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EFF.	88	01	01
TERM.	88	12	31
No. OF EMPLOYEES	100		

January 1, 1988 - December 31, 1988

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

(hereinafter called "The City")

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 126 THE PETERBOROUGH CITY
HALL EMPLOYEES UNION

(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 City's affairs, it is desirable and necessary that there shall remain harmonious relations between the City Council, the City Administrator, the Heads of Departments 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 Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the City and its employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the City 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; to effectuate the foregoing, the City hereby covenants and agrees with the Union as follows:

ARTICLE 1 - DEFINITIONS

- 1.1 "Council" shall mean the Council of the Corporation of the City of Peterborough, Ontario.
- 1.2 "**Employee**", under this Agreement, shall mean any person in the employ of the City under the supervision of the City Administrator, and eligible for membership in the Union.
- 1.3 For the purpose of this Agreement the terms "**temporary**", "**probationary**" and "**permanent**" employees shall be interpreted to mean:
- (a) Temporary employees: The term "temporary employees" applies to employees who are hired by the City for a specific job for a limited duration. A temporary employee shall not work beyond a total of six (6) months in any consecutive twelve-(12) month period on a specific job assignment; however the same temporary employee may be re-hired as a temporary replacement more than once during twelve (12) consecutive months, provided each assignment is to a different position within the City organization.
 - (b) Probationary employees: The term "probationary employees" applies to employees who are hired by the City as part of the permanent establishment, and will be designated as "permanent employees" after satisfactorily completing their six (6) month probationary period.

- (c) Permanent employees: The term "permanent employees" applies to employees who have satisfactorily completed their six-(6) month probationary period, and who are considered as part of the permanent establishment of the City.
 - (d) Temporary or probationary employment, for any reason not contrary to law, may be terminated by the employer, and there shall be no recourse thereto on the part of the employee, the Grievance Committee of the Union, or the Union.
- 1.4 "Executive Committee" shall mean all employees of the City who are officers of the Union elected in accordance with the provisions of the Union's constitution. In the event of an amalgamation or merger of the Union with one 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.
- 1.5 "Union" shall mean The Canadian Union of Public Employees Local 126, the Peterborough City Hall Employees' Union, chartered under the Canadian Union of Public Employees, affiliated with the Canadian Labour Congress.
- 1.6 "Department Head" shall mean any person designated by the City Administrator as responsible for administering a department.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.1 The City recognizes The Canadian Union of Public Employees and its Local 126, 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 504; Peterborough Civic Employees; Canadian Labour Congress; 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; employees of Fairhaven Home for the Aged; Superintendents of the Public Works Department; Heads of Departments; Deputy Heads of Departments which the City and the Union may agree from time to time exercise managerial functions; Nurses; professional Engineers or any person who is regularly employed by the City for not more than twenty-four (24) hours per week.

ARTICLE 3 - UNION SECURITY

- 3.1 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 City, 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.

- 3.2 The City shall deduct from permanent employees, including temporary employees who are hired on a minimum twenty-four (24) hour-a-week basis, the appropriate assessment for Union Dues as determined by the Local 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.
- 3.3 (a) Every new employee shall serve a probationary period of six (6) months and on completion of said six (6) months, the seniority shall date from the day on which he commenced his employment. During the probationary period employees will be entitled to all rights and privileges of this Agreement, except with respect to discharge.
- (b) A temporary employee, if hired as a permanent employee for the position he/she has been employed in, shall have fifty percent **(50%)** of their time served, up to a maximum of three **(3)** months, waived from their six (6) month probationary period. The start of this waived period shall serve as the employee's seniority date. Such employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge, from their permanent date **of** hire.
- 3.4 The Union Secretary shall be advised in writing by the City Treasurer within five **(5)** working days of all temporary and probationary appointments as covered by this Agreement, the salary to be paid, and the probable length of such employment.
- 3.5 The City Administrator shall advise in writing the Union's Secretary of all City Administration decisions dealing with wage adjustments, reclassifications and changes in anniversary dates of all employees concerned in this Agreement within one (1) week of the Administrator's decision.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Union recognizes the rights conferred upon the City by the Statute, and the right **of** the City to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this 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 3 of this Agreement.

- 4.2 The Union further recognizes the legal right of the City 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 City. The City 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 Agreement.

ARTICLE 5 - UNION AND CITY RESPONSIBILITY

- 5.1 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. Department Heads 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.

ARTICLE 6 - JOINT UNION-MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 6.1 The City agrees that no employee shall be discriminated against in any manner, coerced, restrained or influenced because of his, or any relative's, race, sex, religious affiliation, 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.
- 6.2 The Union agrees that it will not discriminate against, coerce, restrain or unduly influence any employee because of his, or any relative's, membership or non-membership or because of his or their activity or lack of activity, in any legal labour organization, or because of his or their race, sex, religious affiliation or national origin.

ARTICLE 7 - REPRESENTATION

- 7.1 The City and representatives of the Union Negotiating Committee shall meet at the request of either party to consider any matter of mutual interest.
- 7.2 The actual number of members of the Union Negotiating Committee shall mutually be agreed upon between the City and the Union, but in no case shall the number representing the Union exceed five (5).

- 7.3 The duly constituted Grievance Committee of the Union shall, upon written request signed by the President and/or Secretary **of** the Union, be accorded a prompt hearing by the Heads of Departments, and by the City Administrator or his appointee shall be within one (1) working day of the request.

ARTICLE 8 • GRIEVANCE PROCEDURE

- 8.1 Any complaints or grievances shall be dealt with in detail in the following manner, and all grievances must be in writing and filed within seven (7) days of the occurrence of the alleged grievance:

Step 1

The employee, with or without a member of the Grievance Committee, may take the matter up with the Department Head or designate. The Department Head or designate shall answer the grievance within five (5) working days from the date that it was presented to him. If the answer **of** the Department Head or designate is not satisfactory to the employee, then the employee may appeal the answer to Step 2 within three (3) working days from the date that he received the answer.

Step 2

The employee, accompanied by a member **of** the Grievance Committee, may take the matter up with the Personnel Director or his appointee. The Personnel Director or his appointee shall answer the grievance within five (5) working days from the date that it was presented to him. If the answer of the Personnel Director or his appointee is not satisfactory to the employee, then he may appeal the answer to Step 3 within three (3) working days from the date that he received the answer.

Step 3

The employee, accompanied by the Grievance Committee or a number of members of the Grievance Committee, may take the matter up with the City Administrator **or** his appointee, at which time every effort will be made to have all the people concerned present. Failing settlement at this level within seven (7) days from the date of the meeting with the City Administrator or his appointee, then the matter may be referred to ARTICLE 9 - ARBITRATION within seven (7) days from the date **of** the City Administrator's or his appointee's answer.

It is understood and agreed that the term "**or his appointee**", in Step 3 of the Grievance Procedure, shall exclude the person or persons that heard the grievance at Step 2.

Any decisions will be given in writing throughout all steps.

- 8.2 The Union shall have the right to originate a grievance for an employee, or group of employees other than through an ~~employee(s)~~, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure.

ARTICLE 9 - ARBITRATION

9.1 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 of the parties 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 name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees **so** selected, shall, within five (5) days of the appointment of the second of them, appoint a third person who will be the chairman. If the recipient of the notice fails to appoint an arbitrator, 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 either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board; but if there is no majority, the decision of the chairman governs.

ARTICLE 10 - STRIKES AND LOCK-OUTS

10.1 In view of the orderly procedures set out in **ARTICLES 8** and **9** 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 City, 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 Agreement remains in effect.

ARTICLE 11 - PROMOTION, FILLING VACANCIES. JOB POSTING

- 11.1 (a) Vacancies are created by the creation **of** a new position, the transfer of an existing employee out **of** a position, the termination of existing employees, or the temporary absence of an ~~employee~~ exceeding **six** (6) months. **An** employee absent from a position for more than **six** (6) months due to a serious illness or a Workers' Compensation accident shall not create a vacancy.
- (b) If it is the intent of the employer not to fill the vacancy, the Local shall be notified accordingly within thirty (30) days of the creation of the vacancy.

- (c) If it is the intent of the Employer to fill the vacancy, the position shall be posted within thirty (30) days of the date the vacancy was created. The position shall **be** posted for five (5) working days in all departments, and when there is a vacancy the position shall be filled within sixty (60) days of the creation of the vacancy.
- (d) In the event **of** a vacancy in any department, the City shall give priority in the filling of such vacancy to permanent employees of the City. The position shall be posted for five (5) working days in all departments. In filling any vacancy, preference shall be given to permanent employees if qualified.
- (e) When an employee who is interviewed for a position and is unsuccessful in obtaining the position, that said employee shall be provided with the reasons in writing if **so** requested by the employee.

11.2 Applications for such appointments and promotions shall be considered on the basis of any or all of the following factors: education, experience, ability, general adaptability, special aptitudes, physical fitness, knowledge, skill, personality, character and length of service with the City. Consideration of the foregoing factors shall be conducted in a manner that will provide a fair and straightforward analysis of the fitness of all applications by either written or oral examination, demonstration of ability, evaluation of training and experience, or such test as to establish fitness or any combination **of** the foregoing as may be determined by the City.

A permanent employee who receives a promotion shall immediately upon receipt of responsibilities for the new position be paid at the appropriate wage for the position.

When a permanent employee receives a promotion to a higher paid position there shall be a four-month probationary period during which performance may be assessed. Should the promoted employee not successfully complete the probationary period he/she shall have the option of returning to his/her former position and status. Any other employee promoted or transferred because of the re-arrangement of the positions shall also be returned to his/her former position and status.

11.3 When new positions are to be created within the scope of this Agreement, the Union shall be advised **so** that a schedule may be negotiated before the position is advertised in accordance with ARTICLES 11.1 and 11.2.

11.4 Temporary employees may be hired for a maximum of **six** (6) months in any consecutive twelve (12) month period for relief work and during peak periods, but such temporary employees shall not become permanent

in any position above the rank of start until the conditions of ARTICLES 11.1 and 11.2 above have been complied with. Temporary employees hired for thirty (30) days or less will be paid 80% of the start rate for the job classification for which the employee is filling in for. Temporary employees hired for more than thirty (30) days will be paid the start rate for the job classification for which the employee is filling in for.

- 11.5 A seniority list will be established for all the employees covered by this Agreement who have completed their probationary period, based upon each employee's first date of hiring. A copy of this seniority list will be filed with the Union and a copy posted on the bulletin board. This list will be revised semi-annually, and a copy of the revised list shall be filed with the Union and posted on the bulletin board.
- 11.6 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. If this temporary cessation of employment extends through from the beginning of the fourth (4th) months to the end of the twelfth (12th) month, accumulated seniority shall not be lost to this employee.
- 11.7 An employee who has been laid off for twelve (12) consecutive months will lose any previously-acquired seniority, and will be rehired only as a new employee.
- 11.8 An employee's name shall be removed from the seniority list if after being laid off he fails to return to work within five (5) working days after notice has been sent to him by registered mail to his last address appearing on the City's records.

ARTICLE 12 - WELFARE

- 12.1 (a) 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.
- (b) All employees shall be entitled to accumulate 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.

- (c) Probationary employees, on completion of a three (3) month period, shall be credited with four-and-one-half (4 1/2) days' sick leave.
- (d) Sick leave is payable and deductions shall be made from accumulative sick leave, for all days absent for sick leave as defined in (a).
- (e) A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, any employee is to be advised, on application, of the amount of sick leave accrued to his credit.
- (f) Upon termination of employment (other than by death or retirement), the employee who has completed his probationary period, shall be entitled to the equivalent 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 (of the Estate of an employee), shall be entitled to the cash equivalent of the full accumulation, 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.
- (g) In the case of illnesses of an immediate member of a family of an employee, 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.

12.2 An employee prevented from performing his work by reason of injuries received in the course of his employment for which he is receiving regular wage-compensation payments from the Workers' Compensation Board shall, from and after the date of the Compensation award and for a period not exceeding six (6) months from the date of the accident in which such injuries were received, be paid his regular wages less the amount of the said wage-compensation payments. Absences under The Workers' Compensation Act shall not be deducted from accumulated sick leave credits.

12.3 If so requested by the Department Head, an Employee shall be required to produce a certificate from a qualified medical practitioner for any illness, certifying that such employee was unable to carry out their duties due to such illness.

- 12.4 Effective the first pay period following date of ratification, the City will pay the total costs of the following benefit plans for all employees:
- (a) Ontario Health Insurance Plan
 - (b) Group Life Insurance at one-and-one-half (1 1/2) times the employee's salary to a maximum of **\$50,000.00**
 - (c) Ontario Blue Cross or equivalent Extended Health Drug Plan \$10/\$20 deductible
 - (d) The City will pay an amount equal to 100% of the premium applicable to the subscribing employee for Semi-Private Blue Cross, or equivalent.
 - (e) Blue Cross or equivalent Dental Plan #9 (Current O.D.A. Schedule less one year).
- 12.5 The City agrees to provide to permanent employees O.M.E.R.S. Type 1 Pension, providing a pension at normal retirement age of **65** OR an unreduced pension with the 90 Factor (when years of credited service plus age equal to 90). The pension is based upon 2% of each employee's average of best **60** months of pensionable earnings multiplied by their years of credited service (maximum 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.
- 12.6 The benefits outlined in ARTICLES 12.4 and 12.5 shall not be amended or the carrier changed without the approval of the Local.
- 12.7 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.
- 12.8 The City agrees to provide prescription eyeglass coverage for City employees only (no family coverage) to a maximum of one hundred and fifty dollars (\$150.00) in any **twenty-four (24)** month period.

ARTICLE 13 - LEAVE OF ABSENCE

13.1 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:

- (a) Employee's spouse or son or daughter, seven (7) days.
- (b) Employee's father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, three (3) days.
- (c) Grandparents and in-laws, aunts and uncles, one (1) day (being the day of the funeral).
- (d) Under exceptional circumstances leave may be granted or extended with the approval of the City Administrator.

Only such time as is required to fulfill the above obligation on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the City as soon as possible of his need for such a leave of absence.

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

13.2 The employer shall grant an employee a pregnancy leave of a minimum of three and a maximum of six 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) months prior to the proposed starting date of the leave.
- (c) During such leave the employee's benefits, under ARTICLE 12, shall be continued by the City. If the leave of absence is extended by the Employer, beyond four months, the employee shall pay the cost of such benefit 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 pregnancy leave may be hired for more than six (6) months as outlined in Article **1.3(A)** and the same shall still be deemed to be a temporary employee.

13.3 Leave of absence, without pay or loss of seniority, shall be granted by the City for two representatives of the Union to attend the annual convention of the Union, providing that application is made to the City 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 City, 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.

13.4 If an employee (other than a part-time or temporary employee) is called for Jury Duty and serves as a member of a Jury, then the City will make **up** the difference between the Jury Duty pay received and his earnings for regular hours absent from work as a result of serving on the Jury.

13.5 Temporary Employee Filling Vacancy
An employee engaged in any Department to assist in filling the vacancy in a Department's staff resulting from leave of absence granted an employee under ARTICLE 13.2 herein, shall not gain status as a permanent employee, and her employment may be ended by the City at any time without any right to aggrieve as provided elsewhere in this Agreement. Such a temporary employee will not attain seniority even though the person whose absence caused the vacancy in the Department due to pregnancy leave has chosen not to return to her employment as provided in ARTICLE 13.2 herein, but if the said temporary employee is retained in employment by the City for three (3) months after the employee who was pregnant has ended her right to return to her employment, then she will attain permanency and seniority from the date she first entered the City's employment.

ARTICLE 14 - PAID HOLIDAYS

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

New Year's Day	Dominion Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving 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 day recognized holiday to be taken the last working day prior to Christmas.

14.2 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 City.

ARTICLE 15 - VACATION

15.1 Each employee shall be entitled to an annual vacation with pay, 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 eleventh (11th) anniversary falls.
- (e) An employee shall be allowed five (5) weeks' vacation in the calendar year in which is eighteenth (18th) 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. Such 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. It is understood that fourth (4th) or fifth (5th) weeks' vacation is not necessarily four (4) or five (5) consecutive weeks unless approved by the Employer.
- (j) To receive a pay advance for vacation, an employee shall make a request to his Department Head in writing three (3) weeks in advance, and the Department Head is required to notify the City Treasurer by letter two (2) weeks in advance of the date the pay cheque is required. All vacation cheques shall cover the pay period falling within the vacation period only.
- (k) 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.
- (l) **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.

- (m) 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.

ARTICLE 16 - WAGE RATES AND JOB CLASSIFICATIONS

- 16.1 When an employee is hired who has had previous experience, he will be placed in a classification deemed to be appropriate based on the factors set out in ARTICLE 11.2 of this Agreement for a period of six (6) months, after which his case will be reviewed and the employee placed in a permanent category; and he will enter the normal salary progression as provided in Schedule "A".
- 16.2 When an employee is promoted to another position within the same department in which he is employed or is reclassified and the position to which he is promoted or reclassified is a higher classification than the position which he has held, such employee shall receive immediately on such promotion the first rate for the classification of his new position that will provide an increase in salary.
- 16.3 When an employee is transferred from one department to another department and the position to which he is assigned in the new department is higher than the classification of the position he has held in his former department, he shall receive not less than the salary he received in his previous position for the first three (3) months after the date of such transfer, at which time he shall receive the first rate for the classification of his new position that will provide an increase in salary.
- 16.4 When an employee requests to be transferred to another position either in his department or another department which has a lower classification than the position he has been holding, such employee shall immediately be reduced to the salary of the classification of the position which he has been transferred to.
- 16.5 The salary of an employee will advance in accordance with Schedule "A" for his classification, such advancement will be automatic unless the Department Head considers that such advancement is not warranted, in which case the reasons shall be given to the employee in writing and the employee shall have the right **of** the Grievance Procedure.
- 16.6 **An** employee's anniversary date and seniority date shall be the same, save and except where an employee is reclassified on a date other than that of his anniversary and such date of reclassification shall be deemed to be the employee's anniversary date for the purposes **of** incremental increases only.

- 16.7 Each employee shall receive his pay cheque every second Thursday after 11:00 a.m. where practicable. Should a statutory holiday fall during pay week, some adjustment in day and time may be necessary and the Union shall be notified of such a change.
- 16.8 Incremental increases for those members currently progressing through the Incremental System, to be applied when due.

ARTICLE 17 - STANDARD HOURS OF WORK AND OVERTIME

- 17.1 The normal work week for all full-time employees who work a thirty-five (35) hour week shall consist of five (5) seven-(7) hour days, from Monday to Friday inclusive. The normal work day shall commence at 8:30 a.m., with the exception of stores attendants, public works office staff, cut inspectors, day care employees, and transit office employees, who shall not commence before 7:00 a.m. nor finish later than 6:00 p.m. Each employee shall be entitled to a one (1) hour unpaid lunch period and permitted a ten (10) minute rest period in both the first and second half of a shift.
- 17.2 There shall be no split shift.
- 17.3 Overtime defined
All time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime. Overtime work shall be on a voluntary basis.
- 17.4 Overtime Rates
Overtime rates shall apply for work as follows:
- (a) On a regular work day - time and one-half.
 - (b) On a regularly-scheduled day off - time and one-half.
 - (c) On a holiday when the employee was scheduled to work - time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer or in lieu of a day off, the employee may elect to be paid 2 1/2 (two and one-half) times pay for working on a scheduled holiday.
 - (d) On a holiday when the employee was not scheduled to work - time and one-half plus another day off with pay at a time mutually agreeable between the employee and the Employer, or in lieu of a day off, the employee may elect to be paid 2 1/2 (two and one-half) times pay for working on a scheduled holiday.
 - (e) In lieu of being paid for overtime an employee may take time off accumulated at overtime rates. Time off must be mutually agreed upon by employee and employer. 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 will not be in excess of 35 hours at any one time. 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. In the case of day care operations that are closed during December, employee's banked overtime may be used to cover the closed period, but such arrangements must be mutually agreed upon before December 1 and used by December 31.

- 17.5 No Lay-off to Compensate for Overtime
Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 17.6 Sharing of Overtime
Overtime and call-back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.
- 17.7 Minimum Call-Back Time
An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of two (2) hours at overtime rates. An employee who is requested to return to work after his regular working hours shall be paid a minimum of two (2) hours at overtime rates.

ARTICLE 18 - PRESENT PRACTICE

- 18.1 Rights not specifically mentioned:
- (a) Any rights of Management which are not specifically mentioned in this Agreement and which are not contrary to its intention shall continue in full force and effect for the duration of this contract.
 - (b) Any rights of the Union which are not specifically mentioned in this Agreement and which are not contrary to its intention shall continue in full force and effect for the duration of this contract.
- 18.2 Plural or Feminine Terms May Apply
Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto **so** require.
- 18.3 The City agrees to provide lunch room facilities located in City Hall for the use of members of C.U.P.E., Local 126 and other City Hall Employees.
- 18.4 Employees of the Day Care Centres shall receive one 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 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.

An annual allowance of seventy dollars (\$70.00) to assist in the purchase of appropriate C.S.A.-approved safety footwear will be paid to field inspectors and members of survey crews when, by nature of their assignments, legislation requires the wearing of C.S.A.-approved safety footwear. Said allowance to be paid in one yearly installment, normally in the first quarter of the year.

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 City.

18.5 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 per mile/kilometre as established in accordance with the Corporation's Finance Policy and Procedure Manual as adopted by Council in May, 1982. Such rate shall adjust upward or downward by one (1) cent per kilometre for each three-and-one-half (3 1/2) cents per litre change in the average price of regular or unleaded gasoline as charged to the City by its suppliers.

Such employees will also be reimbursed for the cost of annual business insurance, the maximum of which shall be established January 1 for each year.

Claims **for** mileage generally will be paid monthly.

ARTICLE 19 - JOB SECURITY

19.1 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, he 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 Clauses 11.6, 11.7, 11.8.

- 19.2 A Joint Labour-Management Committee known as the Employee Assistance Program (E.A.P.) 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.

ARTICLE 20 - TIME EMPLOYEES IN THE CITY'S DEPARTMENT

- 20.1 Scale-men and ticket-takers employed by the City Engineer's Department during the summer months shall be paid an hourly rate according to Schedule "A".

ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This Agreement shall be in effect from January 1, 1988 and shall remain in effect until December 31, 1988; and unless either party ~~gives to the~~ other party written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without charge, and so on from year to year thereafter,
- 21.2 Notice that amendments are desired or requested by either party, or that either party intends to terminate this 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 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.
- 21.3 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.
- 21.4 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 City and the employees, as represented by The Canadian Union of Public Employees and its Local 126, have caused this instrument to be executed by their proper respective officers hereunto the day and year shown below.

Signed this _____ day of _____, 1988.

THE CORPORATION OF THE CITY OF
PETERBOROUGH

(Sqd. S. Sutherland)
MAYOR

(Sqd. S. Hendry)
CLERK

SEVERALLY WITNESSED

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 126

(Sqd. M. Hynes)

(Sqd.) J. Duggan
PRESIDENT

(Sqd. K. Reid)
RECORDING SECRETARY

(Sqd. R. Whitney)
UNION REPRESENTATIVE

SCHEDULE "A"

		<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	
		(Effective Jan 01/88)		(Effective July 01/88)		
<u>JOB CLASS 12</u>						
Int. Clerk/Clerk Stenographer						
	Start	\$ 659.98	\$ 17,159	\$ 666.58	\$ 17,331	
	1 Yr.	680.58	17,695	687.39	17,872	
	2 Yr.	704.60	18,320	711.65	18,503	
	3 Yr.	728.62	18,944	735.91	19,134	
<u>JOB CLASS 13</u>						
Sr. Clerk/Clerk Stenographer						
	Start	753.38	19,588	760.91	19,784	
	1 Yr.	778.54	20,242	786.33	20,445	
	2 Yr.	803.82	20,899	811.86	21,108	
<u>JOB CLASS 14</u>						
Clerk I						
	1 Yr.	822.22	21,378	830.44	21,591	
	2 Yr.	854.15	22,208	862.69	22,430	
	3 Yr.	898.46	23,360	907.44	23,593	
<u>JOB CLASS 15</u>						
Clerk II						
	Start	931.84	24,228	941.16	24,470	
	1 Yr.	965.12	25,093	974.77	25,344	
	2 Yr.	998.40	25,958	1,008.38	25,218	
	3 Yr.	1,031.68	26,824	1,042.00	27,092	
<u>JOB CLASS 16</u>						
Clerk III	I	Start	1,064.96	27,689	1,075.61	27,966
Recreation Supervisor)	1 Yr.	1,109.47	28,846	1,120.56	29,135
- Kingswood)	2 Yr.	1,142.75	29,712	1,154.18	30,009
<u>JOB CLASS 17</u>						
Uncert. Eng. Tech)	Start	797.68	20,740	805.66	20,947
Survey I	I	1 Yr.	831.79	21,627	840.11	21,843
Drafting I)	2 Yr.	868.61	22,584	877.30	22,810
Inspector I)					
Graphics Technician I)					
Mapping Technician I)					

SCHEDULE "A"

		<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>	
		(Effective Jan 01/88)		(Effective July 01/88)		
<u>JOB CLASS 18</u>						
Survey II	)	Start	\$ 887.64	\$ 23,079	\$ 896.52	\$ 23,310
Drafting If	)	1 Yr.	920.92	23,944	930.13	24,183
Inspector II	)	2 Yr.	963.77	25,058	973.41	25,309
Graphics Technician II	)	3 Yr.	1,020.97	26,545	1,031.18	26,811
Mapping Technician II)					
<u>JOB CLASS 19</u>						
Survey III	)	Start	1,087.53	28,276	1,098.41	28,559
Drafting III	)	1 Yr.	1,126.74	29,295	1,138.01	29,588
Inspector III	)	2 Yr.	1,163.66	30,255	1,175.30	30,558
Graphics Technician III)					
Lab. Tech.)					
Supervisor I)					
<u>JOB CLASS 20</u>						
Surveyor IV	I	Start	1,230.22	31,986	1,242.52	32,306
Drafting IV	)	1 Yr.	1,277.85	33,224	1,290.63	33,556
Inspector IV)					
Roads & Traffic Tech.)					
<u>JOB CLASS 21</u>						
Social Service Supervisor	)	Start	1,254.66	32,621	1,267.21	32,947
	)	1 Yr.	1,303.33	33,887	1,316.36	34,225
<u>JOB CLASS 22</u>						
Early Childhood Educator	)	Start	717.91	18,666	725.09	18,852
Recreationist	)	1 Yr.	742.04	19,293	749.46	19,486
	)	2 Yr.	767.31	19,950	774.98	20,149
<u>JOB CLASS 23</u>						
Day Care Supervisor	)	Start	885.46	23,022	894.31	23,252
	)	1 Yr.	911.66	23,703	920.78	23,940
	)	2 Yr.	939.54	24,428	948.94	24,672
	)	3 Yr.	970.53	25,234	980.24	25,486

SCHEDULE "A"

			<u>BI-WEEKLY</u>	<u>ANNUAL</u>	<u>BI-WEEKLY</u>	<u>ANNUAL</u>
			(Effective Jan 01/88)		(Effective July 01/88)	
<u>JOB CLASS 24</u>						
Recreationist II	)	Start	\$ 826.28	\$ 21,483	\$ 834.54	\$ 21,698
		1 Yr.	873.91	22,722	882.65	22,949
		2 Yr.	930.59	24,195	939.90	24,437
		3 Yr.	1,001.83	26,048	1,011.85	26,308
<u>JOB CLASS 25</u>						
Caseworker	)	Start	918.11	23,871	927.29	24,110
Employment Counsellor	)	1 Yr.	985.50	25,623	995.36	25,879
		2 Yr.	1,068.18	27,773	1,078.86	28,050
<u>DAY CARE COOK</u>		Hourly	\$ 8.74		\$ 8.83	
<u>SCALE MAN/TICKET TAKER</u>		Hourly	\$ 7.12		\$ 7.19	

The Bi-Weekly rates shall be the recognized rates of pay; approximate annual rates are shown for reference only.

BY-LAW NUMBER 4833 AS AMENDED BY BY-LAWS 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 Section 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 shall be no sick leave allowance but accumulated sick leave will not be diminished during such absence from employment.
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, an 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