

Collective Agreement

Between

**The Corporation of the County of Peterborough
(hereinafter referred to as "the Employer")**

and

**Canadian Union of Public Employees
and its' Local 1306**

**(Inside and Outside Employees)
(hereinafter referred to as "the Union")**

Expires: September 30, 2024

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Article 1: Preamble

- 1.01** It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:
- a) To establish collective bargaining relations between the Employer and the Union.
 - b) To provide an orderly procedure for the equitable disposition of grievance.
 - c) To establish mutually satisfactory working conditions, hours of work and wages for all employees subject to the provisions of this Collective Agreement.
 - d) To recognize the rights of the Employer and the functions of the Union.
- 1.02** For the purpose of this Collective Agreement, the terms Temporary, Probationary, Permanent and Inside/Outside employee shall be interpreted to mean:
- a) **Temporary Employee**
The term temporary employee applies to employees as defined in Article 23.
 - b) **Probationary Employee**
The term Probationary employee applies to employees who are hired by the Employer as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.
 - c) **Permanent Employee**
The term permanent employee applies to employees who have satisfactorily completed their probationary period and who are considered as part of the permanent establishment of the Employer.
 - d) **Inside Employee**
Subject to Article 26 the term inside employee refers to an employee in any of the classifications (referred to as "Inside Employees") listed in Schedule "A" attached hereto and forming part of this Collective Agreement.
 - e) **Outside Employee**
Subject to Article 26 the term outside employee refers to an employee in any of the classifications (referred to as "Outside Employees") listed in Schedule "A" attached hereto and forming part of this Collective Agreement.
- 1.03** The Employer may terminate a probationary employee, for any reason not contrary to law, and there shall be no recourse thereto on the part of the employee or the Union.
- 1.04** A probationary period means a period of time that covers ninety (90) consecutive days from the commencement of employment for full-time employees and four hundred and fifty six hours (456) hours for part-time employees.

Article 2: Management Rights

2.01 The Union recognizes and acknowledges that the management of the Corporation and the direction of the working force are the exclusive function of the Employer and, without restricting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer:

- a) To maintain order and efficiency.
- b) To hire, promote, classify, transfer, suspend and retire employees and to discipline or to discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- c) To make, enforce and alter, from time to time, rules and regulations to be observed by the employees, such rules and regulations to be posted upon all bulletin boards.
- d) To determine the nature and kind of operations conducted by the Employer, the kind and locations of depots and offices, equipment, and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

2.02 The Union recognizes that at times and for varying reasons, the Employer shall deem it necessary and practical for certain work to be done by persons outside the bargaining unit.

As in the past, the Employer must therefore reserve the right to decide how and by whom any work is to be performed provided that the Employer shall not exercise its rights under this section contrary to the provisions outlined in this Collective Agreement.

Article 3: Union Recognition

3.01 Union Recognition

The Employer recognizes the Canadian Union of Public Employees and its Local 1306 as the sole and exclusive collective bargaining agent for all of its employees in the County of Peterborough save and except students employed during the school vacation period which is defined as being April 1st to the Friday following Labour Day, persons covered by other subsisting Collective Agreements, and

CAO, Deputy Clerk, Deputy Treasurer
Director of Finance/Treasurer
Deputy Treasurer

Director of Human Resources
Human Resources Advisor, Systems
Human Resources Advisor, Benefits
Compensation Associate
Human Resources Associate
Human Resources / Payroll Assistant
Payroll Supervisor
Manager, Waste Management
Director of Planning & Public Works
General Manager, Public Works
Operations Supervisor – Public Works
Operations Supervisor – Fleet
Manager, Engineering & Design
Manager, Capital Projects
Assistant Manager, Engineering & Design
Enterprise Applications Manager
Information Technology Manager
Chief of Paramedics / Deputy CAO
Superintendent, Staff Development & Wellness
Superintendent, Quality, Clinical Development & Support
Deputy Chief, Professional Development & Support
Shift Superintendent - PCCP
Manager of Planning
Executive Assistant & Special Projects Lead
Accountant / Financial Analyst
Manager, Accounting Services
Commander, Emergency Management & Operational Support
Deputy Chief, Operations
Executive Assistant – PCCP
Professional Development Support Assistant- PCCP
Executive Assistant – Planning & Public Works
Director, Corporate Services
Manager of Facilities
Purchasing Supervisor
Asset Management Analyst
Manager, Legislative Services/Clerk
Manager, Communications and Strategic Initiatives
Employees employed at Lang Pioneer Village

3.02 No Discrimination:

The Employer and the Union will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the Ontario Human Rights Code or by reason of an employee's membership in or activities on behalf of the Union.

3.03 Definition of Student:

Students are defined as individuals currently enrolled, in a full-time or part-time

capacity, at an accredited education institution or who will graduate from such an institution during the employment period.

The Employer will ensure that student employment does not result in the replacement or displacement of any existing employee in the bargaining unit.

3.04 Supporting Education – Academic Placements in the Workplace

The following shall apply when the Employer offers supervised support for field placements or unpaid co-operative studies as part of secondary school or post-secondary educational requirements:

1. The Employer will advise the Union when a student academic placement is being arranged.
2. The Employer will ensure that the arrangement of such placement(s) will not result in the replacement or displacements of any existing employee in the bargaining unit.
3. The student shall not receive any compensation from the Employer while fulfilling academic placement requirements, unless academic placement requirements can simultaneously be satisfied through paid employment. The Union will be informed when the status has changed to paid employment.
4. The Employer will ensure the student is appropriately supervised in the workplace.

Article 4: Union Security

4.01 It shall be a condition of continuing employment that all present and future employees, save and except those mentioned in Article 3.01, of the Employer shall become and remain members in good standing of the Union within ninety (90) days of employment with the Employer. The Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

4.02 The Employer shall deduct from every temporary, probationary, and permanent employee any dues, initiations, or assessments levied in accordance with the Union constitution and/or bylaws, and owing by them to the Union.

On a bi-weekly basis the Employer agrees that it will provide the number of hours worked by part-time employees within the bargaining unit and forward this information to the Treasurer of the Union.

4.03 Union dues will be deducted each pay period and such deductions shall be forwarded to the Treasurer of the Union not later than three (3) weeks following pay date. The Employer will attach to the deduction cheque the list of employees from whom deductions were made, along with the amounts deducted. In addition, the Employer shall provide to the Union the gross earnings per employee at each time, subject to privacy legislation requirements.

4.04 T4 - Slips

The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

4.05 The Union and its membership agree to hold the Employer harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

4.06 If an employee is absent from the payroll due to a serious illness, worker's compensation accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve union dues from the employee for this period.

4.07 Every new employee shall serve a probationary period, as described in Article 1.04, and on completion of the said period, seniority shall date from the day on which employment commenced. During the probationary period, employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge and except as provided herein.

4.08 The Union Secretary or designate shall be advised in writing by the Employer within five (5) working days following a retirement, termination and/or resignation, leave of absence in excess of one (1) month (including WSIB), the appointment of a temporary or probationary employee (including the salary to be paid and the probable length of such employment), those on long term disability and any vacant positions covered under this Collective Agreement.

4.09 The Employer shall advise the Union Secretary or designate of all decisions of the Employer dealing with wages, assessment, re-classification, changes in anniversary dates of all employee's concerned in this Collective Agreement within one (1) week of the Employer's decision.

4.10 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes without loss of regular earnings. The Employer shall advise the Union Secretary or designate within ten (10) working days of each new hire for the purpose of this interview. The purpose of the meeting will be to acquaint the employee with a representative of the Union and with the Collective Agreement.

Time away from the job for both the Union representative and the new employee shall be at a time agreed to by the Supervisors affected.

Article 5: Correspondence

5.01 Except as herein provided, all correspondence between the parties, arising out of this Collective Agreement, or incidental thereto, shall pass to and from the CAO, Deputy Clerk, Deputy Treasurer or the Director of Human Resources and the Secretary of the Union or designate.

Article 6: Labour Management Relations

6.01 Representation

- a) No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- b) There shall be a Labour Management Committee composed of two (2) representatives of the Union and two (2) representatives of the Employer. Additional representation by either party may be required if a particular issue being discussed warrants it.

The function of the Labour Management Committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the Committee will not discuss grievances. It is also understood that Committee discussions shall not give rise to grievance or discipline.

The Committee will meet on an as needed basis with a meeting being convened within seven (7) working days of the request by either party.

Minutes shall be recorded and a copy sent to each of the members as soon as possible.

Union committee members will be allowed time off with pay to attend such meetings.

6.02 Bargaining Committee

A Bargaining Committee shall be appointed by the Union and consist of not more than six (6) members of the Union. The Union will advise the Employer as to the Union nominees on the committee at least seven (7) days before bargaining commences.

Management bargaining committee members shall be appointed at the discretion of the Employer.

6.03 Representatives of Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.04 Technical Information

The Employer shall make available to the Union, upon request, information requested by the Union as to job descriptions, positions in the bargaining unit, job classifications and wage rates.

Article 7: Grievance Procedure

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect four (4) stewards, whose duties shall be to assist any employee (which the steward represents) in preparing and presenting their grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the names of the stewards before the Employer shall be required to recognize them.

7.03 Permission to Leave Work

The Union understands and agrees that every employee is employed to perform work for the Employer. Union representatives will not leave work during working hours to perform duties under this Collective Agreement without obtaining the permission of the Supervisor, which permission shall not be unreasonably withheld. When resuming their regular work, they shall again report to their Supervisor.

Time away from the job by Union Representatives shall be with pay if during normal working hours and if such time has been granted.

7.04 Definition of Grievance

A grievance under this Collective Agreement shall be defined as a difference or dispute between the Employer and any employee(s) of the Union.

7.05 Time Limit

No grievance shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the grievance.

7.06 Procedure

Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

Differences or disputes arising between the County and the employee shall be dealt with in the following manner. Any grievances arising shall be submitted and answered in writing, and shall state the Article(s) in dispute, the nature of the grievance, the affected employee(s) and the remedy sought. An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Pre-cursor to Grievance

It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible and it is understood that an employee has no grievance until they have first given their Supervisor or designate the opportunity of addressing their complaint. The employee may have the assistance of a Union Representative(s) if they desire or shall request that the Union representative

appears on their behalf. It is further understood that the Supervisor may request that the employee be present and such request will not be unreasonably denied. Such complaint shall be discussed with their Supervisor or designate within seven (7) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The Supervisor or designate shall issue a written response to the employee and the Union President within three (3) working days and failing settlement, it may then be taken up as a grievance within seven (7) working days following the written response of the Supervisor.

Step One

The employee, who may be accompanied by a Representative(s), or who may request that the Union representative appears on their behalf shall submit their grievance in writing to the Department Head or designate. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement that are alleged to be violated. The Representative(s), the employee (if available and applicable) and the Department Head will meet to discuss the grievance at a time and place suitable to both parties within seven (7) working days unless extended by agreement by the parties. It is understood that the Department Head or designate may have such counsel and assistance as they may desire at such meeting. The Department Head or designate will deliver their decision in writing within seven (7) working days following the day on which the grievance was presented to him/her. Failing settlement or response, then:

Step Two

Within ten (10) working days following the decision under Step One, the grievance may be submitted in writing to the CAO, Deputy Clerk, Deputy Treasurer or designate. A meeting will then be held between the CAO, Deputy Clerk, Deputy Treasurer or designate, the Steward and the employee (if available and applicable) within five (5) working days of the submission of the grievance at Step Two unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees may be present at the meeting. It is further understood that the CAO, Deputy Clerk, Deputy Treasurer or designate may have such counsel and assistance as they may desire at such meeting. It is further understood that if the Union specifically requests the CAO, Deputy Clerk, Deputy Treasurer's attendance then that shall occur. The decision of the CAO, Deputy Clerk, Deputy Treasurer or designate shall be delivered in writing within five (5) working days following the date of such meeting. The Employer must be notified in writing within ten (10) working days following the meeting if the grievance is to be submitted to arbitration.

7.07 Policy Grievance

Where a dispute involving a question of the application or interpretation of this Collective Agreement occurs, a grievance may be submitted in writing to the CAO, Deputy Clerk, Deputy Treasurer or the Director of Human Resources, by the President or Designate of Local 1306 or vice versa. The parties shall meet within seven (7) working days to consider the grievance and failing settlement of the grievance either party may submit it to arbitration within ten (10) days following the

meeting.

- 7.08** Any reference to days in this article shall mean working days, Saturdays, Sundays and Statutory Holidays are not working days.

Article 8: Arbitration

8.01 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. Such notices shall be sent to the CAO, Deputy Clerk, Deputy Treasurer or his/her designate and to the Secretary of the Union or designate.

8.02 Failure to Appoint

If the recipient of the notice fails to nominate an arbitrator, or if the two (2) nominees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.

8.04 Decisions 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. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but 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.

8.05 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, which it shall do within three (3) days.

8.06 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the arbitrator/mediator it appoints.
- b) One half (1/2) the fees and expenses of the Chairperson of the Arbitration Board.

- c) One half (1/2) of the fees associated with room rentals, hospitality, accommodations of Arbitrators/Mediators if not included in a) or b) above.

8.07 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by the consent in writing of the parties to this Collective Agreement.

8.08 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 will be made to permit the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the grievance.

8.09 Single Arbitration Process

A single Arbitrator process will be used unless either party request to proceed with a Board of Arbitration as outlined in this Article.

Article 9: Discharge, Suspension and Discipline

9.01 An employee may be dismissed, discharged, suspended, reprimanded, or otherwise disciplined by the Employer for just cause. Employees who are required to attend a meeting with the Employer which is of a disciplinary nature shall be entitled to Union representation should they request such representation.

9.02 Should it be found by the Board of Arbitration that an employee has been discharged or suspended without just cause, the Board may order the employee to be reinstated in their former position without loss of seniority.

9.03 A claim by an employee other than a temporary employee, who has completed the probationary period, that they have been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step Two of the grievance procedure within five (5) full working days after the employee is discharged.

9.04 At a time approved by the Supervisor, an employee has the right to review their personnel file within two (2) working days of requesting it in writing to the CAO, Deputy Clerk, Deputy Treasurer or the Director of Human Resources. An employee who has been terminated by the Employer may view their file within ten (10) working days of their termination date. Employees reviewing their files shall do so in the presence of the Employer. If requested by the employee, a Union representative may also be present.

No material may be removed from a personnel file, but a copy of any document in the file will be provided to the employee upon request.

- 9.05** The length of duration that any letter of reprimand, suspension or other sanction remains on a personnel file will be subject to discussions between the parties during the grievance procedure. If no grievance is filed, at no time shall a reprimand, suspension or other sanction remain on an employee's personnel file beyond twenty-four (24) months after the date of the incident.

Article 10: No Strikes or Lockouts

- 10.01** The parties agree that there shall be no strikes or lockouts during the term of this Collective Agreement.

Article 11: Seniority

- 11.01** Seniority is defined as the length of service of the employee in the employment of the Employer from the last date of hire.
- 11.02** The Employer shall maintain two (2) separate seniority lists, one (1) covering outside employees and one (1) covering inside employees showing the 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. Seniority for part-time employees shall be calculated from date of hire based on all hours paid, excluding overtime.
- 11.03** The seniority of new employees shall be determined in accordance with Article 4.07 hereof. In the event that two (2) or more employees are hired on the same date and there is a similar seniority date, the Employer will place the names in a hat. The Union President or designate shall pull the names from the hat. The order in which the names are pulled from the hat will determine seniority with the first name pulled being the highest.
- 11.04** An employee's seniority right shall cease and their name shall be removed from the seniority list for any of the following reasons:
- a)** If an employee resigns;
 - b)** If an employee is discharged for just cause and they are not reinstated;
 - c)** If an employee is absent from work for five (5) consecutive workdays without authorized leave of absence and without reasonable excuse in which case the employee shall be deemed to have resigned;
 - d)** If an employee fails to report for work within five (5) working days following a lay-off after being notified of their recall by registered mail or registered courier at their last known address on the records of the Employer;
 - e)** If an employee is laid off for a period longer than twenty-four (24) months,

provided that the employee has not elected to receive severance pay under the Employment Standards Act of Ontario;

- f) If an employee is absent from work due to illness or accident for more than twenty-seven (27) consecutive months. The Employer agrees that this provision will be implemented in consideration of all required legislation, including but not limited to, the *Ontario Human Rights Code*.

Article 12: Promotions, Transfers, Lay-Offs and Recalls

12.01 A vacancy occurs when:

- a) A new position is created;
- b) An employee is permanently transferred, promoted or demoted;
- c) An employee is terminated;
- d) It is determined by the Employer that an employee who has been absent, due to accident or illness for a two (2) year period, and will not be able to return to their position within a further three (3) month period.

An employee who is absent from work due to illness or accident, may return to their former position if they have the seniority, ability, skill and qualifications for the position provided the above time has not expired.

If the position has changed, or no longer exists, the employee, if they have the skill, ability, and qualifications, shall be made a temporary Clerical Support or Labourer, as applicable, until such time as they can apply for their seniority for another job vacancy.

a, b, c, above shall be deemed to be permanent vacancies, and d shall be a temporary vacancy for the first twenty-seven (27) months, and a permanent vacancy thereafter. All other vacancies shall be considered to be temporary vacancies.

12.02 Inside Employees

When a vacancy occurs inside the bargaining unit the Employer shall notify the employees by posting a notice on the bulletin board. When the Employer does not intend to fill the vacancy, it shall advise the Union of its decision.

Outside Employees

When a vacancy occurs inside the bargaining unit the Employer shall notify the employees by posting a notice on the bulletin board. The Employer shall also post notices in respect to vacancies in positions up to and including General Manager, Public Works. When the Employer does not intend to fill the vacancy, it shall advise the Union of its decision.

12.03 The Employer reserves the right to hire persons outside of the bargaining unit in the event that:

- a) No employee applies for the position within seven (7) working days of the posting;
- b) No employee who applies for the position demonstrates to the satisfaction of the Employer their ability and qualifications for the position within seven (7) days of the posting, or within such further time as the Employer may allow.

Notwithstanding the above, timelines may be reduced upon mutual agreement of both parties.

12.04 When considering employee applications for promotions or transfers to higher paying jobs, or to jobs of equal rating, the applicant will be considered first from among the grouping (inside/outside) affected then from the alternative grouping of employees (inside/outside) based on the following criteria:

- a) Seniority;
- b) Ability and qualifications for the job;
- c) Disciplinary record.

12.05 a) No employee shall be permanently transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit for a period not to exceed twenty-four (24) months, but will not accumulate any further seniority. If such an employee returns to the bargaining unit within the twenty-four (24) month period through a posted vacancy that no one from the bargaining unit has been successful in making application for, they shall re-enter the bargaining unit with the seniority they had prior to leaving the bargaining unit.

b) If an employee is temporarily transferred to a position outside of the bargaining unit for a period not exceeding sixty (60) working days per calendar year, they shall continue to accumulate seniority.

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

12.07 When a permanent employee receives a promotion or transfer, either inside or outside the bargaining unit, there shall be a thirty (30) day trial period during which performance may be assessed. Should the promoted or transferred employee not successfully complete the trial period, or the employee decides not to stay in the position, within the thirty (30) day period, they shall have the option of returning to their former position and status. At the conclusion of the thirty (30) day period an

additional thirty (30) day extension period can be mutually agreed to by the employee, Employer and the Union, however, it shall not exceed beyond the sixty (60) days. Any other employee promoted or transferred because of the re-arrangement of the positions shall also be returned to their former position and status.

12.08 In the event of a lay-off, employees shall be laid off in the reverse order according to their respective seniority list provided that no employee shall be permitted to bump another employee unless they have proven qualifications and ability to do the work available.

12.09 In the event of a recall, employees shall be recalled in the order of their seniority provided they have the proven ability and qualifications to do the work available.

12.10 The Employer shall notify employees who are to be laid off due to lack of work ten (10) working days before the lay-off is to be effective. Such notice shall be sent by registered mail or registered courier to the last known address of the employee(s) on the records of the Employer or shall be hand delivered by the Employer.

12.11 New employees shall not be hired until those laid off from the bargaining unit have been given an opportunity for recall.

12.12 Routes/Subsequent Postings:

For the purposes of assigning available plow routes to full time union employees and subsequent backfills to initially posted positions, Management will post temporary routes/positions for Union members. The Union may assist with this process if appropriate. If no full or part time union members apply, Management will assign the position.

Article 13: Hours of Work and Overtime

13.01 The following paragraphs are intended to define the normal hours of work and overtime and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. With the mutual agreement of the employee and the Supervisor, the lunch period may be taken outside of the regular periods outlined as required for religious or other human rights purposes. All agreements shall be in keeping with the requirements of the *Employment Standards Act*.

a) Inside Employees

The standard workweek shall consist of thirty-five hours per week comprised of five (5), seven (7) hour days, Monday to Friday from 8:30 a.m. to 4:30 p.m.

Flexible hours of work allow employees to start and end the day at different times, however, the 7 hour work day will be maintained. Flexible hours of work for inside employees may be considered, however decisions concerning implementation will be made within the context of the County's ability to provide effective and efficient service provision.

Where there is mutual agreement between the employee and their Supervisor, hours of work may be scheduled between the hours of 7:30 a.m. and 5:30 p.m. The lunch period shall be a minimum of thirty (30) minutes to a maximum of sixty (60) minutes between 11:00 a.m. and 2:00 p.m.

Inside positions requiring hours of work outside the above normal schedule are as follows:

Administrative Service Assistant, Public Works Operations

- i) During the Summer hours of Public Works Outside employees, the hours of work are as follows:

Monday, Tuesday and Wednesday – 9 hours a day from 7:00 a.m. to 4:30 p.m. and Thursday – 8 hours a day from 7:00 a.m. to 3:30 p.m. With one-half (1/2) hour unpaid lunch break.

- ii) During Winter hours of the Public Works Outside employees, the hours of work are as follows:

Monday, Tuesday and Wednesday – 8 hours a day from 7:00 a.m. to 3:30 p.m. and Thursday – 7 hours a day from 7:00 a.m. to 2:30 p.m. With one-half (1/2) hour unpaid lunch and Friday 4 hours a day from 7:00 a.m. to 11:00 a.m.

b) Outside Employees

The standard workweek shall consist of forty (40) hours per week as follows:

Winter Hours

Winter hours will not be in effect before the first Friday after Thanksgiving and will not continue past the last Thursday in April. The Employer shall consider commencing and/or maintaining summer hours as long as reasonably possible, depending on the weather and such dates remain solely the decision of the Employer based on operational and service requirements. These dates do not apply to the transferring of employees between work depots for seasonal purposes.

Public Works Operations:

Monday to Thursday – 7:00 a.m. to 4:30 p.m. with one-half (1/2) hour unpaid lunch break ideally taken between 11:00 a.m. and 12:00 p.m. noon, and Friday 7:00 a.m. to 11:00 a.m.

Public Works Engineering & Design:

Monday to Thursday – 7:00 a.m. to 4:30 p.m. with one-half (1/2) hour unpaid lunch break ideally taken between 11:00 a.m. and 12:00 p.m. noon, and Friday 7:00 a.m. to 11:00 a.m.

Where there is mutual agreement between the employee and their Supervisor, hours of work may be scheduled between the hours of 7:00 a.m. and 5:00 p.m. Monday to Thursday and 7:00 a.m. and 11:30 a.m. on Friday's.

Notwithstanding the above, employees who commence their start time prior to 7:00 a.m. shall be entitled to end their shift nine and one-half (9 ½) hours thereafter, (Monday to Thursday) which shall include a one-half (1/2) hour unpaid lunch provided the employee and their Operations Supervisor or General Manager, Public Works are in mutual agreement to end the work day after the nine and one-half (9 ½) hour period. All time prior to 7:00 a.m. shall be paid time and one-half (1 ½).

Summer Hours

Summer hours will be in effect when winter hours are not in effect.

Monday to Thursday inclusive - 6:30 a.m. to 5:00 p.m. with one-half (1/2) hour unpaid lunch break ideally taken from 11:30 am to 12:00 noon.

Summer On-Call System

For the period of summer hours, as defined in 13.01, an on-call system shall be in place for roads, related to after hours emergency calls. Works Department employees shall have an opportunity to sign-up for participation in this program prior to commencement of the summer hour season. Employees who sign up will be placed into a weekly rotation beginning at the end of the last working day of each week and ending at the start of the last working day of each week. Employees will be expected to carry a cell phone / mobile device at all times when on-call and shall have the use of a Works Department vehicle at night and on the weekends. Employees are required to be available to respond to all calls during the period they are on call. When called out, employees shall be paid a minimum of three hours each time they are called. If called again while attending a call, or during the initial three hour period of the call-out, the employee will only be paid for the original call-out if the work of the subsequent call is completed during the original period. If the work extends past the original three hour period, the employee shall be paid for the period of time that the work takes to complete past the original three hour period at the hourly rate.

c) Part-Time Employees

Part-Time employees shall not work more than seven (7) hours per day and/or twenty-eight (28) hours per week on a regular basis. The term "regular basis" shall be deemed to identify the recurring or patterned schedule of hours worked.

13.02 All employees shall be permitted a fifteen (15) minute rest period in the morning and in the afternoon. The rest period shall not be taken prior to 9:00 a.m. except when an employee may have started work at least one (1) hour before the regular starting time.

13.03 Overtime - Inside Employees

- a) Overtime shall be defined as any hours worked in excess of the hours of work described hereinbefore, or on Saturdays or Sundays or on the paid holidays described in Article 14 hereof. Provided that there shall be no duplication or pyramiding of overtime pay, overtime shall be paid at the rate of time and one-half, except for Sundays when overtime shall be paid at the rate of two (2) times.
- b) All permanent employees shall be allowed to bank up to seventy (70) hours of overtime to be taken in lieu, at a time mutually agreed to between the Employer and the employee. Any unused overtime bank will be paid out on the last pay period in December each year, however in the event of a winter seasonal closure, inside employees who wish to use banked time to offset their time away from work during a winter seasonal closure may do so provided their request is submitted to Payroll by the agreed upon date in November. The employee is responsible to advise the Employer not later than the Friday before any pay period as to the banking or withdrawal of time from the bank.

In the event of a winter seasonal closure an employee who wishes to work may do so upon providing their immediate Supervisor with one week's written notice of their intention to do so. An employee who works during a Christmas closure will be paid at the usual base rate of pay.

- c) The rate of pay for employees working on any of the holidays listed in 14.01 shall be as per chart in Article 13.05 b).

13.04 Overtime – Inside Employees – Part Time

Overtime shall be paid for part-time employees at the rate of time and one-half provided that there shall be no duplication or pyramiding of overtime pay for all hours worked over seven (7) in a day or thirty-five (35) hours in a week.

Overtime - Outside Workers – Part Time

Overtime shall be paid for part-time employees at the rate of time and one-half provided that there shall be no duplication or pyramiding of overtime pay for all hours worked over eight (8) in a day or forty (40) hours in a week.

13.05 Overtime - Outside Employees

- a) All hours worked in excess of the schedule of hours as referred to in Article 13.01 and/or eighty (80) hours in a two-week pay period shall be paid at the rate of time and one-half, provided that there shall be no duplication or pyramiding of overtime pay.
- b) Employees who work on the following paid holidays, as described in Article 14.01, shall receive pay as follows:

Col. A Holiday	Col. B Pay		Col. C Rate for Each Hour Worked At
Family Day	1 day at regular rate	+	1.5 times regular rate
Good Friday	1 day at regular rate	+	2.0 times regular rate
Easter Monday	1 day at regular rate	+	2.0 times regular rate
Victoria Day	1 day at regular rate	+	1.5 times regular rate
Canada Day	1 day at regular rate	+	1.5 times regular rate
Civic Holiday	1 day at regular rate	+	1.5 times regular rate
Labour Day	1 day at regular rate	+	1.5 times regular rate
Thanksgiving Day	1 day at regular rate	+	1.5 times regular rate
Remembrance Day	1 day at regular rate	+	1.5 times regular rate
Christmas Day	1 day at regular rate	+	2.0 times regular rate
Boxing Day	1 day at regular rate	+	2.0 times regular rate
New Year's Day	1 day at regular rate	+	2.0 times regular rate
Christmas Eve	1 day at regular rate	+	1.5 times regular rate
New Year's Eve	½ day at regular rate	+	1.5 times regular rate

c) Christmas Day shall be December 25th, Boxing Day shall be December 26th and New Year's Day shall be January 1st. Rates of pay will be that as set out in Article 13.05.

d) Employees who work on the following days shall receive pay as follows:

Saturday - 1.5 times regular rate for hours worked

Sunday - 2 times regular rate for hours worked

e) All permanent employees are allowed to transfer up to eighty (80) overtime hours, as calculated from "Rate for Each Hour Worked At" (Article 13.05, Col. C) to be taken in lieu, at a time mutually agreed to between the Employer and the employee. Any unused overtime bank will be paid out on the last pay period ending in November. Hours withdrawn cannot be replaced in any year.

The employee is responsible to advise the Employer not later than the last day of any pay period ending as to the banking or withdrawal of time from the bank.

Overtime hours worked after November flush can start to be banked for the following year. These hours are deducted from the 80 allowable hours for the following year.

f) Notwithstanding the above, employees who work as winter patrolpersons hereinafter referred to as the Patroller, shall be allowed to bank overtime earned during November 1 to December 31.

These hours are deducted from the 80 allowable hours for the following year.

The Patroller will notify payroll of their decision to carry over any banked overtime hours earned between November 1 and December 31. Failure to notify will result in all banked overtime accumulated up to November 30th being paid out as per the collective agreement.

Unused overtime earned prior to November 1 will be paid out on the last pay period of December.

13.06 Overtime – Seven (7) Day Operation

Employees on a seven (7) day operation that are required to work on their second day off in a work-week, shall be compensated at the rate of two (2) times the regular rate for all hours worked on that day.

Employees that have a scheduled normal work day on a Sunday shall be compensated at the rate of two (2) times the regular rate for all hours worked on their second scheduled day off in the work week. The second day off will be calculated as commencing 48 hours past the end of their scheduled weekly shift.

13.07 Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

13.08 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates. This section shall not apply to call-in before the beginning of a regular workday if working time is less than three (3) hours.

13.09 Call-Ins

When call-ins are offered by the Employer, it shall be assigned on the following basis:

- a) Winter (to follow the Winter Schedule as indicated by Public Works Management or when Winter Control is required during the declared Summer period):
 - i) If for duration of three (3) hours or less prior to the beginning of a regular workday the work will be assigned to the employee on the route where the work is available.
 - ii) The most senior employee in the classification from the depot in which the work is available and the employee is assigned.
- b) Summer (to follow the Summer Schedule as indicated by Public Works Management when Winter Control is not required):
 - i) The most senior qualified employee from the depot in which the work is available and the employee is assigned.
- c) The most senior qualified employee.

13.10 Shift Premium – Winter Control

When an employee is performing the duties of winter control, in the position of a Patrol Person or Truck Driver 1 (Temporary) Night Shift, such employees will be paid at the hourly rate for the classification. In addition, a shift premium of one dollar (\$1.00) will be paid for each hour worked during their regularly scheduled night shift and regularly scheduled weekend day shifts. The shift premium will apply to scheduled hours only, excluding overtime as per Article 13.

13.11 Shift Premium – Summer Stand-by and Call-in System

A stand-by rate shall be paid for the weekly stand-by period. The daily stand-by amount, to be available, and to carry a cell phone / mobile device, will be in addition to the base rate of pay, of \$30.00 per day, or \$210.00 per week. The rate of pay if called in shall be that of the Patrol Person. The overtime rate of pay shall be at the appropriate overtime rate as per Article 13.05.

13.12 Information Operations Support Analyst or Jr. IT Support Technician Stand-by and Call-ins

- a) Information Operations Support Analyst employees who are on stand-by, and are called into work, are paid a minimum of three (3) hours at their normal overtime rate. Shift premium does not apply for call-in hours beyond regular working hours.
- b) Information Operations Support Analyst employees who are on stand-by, and are required to remotely address technology issues, are paid a minimum of one (1) hour at their normal overtime rate. All time worked above one (1) hour in any day shall be paid at the normal overtime rate, rounding up to the nearest hour. Shift premium does not apply for call-in hours beyond regular working hours.
- c) Employees who are on stand-by and are called into work receive both stand-by and call-in pay for time worked.
- d) Employees who are on stand-by shall be provided with a County-owned vehicle for each day on stand-by, to be used for County business purposes only.
- e) Information Operations Support Analyst employees or Jr. IT Support Technician are paid at the rate of \$30.00 for each day on stand-by, to a maximum of \$210.00 per week.
- f) Compensation for stand-by is paid out. Call-in pay can be banked or paid out at the employee's discretion. There is no maximum on stand-by or call-in pay.

The Employer shall post a blank stand-by schedule and each employee shall volunteer for stand-by in one (1) week blocks.

For Information Technology employees, "Stand-by" and "Call-in" are defined as follows:

Stand-by – this refers to a period of time that is not a regular working period during which an employee is to keep themselves:

- a) Immediately available to receive a call or instruction to return to work or to provide communication via telephone, email or other electronic means; and,
- b) Immediately available to return to the workplace. This may also include a day when they are not scheduled to work.

Call-in – this refers to a period of time outside regular working hours during which an employee is required to report to the workplace or remotely address an issue via the County VPN or other means, to address an urgent issue.

Article 14: Holidays

14.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Easter Monday	Victoria Day
Christmas Day	Canada Day	Civic Holiday
Boxing Day	Remembrance Day	
* Christmas Eve Day	Family Day	
* ½ Day at New Year's Eve		

- * For employees working a full workday, the ½ day at New Year's Eve shall be taken on the last half of the employee's last regularly scheduled shift before New Year's Day. For employees who are scheduled to work only a ½ day on a Friday, which is the employee's last regularly scheduled shift before New Year's Day that scheduled time shall be taken as the ½ day off.

Float Day – Full-Time Employees

In addition to the holidays defined in Article 14.01, each full time employee, employed for a period of 3 months or more, shall be entitled to one (1) float day to be scheduled by mutual agreement with the Employer.

14.02 When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday or preceding Friday shall be deemed holidays for the purpose of this Collective Agreement.

14.03 Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) normal day's pay. Employees who are required to work shall be paid at the overtime rate as described in Article 13.

14.04 In order for an Employee to be paid for a statutory holiday they must have worked their regularly scheduled workday before and after the holiday.

14.05 Employees shall get off work on Thursday when any holiday observed by the Employer falls on a Friday, at the stated time referred to in Article 13 as it relates to the last regular hour worked on the Friday.

14.06 Winter Seasonal Closure – Inside

Employees who wish to work during a Winter Seasonal scheduled closure shall be allowed to do so, provided the Department Head/Supervisor has been informed by October 15th, and no later than November 1st has responded to the employee’s request. Such request shall not be unreasonably denied.

Article 15: Vacations

15.01 Employees shall receive an annual vacation with pay during the vacation year (January 1 to December 31) based on their credited service in accordance with the following:

Inside Employees

One (1) year or more	Seventy (70) hours
Two (2) years or more	One hundred & five (105) hours
Eight (8) years or more	One hundred & forty (140) hours
Fourteen (14) years or more	One hundred & seventy five (175) hours
Twenty one (21) years or more	Two hundred & Seventeen (210) hours plus an additional day
Thirty (30) years or more	Two-hundred & forty five (245) hours

Outside Employees

One (1) year or more	Eighty (80)hours
Two (2) years or more	One hundred & twenty (120) hours
Eight (8) years or more	One hundred & sixty (160) hours
Fourteen (14) years or more	Two hundred (200) hours
Twenty one (21) years or more	Two hundred and Forty (240) hours plus an additional regular day
Thirty (30) years or more	Two hundred & eighty (280) hours

Part-Time Employees

Vacation time for part-time employees shall be in accordance to the appropriate schedule listed above. Vacation pay earnings shall be paid on a bi-weekly basis in accordance with the following:

One (1) year or more	Four (4) percent
Two (2) years or more	Six (6) percent
Ten (10) years or more	Eight (8) percent
Fifteen (15) years or more	Ten (10) percent
Twenty-one (21) years or more	Twelve (12) percent

Part-Time employees will be required to schedule time off without pay for vacation and such time will be mutually agreed to between the employee and the Employer.

- 15.02** All vacation must be taken prior to December 31st each year unless otherwise approved by management. Requests for approval to carry vacation forward into the next vacation year must be provided by the employee to their supervisor no later than November 30th accompanied with a plan to use it by March 31st. The Employee shall be provided with notice of approval or rejection of request within five (5) working days of request for vacation carryover.
- 15.03** Progression in the schedule shall occur in the calendar year in which the employee's anniversary date falls.
- 15.04** If a paid holiday falls on or is observed during an employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time.
- 15.05** An employee terminating employment at any time shall be entitled to payment, which is pro-rated according to time worked in the calendar year and the vacation schedule. (Article 15.01)
- 15.06** While on vacation, or if an employee's scheduled vacation is interrupted due to accident or a serious illness, the time period of illness as verified by a doctor's certificate, shall be considered sick leave, and shall be treated in accordance with Article 16.

In such an event, the employee may re-schedule their vacation at a time mutually agreeable to the employee and their supervisor.

15.07 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the

employee shall be entitled to bereavement leave in accordance with Article 17.02.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

15.08 Vacation for Retiring Employees

Employees who retire must take all vacation within the year in which they retire, and take the vacation prior to the retirement date.

15.09 Vacation Accumulation While on Leave

Vacation and sick leave entitlement shall continue for disabled employees qualifying for short-term, long-term and WSIB benefits subject to the following restrictions:

a) Short Term Disability Benefits:

- Vacation entitlements will continue to accumulate while the employee is in receipt of Short Term Disability benefits.

b) Long Term Disability Benefits:

- Unused vacation credits will remain in the employee's bank to be used upon their return, however, no further accumulation will occur while the employee is in receipt of Long Term Disability benefits.

Future vacation entitlement will be prorated once the employee returns from leave. 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.

Article 16: Sick Leave

16.01 Sick leave means the period of time an employee is entitled to be absent from work with pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Board*.

16.02 The Employer shall provide to each permanent employee a maximum of seventy (70) hours sick leave for inside employees and eighty (80) hours sick leave for outside employees annually (January 1st. to December 31st.) with pay. These days may not be accumulated from year to year and shall have no cash value on termination of employment.

New permanent employees who have worked less than one (1) calendar year (January 1st. to December 31st.) shall be provided with sick hours pro-rated according to time worked in the calendar year.

Inside Employees

Inside employees may use up to forty-two (42) hours in sick leave as personal

leave in any one (1) calendar year.

Outside Employees

Outside employees may use up to forty-eight (48) hours in sick leave as personal leave in any one (1) calendar year.

Personal days are to be used in the event of a family illness or for any personal/family appointments. Personal days will not be used to augment vacation days.

- 16.03** An employee may be required to produce a certificate from a qualified medical practitioner of the employee's choice for any illness, certifying that such employee was unable to carry out their duties due to illness.

Failure to produce a certificate, if required, will result in loss of pay for the period in question.

Where the Employer requires an employee to obtain a medical certificate of health or to have a physical, the Employer shall pay all related fees for the required examination and report.

The Employer acknowledges that it is not the intent to request a medical certificate from every employee for each absence.

- 16.04** When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or lay-off, they shall not receive sick leave credit for the period of such absence, but shall retain their credit, if any, existing at the time of such leave or lay-off.

- 16.05** When an employee has been approved and is in receipt of the Weekly Income Insurance Program the sick leave provided in Article 16.02 shall not be reduced and the wages during the qualifying period will be paid by the Employer.

16.06 Payment Pending Determination of WSIB

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB benefits if their claim was approved, or the benefit to which they would be entitled under the Weekly Income Insurance Plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board or the Weekly Income Insurance Plan Carrier.

An employee who elects to purchase their OMERS disability period resulting from a WSIB leave will be provided with a payroll deduction payment option. The period of time for payroll deductions will be no longer than the time the employee was on

WSIB leave.

Article 17: Leave of Absence

17.01 Leave of absence without pay and without loss of seniority shall be granted to officers or duly appointed representatives of the Union for Union activities.

Employees on leave of absence for Union activities 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.

Requests for Union leave of three (3) days or less shall not be unreasonably refused provided such request is received in writing by the immediate Supervisor at least three (3) working days in advance of such requirement.

Requests for Union leave exceeding three (3) days will not be unreasonably refused provided that such request is received in writing by the immediate Supervisor at least five (5) working days in advance of the start of a leave. If an employee does not provide the five (5) working days notice, the Employer may still consider such request but due to operation requirements, may not be able to approve such request.

17.02 Bereavement

An employee shall be granted with pay a maximum of:

- a) five (5) days leave in the case of the death of a spouse, son, daughter, step children, parent, brother or sister, mother-in-law and father-in-law.
- b) three (3) days leave in the case of the death of son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent and grandchild.
- c) Leave for the day of the funeral in the case of the death of aunt, uncle, niece, nephew, or such other person as may have been a member of the employee's household at the time of the death (i.e. guardian or ward) a fellow employee of the County who is a member of Local 1306 of the Canadian Union of Public Employees, provided the funeral falls on a normal working day and further provided that the employee attends the funeral.

When the employee is aware of the date of the funeral more than twenty-four (24) hours in advance of the funeral, the employee is required to provide as much advance notification of the leave as possible.

- d) Part-time employees will be compensated only for wages lost as a result of taking bereavement time under this Article.

An employee shall be granted without pay a maximum of:

- e) One (1) day leave for the day of the funeral to serve as a pallbearer, provided

the funeral falls on a normal working day and further provided that the employee attends the funeral.

When the employee is aware of the date of the funeral more than twenty-four (24) hours in advance of the funeral, the employee is required to provide as much advance notification of the leave as possible.

All relations shall include relations through spouse and immediate step relations.

17.03 Employees shall be permitted time off to vote in elections in accordance with the minimum legislative requirements. The Employer shall post, in each workplace at least one (1) week prior to an election day, the appropriate information concerning time away from work for election purposes.

17.04 The Employer shall grant leave of absence without loss of seniority to an employee (other than a temporary employee) who serves as a juror or is subpoenaed as a witness in a work-related court proceedings in any court in the Province of Ontario. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Part-time employees shall not receive any normal earnings while taking any leave of absence under this Article.

17.05 The Employer may grant personal leave of absence without pay and without loss of seniority to any employee who requests it for good and sufficient cause. The request shall be made in writing to the CAO, Deputy Clerk, Deputy Treasurer and shall specify the length of the absence. Such leave shall not be unreasonably withheld. Employees approved for such leave will not continue to accumulate sick and/or vacation entitlements and such entitlements will be pro-rated and adjusted according to the length of the approved leave.

17.06 The Employer shall grant an employee Pregnancy, Parental & Adoption Leave, and any other legislated leave, in accordance with the Employment Standards Act.

17.07 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- c) The employee shall reconfirm her intention to return to work on the date

originally approved in subsection b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

On confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance cheques stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The supplement, subject to maximum allowable SUB payment under Employment Insurance legislation, shall be equal to the difference between the payments received from the Employment Insurance Commission and seventy-five (75) percent of the employee's regular straight time pay for a maximum of 15 weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance pregnancy benefits. An employee who is on pregnancy leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent to seventy-five (75) percent of the regular straight time pay for the employee's classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

- d) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification and at the current rate of pay.

(The following paragraphs are applicable to full-time employees only)

- e) Credits for service and seniority shall accumulate while an employee is on pregnancy leave.
- f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, if any, in which the employee is participating while the employee is on pregnancy leave.

(The following paragraphs are applicable to part-time employees only)

- g) Credits for service and seniority shall accumulate while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- h) The Employer will continue to pay its share of pension contributions during the

period of pregnancy leave unless the employee advises the Employer, in writing, that she chooses not to continue to pay her own share of the pension contributions. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

- i) Subject to any changes to the employee's status, which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift, in the same classification, and at the current rate of pay.

17.08 Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum of six (6) months.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- e) On confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Collective Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the Employment Insurance Act shall be paid a supplemental unemployment benefit as noted below. Receipt by the Employer of the employee's employment insurance cheques stubs shall

constitute proof that he/she is in receipt of Employment Insurance parental benefits.

For parental leaves that are a maximum of 35 weeks in duration, the supplement, subject to maximum allowable SUB payment under Employment Insurance legislation, shall be the difference between the payments received from the Employment Insurance Commission and seventy-five (75) percent of the employee's regular straight time pay for a maximum of ten (10) weeks, minus any statutory deductions, to be paid by the Employer. The supplement payment will begin in the first pay period following receipt by the Employer that the employee is in receipt of Employment Insurance parental benefits.

For parental leaves that are more than 35 weeks, the supplement as calculated above shall apply but shall be spread over the longer leave period.

An employee who is on parental leave as provided under this Collective Agreement and who is subject to the Employment Insurance waiting period, will receive payments for this period equivalent to seventy-five (75) percent of the regular straight time pay for the employee's classification which they were receiving on the last day worked prior to the commencement of the parental leave.

Note: this language is intended to recognize the provisions for up to 18 month pregnancy leaves commencing 2018 but the EI benefit being provided at a lower rate. Those on leave up to 12 months will receive 55% of earnings to a set maximum from EI while those who opt for the longer 18 month leave will receive 33% of earnings to a set maximum from EI. It is intended to provide equal benefits to employees regardless of their chosen length of leave.

Mathematically - current 55% EI max. is $\$543 \times 52 \text{ weeks} = \$28,236$; current 33% EI max. is $\$362 \times 78 \text{ weeks} = \$28,236$. The employee receives the same EI benefit spread out over a longer period of time and the same would apply for the parental SUB received from the County.

- f) Subject to any changes to the employee's status, which would have occurred had they not been on parental leave, the employee shall be reinstated to his/her former duties, on the same shift, in the same classification, and at the current rate of pay.

(The following paragraphs are applicable to full-time employees only)

- g) Credits for service and seniority shall accumulate while an employee is on parental leave.
- h) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, if any, in which the employee is participating while the employee is on parental leave.

(The following paragraphs are applicable to part-time employees only)

- i) Credits for service and seniority shall accumulate while an employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- j) The Employer will continue to pay its share of pension contributions during the period of parental leave unless the employee advises the Employer, in writing, that they choose not to continue to pay their own share of the pension contributions. The Employer will register those benefits with the Canada Employment Insurance Commission.

17.09 Pre-Paid Leave Plan

The Employer agrees to a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with applicable Income Tax regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Employer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion).
- c) Approval for participation in the program will rest with the Employer; however approval shall not be unreasonably withheld and would be based upon work requirements.
- d) Where there are more applications than spaces allotted, and where in the opinion of the Employer work requirements are not a deciding factor, approval will be based upon seniority.
- e) During the four (4) years of salary deferral, twenty (20) percent of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full

payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to O.M.E.R.S. will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.

- h) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- i) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- j) The Employer will endeavour to find a replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and form part of the written agreement.

17.10 Quarantine Leave

In the event that an employee loses pay due to quarantine mandated by the Medical Officer of Health as a result of the employee performing their duties for the Employer and in the further event this situation is not the subject of federal or provincial legislation compensating the employee for loss of pay, the Employer will

compensate the employee, without deduction from sick banks, for loss of basic pay to a maximum period of one (1) month from the date the employee is first absent from work due to such quarantine. In the event the employee does not work full time regular hours, lost basic pay will be based on the average hours worked during the previous four (4) week period, payable for a period of one (1) month or to the end of any employment contract, whichever is less. In the event that an employee develops a related illness recognized by the WSIB, this absence shall be compensated as per WSIB policy and guidelines, subject to WSIB approval, for the duration of the illness.

Article 18: Payment of Wages

18.01 Inside and Outside Employees

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Collective Agreement. Employees shall be provided with an itemized statement of their wages and deductions for each pay.

18.02 Inside and Outside Employees

When an employee temporarily substitutes or performs the duties of a higher paying position, they shall receive the higher rate after they have performed the duties of the position for five (5) consecutive hours.

18.03 Mileage - Inside Employees

- a) The travel rates paid to employees using their own automobiles for the Employer's business shall be the same rate as established by County Council as its mileage rate.
- b) Mileage is to be paid according to accounts payable processes.

18.04 Mileage - Outside Employees

- a) Mileage rates paid to employees using their own automobiles for the Employer's business shall be paid at the rate as established by County Council from time to time. Mileage shall be paid from the normal place of work (the County Garage) to the job and return to the County Garage or as otherwise agreed upon by the Director of Planning & Public Works and the Employee.
- b) **Douro Depot**
An employee who is required by the Employer to report for work at a location other than Douro Depot, for a period of twenty (20) working days or less, shall be supplied with transportation from the Douro Depot to the other location, or shall be paid mileage for the use of their own motor vehicle at the rate as established by Peterborough County Council for each kilometre travelled in excess of the number of kilometres normally travelled by the employee from their home to the Douro Depot, or as approved by the Director of Planning & Public Works.

c) All Satellite Depots within the County of Peterborough, to Include Millbrook, Havelock, Centreline, Buckhorn, and North Kawartha

If an employee is assigned to a satellite depot (including Millbrook, Havelock, Centreline, Buckhorn, and North Kawartha) and the employee is required by the Employer to report for work at a location other than Millbrook, Havelock, Centreline, Buckhorn, and North Kawartha Depot, for a period of twenty (20) working days or less, shall be supplied with transportation from the Millbrook, Havelock, Centreline, Buckhorn, and North Kawartha Depot to the other location, or shall be paid mileage for the use of their own motor vehicle at the rate as established by Peterborough County Council for each kilometre travelled in excess of the number of kilometres normally travelled by the employee from their home to the Millbrook, Havelock, Centreline, Buckhorn, and North Kawartha Depot, or as approved by the Director of Planning & Public Works.

18.05 Inside Employees

The salary of an employee will advance in accordance with Schedule "A" for their classification. Such advancement shall be automatic unless the Department Head considers that such advancement is not warranted, in which case the reasons shall be given to the employee, in writing, and the employee shall have the right of the grievance procedure.

18.06 Student Employees – Beyond Labour Day

Notwithstanding Article 3.01 student employees employed beyond the first Friday following Labour Day shall receive the Temporary Employee wage rate retroactive back to the day following Labour Day.

Article 19: Employee Benefits

19.01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System (OMERS) as provided by the Act. The Employer and employee shall make contributions in accordance with the provisions of the Plan.

19.02 The Employer shall arrange to pay the required premiums for each eligible full-time permanent employee, except as provided in Article 19.03, for the following:

- a) The Employer's Health Tax;
- b) Manulife Plan for semi-private hospital care;
- c) Extended Health Plan, mandatory generic substitution with physician override on prescribed drugs.
- d) Basic and preventative dental plan at the existing plan coverage current O.D.A. fee schedule, by a carrier acceptable to the parties to this Collective Agreement;

- e) Manulife Vision care equal to four hundred (\$400) dollars in a twenty-four (24) month period for prescription glasses or contacts. An employee may elect to use vision coverage in one 24-month period to pay for the cost of laser surgery.

Eye exams for vision testing every twenty- four (24) months, to a maximum of \$125.00.

- f) Manulife Deluxe Travel Plan. The Deluxe Travel Plan coverage shall terminate at age seventy (70) or retirement, whichever comes earlier. A permanent full time active employee who has reached age seventy (70), shall receive in lieu, an amount equal to the cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 70, to be paid on a monthly basis.
- g) Group Life Insurance at two (2) times annual earnings, to a maximum of \$200,000, and accidental death and dismemberment insurance. Group Life Insurance and Accidental Death and Dismemberment insurance shall be reduced to one (1) times annual earnings at age sixty-five (65). A permanent full time active employee who has reached age sixty-five (65), shall receive in lieu, an amount equal to the differential of the reduced cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 65, to be paid on a monthly basis.

The employee shall be given the option of purchasing optional benefits and it is the responsibility for the employee to pay these benefits.

- h) A weekly income disability plan equal to seventy-five (75) percent of weekly earnings, subject to approval of the insurer, to a maximum of one (1) thousand dollars per week with disability benefits payable from the fifteenth (15th) day of disability due to an accident or sickness to a maximum of seventeen (17) weeks;
- i) A long term disability plan equal to seventy-five (75) percent of normal basic earnings to a maximum of three (3) thousand dollars per month, subject to approval of the insurer, following the one hundred and nineteenth (119th) day of disability. The Long Term Disability plan coverage shall terminate at age sixty-five (65), less the applicable waiting period. A permanent full time active employee who has reached age sixty-five (65), shall receive in lieu, an amount equal to the cost of the premium that the employer would have otherwise paid on behalf of the employee immediately prior to age 65, to be paid on a monthly basis.

j) 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 eligible full time employees:

Physiotherapist to a maximum of four hundred (\$400) per calendar year.

Chiropractor to a maximum of four hundred (\$400) per calendar year.

Massage Therapist to a maximum of four hundred (\$400) per calendar year, single coverage only, for full-time eligible employees, with prior authorization from a physician.

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

- k) Hearing Aids Benefits paid at a maximum of five hundred dollars (\$500.00) every five years, single coverage only, for full-time eligible employees.

19.03 The Employer shall continue to pay the required premiums for the benefits outlined in Article 19.02 for a period of twenty-four (24) months for eligible permanent full-time employees who are absent from work due to illness or injury, and who are in receipt of Weekly Income (Short Term Disability), Long Term Disability or Workplace Safety and Insurance benefits. At the end of twenty-four (24) months, the eligible permanent full-time employee may request the Employer to continue the group benefits provided the employee reimburses the Employer for the cost of the premiums.

If no request is made by the employee to continue coverage through the Employer's Plan, the benefit package will be discontinued.

Retiree Benefits

Upon normal retirement to the OMERS pension plan and normal retirement for the purpose of this article shall mean on or after age fifty-five (55), to age sixty-five (65), and as defined by the Ontario Municipal Employees Retirement System, the following shall apply.

Provided that the employee has worked for the Employer for a minimum of fifteen (15) years the Employer shall continue to pay the premiums for the benefits noted below at the same level as is provided to current employees;

- a) Semi-private hospital care
- b) Extended Health Plan
- c) Effective January 1, 2012, Dental (at 70/30 Employer/employee cost share of the premiums)
- d) Vision Care
- e) Deluxe Travel Plan

In the event that the level of benefit changes for current employees, the same change will apply to retired employees. This coverage will remain in effect from the date of normal retirement through to the lesser of:

Age 65; or for a period of ten (10) years.

Effective January 1, 2012, as well as the above, the retiree is eligible to participate in the dental plan provided to current employees provided the retiree pays thirty (30) percent of the cost of the premium to carry this benefit.

At the conclusion of the benefit period, the employee may request continued coverage, at their own expense. It is the responsibility of the employee to keep the Employer informed of their current address and to submit such a request. The Employer's premium assistance may stop or be reduced if any government premium assistance is available, and the employee shall make the necessary application for such assistance.

The Benefits provided shall include the cost of their annual fee billed by the Provincial Government for retired employees to have access to the Ontario Drug Benefit Program. The benefits provided shall also provide for the costs of prescriptions.

19.05 A copy of all current master policies pertaining to Employers operations of the benefits referred to in this Article shall be provided to the Union.

A copy of all changes to the current master policies pertaining to the Employers operations of the benefits referred to in this Article shall be provided to the Union prior to any changes being implemented by the Employer.

19.06 For employees to be laid off, the benefits identified in Article 19.02 shall continue until the end of the month of layoff.

Employees may continue benefit items for semi-private hospitalization coverage and the extended health benefits plan for a period of up to four (4) months beyond the month of lay off if the employee pays the total premium costs to the Employer in advance. This coverage shall terminate should the employee obtain new full-time employment and prepaid premiums shall be reimbursed to the individual.

19.07 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for the benefits outlined in this Article provided that there is no reduction in the benefits provided. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefits programs contracted for and in effect for employees covered herein. The Employer shall notify the Local Union in writing of any changes in carriers.

19.08 Employment Insurance

Employee's share of the EI Premium reduction rebate will be paid to employees annually by the end of March.

19.09 Part-time Employees

Upon completion of their probationary period, part-time employees shall receive ten (10) percent of wages in lieu of the benefits outlined in Article 16 and Article 19.

If a part-time employee elects to join OMERS the Employer's share of the OMERS contributions shall be deducted from the ten (10) percent amount.

Article 20: Accidents and Safety

20.01 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

20.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

20.03 The Employer shall supply approved safety helmets for all employees who require them under the Construction Safety Act.

20.04 Safety Footwear - Inside Employees

The Employer shall provide on an as required basis as approved by the Supervisor, to each employee who is required to wear safety footwear in the performance of their duties, an allowance of up to two hundred and fifty (\$250) dollars to assist in the purchase of appropriate C.S.A. approved safety footwear. Reimbursement will be paid for the value of the receipt.

Safety Footwear - Outside Employees

The Employer shall provide an annual (January to December) allowance to each employee who is required to wear safety footwear in the performance of their duties of up to two hundred and fifty (\$250) dollars to assist in the purchase of appropriate C.S.A. approved safety footwear. Reimbursement will be paid for the value of the receipt.

Uniform – Outside Employees

The Employer shall provide each employee with:

Four (4) orange reflective shirts (option of short or long sleeved) yearly, replaced as required and approved by supervisor.

Hoodie (2) yearly replaced as required and approved by supervisor.

Two (2) pairs of coveralls or bibs coveralls (as required and approved by supervisor)

One (1) winter jacket (as required and approved by supervisor)

One (1) spring/fall jacket (as required and approved by supervisor)

20.05 The Employer, Union and the employees agree to adhere to the provisions of the Occupational Health and Safety Act and the County of Peterborough Health and Safety Policy and will exercise due diligence in the investigation of all accidents/incidents.

Article 21: General

21.01 Employees shall have proper accommodation to eat their meals while working at the County garage.

21.02 a) The Employer shall provide bulletin boards which shall be placed so that all employees shall have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer shall approve all notices and shall signify their approval by initialling them. Such approval shall not be unreasonably withheld.

b) The Employer shall provide access to their internal e-mail system so that the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The Employer shall approve all notices prior to the posting. Such approval shall not be unreasonably withheld.

21.03 Tools and Equipment - Outside Employees

The Employer shall provide all approved tools and equipment required by employees in the performance of their duties. This does not include mechanical tools, which are provided by the Mechanic as a condition of employment. The Employer agrees to provide a six hundred (\$600) dollar tool allowance each year to the Mechanic to be used for replacement of tools that are required to be provided. Proof of purchase satisfactory to the Employer must be provided. Reimbursement will be paid for the value of the receipts, to the maximum of six hundred (\$600) dollars.

The Employer will provide insurance which includes replacement costs under the County of Peterborough Insurance Policy for Mechanic's tools which are properly secured and stored on County property, and are included on the Mechanic's tool inventory listing.

21.04 Workplace Safety and Insurance Board

The Employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form #7 at the same time as it is sent to the Board. A copy of the Form #7 will be provided to the Union President upon written request and consent of the employee.

21.05 Driver's License

a) Where it is a requirement of the position for an employee to hold a drivers licence, which requires a medical to be completed, the Employer shall pay the cost for the employee's medical examination conditional upon the employee submitting a receipt from the doctor.

b) Where an employee is required to maintain a DZ or AZ licence as part of the bona fide requirements of their position, the Employer will reimburse the employee for the licencing renewal costs incurred per renewal. There shall be no reimbursement obligation where the licence renewal (or re-obtaining the licence) is due to any performance or administrative issues which are the

employee's responsibility. The employee will submit a valid receipt order to receive reimbursement. Further, all employees recognize that drivers abstracts may be done from time to time at the discretion of the employer.

- c) Where it is a requirement of the position for an employee to hold a driver's licence and where such employee no longer holds valid driver's licence, the employee is required to disclose such to the employer as soon as reasonably possible.

d) Hours of Work Commercial Licence Holders

Where an employee holds a licence to drive a commercial vehicle under the Ministry of Transportation definition, such employees must comply with the requirements noted within the Provincial Hours of Service regulation and report to the employer if they work additional hours outside of County hours.

21.06 Mechanic's Licence

Where it is a requirement of the position for an employee to hold a Mechanic's Licence 310T and/or 310S, the Employer will pay the cost of maintaining the licence fee(s).

In the event an employee who is applying for a licence renewal is required to take a test and the employee fails the test, subsequent tests will be at the expense of the employee.

21.07 Criminal Background Check

If the Employer requests any criminal reference/background checks of any employee, the Employer shall pay for any fees charged by Police Agencies associated with this request.

Article 22: Job Security

- 22.01 a) No employee who has accumulated one (1) year's seniority shall be dismissed by the Employer as a result of the institution of technological change or mechanization. An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy, if capable of doing so, according to their seniority.
- b) The employee shall be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the training period there will be no reduction of pay unless a new classification has been created and in that event the employee will be paid the rate agreed upon by the Employer and the Union.
- c) In the event that an employee, after a reasonable training period, is unable to acquire the skill required, they shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off as provided by this Collective Agreement.

22.02 Notice of Investigation

- i) An investigation is defined as a formal process of examining allegations of misconduct to determine the facts and to present them in an investigative report. This process shall also be used for any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to their work. The regular, on-going quality assurance reviews and workplace audits, including necessary follow-ups and inquiries with affected employees, do not constitute an "investigation". However, if regular reviews/audits indicate that further formal fact finding is required that could lead to discipline, then an investigation as defined here shall occur. In all circumstances, the employee and Union will be notified within ten (10) working days of when the circumstances giving rise to it occurred or originated or ought reasonably to have come to the attention of the Employer.
- ii) When an investigation is triggered, the employee(s) who are the primary subject of the investigation will be advised of the following:
 - a) Notice in writing including the details of the particulars of the area of concern/complaint that is being referred to investigation;
 - b) The name of the individual who will be conducting the investigation;
 - c) The right, if they desire, to have a Union representative at any meetings or hearings that form part of the investigation;
 - d) Their obligation to cooperate with an investigation;
 - e) That the investigation has concluded, and what the next steps are, which could include disciplinary action. In such situations the disciplinary procedures outlined in this Collective Agreement shall be followed.
- iii) The parties involved in the investigation will be bound by confidentiality which may at times require signing a formal Confidentiality Agreement. Said confidentiality shall not mean that an employee cannot discuss issues with their Union and/or their spouse unless prohibited by law.
- iv) The parties will endeavour to be available for meetings/hearings and other activities related to the investigation to facilitate its earliest completion. If the Employer requires the employee to be away from work during the investigation, the employee shall not suffer any lost remuneration.
- v) It is understood that if an investigation results in no disciplinary action being taken against the employee, such information acquired throughout the investigation process shall not form part of the employee's personnel file. The employee and the Union shall receive the formal written results of the investigation. An employee has the right to review their personnel file as provided in Article 9.04 of this agreement.
- vi) If this procedure is not followed, the issue giving rise to the investigation shall not be used against them at any time.

- 22.03** In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee shall be laid off as a result of the sub-contracting out of any work. The Employer agrees to advise the Union prior to taking such action at least two (2) months in advance to taking such actions, except where extenuating circumstances prevent such notice.
- 22.04** In the event that the Employer seeks or is compelled to merge or amalgamate with another Employer, the Employer will attempt to secure the following conditions for all employees falling within the bargaining unit:
- a) seniority rights;
 - b) service credits relating to vacations, benefits and sick leave;
 - c) conditions of their employment and wage rates.
- 22.05** Except in cases of emergency, or where it is necessary for the purpose of instruction or experimentation, persons not in the bargaining unit shall not perform work normally performed by members of the bargaining unit. It shall be the exclusive right of management to determine what constitutes an emergency.

Article 23: Temporary Employees

23.01 Definition

For the purposes of this Collective Agreement, a temporary position is a position created by the Employer for a specific job for a limited duration.

For the purposes of this Collective Agreement a temporary employee is an employee hired by the Employer to fill a temporary position.

23.02 A Temporary Employee may be Hired

- a) to replace a permanent employee on leave for the full term of any such leave of absence; and,
- b) from September 1st to March 31st to perform duties falling under the outside unit; and,
- c) within the inside unit, for any other reason, for a term not exceeding twelve (12) months. This term may be extended for an additional twelve (12) months if agreed to by all Parties. The term will not exceed a maximum of twenty-four (24) months.
- d) within the outside unit, for a specific job or task of a non-recurring nature, to work with the Engineering & Design employees. This term may be extended for an additional twelve (12) months if agreed to by all Parties. The term will not exceed a maximum of twenty-four (24) months.

23.03 Posting of Temporary Position/Temporary Vacancy

- a) A temporary position for a term exceeding sixty (60) days shall be posted in accordance to Article 12.03 & 12.04.
- b) When a temporary vacancy occurs inside the bargaining unit, the Employer will post the temporary position within sixty (60) calendar days or it will advise the Union that the vacancy will not be filled.
- c) Article 23.03 shall apply only to the original temporary position.

23.04 Temporary Employee Entitlements

Temporary employees whose term of employment exceeds six (6) months shall be entitled to one (1) day of unpaid leave per month of employment thereafter. These days shall be approved in advance by the Supervisor/Director. It is entirely optional for temporary employees to utilize these days.

Apart from those entitlements listed above and those described in Article 23.07 below, temporary employees are not entitled to seniority rights or any of the other rights under the provisions of this Collective Agreement except with respect to:

- a) Holidays
 - i) listed in Article 14.01 for all temporary employees
and
 - ii) one (1) paid float day for each continuous twelve (12) months of service
- b) Overtime
 - i) including banking overtime as per Article 13.03 b) and 13.05 e)
- c) Mileage
- d) Jury Pay
- e) Chain Saw Premium

Where a temporary position is filled by a permanent employee, the employee shall immediately upon receipt of the responsibilities for the temporary position be paid at the appropriate wage for the position, and at the end of the assignment, shall return to their original position.

While a member of the bargaining unit is filling a temporary position, such employee shall continue to be covered by all of the provisions of this Collective Agreement.

23.05 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.

23.06 Temporary Employee to Permanent Employee

A temporary employee shall not be considered for permanent employment unless the job has been posted in accordance with the provisions of Article 12.02 and has not been filled in accordance with the provisions of Article 12.03.

23.07 Seniority for Temporary Employee to Permanent Employee

When a temporary employee is put on permanent staff, their seniority shall be effective from their last date of hire provided there has been no break in service from that date. A temporary employee need not serve a probationary period if they have been employed by the Employer for more than three (3) consecutive months in the same position with no break in service.

23.08 Payment of Temporary Employee

Temporary employees shall be paid in accordance to the applicable Schedule "A" outlined in this Collective Agreement.

23.09 No temporary employee shall be employed while any permanent employee with seniority is on lay-off provided the laid off employee has the ability and qualifications for the job.

Article 24: Interpretation

24.01 Wherever the terms spouse, husband or wife are used in this Collective Agreement, the source of the definition shall be the current Ontario Municipal Retirement System's (OMERS) definition.

Article 25: Term of the Collective Agreement

25.01 This Collective Agreement shall be binding and remain in effect until September 30th, 2024.

25.02 Either party desiring to propose changes or amendments to this Collective Agreement shall within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, that party is required to enter into negotiations for a renewal or revision of the Collective Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new agreement.

Article 26: New and Changed Job Descriptions

26.01 If a new job is established, or an existing job is changed, the Employer shall prepare, with input from the employing unit, a new job description. The Employer shall give a copy of the new job description to the Secretary of the Union or designate, at least ten (10) working days prior to the posting of the position.

Article 27: Travel Time


27.01 Outside Employees

This article pertains to the construction season and travel time to and from the construction sites only.


Employees will be paid at straight time for any travel time which is over and above the normal time it would take the employee to drive from their home to their home depot.

Dated in Peterborough, Ontario this 15 day of March, 2022.

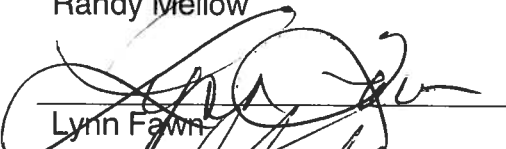
For the Employer:




Mary Spence



Randy Mellow



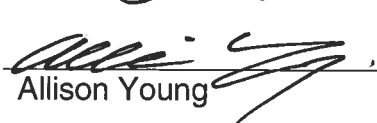
Lynn Fawn



Iain Mudd




Bill Linhen



Allison Young

For the Union:




Rhonda Sage



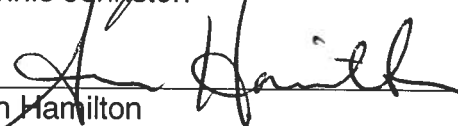
Blair Pollock



Scott Miller



Donnie Johnston



Ann Hamilton

Schedule A – October 1, 2021

I = Inside Employees O = Outside Employees Progression Guidelines on Page 51

I/O	Classification	Temp Inside < 6 months	Temp Inside > 6 months		
		Prob.			
		85%	90%	95%	100%
I	Senior Planner	\$35.09	\$37.15	\$39.22	\$41.28
O	Senior Engineering Technologist	\$38.64			\$38.89
I	Planner	\$32.02	\$33.90	\$35.79	\$37.67
I	IT Operations Support Analyst	\$31.16	\$32.99	\$34.83	\$36.66
O	Chief Mechanic	\$34.04			\$34.29
O	Mechanic	\$34.04			\$34.29
I	GIS Analyst	\$29.15	\$30.86	\$32.58	\$34.29
I	Secretary-Treasurer – LDC	\$29.15	\$30.86	\$32.58	\$34.29
O	Engineering & Design Co-ordinator	\$33.31			\$33.56
I	Fleet & Equipment Technician	\$28.53	\$30.20	\$31.88	\$33.56
I	Purchasing Co-ordinator	\$28.53	\$30.20	\$31.88	\$33.56
I	Planning Technician	\$27.91	\$29.56	\$31.20	\$32.84
I	GIS Technician	\$27.91	\$29.56	\$31.20	\$32.84
I	Waste Management Administrative Coordinator	\$27.91	\$29.56	\$31.20	\$32.84
I	Waste Management Operations Coordinator	\$27.91	\$29.56	\$31.20	\$32.84
O	Lead Hand	\$31.84			\$32.09
O	Engineering Technician	\$31.84			\$32.09
I	Jr. IT Support Technician	\$27.28	\$28.88	\$30.49	\$32.09
O	Patrol Person	\$30.33			\$30.58
O	Sign Coordinator	\$30.33			\$30.58
I	Purchasing Clerk	\$25.99	\$27.52	\$29.05	\$30.58
I	Corporate Services & Communications Coordinator	\$25.39	\$26.88	\$28.38	\$29.87
I	Accounting Clerk	\$24.75	\$26.21	\$27.66	\$29.12
I	Administrative Assistant - Waste Management	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - Clerk's Division	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - Clerk's Division & Planning	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - Communications	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - Records	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - PPW & Facilities	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Services Assistant - PW Operations	\$24.10	\$25.52	\$26.93	\$28.35
I	Administrative Support, IT	\$24.10	\$25.52	\$26.93	\$28.35
O	Heavy Equipment Operator	\$28.10			\$28.35
O	Heavy Equipment Operator - Front End Loader	\$28.10			\$28.35
O	Heavy Equipment Operator - Grader/Maint.	\$28.10			\$28.35
O	Heavy Equipment Operator - Ditching Machine	\$28.10			\$28.35
O	Mechanic Assistant	\$28.10			\$28.35
O	Mechanic's Helper & Welder	\$28.03			\$28.28
O	Truck Driver 2	\$27.57			\$27.82
O	Truck Driver 1	\$27.38			\$27.63
O	Backhoe Operator	\$27.38			\$27.63
I	Scheduling & Clerical Support, PCCP	\$23.49	\$24.87	\$26.25	\$27.63
O	Jr. Engineering Technician (Temp)	\$26.65			\$26.90
O	Labourer	\$26.65			\$26.90

Schedule A – October 1, 2022

I = Inside Employees O = Outside Employees Progression Guidelines on Page 51

I/O	Classification	Temp Inside < 6 months	Temp Inside > 6 months		
		Prob.		95%	100%
		85%	90%		
I	Senior Planner	\$35.72	\$37.82	\$39.92	\$42.02
O	Senior Engineering Technologist	\$39.34			\$39.59
I	Planner	\$32.60	\$34.52	\$36.43	\$38.35
I	IT Operations Support Analyst	\$31.72	\$33.59	\$35.45	\$37.32
O	Chief Mechanic	\$34.66			\$34.91
O	Mechanic	\$34.66			\$34.91
I	GIS Analyst	\$29.67	\$31.42	\$33.16	\$34.91
I	Secretary-Treasurer – LDC	\$29.67	\$31.42	\$33.16	\$34.91
O	Engineering & Design Co-ordinator	\$33.91			\$34.16
I	Fleet & Equipment Technician	\$29.04	\$30.74	\$32.45	\$34.16
I	Purchasing Co-ordinator	\$29.04	\$30.74	\$32.45	\$34.16
I	Planning Technician	\$28.42	\$30.09	\$31.76	\$33.43
I	GIS Technician	\$28.42	\$30.09	\$31.76	\$33.43
I	Waste Management Administrative Coordinator	\$28.42	\$30.09	\$31.76	\$33.43
I	Waste Management Operations Coordinator	\$28.42	\$30.09	\$31.76	\$33.43
O	Lead Hand	\$32.42			\$32.67
O	Engineering Technician	\$32.42			\$32.67
I	Jr. IT Support Technician	\$27.77	\$29.40	\$31.04	\$32.67
O	Patrol Person	\$30.88			\$31.13
O	Sign Coordinator	\$30.88			\$31.13
I	Purchasing Clerk	\$26.46	\$28.02	\$29.57	\$31.13
I	Corporate Services & Communications Coordinator	\$25.85	\$27.37	\$28.89	\$30.41
I	Accounting Clerk	\$25.19	\$26.68	\$28.16	\$29.64
I	Administrative Assistant - Waste Management	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - Clerk's Division	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - Clerk's Division & Planning	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - Communications	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - Records	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - PPW & Facilities	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Services Assistant - PW Operations	\$24.53	\$25.97	\$27.42	\$28.86
I	Administrative Support, IT	\$24.53	\$25.97	\$27.42	\$28.86
O	Heavy Equipment Operator	\$28.61			\$28.86
O	Heavy Equipment Operator - Front End Loader	\$28.61			\$28.86
O	Heavy Equipment Operator - Grader/Maint.	\$28.61			\$28.86
O	Heavy Equipment Operator - Ditching Machine	\$28.61			\$28.86
O	Mechanic Assistant	\$28.61			\$28.86
O	Mechanic's Helper & Welder	\$28.54			\$28.79
O	Truck Driver 2	\$28.07			\$28.32
O	Truck Driver 1	\$27.88			\$28.13
O	Backhoe Operator	\$27.88			\$28.13
I	Scheduling & Clerical Support, PCCP	\$23.91	\$25.32	\$26.72	\$28.13
O	Jr. Engineering Technician (Temp)	\$27.13			\$27.38
O	Labourer	\$27.13			\$27.38

Schedule A – October 1, 2023

I = Inside Employees O = Outside Employees Progression Guidelines on Page 51

I/O	Classification	Temp Inside < 6 months	Temp Inside > 6 months		
		Prob.			
		85%	90%	95%	100%
I	Senior Planner	\$36.36	\$38.50	\$40.64	\$42.78
O	Senior Engineering Technologist	\$40.05			\$40.30
I	Planner	\$33.18	\$35.14	\$37.09	\$39.04
I	IT Operations Support Analyst	\$32.29	\$34.19	\$36.09	\$37.99
O	Chief Mechanic	\$35.29			\$35.54
O	Mechanic	\$35.29			\$35.54
I	GIS Analyst	\$30.21	\$31.99	\$33.76	\$35.54
I	Secretary-Treasurer – LDC	\$30.21	\$31.99	\$33.76	\$35.54
O	Engineering & Design Co-ordinator	\$34.53			\$34.78
I	Fleet & Equipment Technician	\$29.56	\$31.30	\$33.04	\$34.78
I	Purchasing Co-ordinator	\$29.56	\$31.30	\$33.04	\$34.78
I	Planning Technician	\$28.93	\$30.63	\$32.33	\$34.03
I	GIS Technician	\$28.93	\$30.63	\$32.33	\$34.03
I	Waste Management Administrative Coordinator	\$28.93	\$30.63	\$32.33	\$34.03
I	Waste Management Operations Coordinator	\$28.93	\$30.63	\$32.33	\$34.03
O	Lead Hand	\$33.01			\$33.26
O	Engineering Technician	\$33.01			\$33.26
I	Jr. IT Support Technician	\$28.27	\$29.93	\$31.60	\$33.26
O	Patrol Person	\$31.44			\$31.69
O	Sign Coordinator	\$31.44			\$31.69
I	Purchasing Clerk	\$26.94	\$28.52	\$30.11	\$31.69
I	Corporate Services & Communications Coordinator	\$26.32	\$27.86	\$29.41	\$30.96
I	Accounting Clerk	\$25.65	\$27.16	\$28.67	\$30.18
I	Administrative Assistant - Waste Management	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - Clerk's Division	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - Clerk's Division & Planning	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - Communications	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - Records	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - PPW & Facilities	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Services Assistant - PW Operations	\$24.97	\$26.44	\$27.91	\$29.38
I	Administrative Support, IT	\$24.97	\$26.44	\$27.91	\$29.38
O	Heavy Equipment Operator	\$29.13			\$29.38
O	Heavy Equipment Operator - Front End Loader	\$29.13			\$29.38
O	Heavy Equipment Operator - Grader/Maint.	\$29.13			\$29.38
O	Heavy Equipment Operator - Ditching Machine	\$29.13			\$29.38
O	Mechanic Assistant	\$29.13			\$29.38
O	Mechanic's Helper & Welder	\$29.06			\$29.31
O	Truck Driver 2	\$28.58			\$28.83
O	Truck Driver 1	\$28.39			\$28.64
O	Backhoe Operator	\$28.39			\$28.64
I	Scheduling & Clerical Support, PCCP	\$24.34	\$25.78	\$27.21	\$28.64
O	Jr. Engineering Technician (Temp)	\$27.62			\$27.87
O	Labourer	\$27.62			\$27.87

Schedule "A" Inside & Outside Employees

I – Inside Employees

Temporary employees in all classifications shall be at eighty-five (85) percent of the end rate.

Temporary employees in all classifications hired for temporary assignments of six (6) months or longer shall be paid for the entire temporary assignment at ninety (90) percent of the end rate. In the event the temporary employee is hired permanently with no break in service, time served shall be applied to progression on the wage grid.

Except as provided above, Probationary employees in all classifications shall be at eighty-five (85) percent of the end rate.

Permanent employees in all classifications shall be at ninety (90) percent of the end rate.

The rate at the end of six (6) months, or for part-time employees after nine hundred and twelve (912) hours, in all classifications shall be at ninety-five (95) percent of the end rate.

The rate at the end of twelve (12) months, or for part-time employees after one thousand, eight hundred twenty-four (1824) hours, in all classifications shall be one hundred (100) percent of the end rate.

O – Outside Employees

An employee operating a chainsaw shall receive seventy five (75) cents per hour additional pay for hours actually worked on this job.

Temporary employees shall receive twenty-five (25) cents per hour less than the Labourer rate.

Probationary employees shall receive twenty-five (25) cents per hour less than the rate of the classification the employee is working in.

LOU #01 - Inside Staff Complement
Letter of Understanding
between
The Corporation of the County of Peterborough
and
The Canadian Union of Public Employees
and its Local 1306

The Employer agrees to maintain the inside staff complement in effect as of October 1, 2011 during the term of the Collective Agreement.

LOU #02 - Ministry of Labour – Excess Hours of Work
Letter of Understanding
between
The Corporation of the County of Peterborough
and
The Canadian Union of Public Employees
and its Local 1306

For the purpose of meeting legislative requirements under the Employment Standards Act (ESA), the Union agrees that employees may work in excess of 48 hours (to a maximum of 70 hours) per week.

It is understood that employees will have the choice when offered overtime, to accept or reject the offer to work in excess of the 48 hours and (up to 70 hours) and to be paid and provided all conditions of employment according to the Collective Agreement which meets or exceeds the ESA legislation.

It is further understood that the County will comply with any pertinent legislation including but not limited to the Highway Traffic Act and the Occupational Health and Safety Act.

LOU #03 - Eastern Ontario Regional Network (EORN)

**Letter of Understanding
between**

**The Corporation of the County of Peterborough
and
The Canadian Union of Public Employees
and its Local 1306**

Whereas the Employer has entered into an agreement with the Eastern Ontario Regional Network (“EORN”) to provide services to expand cellular mobile services in Eastern Ontario;

And Whereas the Employer will receive funding to support the GIS services provided to EORN;

And Whereas the funding for said project will cease in approximately 4 years (specific end date unknown at this time but to be determined and communicated as soon as known);

And Whereas Article 23 of the collective agreement between the County and the Union permits the County to hire a temporary employee within the inside unit for a term not exceeding twelve (12) months, with a provision to extended the term for an additional twelve (12) months if agreed to by all Parties with the caveat that the term will not exceed a maximum of twenty-four (24) months;

And Whereas the Parties agree that notwithstanding the limitation of Article 23, solely and exclusively for the purpose of the specially-funded project a term longer than 24 months is required and permitted for the position of GIS Analyst which will be up to 4 years (35 hours per week);

And Whereas these positions are current classifications in the “inside” bargaining unit of CUPE 1306.

Now Therefore, the parties agree as follows;

1. The position identified above shall be in place and shall be defined as temporary until approximately February 1, 2024 (or such other date as the parties will agree once a more specific term is known) for GIS Analyst services.
2. This agreement covers the employee hired into the position (or any temporary employee who is required to be hired to back fill as a result of a permanent employee posting into the named position) whose contract runs through to the completion of the project.
3. The existing Collective Agreement language regarding temporary employees shall apply to the employee who is hired for the project on a contract.
4. The employee hired (as defined above) shall receive all rights and entitlements outlined in Article 23 of the Collective Agreement with the addition of the following:
 - a. Benefits as described in Article 19.02(a) through to and including g) only, equivalent to that described for permanent employees;
 - b. Sick leave as described in Article 16.01, 16.02, 16.03, and 16.04 equivalent to that described for permanent employees;

- c. Wage progression equivalent to that described for probationary and permanent employees in Schedule "A";
- d. Vacations as described in Article 15 equivalent to that described for permanent employees;
- e. Statutory Holidays as described in Article 14 equivalent to that described for permanent employees;

Additionally, the GIS Analyst shall be entitled to:

- a. Join the OMERS pension plan if/when eligible based on provisions within the OMERS pension plan and in accordance with all of the provisions and requirements of the OMERS pension plan
5. Employees under this agreement will be considered probationary until they have satisfied the requirements of Article 1.04, for the purpose of discipline including termination, Article 23.05 shall apply.
 6. For any postings which occur as per Article 12 while the temporary employee is on staff, they shall be considered an internal applicant and shall be considered after all permanent employees and before any external applicants. If more than one temporary employee applies for any position, the length of service; ability and qualifications for the job; and disciplinary record of each temporary employee will be considered.
 7. The Employer reserves the right to terminate the temporary employee if the funding ceases earlier than identified in the funding agreement. The Employer shall provide any employees (temporary or permanent) affected with sixty (60) days' notice of termination (early or otherwise). The employee will be offered the right to work during those sixty (60) days. If no work is available then the affected employee shall be paid in lieu of notice for those sixty (60) days or the balance of days for which work is not available to the maximum of sixty (60) days.
 8. Upon completion of the project, all permanent employees who hold temporary positions shall return to their former positions.
 9. If the Employer chooses to continue this work past February 1, 2024 (or such adjusted date approximate to February 1, 2024 as the parties may agree), any positions performing that work at that time shall be posted permanently as per the Collective Agreement and filled.

LOU #04 - Mechanic Night Shift
Letter of Understanding
between
The Corporation of the County of Peterborough
and
The Canadian Union of Public Employees
and its Local 1306

The Union and the Employer agree to renew the agreement for a mechanic night shift to meet operational fleet requirements. It is agreed that, commencing December 6, 2021, mechanics who work the temporary night shift schedule will:

- work 10 hour shifts (Monday-Thursday 4:00 p.m. – 2:30 a.m.)
- be paid the mechanic rate as per Schedule A
- be paid applicable shift premiums as per the Collective Agreement
- not exceed the maximum number of hours worked under the HTA.
- when transitioning from night shift to day shift, work four hours within the 4 day summer schedule at a time approved by the employer

This Letter of Understanding will remain in effect to the end of the winter season 2022 and will be reviewed to determine the feasibility of the renewal. It is agreed by all parties that this agreement may be terminated by either party with two weeks' notice.