

SOURCE	City
EFF.	92/01/01
TERM.	94/06/30
No. OF EMPLOYEES	136
PERIOD	January 1, 1992 - June 30, 1994
D'EMPLEOIS	80

January 1, 1992

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

MAR 29 1993

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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.

4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 4.1 The Union recognizes the rights conferred by the City by the Statute, and the right of the City to hire, demote, transfer, suspend or the discipline and discharge an employee for cause, provided that procedures contrary to the Agreement are used, and provided that a claim of discrimination or demotion, or a claim that an employee has been discharged or disciplined without proper cause is subject to arbitration and lit with under the provisions of ARTICLE 8 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 business are the responsibility and exclusively the right and responsibility of the City. The Union also recognizes the right, and the City recognizes it, to alter from time to time the rules and regulations to be observed by its employees, such rules and regulations not 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, intimidated, coerced, restrained or influenced because of his, or any relative's, race, sex, religious affiliation, or creed, age, marital status, family status, sexual orientation, handicap, national origin, or membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any legal labour organization.

- 6.2 The Union agrees that **it** will not discriminate against, intimidate, 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 creed, age, marital status, family status, sexual orientation, handicap 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.
- 7.4 All executive members of the union or **any** person serving on any committee for the union shall be paid for such normal working hours as required to meet with the City.
- 7.5 The parties agree to establish a Labour Management Committee comprised of a minimum of two (2) representatives of each party, which will meet at least quarterly to discuss items of interest or concern. When practical, an agenda will be prepared in advance and minutes of such meetings will be distributed when approved by a representative of each party. Each party shall have the privilege of arranging a meeting as frequently as deemed necessary should a concern arise and either party may, with permission of the other party have technical assistance.

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, . 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 seven (7) 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 seven (7) 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 straight forward 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 ten (10) 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 pay in accordance with Article 12.1 (b) 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) In accordance with By-law #1988-252, which supersedes By-law #4833, the following short-term disability plan is provided. Entitlement to short-term disability benefits shall be based on the length of service as a permanent, full-time employee calculated from the employee's date of permanent hire, according to the following schedule.

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

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

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

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

- (d) Should an employee be ill for an extended period on one or more occasions in a calendar year such that the employee exhausts his/her short term protection at 100% of salary, coverage for new illnesses will be available for seventeen (17) weeks at 75% of salary. Note: A recurrence of the illness within ten (10) working days of an employee's return to work will be considered a continuation of the same illness therefore long term disability coverage will commence upon exhaustion of the short term coverage.

- (e) In any case of prolonged illness or recurring disability, the employee shall submit periodic reports on his/her condition as the employer may request in writing.
- (f) In the case of illness of a member of an employee's immediate family, where there is no one at the employee's home other than the employee **who** can provide for the needs of the ill person, the employee may with the approval of the City Administrator, be entitled to use maximum of five **(5)** sick days per illness, to care for the ill family member. The employee is required to provide written verification of the absence due to illness of a family member.
- (g) In conjunction with the short-term disability benefits, long-term disability benefits shall be provided for all eligible employees at a level of 75% of monthly income to a maximum of \$5,000.00, payable to retirement or age sixty-five (65), whichever is earlier.

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

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

The benefits recited in Article 12.4 shall remain in effect when an employee is a recipient of short-term benefits pursuant to the Plan.

- (i) Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for short-term and long-term disability benefits subject to the following restrictions:
 - i) vacation entitlement would continue when the employee qualifies and is receiving short-term disability benefits only; **and**
 - ii) a position will be held available for an employee for a period of up to one calendar year from the initial date of disability which necessitates continuous absence from employment.

- 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, **SE** paid his regular wages less the amount of the said wage-compensation payments. Absences under The Workers' Compensation Act shall not **be** deducted from short-term disability benefits.

- 12.3 If so requested by the Employer, 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 two (2) times the employee's salary to a maximum of policy holder.
 - (c) Ontario Blue Cross or equivalent Extended Health Drug Plan **\$10/\$20** deductible
 - (d) Semi-Private Blue Cross, or equivalent.
 - (e) Blue Cross or equivalent Dental Plan #9 (Current O.D.A. Schedule less one year).
 - (f) Blue Cross eyeglass family coverage to **\$200.00** in **24** months.
 - (g) Ontario Blue Cross out-of-province deluxe travel coverage.
- 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 OHIP, **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 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. However, a leave of two days or less may be approved **by** the Director of the Department. Only such time as is required to fulfil the above obligation on **which** the employee would **be** scheduled to work shall **be paid** for. Such employee will be expected to notify the 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.

- (e) Compassionate leave granted under Article 13.1 (a) or 13.1 (b) shall supersede vacation.

13.2 Pregnancy, Adoptive and Parental Leave

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

- i) Such Employee has completed thirteen (13) weeks of continuous service prior to the starting date of such leave.
- ii) Such written request is made at least two (2) weeks prior to the proposed starting date of the leave. This notice requirement shall be waived in the event of pregnancy complications, premature birth, or the sudden coming into care of an adoptive child.

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

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

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

- (c) During such leave, the employee's benefits, excluding OMERS and Long-Term Disability, shall be continued by the City. If the employee wishes to continue to receive the benefits of OMERS and Long-Term Disability coverage, the employee must assume the associated costs and apply for such benefits prior to commencement of the leave.

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

- (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 employees on pregnancy, adoptive or parental leave may be hired for a longer period than the approved leave and beyond the six **(6)** month limitation of Article 1.3 (a) and the same shall 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 or is subpoenaed as a witness in a work-related court proceedings, 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 or as a witness.

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.

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

- 13.7 An employee may request a personal leave of absence without pay, of up to three (3) days in accordance with the Personnel Policy and Procedures Manual. Approval shall be at the discretion of the Director of the Department.

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 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. 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 - HIRING AND JOB SECURITY

- 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 employer'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.
- 16.9 Where an employee has accepted a transfer or promotion to another job, such transfer or promotion shall take place within three (3) weeks of the employee's acceptance of same. Where this is not possible and the transfer or promotion would mean a higher paid position, the employee shall receive the pay for the higher paid position following three (3) weeks if unable to move to said position.

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

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

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

In the event that the Employee after a reasonable training period is unable to acquire the skill required, 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.

(b) In the event of a proposed layoff, the employer shall, prior to issuing notices of layoffs:

1. Provide to the Union, through the Union Management Committee, notification of the proposed layoffs or staff reduction proposals.

2. Relay to the Union the reasons for the layoffs and rationale for the decisions, and the extent of same.
3. Discuss the proposal for implementing same including the areas affected, the employees affected, and the duration.
4. Establish a Union Management Meeting to discuss any re-alignment of service or staff and the effect on the bargaining Union.
5. Provide a forum to search out employment opportunities within the workplace for employees displaced or laid off.

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.

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

ARTICLE 20 - NOTICE OF LAYOFF

20.1 (a) The Corporation shall notify permanent and probationary employees who are to be laid off at least ten (10) working days before the layoff is to be effective. If the employee has not had the opportunity to work ten (10) full days after layoff notice, the employee shall be paid in lieu of work for that part of ten (10) full days. In the event that the Employment Standards Act is superior to the above, time periods will be adjusted accordingly.

(b) Employees with five (5) years of continuous permanent service or more will receive six (6) months notice of a layoff in advance of the actual date of layoff.

Employees with less than five (5) years of continuous permanent service, but with a minimum of two (2) years, will receive **two (2)** months of notice of a layoff in advance of the actual date of layoff.

The minimum notice of layoff for all employees shall not be less than outlined in the Employment Standards Act.

20.2 Seniority shall govern within this bargaining unit provided that the employees affected are of equal skills, ability and competence. The last employee hired shall, in the case of a layoff, be the first to receive a lay off, and the last employee to receive a lay off shall be the first recalled.

20.3 In the event of layoffs, all permanent employees, if qualified, will have the opportunity to bump any employee represented by C.U.P.E. Local #126, subject to the following:

1. An employee being laid off wishing to bump must notify the Personnel Director, within five (5) working days after receiving the layoff notification of their intention, in writing, noting the position, person and department they wish to bump.
 2. An employee being laid off may bump any employee below their seniority of the same or lower classification provided that the employee bumping has **the** skills, ability and competence to qualify.
 3. An interview will be arranged with the employee, exercising the employee's bumping rights, the Department Head or their designate, the Personnel Director and the Union, to determine the status of the employee as soon as possible.
 4. If the employee is not granted the position sought through the bumping procedure, the employee has the right to continue the bumping procedure with respect to other positions, and go back to Step 1.
 5. If the employee is granted the bump, the employee will be on a trial period for fifteen (15) working **days**. The employee has up to fifteen (15) working days to determine if the position is suitable to them. If either the employee is not satisfied with the position or the employer is not satisfied with the employee's skills, ability and competence and performance, the employee shall have the opportunity to exercise their bumping rights one more time.
 6. No new employee will be hired until those on lay off, **who** have the required skills, abilities and competence, have had an opportunity to review the vacancy. Any employee relocated because of lay-off shall have the first rights back to their previous position should same become available within twelve (12) months of the original layoff or bump. Copies of all job postings will be mailed to employees on layoff at their last recorded address.
- 20.4 An employee on layoff shall **have** the right to grievance at Step 2 of Article 8.1 in the collective agreement.
- 20.5 In the event of lay-off **and** the employee is subject to recall, the Employer shall continue the payment of employee benefits for a period of three (3) months. If the lay-off continues, the employee must pay the employer the monthly premiums in advance to maintain coverage, up to twelve (12) months if he **so** wishes.

Employment will be terminated for any of the following reasons:

- a) Voluntary resignation;
- b) Continuous non-employment (lay-off) for a period of twelve (12) months;

- c) Failure to signify intention to return to **work** after recall from lay-off, within ten (10) working days, following notification by registered mail to their last address of record.

ARTICLE 21 - PART-TIME EMPLOYEES IN THE CITY ENGINEER'S DEPARTMENT

- 21.1 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 22 - DURATION OF AGREEMENT

- 22.1 This Agreement shall be in effect from January 1, 1992 and shall remain in effect until June 30, 1994; 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.
- 22.2 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.
- 22.3 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.
- 22.4 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 18th day of March, 1993.

THE CORPORATION OF THE
CITY OF PETERBOROUGH

Signed Mayor J. Doris
MAYOR

Signed David Oakes
CITY CLERK

SEVERALLY WITNESSED

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 126

Signed Murray Hynes

Signed Jean Walsh
PRESIDENT

Signed Janette Darling
RECORDING SECRETARY

signed Brian Blakeley
DISTRICT REPRESENTATIVE

Local 126
Schedule A for the years 1992, 1993, and 1994

Positions	1992				1993				1994 to June 30			
	Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates	
			100%	80%			100%	80%			100%	80%
JOB CLASS 12												
Int. Clerk/Clerk stenographer	775.64	20,166.64	11.08	8.86	791.15	20,569.90	11.30	9.04	799.06	20,775.56	11.42	9.14
	799.85	20,796.10	11.43	9.14	815.85	21,212.10	11.66	9.33	824.01	21,424.26	11.77	9.42
	828.08	21,530.08	11.83	9.46	844.64	21,960.64	12.07	9.66	853.09	22,180.34	12.19	9.75
	856.32	22,264.32	12.23	9.78	873.45	22,709.70	12.48	9.98	882.18	22,936.68	12.60	10.08
JOB CLASS 13												
Sr. Clerk/Clerk Stenographer	885.40	23,020.40	12.65	10.12	903.11	23,480.86	12.90	10.32	912.14	23,715.64	13.03	10.42
	914.97	23,789.22	13.07	10.46	933.27	24,265.02	13.33	10.66	942.60	24,507.60	13.47	10.78
	944.68	24,561.68	13.50	10.80	963.57	25,052.82	13.77	11.02	973.21	25,303.46	13.90	11.12
JOB CLASS 14												
Clerk 1	966.31	25,124.06	13.80	11.04	985.64	25,626.64	14.08	11.26	995.50	25,883.00	14.22	11.38
	1,003.83	26,099.58	14.34	11.47	1,023.91	26,621.66	14.63	11.70	1,034.15	26,887.90	14.77	11.82
	1,055.89	27,453.14	15.08	12.06	1,077.01	28,002.26	15.39	12.31	1,087.78	28,282.28	15.54	12.43
JOB CLASS 15												
Clerk 11	1,095.25	28,476.50	15.65	12.52	1,117.16	29,046.16	15.96	12.77	1,128.33	29,336.58	16.12	12.90
	1,134.24	29,490.24	16.20	12.96	1,156.92	30,079.92	16.53	13.22	1,168.49	30,380.74	16.69	13.35
	1,173.37	30,507.62	16.76	13.41	1,196.84	31,117.84	17.10	13.68	1,208.81	31,429.06	17.27	13.82
	1,212.48	31,524.48	17.32	13.86	1,236.73	32,154.98	17.67	14.14	1,249.10	32,476.60	17.84	14.27
JOB CLASS 16												
Clerk 111 Recreation Supervisor Kingswood	1,251.58	32,541.08	17.88	14.30	1,276.61	33,191.86	18.24	14.59	1,289.38	33,523.88	18.42	14.74
	1,303.89	33,901.14	18.63	14.90	1,329.97	34,579.22	19.00	15.20	1,343.27	34,925.02	19.19	15.35
	1,343.02	34,918.52	19.19	15.35	1,369.88	35,616.88	19.57	15.66	1,383.58	35,973.08	19.77	15.82

Local 126
Schedule A for the years 1992, 1993, and 1994

Positions	1992				1993				1994 to June 30			
	Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates	
			100%	80%			100%	80%			100%	80%
JOB CLASS 17												
Uncert. Eng. Tech.	937.47	24,374.22	13.39	10.71	956.22	24,861.72	13.66	10.93	965.78	25,110.28	13.80	11.04
Survey I	977.56	25,416.56	13.97	11.18	997.11	25,924.86	14.24	11.39	1,007.08	26,184.08	14.39	11.51
Drafting I	1,020.83	26,541.58	14.58	11.66	1,041.25	27,072.50	14.88	11.90	1,051.66	27,343.16	15.02	12.02
Graphics Technician I												
Mapping Technician I												
JOB CLASS 18												
Survey II	1,043.20	27,123.20	14.90	11.92	1,064.06	27,665.56	15.20	12.16	1,074.70	27,942.20	15.35	12.21
Drafting II	1,082.32	28,449.32	15.46	12.37	1,103.97	28,703.22	15.77	12.62	1,115.01	28,990.26	15.92	12.7
Inspector II	1,132.68	29,449.32	16.16	12.94	1,155.31	30,038.06	16.50	13.20	1,166.86	30,338.36	16.67	13.34
Graphics Technician II	1,199.89	31,197.14	17.14	13.71	1,223.89	31,821.14	17.48	13.98	1,236.13	32,139.38	17.66	14.13
Mapping Technician II												
Planning assistant												
JOB CLASS 19												
Survey III	1,328.11	34,239.96	18.32	14.64	1,303.67	33,895.42	18.62	14.90	1,316.71	34,234.46	18.81	15.05
Drafting III	1,367.59	35,557.34	19.54	15.63	1,380.68	35,117.68	19.30	15.44	1,364.79	35,468.34	19.49	15.58
Inspector III												
Graphics Technician III												
Mapping Technician III												
Lab. Tech.												
Supervisor I												
Planning Assistant II												
JOB CLASS 20												
Surveyor IV	1,445.79	37,590.54	20.65	16.52	1,474.71	38,342.46	21.07	16.86	1,489.46	38,725.96	21.28	17.02
Drafting IV	1,501.79	39,046.54	21.45	17.16	1,531.83	39,827.58	21.88	17.50	1,547.15	40,225.90	22.10	17.68
Inspector IV												
Roads and Traffic Tech.												
JOB CLASS 20 (a)												
Inspector Co-ordinator	1,583.18	41,162.68	22.62	18.10	1,614.84	41,985.84	23.07	18.46	1,630.99	42,405.74	23.30	18.64
	1,651.94	42,950.44	23.60	18.88	1,684.98	43,809.48	24.07	19.26	1,701.83	44,247.58	24.31	19.45
	1,709.75	44,453.50	24.43	19.54	1,743.95	45,342.70	24.91	19.93	1,761.39	45,796.14	25.16	20.13

Local 126
Schedule A for the years 1992, 1993, and 1994

Positions	1992				1993				1994 to June 30			
	Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates		Biweekly Amount	Annual Amount	Hourly Rates	
			100%	80%			100%	80%			100%	80%
JOB CLASS 21												
Social Service Supervisor	1,474.53	38,337.78	21.06	16.85	1,504.02	39,104.52	21.49	17.19	1,519.06	39,495.56	21.70	17.36
	1,531.74	39,825.24	21.88	17.50	1,562.37	40,621.62	22.32	17.86	1,577.99	41,027.74	22.54	18.03
JOB CLASS 22												
Early childhood Educator	843.71	21,936.46	12.05	9.64	860.58	22,375.08	12.29	9.83	869.19	22,598.94	12.42	9.94
Recreationist	872.08	22,674.08	12.46	9.97	889.52	23,127.52	12.71	10.17	898.42	23,358.92	12.83	10.26
	901.77	23,446.02	12.88	10.30	919.81	23,915.06	13.14	10.51	929.01	24,154.26	13.27	10.62
JOB CLASS 23												
Day Care Supervisor	1,040.62	27,056.12	14.87	11.90	1,061.43	27,597.18	15.16	12.13	1,072.04	27,873.04	15.31	12.25
	1,071.43	27,857.18	15.31	12.25	1,092.86	28,414.36	15.61	12.49	1,103.79	28,698.54	15.77	12.62
	1,104.19	28,708.94	15.77	12.62	1,126.27	29,283.02	16.09	12.87	1,137.53	29,575.78	16.25	13.00
	1,140.61	29,655.86	16.29	13.03	1,163.42	30,248.92	16.62	13.30	1,175.05	30,551.30	16.79	13.43
JOB CLASS 24												
Recreationist 11	971.06	25,247.56	13.87	11.10	990.48	25,752.48	14.15	11.32	1,000.38	26,009.88	14.29	11.43
	1,027.06	26,703.56	14.67	11.74	1,047.60	27,237.60	14.97	11.98	1,058.08	27,510.08	15.12	12.10
	1,093.68	28,435.68	15.62	12.50	1,115.55	29,004.30	15.94	12.75	1,126.71	29,294.46	16.10	12.88
	1,177.40	30,612.40	16.82	13.46	1,200.95	31,224.70	17.16	13.73	1,212.96	31,536.96	17.33	13.86
JOB CLASS 25												
Caseworker	1,079.00	28,054.00	15.41	12.33	1,100.58	28,615.08	15.72	12.58	1,111.59	28,901.34	15.88	12.70
Employment Counsellor	1,158.21	30,113.46	16.55	13.24	1,181.37	30,715.62	16.88	13.50	1,193.18	31,022.68	17.05	13.64
	1,255.37	32,639.62	17.93	14.34	1,280.48	33,292.48	18.29	14.63	1,293.28	33,625.28	18.48	14.78
DAY CARE COOK			10.28	8.22			10.49	8.38			10.59	8.46
SCALE MAN / TICKET TAKER			8.36	6.69			8.53	6.82			8.62	6.89

APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF PETERBOROUGH

AND

C.U.P.E. LOCAL #126

The parties do hereby agree to the establishment of a Pay Equity Committee, responsible for the following:

- A.
 1. Development of a questionnaire designed to assemble all relevant aspects of a job description.
 2. Development of a consistent format for job descriptions and the finalization of job descriptions.
 3. Implementation of a Job Evaluation Plan and complete a point and factor weighing for each position within Local 126.
 4. Completion and filing with the appropriate bodies a Pay Equity Plan.
- B.
 1. The development of an appeal format for individuals who wish to appeal their job classification.
 2. Such format to contain:
 - a) a final appeal which will consist of a second or subsequent review by the Pay Equity Committee.
 - b) time frames within which an appeal may be launched on the initial evaluation.
 - c) criteria, i.e., changes in responsibilities or duties or assignments upon which an appeal will be entertained, once the time frame from the original evaluation is exhausted.
- C.
 1. The Committee will assign appropriate titles to each position and forward a complete listing of all positions and recommended job classes (including the development of any new classifications) to the parties for review; and subject to acceptance by the parties such position titles will be included in Schedule "A" of the collective agreement.

APPENDIX A

2. Recommend a format acceptable to each party for the on-going maintenance of the Pay Equity Program.

Terms of Reference of the Committee

1. The Committee will operate under the chairmanship of the Pay **Equity** Officer.
2. The Committee shall report on an on-going basis to the Executive of Local #126 and the Personnel Director.
3. The Committee may seek the assistance of members, supervisors, managers or directors to ascertain the correctness and completeness of a job description.

DATED THIS _____ DAY OF _____, 1989

C.U.P.E. LOCAL #126

THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd) R. Gilbert

(Sgd) M.H. Hynes

(Sgd) J. Duggan

(Sgd) D. Nielsen

(Sgd) L. Clifford

(Sgd) J. Bell

(Sgd) K. Norrad

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF PETERBOROUGH

AND

C.U.P.E. LOCAL #126

The parties do hereby agree to continue discussions pertaining to job sharing. Local #126 will select three members from their membership to sit on a committee with management to review the possibility of introducing job sharing and to finalize the details pertaining to same which shall be subject to ratification by the membership.

Should a trial period of job sharing be agreed upon by the parties, such trial period shall be covered by a Letter of Understanding and provide a thirty day cancellation clause by either party.

Dated this _____ day of _____, 1989.

C.U.P.E. LOCAL #126

THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd) R. Gilbert _____

(Sgd) M.H. Hynes _____

(Sgd) J. Duggan _____

(Sgd) D. Nielsen _____

(Sgd) L. Clifford _____

(Sgd) J. Bell _____

(Sgd) K. Norrad _____

APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF PETERBOROUGH

AND

C.U.P.E. LOCAL #126

The parties do hereby agree to establish a Committee to review the possibility of introducing flex time for positions that fall within the jurisdiction of Local #126.

It is agreed that any proposals to introduce flex time will be subject to a trial period and covered by a further Letter of Understanding which will provide an opportunity for either party to cancel the trial period within thirty days.

It is further agreed that flex time shall not be introduced even on a trial basis without the consent of both parties.

The Committee shall consist of at least three members of the Bargaining Committee for Local #126.

Dated this _____ day of _____, 1989.

C.U.P.E. LOCAL #126

THE CORPORATION OF THE CITY OF PETERBOROUGH

(Sgd) R. Gilbert

(Sgd) M.H. Hynes

(Sgd) J. Duggan

(Sgd) D. Nielsen

(Sgd) L. Clifford

(Sgd) J. Bell

(Sgd) K. Norrad

APPENDIX D

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN W O N OF PUBLIC EMPLOYEES AND ITS LOCAL 126

The **PARTIES** do hereby agree to establish a committee of two (2) to review the Collective Agreement subject to ratification by both parties.

Dated at Peterborough this _____ day of _____, 1991.

THE CANADIAN W O N OF PUBLIC EMPLOYEES
AND ITS LOCAL 126

THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd) J. Duggan

(Sgd) M. H. Hynes

(Sgd) J. Bell

(Sgd) H. Wasson

(Sgd) J. Darling

(Sgd) M. Crossman

(Sgd) S. Anderson

(Sgd) R. Gilbert

APPENDIX E

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 126

The PARTIES do hereby agree to establish a committee of two (2) to re-evaluate the mileage formula, perhaps by establishing a monthly base for those receiving a nominal amount of mileage, to determine a new format to be subject to ratification by both parties.

Dated at Peterborough this _____ day of _____, 1991.

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 126

THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd) J. Duggan

(Sgd) M.H. Hynes

(Sgd) J. Bell

(Sgd) H. Wasson

(Sgd) J. Darling

(Sgd) M. Crossman

(Sgd) S. Anderson

(Sgd) R. Gilbert

APPENDIX F

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 126

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

Dated this 7th day of September, 1990.

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 126**

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

(Sgd) G. Elcombe

(Sgd) M.H. Hynes

(Sgd) J. Darling

(Sgd) D. E. Nielsen

(Sgd) S. Lawson

APPENDIX G

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 126

The PARTIES do hereby agree that an employee's file will be cleansed or purged of any adverse (disciplinary) reports where there has not been a reoccurrence of the same subject matter within a two (2) year time frame, and shall not be used in future disciplinary matters.

Dated this 23rd day of March, 1993.

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 126

THE CORPORATION OF THE
CITY OF PETERBOROUGH

(signed) Jean Walsh

(signed) Murray Hynes

(signed) Janette Darling

(signed) Dianne Nielsen

(signed) Brenda Lunn

(signed) John Coreno