

**Collective Agreement**

between

**The Corporation of the City of Peterborough**

(hereinafter called "The Employer")

of the First Part

and

**The Canadian Union of Public Employees  
and its Local 504**

(hereinafter called "The Union")

of the Second Part



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

### **Article 1 – Purpose**

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

### **Article 2 – Scope**

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

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

### **Article 3 – Management Rights**

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

3.02 The Employer agrees that any reports or recommendations about to be made by the Employer dealing with matters of policy, wages and working conditions

covered by this Collective Agreement shall be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union a reasonable opportunity to consider them and, if thought necessary, of protesting them when they are dealt with by the Employer.

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

#### **Article 4 – Joint Union-Management Rights and Responsibilities**

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

#### **4.02 Labour – Management Committee**

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

- (a) Each party will appoint up to five (5) representatives. The five representatives may include representatives from Environmental Protection, Public Works, Sport and Wellness Centre and Arenas divisions. At least one representative of the Employer's committee will represent the Human Resources Division. In addition, either the CAO or the Deputy CAO shall be in attendance as observers at the request of either party.
- (b) A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which will not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of this Collective Agreement.
- (c) A standing item on the agenda of all Labour Management meetings shall be contracting out/contracting in of CUPE 504 work. The Employer shall provide as part of the agenda items mentioned in b), a list of all contracting out/contracting in examples known at that time.
- (d) The Labour Management Committee may make recommendations to their respective principles but is not empowered to introduce or veto policies of the Employer.

- (e) Any representative(s) attending such meetings during their regularly scheduled hours of work will not lose regular earnings as a result of such attendance.
- (f) The minutes of all Labour Management Committees meetings will be posted.
- (g) The Labour Management Committee will develop a mutually agreed upon terms of reference which will guide the management of committee meetings.

#### **4.03 Union Bargaining/Negotiating Committee**

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

### **Article 5 – Union Security**

- 5.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.
- 5.02 The Employer shall deduct from employees covered by this Collective Agreement, the appropriate assessment for Union Dues as determined by the Union and owing by the employee to the Union, each pay day, and forward the monies so deducted to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the month following, together with the names of employees added or deleted during that period who are subject to the payment of union dues as specified in this provision.
- 5.03 The total deductions for union dues shall be printed on each employee's annual statement of earnings from the Employer.
- 5.04 It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 5.05 The Employer agrees to acquaint new employees with the fact that the Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with union security and dues deducted.

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

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

5.07 Along with the deductions, the Employer will provide:

i. A completed Union dues remittance form, which will include pay period number/dates included in the report, total wages for the period of the employees with union due deductions, total number of employees with union dues deducted in the period, total union dues deducted for the period and;

ii. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employee number, dues deducted, payment date, and pay period from which dues have been deducted.

iii. The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

5.08 Annually, the Employer will provide (within two pay periods of year end) an electronic spreadsheet with the following information for all Employees: name, employment status (full-time permanent, seasonal/temporary), classification, job title, annual regular earnings, hours worked and total dues deducted from the previous year.

## **Article 6 – Job Security**

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

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

6.03 Any adverse or disciplinary reports will be removed from an employee's personnel file and shall not be used in any future disciplinary matter provided that there has been no reoccurrence of the same subject matter within a

twenty-four (24) month period of the date of the incident. It is agreed, however, that any discipline related to the demerit point system will be removed from an employee's personnel file and shall not be used in any future discipline matter as of the date the demerit points return to zero.

**6.04 Merger and Amalgamation Protection**

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

Employees should be credited with all seniority rights;

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

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

**Article 7 – Seniority**

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

b) **Breaking Seniority Dates Ties**

In order to determine seniority in the case of a tie, the seniority order will be established in the following order:

1. Previous service within the bargaining unit
2. Coin toss or drawing of a card

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

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

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

- (a) The employee resigns;
- (b) The employee retires;
- (c) The employee is discharged for just cause and not reinstated;

- (d) The employee has been absent from work for a period of more than three (3) consecutive working days without a reasonable explanation for absence;
- (e) The employee fails to return to work within ten (10) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause.

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

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

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

### **Article 8 – Layoff and Recall**

- 8.01 Notwithstanding the provisions of Article 6, a lay-off shall be defined as a reduction in the permanent workforce or a reduction in the regular hours of work as defined in this agreement.
- 8.02 When the Employer finds it necessary to lay-off a permanent employee for a period of more than one (1) weeks duration, the Employer shall give such permanent employee and the Union a notice in writing thirty (30) days before such lay-off is to occur. In no event will the notice of lay-off be less than the requirements under the Employment Standards Act.
- 8.03 Layoffs will be considered in the reverse order of seniority within the bargaining unit, subject to employees who are retained being qualified and capable to perform the jobs carried out. Employees will be recalled in order of seniority within the bargaining unit, subject to being qualified and capable to perform the jobs to be carried out.
- 8.04 **Employee Rights**
  - (1) Temporary employees shall not be permitted to work if permanent employees are laid off.
  - (2) No new employee shall be hired until those laid off, permanent employees, qualified and capable of performing the available work,

have been given the opportunity of recall.

**8.05 Continuation of Benefits**

In the event of layoff, the Employer agrees to continue to pay its share of the health benefits for employees who are laid off for a period of up to three (3) months for the following benefits: group life insurance, extended health, semi-private, dental, vision and deluxe travel. In the event of a longer layoff, the affected employee may, at their own expense, elect to continue these benefits for a further nine (9) months provided the premiums are paid in advance or by postdated cheques, to maintain the coverage.

**Article 9 – Working Schedule**

**9.01 Public Works Division**

**a) Day Shift**

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

**b) Afternoon Shift (First week of December to the second week of March)**

The basic work week for the afternoon shift consists of forty (40) hours, Monday through Thursday, from 2:00 p.m. to 12:00 a.m. of the following day, with two twenty (20) minute paid breaks per shift.

**c) Night Shift**

The basic work week for employees in the Public Works Division on the night shift, excluding sanitation, mechanics and body persons, consists of forty (40) hours, Monday through Thursday, from 9:00 p.m. to 7:00 a.m. of the following day, with two twenty (20) minute paid breaks per shift.

**d) Summer Schedule**

Employees on the day shift, excluding sanitation employees and some Parks summer job assignments, as determined by the Employer, shall work a summer schedule commencing on the first Monday in April and terminating the last Friday of October. The basic work week consists of forty (40) hours as follows:

Monday through Thursday      7:00 a.m. to 5:00 p.m. including two  
twenty (20) minute paid breaks per shift.

e) **Paid Holidays**

Employees covered by 9.01 (b), (c) and (d) may observe paid holidays in accordance with Article 13 and receive holiday pay equal to their regularly scheduled shift based on their work schedule at the time of the Public Holiday.

f) **Weekend Shift**

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

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

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

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

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

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

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

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

**g) Weekend Shift Rates**

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

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

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

- (a) during each twelve (12) hour shift, three (3) twenty (20) minute periods, two of which may, with the approval of the Employer, be consecutive; and
- (b) during each eight (8) hour shift, two (2) twenty (20) minute periods.

**i) Arboriculture Program**

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

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

To reach the Arborist 3 classification, employees must have achieved

International Society of Arboriculture (ISA) certification and shall complete 30 Continuing Education Units (CEU) credits over three (3) years in keeping with the ISA certification requirements or shall be reduced to an Arborist 2.

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

**Arborist 1 (0- 2000 hours in the program)**

Class DZ drivers' licence  
Working at Heights Certification  
Chainsaw licence and chainsaw safety training  
Aerial lift emergency evacuation and extrication training  
Chipper training  
Stumping training  
Traffic control training  
Tailboard talk training  
Emergency first aid and CPR training  
Loader/attachment training

**Arborist 2 (2001-4000 hours in the program)**

Electrical Awareness training for Urban forestry operations  
Fall protection training  
Technical tree falling and hazard and danger tree cutting training  
Production tree removal and proper pruning practices training  
Basic arborist rigging training  
Modern tree climbing technics training

**Arborist 3 (4001-10000 hours in the program)**

Obtain ISA (International Society of Arboriculture) certification  
Emergency readiness and high angle rescue training  
Arborist technical rigging training  
Tree biology and care training  
Tree risk assessment qualification (TRAQ) training  
Service request/work order system training  
Complete 30 CEU's (continuing education units) for keeping ISA certification up to date, within three (3) years of passing ISA certification  
Re-certification for all training previously provided

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

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

To fulfill the professional development requirements at each level noted above, the employer shall provide time during the scheduled shifts. The training may be provided in-house or by an external qualified instructor. The training is to be completed within each of the years specified.

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

## 9.02 **Mechanics and Vehicle Service Person**

### a) **Day Shift**

Day Shift A – Monday to Thursday, 6:00 a.m. to 4:00 p.m. with two twenty (20) minute paid breaks per shift.

Day Shift B – Tuesday to Friday, 6:00 a.m. to 4:00 p.m. with two twenty (20) minute paid breaks per shift.

### b) **Afternoon Shift**

The basic work week for Mechanics and Vehicle Service Person on the afternoon shift consists of forty (40) hours, Monday through Thursday, from 2:00 p.m. to 12:00 a.m. of the following day, with two twenty (20) minutes paid breaks per shift.

### c) **Night Shift**

The basic work week for mechanics on the night shift consists of forty (40) hours, in four (4) ten (10) hour shifts from 9:00 p.m. to 7:00 a.m. of the following day commencing either Sunday or Monday, including two twenty (20) minute paid breaks per shift.

### d) **Paid Holidays**

Employees covered by 9.02 (a), (b) and (c) may observe paid holidays in accordance with Article 13 and receive holiday pay equal to their regularly scheduled shift based on their work schedule at the time of the Public Holiday.

**9.03 Auto Body & Paint Technician**

**Day Shift**

The basic work week for body persons shall consist of forty (40) hours, four-10 hour shifts Monday through Thursday, from 6:00 a.m. to 4:00 p.m., with two twenty (20) minute paid breaks per shift.

**Paid Holidays**

Employees covered by 9.03 may observe paid holidays in accordance with Article 13 and receive holiday pay equal to their regularly scheduled shift based on their work schedule at the time of the Public Holiday.

**9.04 Solid Waste Collection**

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

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

Statutory holidays shall be banked for time off.

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

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

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

**9.05 Environmental Protection Division**

a) WWTP Operators shall normally work on a shift basis with each employee being required to work 200 hours for each five (5) week shift rotation. It is agreed that there shall be two (2) twelve (12) hour shifts within each twenty-four (24) hour period 7:00 pm to 7:00 am and 7:00 am to 7:00 pm. Millbrook Waste Water Treatment plant shift shall be Monday to Friday, 7:30 a.m. to 3:30 p.m. (includes a paid lunch).

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

Monday to Thursday: 7am to 5:00 pm. Shift shall contain two twenty minute breaks.

c) It is acknowledged that employees engaged as Wastewater Plant Operators shall receive the rates of pay shown in Schedule A when each of the five levels of provincial certification have been achieved. Operators shall be given the opportunity to prepare for and write the provincial certification examinations at least once per year. It is agreed that Wastewater Plant Operators shall not be entitled to Article 23.02 (b), except where acting in the foreman or plant maintenance position.

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

e) Waste Water Collections

The schedule for Waste Water Collections Operator and Foreman be the following hours:

Summer Hours Monday – Thursday 7 a.m. to 5 p.m. First full week of May to last full week of November.

Monday-Friday 7 a.m. to 3:30 p.m. outside summer working hours including on half hour unpaid lunch period per day.

Including two twenty (20) minute breaks

f) Paid Holidays

Employees covered by Article 9.05 may observe paid holidays in accordance with Article 13 and receive holiday pay equal to their regularly scheduled shift based on their work schedule at the time of the Public Holiday.

## 9.06 Peterborough Sport and Wellness Centre

### a) Operator Shifts

#### **Shift A – Sport and Wellness Operator**

The basic work week for employees on this shift consists of forty (40) hours, Monday through Thursday, from 5:00 a.m. to 3:30 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

#### **Shift B – Sport and Wellness Operator**

The basic work week for employees on this shift consists of thirty-six (36) hours, Monday through Wednesday, from 2:00 p.m. to 2:00 a.m. During each twelve (12) hour shift, employees on “Shift B” shall receive three (3) twenty (20) minute break periods, two of which may, with the approval of the employer, be consecutive.

**Shift C – Sport and Wellness Operator**

The basic work week for employees on this shift consists of thirty-six (36) hours, Friday through Sunday, from 5:00 a.m. to 5:00 p.m. During each twelve (12) hour shift, employees on “Shift C” shall receive three (3) twenty (20) minute break periods, two of which may, with the approval of the employer, be consecutive.

**Shift D – Sport and Wellness Operator**

The basic work week for employees on this shift consists of forty (40) hours, Thursday through Sunday, from 3:30 p.m. to 2:00 a.m., including a one-half (1/2) hour unpaid lunch period per shift.

b) Sport and Wellness Operator Shift Rates

The hourly rate of pay for employees on “Shift B” and “Shift C”, shall be calculated by multiplying the employee’s regular hourly rate by forty (40) and dividing the total by thirty-five (35). There shall be no shift bonuses for employees assigned to either “Shift B” or “Shift C” Sport and Wellness Operator(s).

c) Notice of Shift Change

With one (1) months’ notice, these hours may be changed in order to cover full week(s) of vacation for other shift operators, within the Sport and Wellness Centre, as outlined above, and only with the employee’s consent.

9.07 **Arenas Division**

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

- (a) Two (2) shifts of ten (10) hours daily; one from 5:00A.M. to 3:00 P.M., and the other from 3:00 P.M. to 1:00 A.M. Each operator shall receive three (3) consecutive days off in each seven (7) day period.
- (b) Employees shall receive two (2), ten (10) minute paid breaks per shift. There shall be one (1) twenty (20) minute paid meal break per shift.
- (c) No employee will be required to work on Christmas Day, New Year’s Day or after 4 p.m. on Christmas Eve, without the employee’s consent.
- (d) Schedules outlining work shifts for each employee shall be posted one (1) month in advance during the period of the year October 1 to April 30, and two (2) weeks in advance during the balance of the year. Such schedules shall not be altered without the consent of the Employee concerned. Each employee will be scheduled in such a

manner as to guarantee two (2) weekends off in every four (4) weekends.

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

(f) **Part Time Employees**

The engaging of employees for up to twenty-four (24) hours per week in the Arenas Division, who are excluded from this Collective Agreement, as provided in Article 2.01 e), shall not reduce the number of permanent full-time employees employed at Evinrude and Kinsmen below fifteen (15).

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

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

(i) **Peterborough Memorial Centre**

The Peterborough Memorial Centre is a unique facility based on the nature of the events held. It is considered to be part of the Arena Division. All sections of article 9.07 apply except as clarified here.

- i. The basic work week for employees consists of forty (40) hours per week, worked in rotating shifts.
- ii. There shall be two, ten hour shifts in each twenty-four (24) hour period, seven days per week. Each operator shall receive three (3) consecutive days off in each seven (7) day period.
- iii. Employees shall be required to work on New Year's Day when a tickets-sold event or building rental, minimum four hours, is scheduled. The Employer will attempt to rotate employees required to work on New Year's Day.

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

a) **Foreman 2 – Days**

The basic work week for Foreman 2 on the day shift consists of five (5) eight (8) hour shifts, Monday through Friday, from 7:00 a.m. to 3:00 p.m., with two twenty (20) minutes paid breaks per shift.

b) **Foreman 2 – Afternoons**

The basic work week for Foreman 2 on the afternoon shift consists of five (5) eight (8) hour shifts, Monday through Friday, from 3:00 p.m. to 11:00 p.m., with two twenty (20) minutes paid breaks per shift.

c) **Foreman 2 Permanent - Weekends**

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

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

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

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

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

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

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

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

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

**Weekend Shift Rates**

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

**Meal and Rest Breaks: Weekend Shifts**

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

- a) During each twelve (12) hour shift, three (3) twenty (20) minute periods, two of which may, with the approval of the Employer be consecutive; and
- b) during each eight (8) hour shift, two (2) twenty (20) minute periods.

**9.09 Marina Dock Attendants Hours of Work:**

The hours of work shall consist of forty (40) hours unless on the weekend shift, which shall consist of thirty-six (36) hours.

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

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

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

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

Alternative Hours of Work:

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

- i. Consecutive days off: All employees shall receive two consecutive days off each week;
- ii. Night Premium: All employees who work between 4:30 pm and 8:00 am, shall be paid a night shift premium identified in Article 23.04 of the Collective Agreement.
- iii. Weekend Premium: All employees who are not paid in accordance with 9.01 f) and who work between 7:00 pm Friday and 8:00 am Monday shall be paid a weekend shift premium in accordance with Article 23.04, and thereafter this premium will be indexed according to the annual wage increase, per hour worked in addition to any other applicable premium.

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

**9.10 Storekeeper**

The basic work week for the Storekeeper consists of forty (40) hours, Monday through Friday, from 6:30 a.m. to 3:00 p.m., including a one-half (1/2) hour unpaid lunch period per shift.

**Summer Schedule**

The Storekeeper will work a summer schedule commencing on the first Monday in April and terminating the last Friday in October. The work week consists of forty (40) hours as follows:

Monday through Thursday, 6:00 a.m. to 4:00 p.m. including two twenty (20) minute paid breaks per shift.

The Storekeeper may observe paid holidays in accordance with Article 13 and receive holiday pay equal to their regularly scheduled shift based on their work schedule at the time of the Public Holiday.

**9.11 Recreation and Park Services**

Upon the creation of the Recreation Facility and Parks Operator positions, and upon implementation of the revised crew structure in Recreation and Parks, the following schedule will take effect.

The basic work week for employees of the Recreation and Parks Services Division consists of forty (40) hours (except those on weekends) as follows:

**a) Operators - Indoor Complex Facilities**

i) Two (2) shifts of ten (10) hours daily; one from 5:00 a.m. to 3:00 p.m., and the other from 3:00 p.m. to 1:00 a.m. Each operator shall receive three (3) consecutive days off in each seven (7) day period.

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

**b) Operators - Indoor Non-Complex Facilities**

The basic work week for employees at the Non-Complex (Lawn Bowling Club, and Navy Club) consists of forty (40) hours, as follows:

- i) Two (2) shifts of ten (10) hours daily; one from 5:00 a.m. to 3:00 p.m., and the other from 3:00 a.m. to 1:00 a.m. Each operator shall receive three (3) consecutive days off in each seven (7) day period.
- ii) Employees shall receive two (2), ten (10) minute paid breaks per shift. There shall be one (1) twenty (20) minute paid meal break per shift.

**c) Operators - Park Services and Seasonal Facilities**

**Operator Days**

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

**Operator Afternoons**

The basic work week for employees on the afternoon shift consists of five (5) eight (8) hour shifts, Monday through Friday, from 3:00 p.m. to 11:00 p.m., with two twenty (20) minutes paid breaks per shift.

**Operator Weekends**

The basic work week for employees on this shift consists of thirty-six (36) hours, Friday through Sunday, from 7:00 a.m. to 7:00 p.m. During each twelve (12) hour shift, employees on weekends shall receive three (3) twenty (20) minute break periods, two of which may, with the approval of the employer, be consecutive. Weekend shifts, as specified in Article 9.01 f), shall be paid the weekend shift rate as per Article 9.01 g). Article 9.01 h) shall also apply.

**d) Recreation Facility and Parks – Foreman 2**

**i) Foreman 2 – Days**

The basic work week for Foreman 2 on the day shift consists of five (5) eight (8) hour shifts, Monday through Friday, from 7:00 a.m. to 3:00 p.m., with two twenty (20) minutes paid breaks per shift.

**ii) Foreman 2 – Afternoons**

The basic work week for Foreman 2 on the afternoon shift consists of five (5) eight (8) hour shifts, Monday through Friday, from 3:00 p.m. to 11:00 p.m., with two twenty (20) minutes paid breaks per shift.

**iii) Foreman 2 Permanent – Weekends**

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

(12 hours) Friday 7 am – Friday 7 pm

(12 hours) Saturday 7 am – Saturday 7 pm

(12 hours) Sunday 7 am – Sunday 7 pm

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

(12 hours) Friday 7 am – Friday 7 pm

(12 hours) Saturday 7 am – Saturday 7 pm

(12 hours) Sunday 7 am – Sunday 7 pm

(12 hours) Monday 11 am – 11 pm

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

(12 hours) Friday 7 am – Friday 7 pm

(12 hours) Saturday 7 am – Saturday 7 pm

(12 hours) Sunday 7 am – Sunday 7 pm

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

(12 hours) Day of holiday 11 am – 11 pm

(12 hours) Friday 7 am – Friday 7 pm

(12 hours) Saturday 7 am – Saturday 7 pm

(12 hours) Sunday 7 am – Sunday 7 pm

**e) Recreation Attendants – Parks/Marina/Non-Complex Facility**

The hours of work shall consist of forty (40) hours unless on the weekend shift, which shall consist of thirty-six (36) hours.

The Union shall be provided with the following within one (1) week of hiring the Recreation Attendants:

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

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

**Alternative Hours of Work:**

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

- i. **Consecutive days off:** All employees shall receive two consecutive days off each week;
- ii. **Night Premium:** All employees who work between 4:30 pm and 8:00 am, shall be paid a night shift premium identified in Article 23.04 of the Collective Agreement.
- iii. **Weekend Premium:** All employees who are not paid in accordance with 9.01 f) and who work between 7:00 pm Friday and 8:00 am Monday shall be paid a weekend shift premium in accordance with Article 23.04, and thereafter this premium will be indexed according to the annual wage increase, per hour worked in addition to any other applicable premium.
- f) No employee will be required to work on Christmas Day, New Year's Day or after 4 p.m. on Christmas Eve, without the employee's consent.**
- g) Schedules outlining work shifts for each employee shall be posted one (1) month in advance. Such schedules shall not be altered without the consent of the Employee concerned. Each operator on a rotation will be scheduled in such a manner as to guarantee two (2) weekends off in every four (4) weekends.**
- h) No employee will be required to work a split shift and shall not be rescheduled from nights to days during any shift.**
- i) Part Time Employees – Non-Union**

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

In addition, an employee who is engaged for less than twenty-four (24)

hours per week, who is excluded from the scope of this Collective Agreement, shall not work unless a full-time employee is present.

## **Article 10 – Temporary Employees**

### **10.01 Definition**

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

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

### **10.02 The Employer may hire temporary employees:**

- a) for the period between the first (1st) day of April and the thirtieth (30th) day of November of each year, and
  - i) they shall not during this period qualify as permanent employees even though their employment exceeds sixty-five (65) working days within a period of six (6) consecutive months; and
  - ii) if any of these employees are employed beyond the thirtieth (30th) day of November, and if on the first (1st.) day of December such employee has to their credit more than sixty-five (65) working days within a period of six (6) consecutive months, such employee shall immediately qualify as a permanent employee; and
  - iii) the Employer shall reimburse such an employee on the first (1st) day of December the difference in wages between the starting rate and the rate paid for the job that they did for all the period exceeding such sixty-five (65) day period from the start of their employment; and
  - iv) at no time shall the number of temporary employees through the period from the first (1st) day of April to the thirtieth (30th) day of November exceed fifty (50) percent of the total number of employees in the Union.

- b) to replace an employee on leave of absence pursuant to Article 15.03, Article 15.08 (Pregnancy, Adoptive and Parental Leave), Article 15.07 (Jury Duty) and Article 15.04 (Education) and Article 15.05 (Personal Leave) for the full term of any such leave of absence.
  - c) at any time during the year to replace a permanent employee who is absent for a time in excess of thirty (30) days due to illness or compensable injury under Workers' Compensation. Where practical, the temporary employee engaged under this provision will be hired at the entry level job.
  - d) to participate in special government assisted make-work projects and to determine the hourly rate of pay for such employees, which will not be less than the Temporary Labour rate.
  - e) any time of the year in the Arenas Division, provided that at no time shall the number of temporary employees exceed fifty per cent (50%) of the total number of permanent employees in the Arenas Division. The employing of temporary employees shall not reduce the complement of permanent Arena Division employees.
- 10.03 Notwithstanding Article 10.02 a) ii), a temporary employee hired under Article 10.02 b), c), d) and e), shall be hired on a temporary basis only and shall not during this period of employment qualify as a permanent employee even though employment exceeds sixty-five (65) working days in a period of six (6) consecutive months.
- 10.04 The Union will be advised monthly of temporary staffing complement by department.
- 10.05 **Posting of Temporary Position**
- A temporary position for a term exceeding three (3) months shall be posted in all Departments and Divisions for a minimum period of ten (10) days. Applications shall be reviewed in accordance with Article 11.03 (a) and (b) where applicable. The Employer shall not be obligated to award the position to any employee unless the Employer is satisfied that it can secure a qualified replacement for the term of the temporary position. When the position is filled, the successful employee shall receive the applicable rate for the job, and at the end of the temporary assignment, shall return to their original position. During the temporary assignment a permanent employee shall continue to be covered by all of the provisions of this Collective Agreement excepting that the employee shall not have the right to return to their former position, pursuant to Article 11.04.
- 10.06 Article 10.05 shall apply only to the original temporary position.

**10.07 Temporary Employee Entitlements**

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

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

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

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

**10.09 Termination of Temporary Employee**

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

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

## **Article 11 – Job Vacancies, Promotions and Transfers**

- 11.01 A vacancy shall be created when:
- (a) A new position is created; or
  - (b) An employee transfers out of a position, is terminated or retires, and approval for replacement is granted.
- 11.02
- (a) When a vacancy as outlined in Article 11.01 occurs notices shall be posted within ten (10) days at appropriate locations including all bulletin boards for a minimum period of ten (10) days.
  - (b) The notice shall set out a job description with a copy supplied to the Union on or previous to the date of the posting. Late applications for available postings will be accepted from employees on vacation or approved leave, up to the date of interviews being conducted.
  - (c) Each notice shall contain the following; nature of position, qualifications, required knowledge and education; skills; shifts; hours of work; wage or salary or range. Such qualifications and requirements shall be those necessary to perform the job function.
  - (d) The Employer agrees to provide to the Union at the time of posting of a vacancy under (a) above, a copy of the authorizing document that shall include the corresponding Job Posting Number.
  - (e) **Rates of Pay for Transferring Employees**
    - i) An employee transferring to a PW Operator or Arena Operator, from any other division shall enter the operator grid at the equivalent years of service, to a maximum of Operator three.
    - ii) An employee transferring to a PW Operator or Arena Operator, from within their division shall enter the operator grid at their equivalent year of service.
    - iii) An employee transferring to Arboriculture shall enter the program at their equivalent level, based on their qualifications as set out in the Collective Agreement.
    - iv) Effective January 1, 2018, a WWC Operator transferring to a PW Operator or Arena Operator shall enter the operator grid at their equivalent years of service, to a maximum of Operator 3.
    - v) An employee transferring to a PW Operator from PW Service Person or Mechanic shall enter the operator grid at their equivalent years of service, to a maximum of Operator 3.

**11.03 Priority in Filling Vacancies**

- (a) In filling a vacancy required to be posted pursuant to this Article, the Employer shall consider applicants in the following order:
- Permanent employees in CUPE Local 504;  
Temporary employees in CUPE Local 504;  
Employees in CUPE Local 126 and 1833; and  
Any other applicants.
- (b) In evaluating applicants for a vacancy, the Employer shall consider physical fitness, skill and ability, licences where required, training and experience, and past work record with the Employer.
- (c) Where, in the judgement of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in Article 11.03 (b) are relatively equal to the extent that such factors are relevant to the job, the most senior candidate shall be awarded the position.
- (d) Where an internal employee is the successful candidate, he/she shall be notified of such within thirty (30) working days from the closing date of the job posting. The effective date of the appointment and other details of the transfer will be at the discretion of the manager.

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

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

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

**11.06 Temporary to Permanent Employee**

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

- (a) The employee's seniority will be effective from the first day of continuous employment.
- (b) The probation period referred to in Article 11.05 will be waived. If the employee has not worked 65 days, the probation period shall be reduced by the number of days worked.

## **Article 12 – Overtime**

- 12.01 All time worked outside of a regularly scheduled shift shall be overtime.
- 12.02 Overtime shall be compensated at a rate of one and one-half (1½) times the regular hourly rate except on Saturdays and Sundays or paid holidays when the rate shall be two (2) times the regular rate.
- 12.03 (a) Scheduled overtime not attached to a regularly scheduled shift shall be offered to qualified permanent employees prior to being offered to any temporary employees.
- (b) When overtime is required which is not attached to a regularly scheduled shift, the following rules shall apply:
- i) If the overtime is required for work done by a particular unit or assignment, it shall be offered first, by seniority, to those permanent employees who hold the unit or assignment required to perform the overtime work;
  - ii) if overtime is required which does not entail a particular unit or assignment, it shall be offered by seniority to the qualified permanent employee able to perform the work;
  - iii) if there are no permanent employees available to perform the overtime work, overtime shall be offered to temporary employees.

### **12.04 Overtime and Banking**

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

**12.05 Minimum Call Back**

An employee who is called in and required to work outside their regular shift shall be paid for a minimum of three (3) hours at overtime rates unless the call-in is immediately prior to the shift, in which case there shall be no minimum.

**12.06 No Layoff for Overtime**

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

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

**Article 13 – Paid Holidays**

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

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

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

13.02 An employee shall qualify for a paid holiday provided:

- a) the employee works the employee's regular shift before and after the holiday, or
- b) the employee was on scheduled vacation, or
- c) the employee was on approved Sick Leave in accordance with Article 18, or
- d) the employee was on leave of absence with pay, or
- e) the employee was on leave of absence without pay for less than three (3) days.

**13.03 Scheduled to Work**

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

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

agreement.

- (a) When an employee is scheduled to work as part of a normal work week, and is not required to work, the employee will receive pay at the employee's regular rate for their regularly scheduled shift length,

or

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

or

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

or

- (d) When an employee is not scheduled to work on a paid holiday, the employee will receive an additional eight (8) hours off, with pay, or eight (8) hours pay at the regular rate. For those employees scheduled on ten (10) hour shifts, the employee shall receive an additional ten (10) hours off, with pay, or ten (10) hours pay at the regular rate.

#### 13.04 **Call In**

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

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

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

#### **Article 14 – Vacations**

- 14.01 Every employee shall be entitled to an annual vacation or payment in lieu thereof, based on the date of permanent hire, as follows:
- (a) An employee with less than one (1) year's service as of July 1<sup>st</sup> in any calendar year, shall be allowed paid vacation at the rate of one (1) day for each complete month of service, to a maximum of eight days, provided the employee commenced work on the first working day of the month.
  - (b) An employee shall be allowed two (2) weeks paid vacation in the calendar year if their first (1<sup>st</sup>) anniversary falls prior to July 1<sup>st</sup>.
  - (c) An employee shall be allowed three (3) weeks paid vacation in the calendar year in which their second (2<sup>nd</sup>) anniversary falls.
  - (d) An employee shall be allowed four (4) weeks paid vacation in the calendar year in which their tenth (10<sup>th</sup>) anniversary falls.
  - (e) An employee shall be allowed five (5) weeks paid vacation in the calendar year in which their fifteenth (15<sup>th</sup>) anniversary falls.
  - (f) An employee shall be allowed five (5) weeks plus one (1) day paid vacation in the calendar year in which their nineteenth (19) anniversary falls
  - (g) An employee shall be allowed five (5) weeks plus two (2) days paid vacation in the calendar year in which their twentieth (20) anniversary falls.
  - (h) An employee shall be allowed five (5) weeks plus three (3) days paid vacation in the calendar year in which their twenty-first (21) anniversary falls.
  - (i) An employee shall be allowed six (6) weeks vacation in the calendar year in which their twenty second (22) anniversary falls.
- 14.02 Employees shall not be permitted to forego their vacation period in order to obtain pay in lieu of time off for vacation.

- 14.03 Vacation shall be taken during the year in which it applies, unless otherwise approved by the Director, People & Culture, or Delegate. Employees who are unable to schedule their vacation period due to operational requirements or extenuating circumstances may request to carry over vacation, into the next year.
- 14.04 Scheduling of vacation shall be at the discretion of the Employer. Preference of scheduling for vacation shall be based on seniority, subject to the approval of the Employer.
- 14.05 If an employee is hospitalized or requires surgical or medical treatment which will extend into the period of the employee's planned vacation, that employee shall have the right to sign for an alternative vacation period, to be taken at a mutually agreed time.
- 14.06 **Clarification of Vacation Payout**
- Any permanent employee whose employment is terminated during the year, shall have his/her vacation entitlement prorated accordingly.
- 14.07 A temporary employee, who is hired as a permanent employee, with no break in service, may elect to transfer vacation pay earned, to be taken as vacation with pay.

## **Article 15 – Leave of Absence**

- 15.01 Leave of absence with pay shall be granted to such officers or duly appointed representatives of the Union who may be required to attend meetings called under the jurisdiction of the Ontario Labour Relations Board, or to attend wage and contract negotiations, grievance work, or any other business that may properly come between the Employer and the Union. 72 hours notice shall be provided to the Employer of such leave, wherever possible.
- 15.02 Reasonable leave of absence without pay shall be granted to Union officers or delegates to attend Union conventions, or other Union business provided each request is received in writing by the Human Resources Division seventy-two (72) hours in advance of such requirement.
- Upon request, employees on leave of absence for union business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.
- 15.03 Leave of absence without pay shall be granted to employees who are successful in securing opportunities as staff within CUPE. Upon request, employees on leave of absence for staff opportunities within CUPE will receive their regular pay and those benefits under Article 19 for such period of

absence and the Employer shall bill CUPE National for all wages and benefits received during such absence.

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

**15.04 Educational Leave**

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

**15.05 Personal Leave**

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

**15.06 Compassionate Leave**

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

- (a) Employee's spouse, same sex partner, father, mother, children, step-father, step-mother, or step-children, seven (7) calendar days.
- (b) Employee's sister, brother, grandparent/in-law, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, three (3) working days.
- (c) Aunt/in-law or uncle/in-law, niece/in-law and nephew/in-law, one (1) day (being the day of the funeral).
- (d) Under exceptional circumstances leave may be granted or extended with the approval of the Director, People& Culture, or Delegate. However, a leave of two (2) days or less may be approved by the Department Commissioner. Only such time as is required to fulfil the above obligation on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Employer as soon as possible of the need for such a leave of absence.

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

the employee and the employer.

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

**15.07 Jury Duty**

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

**15.08 Pregnancy and Parental Leave**

- (a) The Employer shall grant an Employee, who is a natural or adoptive mother, a pregnancy and/or parental 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 the greater of up to sixty-one (61) or sixty-three (63) weeks without pay as defined by the Employment Standards Act, provided the conditions are of (a) are met. The duration provided for in this article will be amended in accordance with any changes to the Employment Standards Act.

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 their own.

- (c) During such leave the employee's benefits, under Article 19, shall be continued by the Employer.

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

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

#### **15.09 Personal Days**

- (a) Each full-time employee as of January 1 of each year shall be granted one (1) personal day.
- (b) Such personal days must be utilized as a full day off, with the approval of the manager or designate, provided such days are taken at a time when no replacement is required.
- (c) Personal days shall be taken in the year in which they are granted and shall not be carried over.

#### **Article 16 – Strikes and Lockouts**

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

#### **Article 17 – Working Conditions**

- 17.01 The Employer agrees to provide heated accommodations for use of the employees during noon lunch period, such accommodations to be kept in a reasonable state of cleanliness.
- 17.02 Prior to operating any equipment the employee shall be satisfied that the equipment is complete and can be operated safely. The employee shall report to the foreman immediately if the equipment is not satisfactory in all respects.
- 17.03 Each employee, except on the weekend shift, is entitled to a ten (10) minute rest period in each half of a shift.
- 17.04 When a permanent employee decides to terminate their employment with the Employer, such employee shall give the Employer a written notice of seven (7) days before the termination of such employment.
- 17.05 The Employer agrees that their bulletin boards shall be available to the Union

for posting notices.

**17.06 Uniforms**

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

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

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

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

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

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

- parka

e) Blue outerwear for Environmental Protection will be issued on an as-need basis:

- Parka
- coveralls

f) In lieu of the list in 17.06 b), the following clothing is provided to employees on an annual basis who hold the classification of WWTP Licensed Electrician:

- 5 – Long Sleeve fire rated Work Shirts
- 5 – Work Pants, fire rated
- 1 – Spring/Fall fire rated jacket
- 1 - Winter Liner for above fire rated Jacket
- 5 100% cotton socks
- 7 100% cotton underwear

On an as-needed basis:

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

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

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

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

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

17.11 An allowance of up to six hundred (\$600) dollars, within the two (2) calendar year time period, will be paid to each permanent employee, upon submission of acceptable receipt specifying the purchase of appropriate C.S.A. approved safety footwear. The date of purchase shall be used to determine the

appropriate allowance within the two (2) calendar year time period, which, for clarity shall begin January 1, 2020.

**17.12 Temporary Employee Uniform**

Three (3) T-shirts

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

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

**17.15 Tool Allowance**

The Employer agrees to provide a six hundred (\$600) dollar tool allowance each year to the mechanics and the body person payable in the first pay period in February.

**17.16 Maintenance of DZ License and Endorsement**

The employee is responsible to ensure that his/her DZ license and endorsement is maintained. The Employer agrees to pay the fee required for the Z endorsement medical, upon submission of appropriate receipt, to a maximum of \$200.

**Article 18 – Welfare**

**18.01 Definition of Sick Leave**

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

**(a) Short Term Disability**

In accordance with By-law #1988-252, which supersedes By-law #4833, the following short-term disability plan is provided. Entitlement to short-term disability benefits shall be based on the length of service

as a permanent, full-time employee calculated from the employee's date of permanent hire, according to the following schedule.

<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.

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

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

**(c) Certificate of Illness**

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

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

**(d) Should an employee be ill for an extended period on one (1) or more occasions in a calendar year such that the employee exhausts their short term protection at one hundred (100) percent of salary, coverage**

for new illnesses will be available for seventeen (17) weeks at seventy-five (75) percent of salary.

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

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

- (f) **Immediate Family Illness**

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

## 18.02 **Long Term Disability**

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

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

- (b) **Benefits While on Long Term Disability**

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

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

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

- i) vacation entitlement would continue when the employee qualifies and is receiving short-term disability benefits only; future vacation entitlement will be prorated once the employee returns from LTD. It is agreed that the proration will only affect the number of days they receive in that vacation year but shall not affect the progression from one level of vacation entitlement to the next, and
  - ii) a position will be held available for an employee from the initial date of disability which necessitates continuous absence from employment.
- (d) It is understood that the terms and conditions of the long term disability policy are not subject to the grievance provisions of this agreement. However rejection or delays of claims due to Employer error, may be grieved.

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

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

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

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

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

## **Article 19 – Benefits**

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

- (a) Employer Health Tax
- (b) Group Life Insurance at two (2) times the employee's salary to a maximum of policy holder.
- (c) Extended Health Drug Plan
- (d) Semi-Private Hospital coverage or equivalent.
- (e) A Dental Plan # 9, to current less one (1) year, with recall at nine (9) months for those individuals over twelve (12) years of age.

Orthodontic Coverage: subject to twenty-five percent (25%) co-insurance (employee portion) with a lifetime maximum benefit of \$6,000 per insured.

Major Restorative Services (including but not limited to crowns/implants, dentures and/or bridgework) subject to twenty-five percent (25%) co-insurance (employee portion) with a lifetime maximum benefit of \$6,000 per insured family member.

- (f) Vision family coverage to \$700 every 24 months.  
An employee may elect to use vision coverage in one 24-month period to pay for the costs of laser surgery. The Employer agrees to cover the cost of laser surgery for the insured individual only to a maximum of \$500.00/eye. It is understood that an employee shall have access to the vision family coverage of \$700.00 after 24 months and from that point forward.  
Eye examinations of up to \$100 per insured family member every 24 months.
- (g) Hearing Aids: Lifetime maximum of \$500.00.
- (h) Out-of-province deluxe travel coverage.

### **Paramedical Benefits**

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

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

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

#### **19.02 Change of Benefit/Carrier**

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

#### **19.03 Benefits for Retirees**

The Employer will continue payment of Extended Health, Semi-Private Health Care Coverage, Dental or equivalent for any employee from the date of early retirement to the age of sixty-five (65).

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

Orthodontic Coverage: subject to twenty-five percent (25%) co-insurance (employee portion) with a lifetime maximum benefit of \$6,000 per insured.

Major Restorative Services (including but not limited to crowns/implants, dentures and/or bridgework) subject to twenty-five percent (25%) co-insurance (employee portion) with a lifetime maximum benefit of \$6,000 per insured family member.

#### **19.04 OMERS Pension**

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

**19.05 Over Age Dependents**

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

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

**Article 20 – Grievance Procedure**

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

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

20.03 Should any dispute arise between the Employer and the Union there shall be no suspensions of work on the part of the Employer or employee on account of such dispute, but instead an earnest effort shall be made promptly to adjust such dispute by negotiation.

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

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

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

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

**Step 1**

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

**Step 2**

Failing satisfactory settlement within five (5) working days after the discussion was held under Step 1, the grievance, which shall be in writing and signed by

the grieving employee, shall be submitted to the manager. The manager shall render a decision, in writing, within five (5) working days after receipt of the grievance.

**Step 3**

Failing satisfactory settlement in Step 2, the Union shall submit the grievance, within five (5) working days after receipt of the decision of the manager, to the Director, People & Culture, or Delegate, who shall hold a meeting with the Grievance Committee within ten (10) working days after receipt of the grievance. The Director, People & Culture, or Delegate, shall render a decision, in writing, within ten (10) working days after the meeting.

**Step 4**

Failing satisfactory settlement in Step 3, the Union may refer the grievance to arbitration in accordance with Article 21, so long as written notice of such referral is provided to the Employer within ten (10) working days after receipt of the decision of the Director, People & Culture, or Delegate.

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

**20.09 Policy Grievance**

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

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

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

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

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

- 20.14 A Union Steward may discuss a complaint with an employee without loss of pay during his/her regular shift, provided that permission from the manager is obtained prior to the meeting. Such permission is not to be unreasonably withheld provided this time is kept to a minimum.
- 20.15 Any mutually agreed changes to this collective agreement shall form part of the agreement and are subject to the grievance procedure.

## **Article 21 – Arbitration**

### **21.01 Right of Parties to Proceed to Arbitration:**

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

### **21.02 Composition of Board of Arbitration:**

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

### **21.03 Failure to Appoint:**

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

### **21.04 Board Procedure:**

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

21.05 Decision of the Board:

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

21.06 Disagreement on Decision:

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

21.07 Expenses of the Board:

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

21.08 Witnesses:

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

21.09 Sole Arbitrator:

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

**Article 22 – New Job Classifications**

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

## **Article 23 – Wages**

### **23.01 Schedule A**

- (a) The hourly rates to be paid to employees shall be in accordance with the schedule marked "Schedule "A" attached hereto,
- (b) Each employee shall be paid by direct deposit on a weekly basis every Thursday to a bank of their choice, effective January 1, 2021.
- (c) Employees who hold positions in the PW Operator, Arena Operator, Sports Wellness Operator and/or Storekeeper/Receiver job classifications shall progress one step up the grid each January 1 until they reach the top job rate. For clarity, a PW Operator III on December 31 shall move to PW Operator IV on January 1.

### **23.02 Rate of Pay for Temporary Assignments**

- (a) When an employee is directed to relieve in the plant maintenance, foreman or sanitation position the employee shall receive the rate for the higher-rated position for the full shift after having served therein a period of three (3) hours.
- (b) When a temporary employee is directed to operate a vehicle for a period of three hours or more, the employee shall receive the higher rate for the entire shift.
- (c) When an employee is directed to relieve in a position of lower rating, the employee's regular rate of pay shall be maintained while so assigned.
- (d) Where a crew of five (5) or more is assigned a task without a regular Working Foreman, a temporary Working Foreman will be assigned by the Employer for that task and shall be paid as a temporary Working Foreman for all time so assigned.
- (e) When an employee is directed to operate heavy equipment, the employee shall receive the Heavy Equipment Premium in Schedule A (Premiums) for the full shift after having served therein a period of three (3) hours. The Premium shall apply to the following equipment when operating the equipment outside of the designated Municipal operation centres:
  - i. Grader operation
  - ii. Back Hoe operation for excavating purposes only
  - iii. Loader Mounted Blower operation

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

23.04 **Shift Bonus**

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

Public Works Division

Article 9.01 c (Night shift)

Article 9.01 b (Afternoon shift)

Article 9.02 (Mechanics, Body and Paint Technician evening and night shift)

Environmental Protection Division

Article 9.05 (evening and night shifts);

Arenas Division

Article 9.07 (evening and night shift)

(b) In addition to the provisions of Article 23.04 (a) an employee who is scheduled to work on a Saturday or a Sunday as part of a regular forty (40) hour per week schedule, shall be paid the shift bonus for each hour actually worked on a Saturday or Sunday.

23.05 **Training Course**

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

(a) Type of course (subject and material covered).

(b) Time, duration and location of course.

(c) Minimum qualifications required for the applicant.

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

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

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

1. For re-certification and/or for legislative requirements

2. To employees currently holding a permanent work assignment in the activity related to the training
3. To employees currently holding a temporary work assignment in the activity related to the training
4. To employees not trained in the activity related to the training.

#### **Article 24 – Duration of Collective Agreement**

- 24.01 This Collective Agreement shall remain in effect until December 31, 2026. Unless either party gives to the other party written notice of termination or of a desire to amend this Collective Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 24.02 Notice that amendments are desired or requested by either party, or that either party intends to terminate this Collective Agreement, may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Collective Agreement, or to any anniversary of such expiration date. The said notice shall set out in detail the amendments desired so that the other party may have an opportunity to prepare all necessary information to discuss such amendments.
- 24.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice if requested to do so.
- 24.04 It is further provided that during any negotiations resulting from notice of termination or notice of amendment, either party may bring forward counter proposals arising out of, or strictly related to, the original detailed request for amendment.

**Schedule A – C.U.P.E. Local 504**

	<b>\$1.28</b>	<b>\$1.28</b>	<b>\$1.28</b>
	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>	<b>Jan. 1, 2026</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b><u>Environmental Protection Division</u></b>			
WWTP Temporary Labourer	22.30	23.58	24.86
WWTP Operator in Training	27.55	28.83	30.11
WWTP Operator I	31.55	32.83	34.11
WWTP Operator 2	32.77	34.05	35.33
WWTP Operator 3	34.03	35.31	36.59
WWTP Operator 4	36.28	37.56	38.84
WWTP Plant Maintenance 1	32.77	34.05	35.33
WWTP Plant Maintenance 2	34.88	36.16	37.44
WWTP Plant Maintenance 3*	36.28	37.56	38.84
WWTP Licensed Electrician	36.28	37.56	38.84
Environmental Protection Foreman 2	39.01	40.29	38.84
*Employees are eligible for this rate if they obtain the Class 4 Operator license			
WWC Operator in Training	27.55	28.83	30.11
WWC 1 Operator	31.55	32.83	34.11
WWC 2 Operator	32.77	34.05	35.33
WWC 3 Operator	34.03	35.31	36.59
Permanent Foreman 2 - Sewers	39.01	40.29	41.57

	<b>\$1.28</b>	<b>\$1.28</b>	<b>\$1.28</b>
	<b>Jan. 1, 2024</b>	<b>Jan. 1, 2025</b>	<b>Jan. 1, 2026</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
<b><u>Public Works</u></b>			
PW Temporary Labour	22.30	23.58	24.86
PW Operator 1	26.42	27.70	28.98
PW Operator 2	27.39	28.67	29.95
PW Operator 3	28.37	29.65	30.93
PW Operator 4	29.35	30.63	31.91
PW Operator 5	29.83	31.11	32.39
PW Operator 6	30.31	31.59	32.87
PW Arborist1	29.87	31.15	32.43
PW Arborist 2	30.34	31.62	32.90
PW Arborist 3	31.60	32.88	34.16
Temporary Solid Waste Collection – PW Operator 1 plus \$1.00	27.42	28.70	29.98
– PW Operator 1 plus \$1.00			
Solid Waste Collection One-Man	Applicable PW Operator plus \$1.00		
Solid Waste Collection Two-Man	Applicable PW Operator plus \$1.00		
PW Temporary/Seasonal Foreman 1	33.95	35.23	36.51
PW Permanent Foreman 2	37.46	38.74	40.02
PW Service Person	30.31	31.59	32.87
PW Mechanic	41.02	42.30	43.58
Auto Body & Paint Technician	41.02	42.30	43.58
PW Mechanic Foreman 1	42.54	43.82	45.10
PW Mechanic Foreman 2	43.65	44.93	46.21
PW Weekend Shift Rates (Rate based on calculation. Refer to 9.01 f)			

	\$1.28	\$1.28	\$1.28
	Jan. 1, 2024 Hourly Rate	Jan. 1, 2025 Hourly Rate	Jan. 1, 2026 Hourly Rate
<b><u>Recreation &amp; Parks Division</u></b>			
Sport & Wellness Centre Operator 1	28.90	30.18	31.46
Sport & Wellness Centre Operator 2	30.13	31.41	32.69
Sport & Wellness Centre Operator 1 (3x12 hour shift)	32.85	34.13	35.41
Sport & Wellness Centre Operator 2 (3x12 hour shift)	34.25	35.53	36.81
Marina Attendants	22.30	23.58	24.86
Temporary Arena Labourer	22.30	23.58	24.86
Arena Operator 1	26.42	27.70	28.98
Arena Operator 2	27.39	28.67	29.95
Arena Operator 3	28.37	29.65	30.93
Arena Operator 4	29.35	30.63	31.91
Arena Operator 5	29.83	31.11	32.39
Arena Operator 6	30.31	31.59	32.87
Temporary/Seasonal Arena Foreman 1	33.95	35.23	36.51
Arena Foreman 2 Permanent	37.46	38.74	40.02
Arena Foreman 2 Permanent - Weekend	42.81	44.27	45.74
<b><u>Materials Management Division</u></b>			
Storekeeper/Receiver 1	28.67	29.95	31.23
Storekeeper/Receiver 2	29.53	30.81	32.09
Storekeeper/Receiver 3	30.36	31.64	32.92
Storekeeper/Receiver 4	21.20	32.48	33.76
Storekeeper/Receiver 5	32.07	33.35	34.63
Storekeeper/Receiver 6	32.93	34.21	35.49
<b><u>Premiums</u></b>			
Shift Bonus	1.23	1.27	1.31
Heavy Equipment Operator	2.06	2.12	2.18

In Witness Whereof, the Employer and the Union have caused this instrument to be Signed this 14 day of February, 2025.

The Corporation of the  
City of Peterborough

J. Leal  
Mayor

J. Kennedy  
Clerk

The Canadian Union of Public  
Employees and its Local 504

Severally Witnessed

J. McFarlane

J. Horrigan  
President

J. Clapinson  
Recording Secretary

C. Carl

M. Curtis

B. Walters

J. O'Brien  
CUPE National Representative

M. Maddock  
CUPE National Representative

Prepared by Employer  
Reviewed by KG/COPE491

**Appendix A - Letter of Understanding: Modified Work Program**

**Letter of Understanding**

**BETWEEN**

**CUPE LOCAL 504  
(the "Union")**

**-and-**

**THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")**

**Re: Modified Work Program - Workers Compensation Act.**

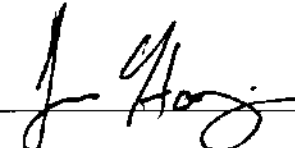
Notwithstanding the provisions of paragraph 10.02(ii) of the Collective Agreement, the parties hereby agree to the introduction of a modified work program under the Workers Compensation Act, that will enable the Employer to provide suitable, modified work opportunities to an injured temporary worker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

Resigned this 21<sup>st</sup> day of March, 2024, at the City of Peterborough.

CORPORATION OF THE  
CITY OF PETERBOROUGH

  
Mara Vande BEEK

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504

  
Jesse Horrigan

Originally signed Nov 26, 1997

## **Appendix B – Letter of Agreement: Expression of Interest Public Works**

### **Letter of Agreement**

**between:**

**The Corporation of the City of Peterborough**

**hereinafter called the “Employer”**

**-and-**

**Canadian Union of Public Employees and its**

**Local 504**

**hereinafter call the “Union”**

### **Without Prejudice and Precedent**

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

### **Expression of Interest**

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

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

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

2. Summer Temporary Work Assignments will be posted each year in February and Winter Temporary Work Assignments will be posted each year in September. Temporary Work Assignments will be open to all permanent Public Works employees and permanent CUPE 504 employees approved for transfer to Public Works at the time the Expression of Interest is posted.
3. The Employer will review the applications received for the various Expressions of

Interest and as per Article 11.03 will determine the successful candidate.

4. The filling of vacant Temporary Work Assignments will apply only to the original vacancy. The Employer will appoint an employee to a Temporary Work Assignment that may become available as a result of the original vacancy.
5. In the event no employee expresses interest in a work assignment, the Employer may appoint any employee to a work assignment from the unassigned pool, except for Solid Waste and Green Waste Collection, in order to meet the operational needs of the division. Junior Public Works Operators, Class 1 through 6, and Arborist, Class 1 through 5, will be assigned to permanent, temporary and short-term work assignments for Solid Waste and Green Waste, except when junior employee is scheduled for training.
6. Work assignments at the Temporary Labourer position will not be posted.
7. Employees appointed to Permanent or Temporary Assignments may be required to perform short-term assignments as per the Short-term Assignment Policy. It is understood and agreed, an employee will not be reassigned to a short-term work assignment unless mutually agreed to by the Union and the Employer, if his permanent or temporary work assignment is still required.
8. If an employee who holds a permanent assignment accepts a second consecutive temporary work assignment, they must vacate their permanent work assignment.

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

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

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

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

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

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

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

duration of three (3) months and less than eight (8) months (e.g. sidewalk reconstruction)

3. Short Term Work Assignments – are relatively continuous and do not exceed a duration of three (3) months (e.g. pavement sweeping for winter clean-up) and/or relatively non-continuous and may re-occur throughout the year (e.g. winter play structure inspection – once per month for 2-3 days from November to April) and/or coverage for vacations, short term illnesses, training, and backfill for employee on temporary work assignment.
4. Any new assignments that fit the description of Permanent work Assignments or Temporary Work Assignment shall be added to the lists of Appendix A and B. The employer reserves the right to amend these lists.

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

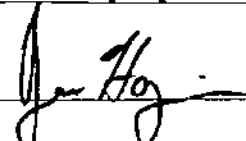
**Employees Progression through Grid**

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


This Agreement will remain in effect until December 31, 2026. The Parties agree that the content of this agreement will be tabled at the next round of collective bargaining.

Resigned this 21<sup>st</sup> day of March 2024, at the City of Peterborough.

**For the Canadian Union of  
Public Employees Local 504**

  
\_\_\_\_\_  
Jesse Horrigan

**For the Corporation of the City of  
Peterborough**

  
\_\_\_\_\_  
Mara Vande Beek

Originally Signed September 6<sup>th</sup>, 2002.

## Addendum "A"

This list represents the anticipated temporary work assignments.

### Temporary Work Assignments – Summer

<b>Work Assignment</b>	<b>No. of Vacancies</b>
Asphalt Repair	2 Operators
Sidewalks	3 Operators
Horticulture	2 Operator * increase of 1
Weed Control	2 Operators
Green Waste	3 Operators
Grass Management	1 Operator *new to PW

### Temporary Work Assignments – Winter

<b>Work Assignment</b>	<b>No. of Vacancies</b>
Nights	To be determined
Unit 519	1 Operator
Unit 520	1 Operator
Unit 521	1 Operator
Unit 702	1 Operator
Unit 703	1 Operator
Sidewalk Plow	9 Operators
Afternoons	To be determined
Unassigned Spares:	
458, 460, 476	

**Addendum "B"**

List of anticipated Permanent Work Assignments.

**Permanent Work Assignment**

Unit 225

Unit 272

Unit 459

Unit 461

Unit 462

Unit 463

Unit 464

Unit 465

Unit 466

Unit 467

Unit 468

Unit 469

Unit 470

Unit 471

Unit 472

Unit 473

Unit 474

Unit 475

Unit 509

Unit 506

Unit 507

Yard

Solid Waste Collection

Weekends

Nights

**Appendix C – Policy Related to Short-Term Work Assignments in Public Works**

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

1. **Short Term Work Assignment Definition** – are relatively continuous and do not exceed a duration of three (3) months, (e.g. pavement sweeping for winter clean-up), and/or relatively non-continuous and may re-occur throughout the year, (e.g. Winter play structure inspection – once per month for 2-3 days from November to April) and/or provide coverage for vacations, short term illnesses, training, and backfill for employee on temporary work assignment.
2. Senior qualified employees will be given preferred Short-term Work Assignments wherever staffing levels and work tasks make it possible.
3. A Dispute Mechanism will be put in place. Disputes that arise will be resolved within three (3) working days according to the following steps:

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

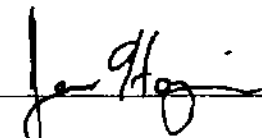
**Step 2:** If the dispute has not been resolved by Step 1, the Shop Steward/Designate and the Public Works Director/Designate will try to resolve the dispute.

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

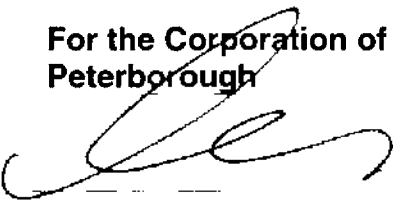
4. This policy shall not be amended or cancelled unless by mutual agreement between the two parties, and shall remain in effect until December 31, 2026.

Resigned this 21<sup>st</sup> day of March 2024, at the City of Peterborough.

**For the Canadian Union of Public Employees Local 504**

  
\_\_\_\_\_  
Jesse Horrigan

**For the Corporation of the City of Peterborough**

  
\_\_\_\_\_  
Mara Vande Beek

**Appendix D – Grass Cutting**

**Letter of Understanding**

**between**

**The Corporation of the City of Peterborough**

**and**

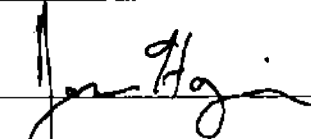
**The Canadian Union of Public Employees and its Local 504**

The parties agree to the following:


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

Signed this 21<sup>st</sup> day of March 2024, at the City of Peterborough.

**For the Canadian Union of  
Public Employees Local 504**

  
\_\_\_\_\_  
Jesse Horrigan

**For the Corporation of the City of  
Peterborough**

  
\_\_\_\_\_  
Mara Varde Beek

Originally signed April 30, 2013

**Appendix E**

**Letters of Understanding/Agreement in Effect as at the Date of Ratification of the  
January 31, 2024 to December 31, 2026 Collective Agreement**

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 504

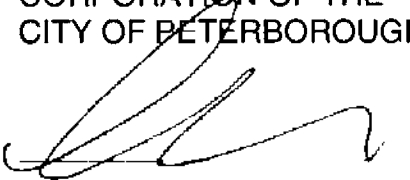
**Re: Protective Clothing and Wearing Apparel Committee**

The Parties agree to the creation of a Protective Clothing and Wearing Apparel Committee with equal management and labour representation.

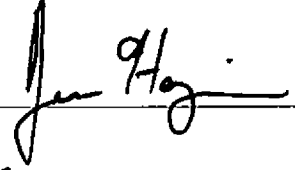
The Committee will jointly address any inconsistencies and issues/concerns raised through the implementation and administration of Article 17.06. The City agrees to provide a list of all expiry dates of existing purchasing contracts for Personal Protective Equipment, Protective Clothing and Uniforms. Prior to the issuing of any request for proposal or tenders for purchases of Personal Protective Equipment, Protective Clothing and Wearing Apparel, the Committee will be given full opportunity to provide meaningful input to the party requisitioning the purchase.

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.

CORPORATION OF THE  
CITY OF PETERBOROUGH

  
Mara Vande Beek

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504

  
Jesse Horcigan

LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 504

**Re: Foreman Backfill**

**Whereas** situations may arise where the Employer needs to backfill a Permanent Foreman 2 and/or a Seasonal Foreman 1; and


**Whereas** the Employer wishes to fill a Foreman position based on skills and abilities and the Union wishes to preserve the value of seniority of its members.

The parties agree to the following guidelines for the backfill of a Foreman position for any time period less than 3 months. If an absence extends or is expected to extend beyond 3 months the Job Vacancy provisions of the collective agreement (Article 11) will prevail.

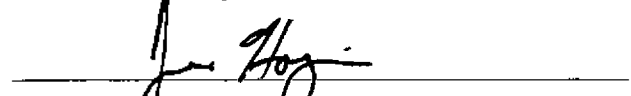
1. For coverage less than 3 months, the Employer reserves the right to determine if a backfill of a Permanent Foreman 2 (Maintenance, Sanitation and Parks) is required.
  - (a) If coverage is required during the period of May – November, the assignment will be offered to the Seasonal Foreman 1 staff subject to the following:
    - Coverage for the Foreman 2 will be backfilled by the Seasonal Foreman 1 based on their qualifications which will include a review of their skills, experience, certifications, and training.
  - (b) If coverage is required during the Winter months (when no seasonal Foremen are in place), or off shifts (weekends, nights, afternoons) the assignment will be offered by shift, by seniority based on their qualifications which will include a review of their skills, experience, certifications, and training.
2. For coverage less than 3 months for a Seasonal Foreman 1, the assignment will be offered by crew, by seniority.

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.

CORPORATION OF THE  
CITY OF PETERBOROUGH

  
Mara Vande Beek

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504

  
Jesse Harrigan

**LETTER OF AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**and**

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

**Wastewater Collection (WWC) Temporary Foreman**

Whereas the Employer has identified a requirement to assign a working Foreman for excavation work with 5 or more other employees

Whereas the Permanent Working Foreman may not always be available to be onsite for the duration of the work

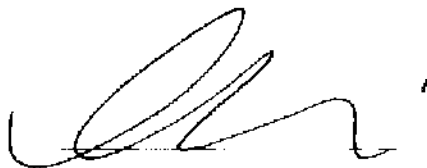
The parties agree that Article 23.02 (d) of the collective agreement will apply for the purposes of excavation work where 5 or more employees are assigned and the regular Working Foreman is not onsite for the duration of the job. In accordance with the current interpretation of Article 23.02 (a), the temporary WWC Foreman rate will apply for the full shift after having served therein a period of three (3) hours.

The hourly rate of pay for the Temporary Wastewater Collection Foreman will be \$35.37/hour.

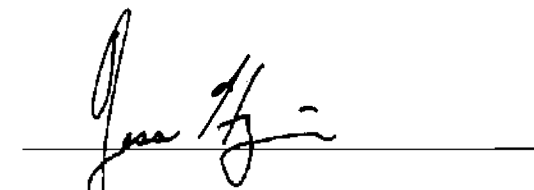
This agreement shall be in place until the expiration of the current collective agreement on December 31, 2026.

This agreement is without prejudice or precedent to any positions the Parties may take in the future.

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.



City of Peterborough



CUPE Local 504

**Letter of Agreement**

**BETWEEN**

**CUPE LOCAL 504  
(the "Union")**

**-and-**

**THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")**

**Re: Introduction of Wastewater Collections On-Call**

**Whereas** the Collective Agreement between the parties does not contain on-call provisions.

**Whereas** the Employer requests an on-call rotation

**Whereas** the Employer requires coverage for an acting Overall Responsible Operator (ORO) – Collections in the absence of the Manager, Wastewater Collections.

**Therefore** the Parties agree to the following:

1. On-call rotations shall be in one-week blocks, commencing at the end of the operator's regularly scheduled Thursday shift.
2. Wastewater Collections Operator 2 (WWC2) or above may be deemed qualified to be on the On-call list with managers approval.
3. The Employer will create a full year calendar in the last week of November, with an equitable distribution of shifts, based on the number of qualified operators available.
  - a. A calendar for the remainder of 2024 will be posted within 14 calendar days of execution of this agreement.
4. Qualified Operators shall select their rotation block, on the calendar listed above, in order of seniority. If selection isn't submitted in writing by the last calendar day in November the Employer will assign rotations.
  - a. As per 3. a., Qualified Operators will have 7 calendar days from the date of posting to select their rotation block, in order of seniority
5. Operators may trade or give away any or all of their on-call weeks to any Approved On-Call Operator. Should an Operator reach WWC2 after the rotations have already been selected, or an operator with lesser qualifications is suitable, the Employer may deem the Operator qualified to cover on-call shifts.
6. Operators who trade or give away their shifts shall notify the Employer in writing subject to approval prior to any shift changes.
7. On-Call Operators shall be permitted use of a city vehicle at night and on the weekends while on-call. This vehicle will be for City of Peterborough business use

only. Any personal use is strictly prohibited. All On-call Employees must consent to the release of their home address for insurance purposes, as well as review and sign code of conduct policy around vehicle use.

On-Call Premium Pay

- 8. a) Employees will be paid the equivalent of one (1) hour at the Foreman 2 regular hourly rate for each fourteen (14) hour weeknight and the equivalent of two (2) hours of the Foreman 2 regular hourly rate, for each twenty-four (24) hour day of the weekend and Public Holidays while on-call. Should the Employee elect to bank the On Call Premium in lieu of payment, it will be banked at the Employee's regular hourly rate. Any difference between the Employee's hourly rate and the Foreman 2 rate will be paid out.
- b) Should an Employee respond to a call during their On-Call assignment, the Employee shall be paid their regular hourly rate for hours actually worked and the overtime provisions of the collective agreement will apply.

Operator in Charge and Overall Responsible Operator Responsibilities


- 9. Operators on-call will be considered the Operator in Charge (OIC) and the Manager, Wastewater Collections shall retain the Overall Responsible Operator (ORO) responsibility. Should the Manager, Wastewater Collections be unavailable and required to delegate ORO responsibility, the on-call operator shall act as the ORO. In order to cover, operators must be a Wastewater Collections Operator Level 3, and deemed qualified by the Employer to be delegated as ORO.
- 10. Should the Operator on-call not be qualified to cover the ORO, or should the Operator decline the coverage, the ORO shall be offered in order of seniority to those qualified.
- 11. A Wastewater Collection Operator delegated to cover the ORO shall be compensated at an additional \$4.00 per hour for each hour of coverage. The ORO premium will be paid in addition to any applicable overtime pay.


General

- 12. The Employer, Union, and On-Call staff shall meet at least annually to assess the On-Call schedule and provide feedback.
- 13. This agreement shall remain in effect for the duration of the collective agreement.

CORPORATION OF THE  
CITY OF PETERBOROUGH

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504

  
Mara VandeBeek March 21/24

 March 21/24  
Jesse Harrigan

**Letter of Agreement**

**BETWEEN**

**CUPE LOCAL 504  
(the "Union")**

**-and-**

**THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")**

**Re: Introduction of Wastewater Treatment Plant (WWTP) On-Call**

**Whereas** the Collective Agreement between the parties does not contain on-call provisions.

**Whereas** the Employer requests an on-call rotation

**Whereas** the Employer requires coverage for an acting Overall Responsible Operator (ORO) – WWTP in the absence of the Manager, Water & Wastewater Operations and the Supervisor, Maintenance Operations.

**Therefore**, the Parties agree to the following:

1. On-call rotations shall be in one-week blocks, commencing at Mondays at 5pm.
  - a. Weeknights from 5pm-7am Monday to Thursday
  - b. Weekends from 5pm Thursday to 7am Monday
2. All employees of the WWTP will be given the option of participating in On-Call responsibilities.
3. A minimum of six (6) employees is required to have a Peterborough On-Call Program. In the event six (6) employees don't opt into the program then the program shall not operate for that six (6) month period.
4. Participation is offered on a bi-annual basis, with a six (6) month commitment for those who opt-in.
5. The Employer will create a six (6) month calendar, four (4) weeks prior to any implementation, with an equitable distribution of shifts, based on the number of qualified Employees that opt-in.
6. Qualified Employees shall select their rotation block, on the calendar listed above, in order of seniority. If selection isn't submitted in writing two (2) weeks prior to implementation, the Employer will assign rotations.
7. Employees may trade or give away any or all their on-call weeks to any Approved On-Call Employee.

8. Employees who trade or give away their shifts shall notify the Employer in writing subject to approval prior to any shift changes.
9. On-Call Employees shall be permitted to use a city vehicle and provided with a phone while On-Call. These will be for City of Peterborough business use only. Any personal use is strictly prohibited. All On-Call Employees using a city vehicle must consent to the release of their home address for insurance purposes, as well as review and sign code of conduct policy around vehicle use.
10. Employees On-Call shall handle all call-ins for PTBO WWTP, Pumping Stations, Centennial Fountain, and Burnham Meadows.

#### On-Call Premium Pay

11.
  - a) Employees will be paid the equivalent of one (1) hour at the Foreman 2 regular hourly rate for each fourteen (14) hour weeknight and the equivalent of two (2) hours of the Foreman 2 regular hourly rate, for each twenty-four (24) hour day of the weekend and Public Holidays while on-call. Should the Employee elect to bank the On Call Premium in lieu of payment, it will be banked at the Employee's regular hourly rate. Any difference between the Employee's hourly rate and the Foreman 2 rate will be paid out.
  - b) Should an Employee respond to a call during their On-Call assignment, the Employee shall be paid their regular hourly rate for hours actually worked, and the overtime provisions of the collective agreement will apply.

#### Operator in Charge and Overall Responsible Operator Responsibilities

12. Operators on-shift will be considered the Operator in Charge (OIC) and the Manager, Water & Wastewater Operations shall retain the Overall Responsible Operator (ORO) responsibility. Should the Manager, Water & Wastewater Operations and the Supervisor, Maintenance Operations be unavailable and required to delegate ORO responsibility, the on-shift operator shall act as the ORO. In order to cover, operators must be a Wastewater Treatment Operator Level 3, and deemed qualified by the Employer to be delegated as ORO.
13. Should the Employee On-Call not be qualified to cover the ORO, or should the Operator decline the coverage, the ORO shall be offered in order of seniority to those qualified.
11. A Wastewater Treatment Plant Operator delegated to cover the ORO shall be compensated at an additional \$4.00 per hour for each hour of coverage. The ORO premium will be paid in addition to any applicable overtime pay.

#### On-Call Assignment


12. If an Employee is sick for any part of their On-Call assignment, they shall notify management and such assignment(s) will be offered to other employees on the On-Call list by seniority by department. If the On-Call assignment is not filled, it will be vacated for the duration of the coverage and regular overtime procedures will apply.

13. If a regularly scheduled Operator is sick, overtime will be offered first to the On-Call Employee, if qualified. In this case, the On-Call Employee may decline the overtime and the opportunity will be offered out to employees as per regular overtime procedures. In the event no one accepts the overtime, the On-Call Employee will be assigned the shift and will be required to work. The On-Call coverage will then be offered to other employees on the Peterborough On-Call list by seniority. If the On-Call assignment is not filled, it will be vacated for the duration of the coverage and regular overtime procedures will apply.
14. If extra help is needed for safety reasons, the scope of work requires additional work force, or because the work required is outside of their classification, an overtime call out will be initiated. In the event no one accepts then the Peterborough On-Call Employee has the authority to proceed with calling in additional help as per the overtime call-in procedures.
15. Employees on call will be expected to acknowledge the call and respond immediately. Employees must be able to report to the worksite within 60 minutes of a call in being initiated to collect any necessary equipment, including a vehicle.


General

16. The Employer, Union, and On-Call staff shall meet at least annually to assess the On-Call schedule and provide feedback.
17. This agreement shall remain in effect for the duration of the collective agreement.

CORPORATION OF THE  
CITY OF PETERBOROUGH

 March 21/24  
Mara Van de Beek

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504

 March 21/24  
Jesse Horiga

## LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 504

**Re: *Introduction of Water Licencing and On-Call***

**Whereas** the City has the opportunity to provide contractual services for water and wastewater for the Township of Cavan Monaghan.

**Whereas** the contract with Cavan-Monaghan presents an opportunity to enhance the licencing requirements amongst the Wastewater Treatment plant (WWTP) staff.

**Whereas** the contract with Cavan-Monaghan provides for the addition of 2 full-time equivalents (FTE) within CUPE Local 504

**Whereas** the provision of water services requires on-call response.

**Therefore**, the parties agree to the following terms and conditions.

Two FTEs will be hired to support the additional responsibilities in Millbrook. There will be an Operations Foreman (job description attached as Appendix A) and a WWTP Operator.

Current Millbrook Wastewater Treatment Plant Operator and its associated line shall be removed for selection based on seniority from the Operators schedule. Switching between Millbrook and Peterborough would only occur when the position becomes vacant. The Millbrook WWTP operator will not reside solely in Millbrook. This position will be used to cover sickness, support to the Peterborough operations and any other facilities that Peterborough operates.

### **Wages**

- The Operations Foreman wage will be in accordance with the Environmental Protection Foreman 2 rate in Schedule A of the collective agreement.
- The WWTP Operator wage will be in accordance with the Environmental Protection Division wage schedule in Schedule A of the collective agreement, dependent on the incumbent's waste water treatment (WWT) licence level.

## Hours of Work

- There will be two shifts for the Operations Foreman and WWTP Operator assigned to service Millbrook as follows:

### Monday – Thursday

7:00 a.m. – 5:00 p.m., with two twenty minute breaks

### Tuesday – Friday

7:00 a.m. – 5:00 p.m., with two twenty minute breaks

Each employee will be assigned one of the above noted shifts on a regular basis. Employees will select their preferred shift assignment, based on seniority.

## Premium

To acknowledge the additional responsibilities associated with water treatment, a premium, as follows, will be applied to applicable works hours, as defined below.

Licence Type	Premium
2 <sup>nd</sup> licence - OIT	\$1.00/hour
2 <sup>nd</sup> licence – Level 1	\$2.00/hour*
2 <sup>nd</sup> licence – Level 2	\$3.00/hour*
Acting Overall Responsible Operator (ORO)	\$4.00/hour*

- \* The premium is not compounded. Only one premium can apply at any given time.
  - The premium will only be paid to those employees who achieve their water license and will be paid only on hours where response to Millbrook is required.
  - The premium will also be paid to the WWTP Operator when they are required to monitor the Millbrook SCADA (while located at the Peterborough WWTP). Staff must have their Water OIT to monitor the SCADA. Staff with their Water OIT can support Millbrook on call, with the guidance of the ORO. All WWTP employees, including those that may act as as WWTP Operators, are required to achieve at minimum their Water OIT.
  - The Acting ORO premium is considered to be embedded in the Operation Foreman’s hourly wage and therefore, will only be paid after hours, not during the employee’s regular work day/week. The ORO premium will be paid to other employees, including other Foreman for all hours assigned.
  - The premium will be discontinued should the Employer no longer require the water license for the purposes of delivering water treatment/distribution services
  - ORO premium is not compounded for acting as ORO for multiple systems.

## ORO Responsibilities

- The Operations Foreman will oversee both W/WW operations and act as ORO for the W system. The WWTP Supervisor (or their designate) will remain the ORO for the WW.

- The City will also engage the services of a third party contractor to provide support as the ORO, through a transition period. The contractor will help support on-call staff as they work toward achieving their Level 1 water licence.
- Following the transition period, the ORO could be any combination of the Operator/Foreman, existing Class 2 certified staff, and/or Class 1 certified operators (as defined by legislation/regulation).
- In the long term, the City intends to transition the ORO responsibilities primarily to a Manager/Supervisor.

### **On-Call Responsibilities**

For the purposes of this agreement **employees** means **all employees of WWTP**, as specified by the terms and conditions below.

The Operations Foreman and WWTP Operator assigned to service Millbrook will be required to participate in the on-call program.

All employees will be given the option of participating in this Letter of Agreement in introducing On-Call coverage. A minimum of 2 employees is required to provide service to Cavan-Monaghan. The Operations Foreman and Operator assigned to service Millbrook will be required to participate in the on-call program. Employees normally assigned to work in Peterborough must obtain at minimum their water licence OIT and actively working towards their level 1 WDS in order to participate in the on-call program.

Participation shall be offered on a year to year basis for the life of the contract with Cavan-Monaghan until at least March 31, 2027, or sooner if the contract with Cavan-Monaghan is terminated. Employees may choose not to opt in for the on-call assignments but if accepting the role must commit for the full year.

Employees will be paid one (1) hour straight time regular pay for each fourteen (14) hour Weeknight and two (2) hours straight time regular pay for each twenty-four (24) hour day of the weekend or Holiday Day. This will be paid to employees and is not eligible to be banked for time off. If a minimum of 5 employees are participating in the on-call program, the option to bank on-call pay will be introduced.

In the event that an employee is sick for any portion of their on-call assignment they shall notify management and such assignment(s), will be offered to other employees on the On-Call list by seniority by department. If the on-call assignment is not filled, it will be assigned in reverse seniority of the on-call list.

Employees can switch/trade all or portions of their designated on-call but these must be properly approved by management. Employees will log in the Operators Log Book.

Employees on-call shall handle all Call-ins and scheduled Millbrook checks and water sampling, unless extra help is needed for safety reasons, because the scope of work requires additional work force, or because the work required is outside of their classification. The on-call operator shall contact a manager if additional help is required

and if a manager cannot be reached within a reasonable time, then the on-call operator has the authority to proceed with calling in additional help as per the overtime call-in procedures.

The Employer will provide each employee on the on-call list with a cell phone. In the event of the need for the on-call employee to report to work, they will be required to report to Millbrook to collect any necessary equipment, including a vehicle to respond.

When an employee responds to a call during their on-call assignment, the Overtime provisions of the collective agreement will apply.

The on-call hours shall be as follows:

For the purpose of this agreement a Weeknight is from 5:00 p.m. – 7:00 a.m. A Weekends/Stat is from 5:00 p.m. To 5 pm.

Employees on call will be expected to acknowledge the call and respond immediately. Employees must be on site in Millbrook within 60 mins of a call in being initiated.

This agreement will be in place until March 31, 2027, or sooner if the contract with Cavan-Monaghan is terminated for any reason.

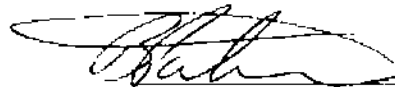
Signed in Peterborough this 3rd day of February, 2022.

CORPORATION OF THE  
CITY OF PETERBOROUGH



Karen McGee, CHRL  
Labour Relations Coordinator

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504



Bob Pitchford  
President, CUPE Local 504

Letter of Understanding

BETWEEN

CUPE LOCAL 504  
(the "Union")

-and

THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")

**Re: Arena Operator Complement**

**Whereas** during collective agreement bargaining in 2020, the parties agreed that the Peterborough Memorial Centre is included as part of the Arena Division, with some specific scheduling requirements.

**Whereas** in March of 2020, City Council decided to permanently close the Northcrest Arena. The full-time equivalent (FTE) complement for CUPE 504 employees in the Arena Division was not reduced as a result of that decision and were retained to support all Arena Division facilities.

The parties agree that nature of the operational needs of the Arena Division have continued to change and therefore Article 9.07 (f) shall be amended as follows (text in bold):

**The engaging of employees for up to twenty-four (24) hours per week in the Arenas Division, who are excluded from this Collective Agreement, as provided in Article 2.01 e), shall not reduce the number of permanent full time employees employed within the Arena Division below twenty (20).**

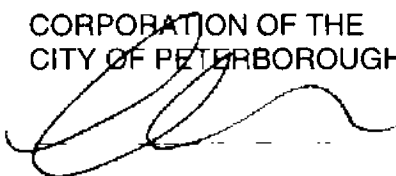
Scheduling for statutory holidays will occur as follows:

If regular service is being offered on a statutory holiday and the employee is scheduled to work based on the shift rotation, they will be scheduled to work on the holiday. If there is a reduction of service on the holiday, requiring fewer staff to be scheduled across the Division, the opportunity will be offered by seniority (regardless of home rink) to those employees where the holiday would have been a regular workday as part of the shift rotation.

The parties further agree to amend article 9.07 (f) of the collective agreement as noted in bold text above.

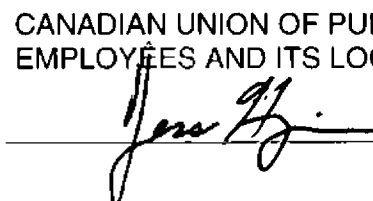
Signed in Peterborough this 21<sup>st</sup> day of March, 2024.

CORPORATION OF THE  
CITY OF PETERBOROUGH



Mara Vande Beek

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504



Jesse Horrigan

**LETTER OF AGREEMENT**

**between**

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

**and**

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

*Re: Temporary Operator Coverage - Peterborough Sport and Wellness Centre*

The parties agree to the following process for coverage for the Operator position of Sport & Wellness Centre Operator I.

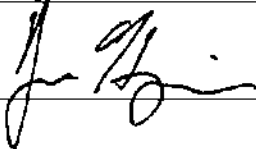
Planned Operator vacation will be considered a vacancy of less than three months and will not be posted as per article 10.05.

When coverage for vacation is required the Employer will have the ability to fill the required number of days equal to the vacation requested. Employees hired to fill these vacancies will be considered temporary employees in the collective agreement.

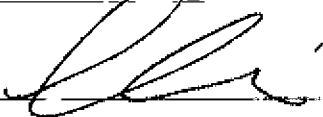
This Agreement shall be considered redundant with division realignment and shall be null and void after all full-time positions have been assigned.

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.

**For the Canadian Union of Public  
Employees Local 504**

  
\_\_\_\_\_  
Jesse Horrigan

**For the Corporation of the City of  
Peterborough**

  
\_\_\_\_\_  
Mara Vande Beek

## LETTER OF AGREEMENT

between

**THE CORPORATION OF THE CITY OF PETERBOROUGH**

and

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

### **Recreation - 2024 Parks Operations**

**WHEREAS** the Employer has realigned service area responsibilities for Parks related services from Public Works division to Recreation and Parks division;

**WHEREAS** the parties are engaged in active bargaining at the time of this agreement; and

**WHEREAS** the parties are in agreement to provide an interim plan to support the transfer of responsibilities pending ratification of the new collective agreement.

This agreement, dated March 21, 2024, will confirm that the parties agree to the following:

1. There are 3 permanent positions affected by this agreement.
  - a) 3 permanent Public Works division positions shall be converted to Recreation and Parks division positions.
    - i. It is agreed that Jason Brethour, Steve Hewitt and Troy Plumley will be offered the opportunity to be appointed to the Recreation and Parks division, at their existing wage. The offer of employment shall reference the employee's current rate of pay and shall be updated accordingly once agreement is reached under ii.
    - ii. The parties agree to establish the new position duties and wage rates by end of December 31, 2024, and agree the employee's wage in i. shall not be lower than the current wage reflected in the Collective Agreement for position they vacated for the new position.
    - iii. Should an individual outlined in i. decline the opportunity to transfer to the Recreation and Parks division, the applicable opportunity will be posted internally in accordance with Article 11 - Job Vacancies, Promotions and Transfers.
      - a. Posting will be at the Foreman/Operator position rates of pay (not to exceed the Operator 3 rate), with reference that the offer of agreement will be subject to the terms agreed to by the parties upon ratification.

Furthermore, the Employer intends to post 3 new full-time permanent vacancies in the Recreation and Parks division (conversion from public works seasonal) will be posted pending ratification of the 2024 Collective Agreement.

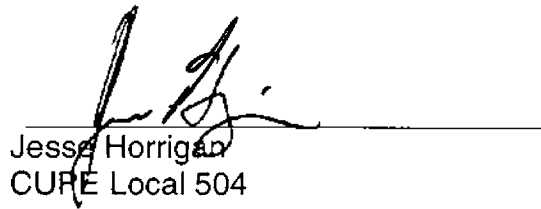
As previously agreed by the parties, the remaining summer seasonal Public Works EOs shall be administered in accordance with the collective agreement agreed to by both parties in principle, pending ratification; and Seasonal Recreation Attendant – Parks vacancies shall proceed as per the Notice of Vacancy, dated January 23, 2024.

This agreement shall be in place until December 31<sup>st</sup>, 2024.

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.



Mara Vande Beek  
City of Peterborough



Jesse Horrigan  
CUPE Local 504

## LETTER OF AGREEMENT

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 504

**Re: *Quaker Park Staffing***

**Whereas** the Employer is building a new facility which includes an outdoor skating rink, referred to as the Quaker Park and

**Whereas** the nature of the work is similar to that of a permanent Arena Operator, who are members of CUPE Local 504.

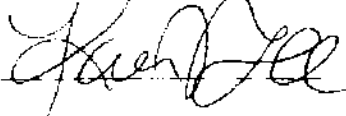
The parties agree to an extension to the trial agreement signed May 6, 2021. The extension would commence October 1, 2023 and end on May 31, 2024. The parties will review the trial following the Winter 2023-2024 Quaker Park season.

1. The staff who are employed at the Quaker Park will be considered Seasonal Arena Operators. The terms and conditions for these assignments are outlined herein.
  - a. The work responsibilities will be similar to an Arena Operator working within the Employer's existing arenas, including monitoring and maintenance of the refrigeration plant, ice maintenance, general labour tasks (snow shovelling, general repairs of facility, equipment and grounds) and customer service.
  - b. For the 2021-2022 Winter Season, three (3) Seasonal Arena Operator positions will be available. For clarity, the winter season will be November 1 until March 31.
  - c. The work schedule for Seasonal Arena Operators will consist of a forty (40) hour work week with five (5) working days at eight (8) hours per day, with the requirement to work 2 in every 3 weekends, except as noted in Section 2 below. A draft schedule is attached to this letter as Appendix A.
  - d. The positions will require that applicants have completed a Basic Refrigeration Course.
  - e. Any staff that are hired for the purposes of the Quaker Park or to backfill a permanent Arena Operator who elects to work at the Urban Park will be considered temporary employees for the purposes of the collective agreement entitlements.
  - f. Rate of pay will be in accordance with the Arena Operator was in the current Schedule A of the current collective agreement.

2. For the Winter 2023-2024 season, the opportunity to work at the Quaker Park will be offered to permanent Arena Operators through an expression of interest. One of the three positions will be available on a 4 x 10 hour work schedule to an existing permanent Arena Operator. This is noted in the draft schedule in Appendix A. A notice of vacancy will also be posted for three Seasonal Arena Operators to be assigned at the Quaker Park or at an existing arena if a permanent Arena Operator responds to the expression of interest.
3. Seasonal Arena Operators will be primarily assigned to work at the Quaker Park. They may, on occasion, be asked to assist in another facility but this is expected to be on an infrequent basis. Similarly, permanent Arena Operators may be required to provide support at the Quaker Park for the purposes of sick or vacation coverage or as deemed necessary by Arena management. If permanent Arena Operators are required to backfill temporarily at the Quaker Park, the work will be assigned to the least senior available Arena Operator on shift, based on operational needs. That Arena Operator will maintain their regular work schedule for that day. If Arena management determines that re-allocating staff to the Quaker Park will impact arena operations, they may, at their discretion, offer overtime opportunities to existing Arena Operators.

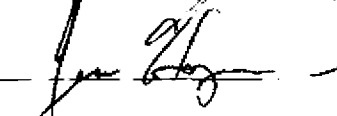
Signed in Peterborough this 19<sup>th</sup> day of September, 2023.

CORPORATION OF THE  
CITY OF PETERBOROUGH



Karen McGee, CHRL  
Manager, People and Culture

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504



Jesse Horrigan  
President, CUPE Local 504

**Letter of Understanding**

**BETWEEN**

**CUPE LOCAL 504  
(the "Union")**

**-and**

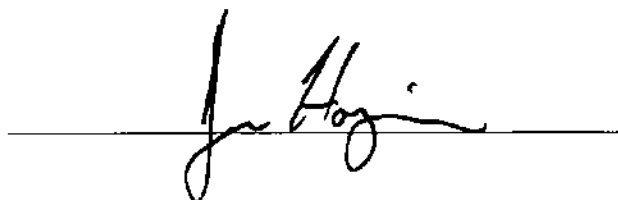
**THE CORPORATION OF THE CITY OF PETERBOROUGH  
(the "City")**

1. The Parties agree that effective the date of signing of this Letter of Agreement they will jointly engage in the process outlined in the attached Schedule "A".

Signed in Peterborough this 21<sup>st</sup> day of March, 2024.

CORPORATION OF THE  
CITY OF PETERBOROUGH

CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL #504



Kara Vande Beek

Jesse Horrigan

## Joint Accommodation Committee

### SCHEDULE "A"

It is the mutual desire of the Parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The Parties will make all reasonable efforts which do not constitute undue hardship to place injured workers in their regular position. The full range of accommodation, short of undue hardship, will be considered to enable employees with permanent restrictions to perform the core duties of their position. If this is not possible, the Parties will cooperate in finding suitable alternative employment.

The Parties agree to establish a Joint Accommodation Committee (JAC) consisting of the President of the Local or his or her designate and a Human Resources representative, who will serve as Co-chairpersons. The Committee may be augmented by, but not limited to, the manager from the employee's work location and the employee. The Human Resources representative will serve as the JAC's liaison with the treating physician, rehabilitation specialists, etc.

Where the employee cannot be permanently accommodated in their regular position, the JAC will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of ill or injured workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
2. The return to productive and gainful employment, where practicable, for those employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

If the JAC is invoked for an employee within the bargaining unit, the following process will be undertaken:

- The Employee's skills, abilities and qualifications will be shared with the JAC.
- The Employee's permanent restrictions and/or limitations will be shared with the JAC
- The Employer will identify suitable vacancies for the Employee and provide the job descriptions and other relevant information to the JAC about the vacancies for review. The suitable vacancies will be assessed in the following order of priority:
  - Any and all vacancies in the bargaining unit;
  - Any and all other vacancies within the City of Peterborough, outside of the bargaining unit

The Union may request a list of all vacancies at the City of Peterborough be provided to the JAC.

Where the Employer seeks to accommodate an Employee who is currently not a member of this bargaining unit in a vacancy which is in this bargaining unit, the Union may also request a list of any and all vacancies which were reviewed and assessed outside of this bargaining unit within the City of Peterborough and the Employer will provide the JAC with details of those assessments and rationale for why none of the assessed vacancies outside of the bargaining unit were deemed appropriate.

For any accommodation the JAC may request that a posting for a job vacancy be placed on hold while the JAC is reviewing said job for a potential accommodation. The Employer and the Union shall consider such request however, the Employer reserves the right to make the final decision.

The JAC will make all reasonable efforts to ensure that any and all placements of employees requiring accommodation are in adherence to the Human Rights Code of Ontario.

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