such requirement.
- Upon request, employees on leave of absence for union business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.
- 11.3 The Employer may grant leave of absence without pay for any period up to six (6) months, and the said leave of absence shall not affect the employee's seniority.
- 11.4 An employee shall be entitled to five (5) days' leave of absence with pay, provided that such days fall on regular working days, to attend the funeral of an employee's spouse, son or daughter. An employee shall be entitled to three (3) days' leave of absence with pay, provided that such days fall on regular working days, to attend the funeral of a member of his immediate family. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, son-in-law and daughter-in-law. The Employer shall be entitled to demand proof of the death and relationship. None of these three (3) days' leave of absence may be taken after the day of the funeral except in a case where the funeral is held at a place more than one hundred and sixty, point nine (160.9) kilometers distant from the City of Peterborough, in which case an extra day, being the day following the funeral, will be granted. An employee on such leave of absence shall receive pay in accordance with the number of hours that he would regularly be scheduled to work on such days.
- 11.5 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment he receives for jury service or court witness, including payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

### 1.1.6 **Maternity Leave**

The Employer shall grant an employee a maternity leave of a minimum of three (3) and a maximum of *six* (6) months without pay and without loss of seniority upon reasonable notice provided:

- (a) Such employee has completed **six** (6) months of continuous service prior to the starting time of such leave.
- (b) Such written request is made at least one (1) month prior to the proposed starting date of the leave.
- (c) During such leave the employee's benefits under Article 16, shall be continued by the city. If the leave of absence is extended by the Employer, beyond four (4) months, the employee shall pay the cost of such benefits for the period of the extension.
- (d) If the employee fails to return to employment, or returns for a period of less than two (2) months continuous employment, the Employer shall have the right to recover the full cost of the premiums from the commencement of such leave.
- (e) Replacement employees for maternity leave may be hired when required, for longer than six (6) months and still be deemed to be temporary employees, exempt from the provisions of Article 5.5.

## **ARTICLE 12 - STRIKES AND LOCKOUTS**

- 12.1 During the continuance of this Agreement the Employer agrees that there shall be no lockouts and the Union agrees that there be no slow-down, strike, or other stoppage of work.

## **ARTICLE 13 - BULLETIN BOARDS**

- 13.1 The Employer agrees that their bulletin boards shall be available to the Union for posting notices.

## **ARTICLE 14 - WORKING CONDITIONS**

- 14.1 The Employer agrees to provide heated accommodations for use of the employees during noon lunch period, such accommodations to be kept in a reasonable state of cleanliness.
- 14.2 The Employer agrees to provide raincoats and hats for the use of all permanent and temporary employees required to work outdoors in rainy weather, such equipment to remain the property of the Employer and to be signed for by the employee each time he takes into his possession such equipment, and to provide tarpaulin covers for trucks used in transporting employees to and from their jobs. Rubber boots to be provided to those employees who require same.
- 14.3 Prior to the taking over of any piece of mechanical equipment an employee of the Employer is to satisfy himself of its serviceability and completeness of equipment, and report in writing to his foreman immediately if the equipment is not satisfactory in all respects.

14.4 The Employer agrees that each employee is entitled to a ten (10) minute rest period in the forenoon on each working day, and a ten (10) minute rest period in the afternoon on all working days, and for the Garage and Motor Vehicle Maintenance Section those employees not working the day shift will have two (2) rest periods, the times of which will be designated.

14.5 Permanent employees will be issued the following clothing as required to be replaced on the basis of need. The employee will be responsible for the cleaning and maintenance of issued garments.

Building Cleaning Staff

Male Staff: Two (2) pairs of uniform trousers, three (3) uniform shirts.

Female Staff: Two (2) ladies uniform pant suits.

Rubber gloves as required.

Building Maintenance Staff

Two (2) pairs of uniform trousers, three (3) uniform shirts, one (1) medium weight windbreaker, and one (1) winter parka.

Coveralls as required.

Board of Park Management

Two (2) pairs of uniform trousers, three (3) uniform shirts, three (3) T-shirts, one (1) medium weight windbreaker, and one (1) winter parka.

Coveralls as required.

Arena

Two (2) pairs of uniform trousers, three (3) uniform shirts, one (1) medium weight windbreaker and one (1) winter parka.

Coveralls as required.

Recreation Department

Two (2)-pairs of uniform trousers, three (3) uniform shirts, one (1) medium weight windbreaker and one (1) winter parka.

Public Works

Two (2) pairs of uniform trousers, three (3) uniform shirts, three (3) T-shirts, one (1) medium weight windbreaker, and one (1) winter parka.

Coveralls as required. Boots as required by employees on oiling machine or unloading oil. Gloves to employees of the Sanitation Section as required.

Sewage Treatment Plant

Two (2) pairs of uniform trousers, three (3) uniform shirts, three (3) T-shirts, one (1) winter parka and one (1) medium weight windbreaker.

Coveralls as required.

14.6 In addition, an annual allowance of up to eighty-five dollars (\$85.00) (effective on ratification) [ninety dollars (\$90.00) effective July 1, 1990] will be paid to each permanent employee, upon submission of receipt, to assist in the purchase of appropriate C.S.A. approved safety footwear.

14.7 Where identifying shoulder flashes are supplied, they will be appropriately worn.

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 become 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.

**ARTICLE 15 - TRANSPORTATION FOR BUILDING MAINTENANCE EMPLOYEES**

15.1 Employees of the Building Maintenance Division who have accepted positions where the postings have stipulated that the successful candidate must provide his/her own transportation in order to fulfill the job requirements, must do so. Employees of this Division who have accepted positions for postings which did not require a vehicle will not be required to provide the same.

Where future postings of vacancies in the Building Maintenance Division require that the successful candidate provide his/her own transportation in order to fulfill the requirements of the job, the successful candidate must, as a condition of employment, accept the same.

Employees using their own vehicles will be reimbursed in accordance with the Corporate Policy on Mileage.

**ARTICLE 16 - WELFARE**

**16.1 SICK LEAVE**

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

Full pay will only continue to the exhaustion of the employee's sick leave credits.

In the case of illness of an immediate member of an employee's family, and where there is no one at the employee's home other than the employee, who can provide for the needs of the **ill** person, the employee may, with the approval of the Administrator, be entitled to use a maximum of five (5) accumulated sick leave days per illness, to care for the **member** of the family who is **ill**.

- 16.2 All employees shall be entitled to accumulated sick leave at the rate of one and one-half (1 1/2) days per month, commencing with the date of employment, and shall accumulate from year to year. New employees, on completion of their probationary period, shall be credited with four and one-half (4 1/2) days sick leave.
- 16.3 Sick leave is payable and deductions shall be made from accumulative sick leave, for all days absent for sick leave as defined in Article 16.1.
- 16.4 A record of all unused sick leave will be kept by the Employer. Immediately after the close of each year any Employee is to be advised, on application, of the amount of sick leave accrued to his credit.
- 16.5 Upon termination of employment (other than by death or retirement), the employee shall be entitled to the equivalent in cash of fifty percent (50%) of the total accumulated sick leave standing to his credit, not to exceed 180 days. In the event of death, or upon attaining the normal retirement age, an employee (or the estate of an employee), shall be entitled to the cash equivalent of the full equivalent, not to exceed 180 days. Normal retirement for the purpose of this plan shall be sixty-five (65) years of age. When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.
- 16.6 **An** employee may be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee was unable to carry out his duties due to such illness.

FOR CLARIFICATION OF ARTICLE 16 SEE CORPORATION BY-LAW ATTACHED.

#### **16.7 BENEFIT PROGRAMMES**

The Employer will contribute as follows:

- (1) To the Ontario Health Insurance Plan an amount equal to 100% of the rate applicable to the subscribing employee. The coverage will be for standard ward.
- (2) To Group Insurance an amount equal to 100% of the premium applicable to the subscribing employee. Coverage under this plan to be one and one-half (1 1/2) times the annual salary to a maximum of \$50,000.00.
- (3) To an Extended Health Care \$10/\$20 deductible for each subscribing employee 100% of the premium cost applicable to the subscribing employee.
- (4) To Semi-Private Blue Cross an amount equal to 50% of the premium until January 1, 1990 and 100% (effective January 1, 1990) of the premium applicable to the subscribing employee.



- (5) To Blue Cross an amount equal to 100% of the premium applicable for Dental Plan #9 (Current O.D.A. Schedule less one year).
- (6) Vision Care Plan to provide for family coverage up to \$150.00 every 24 months (effective January 1, 1990 and from \$150.00 to \$200.00 effective January 1, 1991).

- 16.8 An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his regular salary for a maximum period of six months.
- 16.9 The City will continue payment of O.H.I.P., Blue Cross, Extended Health, Semi-Private Health Care Coverage or equivalent for any employee from the date of normal retirement to the age of 65. However, the City 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 17 - GRIEVANCE PROCEDURE**

- 17.1 The Employer and the Union agree that the prompt and effective settlement of a grievance is desirable and should be expedited. In order to permit the effective and equitable adjustment of grievances, the parties agree to adjust any complaints or grievances through the regular grievance procedure hereinafter set forth.
- 17.2 The Union will elect a Grievance Committee consisting of the President and Secretary of the Union, the Chief Steward and a representative of each City department or of the Board concerned in any particular grievance, but if such grievance concerns only one City department the representative of that group, or the employees of the Board, with the Secretary and President shall be the Grievance Committee dealing with the particular grievance.
- 17.3 Should any dispute or grievance arise between the Employer and the Union there shall be no suspensions of work on the part of the Employer or employee on account of such dispute or grievance, but instead an earnest effort shall be made promptly to adjust such grievance or dispute by negotiation.
- 17.4 A dispute of grievance shall not be discussed with Union representatives when individual or group stoppages occur until the Employees participating in the stoppage have returned to work.
- 18.5 The steps to be taken successively shall be as follows:
- Step 1 Any aggrieved employee may orally discuss the grievance with his general foreman and may be accompanied, if requested by the employee, by his Steward.

- Step 2 The aggrieved employee, or employees, shall reduce the grievance to writing and hand the written grievance to his general foreman. The general foreman is not empowered to make a decision for the Employer but will give the written grievance to his superintendent. The superintendent may make a decision or may desire to first consult his superior regarding the matter.
- Step 3 The superintendent's decision in respect to the grievance, whether made orally or in writing, shall be rendered in writing to the aggrieved employee, or employees, and the Union within three (3) days.
- Step 4 After receiving the superintendent's decision the Union will advise the City Administrator or his appointee within a period of three (3) working days of its dissatisfaction and its desire to lay the grievance before the City Administrator or his appointee. The City Administrator or his appointee will arrange a meeting, if it is requested, with the Grievance Committee within three (3) working days from the date that he received the grievance, or at any time mutually agreed upon between the parties.
- Step 5 The City Administrator or his appointee, if the Union brings a grievance to him will have seven (7) working days from the date of the meeting referred to in (4) above to give his decision.
- Step 6 If no settlement is arrived at as the result of the services of the City Administrator or his appointee within fourteen (14) clear working days, the case may be referred to arbitration within a further period of fifteen (15) clear working days.
- Step 7 The Union will inform the Employer of its intention to refer the case to arbitration within twenty-one (21) days after the final step of the grievance procedure has been completed.
- Step 8 A dispute or grievance may not be submitted at Step 1 if the dispute or grievance concerns circumstances which originated or occurred more than fifteen (15) working days prior to the grievance or dispute.

NOTE: It is understood that "working days" excludes Saturdays, Sundays and Statutory Holidays.

#### **ARTICLE 18 - ARBITRATION**

- 18.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the names of the appointee to an arbitration board.

The recipient of the notice shall, within fourteen (14) days, advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) days, appoint a third person who shall be chairman. If the recipient of the notice fails to make an appointment, or if the two appointees fail to agree upon a chairman, within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of any party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairman shall govern.

- 18.2 The board of arbitration shall not have jurisdiction or authority to alter or modify any of the provision of this Agreement, or to add any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.

#### **ARTICLE 19 - NEW JOB CLASSIFICATIONS**

- 19.1 If a new job is established, the Employer will set a rate for the job and immediately notify the Union. If this rate is acceptable to the Union it becomes the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer concerned, and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If these negotiations fail to produce a satisfactory rate, the Union shall have the right to have a rate fixed by a board of arbitration in a similar manner as outlined in the grievance procedure with respect to arbitration.

#### **ARTICLE 20 - DISCHARGE CASES**

- 20.1 When any Employee is suspended or discharged, the employee's steward will be notified the same day and a written statement of the reason for such suspension or discharge will be provided to the Employee.

#### **ARTICLE 21 - WAGES**

- 21.1 The hourly rates to be paid to employees shall be in accordance with the schedule marked "Schedule "A" attached hereto, and shall be the minimum rate of wages. After the completion of a probationary period of sixty-five (65) working days within a period of six (6) consecutive months the minimum pay will be the labour rate except for Employees engaged under the provisions of Article 5.5 herein.



LOCATION OF A m

This Agreement shall be effective as of and from the first day of July, 1989,  
until the thirtieth day of June, 1991. Either party to this Agreement may  
within ninety (90) days of termination of this Agreement, present to the other  
party in writing proposed terms of a new or further Agreement and/or amendments  
to this Agreement, and a conference shall be held within twenty (20) days, at  
which time the Parties will commence negotiations on the proposed amendments  
and/or the terms of a new Agreement.

Signed this 31 day of January, 1990.

On Behalf of:

**THE CORPORATION OF THE CITY  
OF PETERBOROUGH**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504**

(Sgd) S. Sutherland  
MAYOR

(Sgd) M.W. Ray  
PRESIDENT

(Sgd) D. W. Oakes  
CITY CLERK

(Sgd) B. Downie  
VICE PRESIDENT

**THE BOARD OF PARK MANAGEMENT  
CITY OF PETERBOROUGH**

(Sgd) B. Bridgwater  
RECORDING SECRETARY

(Sgd) J.E. Lewis  
CHAIRMAN

(Sgd) W. Burford  
SECRETARY

(Sgd) W. Schofield  
SECRETARY

(Sgd) M. Collins  
CHIEF STEWARD

(Sgd) M.H. Hynes  
SEVERALLY WITNESSED

(Sgd) R.G. Anderson  
DISTRICT REPRESENTATIVE

:BDD

**SCHEDULE "A"**

<u>Position</u>	<u>July 1/89</u>	<u>July 1/90</u>	<u>Jan 1/91</u>
Cleaner, Light Duty	\$ 9.78	\$10.27	\$10.37
Temporary Labour Rate	10.34	10.86	10.97
Car Parking Attendant (including supervisory duties)	10.34	10.86	10.97
Starting Labour Rate	11.87	12.46	12.58
Permanent Labour Rate	13.06	13.71	13.85
Plant Maintenance Man-Class B	13.16	13.82	13.96
Cement Finisher Helper	13.33	14.00	14.14
Sewage Treatment Labour Rate	13.34	14.01	14.15
Semi-Skilled Rate	13.68	14.36	14.50
Building Maintenance Person	13.68	14.36	14.50
Forester I	13.68	14.36	14.50
Airport Maintenance	13.68	14.36	14.50
Maintenance & Development Recreation Division	13.68	14.36	14.50
Carpenter - Grade B	13.87	14.56	14.71
Tractor Operator	13.98	14.68	14.83
Forester II	13.98	14.68	14.83
Arena Operator	13.98	14.68	14.83
Truck Operator	13.98	14.68	14.83
Sanitation Task Two-Man Crew	14.49	15.21	15.36
Sanitation Task One-Man Crew	14.83	15.57	15.73
Greaser With Licence Regular	14.12	14.83	14.98
Arena Operator (3 year/refrig,papers)	14.12	14.83	14.98
Sewage Treatment Semi-Skilled	14.02	14.72	14.87
Skilled Rate	14.33	15.05	15.20
Small Animal Control	14.33	15.05	15.20
Sewer Camera Operator Relief Position	14.33	15.05	15.20
Forester III	14.33	15.05	15.20
Asphalt Cut Repair Operator	14.33	15.05	15.20
Forester IV	14.59	15.32	15.47
Grader Operator	14.59	15.32	15.47
"A" Licence (Patch Master)	14.59	15.32	15.47
Sewage Treatment Operator (Basic Course Grad.)	14.28	14.99	15.14
Sewage Treatment Certified Operator	14.65	15.38	15.53
Building Maintenance Person - Class A	14.65	15.38	15.53
Licensed Body and Paint Man	15.82	16.61	16.78
Licensed Mechanic Regular	15.82	16.61	16.78
Sewage Treatment Plant Maintenance	15.15	15.91	16.07
Working Foreman	16.13	16.94	17.11
Mechanic Foreman	16.89	17.73	17.91
Beavermead Park First Year	9.48	9.95	10.05
Beavermead Park Second Year	9.88	10.37	10.47
<u>WEEKEND RATES</u> = (Regular Rate x 40)			
	30		
Parks	15.53	16.31	16.48
Public Works	15.53	16.31	16.48
Building Maintenance	15.53	16.31	16.48
Airport Maintenance	15.53	16.31	16.48
Licensed Mechanic	17.58	18.46	18.64
Greaser With Licence	15.69	16.48	16.64
Working Foreman	17.92	18.82	19.01

**BY-LAW NUMBER 4833 AS AMENDED BY BY-LAW 4938, 5117, 5172, 5260**

Being a By-law to provide a plan of Sick Leave gratuities for Employees of the City of Peterborough.

PASSED the 19th day of December, 1949.

WHEREAS by Sec. 404, sub.sec. 41 b of the Municipal Act Council of Municipalities are authorized to pass by-laws for providing a plan of sick leave credit gratuities for employees of said municipalities.

AND WHEREAS it is deemed advisable and expedient to pass such a by-law to provide for the employees of the City of Peterborough.

NOW THEREFORE THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF ENACTS AS FOLLOWS:

1. 'Employee' shall mean any person designated as an employee by the Department of Municipal Affairs and shall include any salaried officer, clerk, workman, servant, or other person in the employ of the municipality or of a "Local Board" as defined by the Department of Municipal Affairs Act, R.S.O. 1950, Chapter 96, Sec. 1(d) save and except Officers and Constables of the Police Force under the authority and jurisdiction of the Board of Commissioners of Police of the City of Peterborough.

2. An Accumulative Sick Leave Plan shall be established for all employees of the City of Peterborough on January 1st, 1950 save and except all Officers and Constables of the Police Force under the authority and jurisdiction of the Board of Commissioners of Police of the City of Peterborough.

3. Every employee, who has performed three years' service and provided he has had a good and satisfactory record in regard to sick leave during said employment, shall be granted a credit of 45 days on his accumulative sick leave to be applied upon the total period of his service.

4. Sick leave may be accumulated at the rate of 1 1/2 days of sick leave for each month of service dating from January 1st, 1950.

5. There shall be no limitation on the amount of sick leave that may be accumulated.

6. If an employee is absent from work through a Workmen's Compensation case, there will be no sick leave allowance but accumulated sick leave will not be diminished during such absence from employment.

6(a). If an employee is absent from work due to sickness caused by pregnancy, no sick leave allowance shall be granted but leave of absence may be granted on request.

6(b). Any employee suffering an accident or injury while gainfully employed outside his employment with the City shall not be permitted to use his sick leave credits to receive pay from the City for one or more absences from employment with the City due to such accident or injury.

7. Salaried employees shall report their illness within 30 minutes after the day's starting time and employees receiving hourly rates of pay shall report their illness during the first day on which said employee is absent from his work, and such report shall be made to his foreman or higher officer of his Department.

8. The head of each Department shall be responsible for satisfying himself that an employee claiming sickness as the reason for his absence from work is actually sick, and may set out his own rules of procedure in this connection for his own staff members.

9. Temporary employees shall not come within the provisions of the Sick Leave Plan nor will they be granted sick leave with pay.

10. Employees who are discharged or who voluntarily leave the City's employment shall receive no credits or remuneration for unused accumulated sick leave.

11. Weekly half-holidays, statutory and special holidays, and regular days off from employment, in accordance with any established plan for the Department concerns, shall not form part of an illness period or be chargeable against the accumulated sick leave.

12. Employees who are off work with leave of absence but without pay, or any employee who is laid off on account of lack of work, shall not receive credit for such periods for accumulated sick leave but such absence shall not reduce the accumulated sick leave credit of said employee.

13. When an employee has been absent on account of illness for a sufficient period to exhaust his accumulated sick leave pay, said employee shall not receive a monthly credit toward sick leave for the remainder of the time he may be absent on account of such illness.

14. When an employee has been absent on account of illness for a number of days exceeding his total accumulated sick leave credit, he shall not be paid for such excess days of illness.

15. (1) There shall be appointed by the City Council a Board of Review, consisting of not less than three heads of Departments, which Board shall review the case of an employee persistently claiming sick leave and all other matters touching sick leave referred to it by the head of any Department and the Head of the Department concerned shall during the consideration of the case be a member of the Board of Review, and the Board shall make factual reports and recommendations to the Finance Committee in respect to each case with which it deals. (The Board consists of: The City Treasurer, the City Engineer and the City Clerk.)

(2) The Board of Review appointed pursuant to sub. section 1 shall have no authority over and its decision shall not extend to any Officer or Constable of the Police Force under the authority and jurisdiction of the Board of Commissioners of Police of the City of Peterborough.

16. The head of any civic Department shall not place any salaried employee permanently on his staff until the employee concerned shall have filed with him a medical certificate from a duly qualified medical practitioner, stating that the employee is in good health and is not suffering from any ailment which might be expected to cause absence from work.

17. **An** employee on the termination of his employment shall be entitled to an amount equal to his salary, wages or other remuneration for one-half of the number of days standing to his credit for his accumulated unused Sick Leave and in any event not in excess of the amount he would have earned in six months, at the rate received by him immediately prior to the termination of employment.

- (a) **An** employee who is being retired on pension may use one-half the accumulated sick leave standing to his credit during varying periods of absence from work during the last three years of his employment service, OR
- (b) He shall be given leave of absence for half the period standing to his credit, with pay, before his retirement, OR
- (c) If the employee so selects, the City will pay his salary in full for the period applicable to him immediately following his retirement.

(Sgd.) Max J. Swanston  
\_\_\_\_\_  
MAYOR

(Sgd.) E.A. Outram  
\_\_\_\_\_  
CLERK



**Letter of Understanding**

Between

The Corporation of the City of Peterborough and

The Board of Park Management of the City of Peterborough

and

The Canadian Union of Public Employees and Its Local #504,  
The Peterborough Civic Employees Union

The parties do hereby agree to the introduction of a weekend shift within the Parks operation.

The hours of such shift shall be 8:00 a.m. to 8:00 p.m. commencing Friday at 8:00 a.m. and continuing to Friday at 8:00 p.m., Saturday 8:00 a.m. to 8:00 p.m. and Sunday 8:00 a.m. to 8:00 p.m.

Employees assigned to the twelve (12) hour shifts shall receive two (2) twenty (20) minute eating periods during each twelve (12) hour shift. Such employees shall receive an additional twenty (20) minutes which may be taken in conjunction with one (1) of the eating periods or separately, with the approval of management.

The provisions of this shift shall be available to permanent staff only.

There shall be a maximum of three (3) permanent employees on this shift one of which shall be a Foreman and the others shall be paid at the Operator's rate.

These positions will be posted according to Article 5.9.

Salary shall be computed on the basis of the normal hourly rate for the above positions x 40 hours/36 hours to arrive at an hourly rate.

This Letter of Understanding may be cancelled by either party serving upon the other party a request for cancellation in writing and such cancellation shall be subject to 30 day's notice.

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

(Sgd) M.H. Hynes

(Sgd) B. Downie

(Sgd) D.E. Nielsen

(Sgd) M.W. Ray

\_\_\_\_\_

(Sgd) B. Bridgwater

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(Sgd) M. Collins

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Letter of Intent  
Between

The Corporation of the City of Peterborough and  
The Board of Park Management of the City of Peterborough

and

The Canadian Union of Public Employees and its Local #504,  
The Peterborough Civic Employees Union

The parties do hereby agree to a Midnight shift for Mechanics in the Public Works Division.

The hours of work for this shift shall normally be 11:00 p.m. to 7:30 a.m., and shall normally commence on Sunday night at 11:00 p.m. and complete the tour of duty Friday a.m. at 7:30.

During the period of the year that the Summer Hours are in effect the timing of this particular shift will be adjusted to 9:00 p.m. to 7:30 a.m. and four tours of said shift shall constitute a week of work. If more than one Mechanic is assigned to this shift, the first Mechanic shall work Sunday night and complete his 40 hours tour of duty on Thursday a.m. The second Mechanic shall commence his shift on Monday night at 9:00 a.m. and complete his 40 hour tour on Friday at 7:30 a.m.

Mechanics on staff prior to June 25, 1981 and represented by C.U.P.E. Local #504 shall not be required to work the Midnight shift except in the case of relief during the procurement of new staff for these shifts, vacations or emergencies. Should it be necessary to provide coverage, coverage will be provided on the rotation basis which shall not extend beyond three months and shall not require any individual hired prior to June 25, 1981 to be assigned to one of these shifts for more than a four-week period.

It is further agreed that these provisions shall form part of Article 67-Working Schedule in the current Collective Agreement and shall not be the subject of negotiations for a new Collective Agreement.

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

(Sgd) M.H. Hynes

(Sgd) B. Downie

(Sgd) D.E. Nielsen

(Sgd) M.W. Ray

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(Sgd) B. Bridgwater

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(Sgd) M. Collins

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Letter of Intent

Between

The Corporation of the City of Peterborough and

The Board of Park Management of the City of Peterborough

and

The Canadian Union of Public Employees and Its Local #504,  
The Peterborough Civic Employees Union

The parties do hereby agree to a Weekend Shift for Mechanics in the Public Works Division as follows:

**Shift "A"**

Friday - 7 a.m. to 7 p.m.  
Saturday - 7 a.m. to 7 p.m.  
Sunday - 7 a.m. to 7 p.m.

**Shift "B"**

Friday - 7 p.m. to Saturday 7 a.m.  
Saturday- 7 p.m. to Sunday 7 a.m.  
Sunday - 7 p.m. to Monday 7 a.m.

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

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

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

(Sgd) M.H. Hynes

(Sgd) B. Downie

(Sgd) D.E. Nielsen

(Sgd) M.W. Ray

(Sgd) B. Bridgwater

(Sgd) M. Collins

**Letter of Understanding**

Between

The Corporation of the City of Peterborough

and

C.U.P.E. Local #504

The parties do hereby agree to implement a Long-Term Disability Insurance Plan effective January 1st, 1987.

The said Insurance Plan is established in conjunction with the Corporation's policy with Mutual Life Assurance Company of Canada.

The Corporation agrees to administer the Plan and deduct 100% of the premiums for this Plan from the individual members of C.U.P.E. Local #504.

C.U.P.E. Local #504 agrees that the Plan will require mandatory enrolment for all current and future permanent employees represented by C.U.P.E. Local #504.

This Plan shall remain in effect from January 1st, 1987 to such time as modified or the Local determines the discontinuation of said plan.

The premiums will be established by Mutual Life Assurance Co. of Canada.

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

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(Sgd) B. Downie

(Sgd) D.E. Nielsen

(Sgd) M.W. Ray

(Sgd) B. Bridgwater

(Sgd) M. Collins

**Letter of Understanding**

Between

The Corporation of the City of Peterborough

and

C.U.P.E. Local #504

It is agreed that the following employees that accepted postings requiring that they provide their own transportation as required to carry out their job responsibilities shall hereafter provide same as per the collective agreement.

- Richard Baptie - Building Maintenance "A"
- Phil Jacobs - Foreman
- Chris Sharp - Kingswood Semi-Skilled
- Paul Artymko - Kingswood Weekend Shift

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

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(Sgd) B. Bridgwater

\_\_\_\_\_

(Sgd) M. Collins

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**Letter of Intent**

Between

The Corporation of the City of Peterborough and  
The Board of Park Management of the City of Peterborough

and

The Canadian Union of Public Employees and its Local #504  
The Peterborough Civic Employees Union

The parties do hereby agree that "Employees assigned to the twelve (12) hour shifts shall receive two (2) twenty (20) minute eating periods during each twelve (12) hour shift. Such employees shall receive an additional twenty (20) minutes which may be taken in conjunction with one (1) of the eating periods or separately, with the approval of management."

It is further agreed that these provisions shall form part of Article 6-Working Schedule in the current Collective Agreement, replacing existing wording related to the provision of six (6) ten (10) minute breaks.

Dated at Peterborough this 31st day of January, 1990.

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #504, THE PETERBOROUGH  
CIVIC EMPLOYEES UNION

THE CORPORATION OF THE  
CITY OF PETERBOROUGH

(Sgd) W. Burford

(Sgd) M.H. Hynes

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(Sgd) B. Bridgwater

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(Sgd) M. Collins

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