

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE CITY OF PETERBOROUGH

(hereinafter called "The Employer")

and

LOCAL 1320 AMALGAMATED

TRANSIT UNION

(hereinafter called "The Union")

for the period

July 1, 2017 to June 30, 2023

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Section 1 - Purpose

This Collective Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Employer and its Union, and to provide an amicable method of settling any difference or grievance in a prompt manner, relating to the general working conditions which may arise from time to time.

Article 1 - Union Recognition and Scope

- 1.01. The Employer recognizes the Amalgamated Transit Union, Local 1320, as the sole and exclusive bargaining agent for all employees in the Public Transit Section of the Transportation Division, save and except the following:
- (a) persons for whom any other trade Union holds bargaining rights,
 - (b) all supervisory personnel who exercise management functions, professional engineers, and
 - (c) all person(s) employed in a confidential capacity related to labour relations.
- 1.02. Supervisors, management and persons whose jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit, except for the purpose of instruction or in the case of emergency.
- 1.03. No employee shall be required or permitted to make any written or verbal agreement with the Employer, or the Employer's representative, which may conflict with the terms of this Collective Agreement.
- 1.04. Unless otherwise required by provincial legislation or policy, the Employer agrees it shall not bargain with or enter into an agreement with an employee or group of employees, in the Bargaining Unit.
- 1.05. A new employee will have the opportunity to meet with a representative of the Union for a maximum of one (1) hour during training.
- 1.06. Contracting Out
- Except to the extent and to the degree agreed upon by the parties, and except in the case of an emergency, no work customarily performed by an employee covered by this agreement shall be performed by another employee or a person who is not an employee of the Corporation.

Article 2 - Management Rights

- 2.01. The Union recognizes and acknowledges that the management of operations and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, appraise, transfer, layoff, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by a seniority employee of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make, enforce and alter from time to time rules to be observed by the employees, providing that such rules do not conflict with the terms of this agreement;
 - (d) such rules issued will be signed and posted on the bulletin boards in the general office and the storage garage;
 - (e) operate and manage its facilities in all respects unless otherwise specifically dealt with else wherein this Agreement, in accordance with its commitments and responsibilities including the determination of the number of personnel required, the methods, procedures, machinery and equipment to be used, schedules of work and all other matters concerning the operation of the Employer's facilities;
 - (f) the Employer shall provide the Union with copies of all orders, regulations and schedules pertaining to Transit;
 - (g) every employee shall obey the orders of the supervisor. Work assigned by a supervisor is to be completed even though it may become the subject of a grievance;
 - (h) the Employer agrees that the rights set forth in this Article shall not be exercised in a discriminatory manner or a manner inconsistent with the express provisions of this Agreement or may be subject to the grievance provisions of this Agreement.

Article 3 - Joint Rights and Responsibilities

- 3.01. Both Union and management employees of the City of Peterborough are expected to perform their duties with integrity, honesty and impartiality and to conduct themselves at all times in a manner that recognizes the dignity and respects the rights of others. All employees are expected to be professional and

polite in all communications with every member of the public as well as those persons with whom they work.

- 3.02. The parties agree that they shall not discriminate against, intimidate, coerce, restrain or unduly influence any employee because of the employee's, and/or any relative's, race, sex, religious affiliation, or creed, age, marital status, family status, sexual orientation, disability, national origin, or by reason of his or her membership or participation in lawful activities of the Union.
- 3.03. Management will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.
- 3.04. (1) Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed, Labour Management Committee meetings shall be convened on a quarterly basis unless the parties mutually agree to a different meeting schedule. These matters may include issues relating to improving services, promoting wellness and working conditions, and sharing of information that affects both the Employer and the Union.
- (2) Each party shall appoint up to six (6) representatives. At least one representative of the Employer's committee shall represent the Human Resources Division.
- (3) A request for a meeting hereunder shall be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of grievances or negotiations or the amendment or renewal of this Collective Agreement.
- (4) The Labour management Committee may make recommendations to their respective principles but is not empowered to introduce or veto policies of the Employer.
- (5) Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Article 4 - Union Security

- 4.01. The Employer agrees that it shall be a condition of original employment and a condition of remaining in employment, that all employees who are eligible for membership in the Union, whether members or non-members, shall pay an amount as specified by the Union as regular monthly dues, and initiation fees

and such dues and fees shall be remitted monthly to the Secretary-Treasurer of the Union.

- 4.02. The Union will advise the Employer, in writing, when a member or members are not in good standing because they have failed to pay Union dues or assessments.
- 4.03. The Union will provide thirty (30) days written notice to the Employer and the employee before the Union seniority would be lost for not being in good standing.

Article 5 - Check-Off of Dues

- 5.01. The Employer agrees to deduct from the pay of each employee who is a member of the Union, all dues that may be assessed against such member and remit same to the Secretary-Treasurer of Local 1320. Deductions shall be made from each weekly pay.

Article 6 - New Positions

- 6.01. a) A Notice of Vacancy for all bargaining unit positions, outlining the duties shall be posted on the designated bulletin boards in Transit division workplaces, for a period of not less than ten (10) days. A copy of all such notices shall be supplied to the Union at or prior to the date of posting. Bargaining unit members who fail to apply during the posting period will be considered in the same priority as external applicants. In the event of a dispute on filling a vacancy the Union shall have the right of the grievance procedure.
- b) Notwithstanding the above, when a vacancy for a permanent, full-time position occurs, it shall be given to the most senior full-time employee who has applied, subject to 6.02 (a). In the event that no full-time employee has applied, the position shall be awarded to the most senior Extra Board employee who has applied. All posted vacancies in the Transit Division shall be filled within forty (40) working days of such vacancy.
- c) All employees who are awarded a full time position shall remain in that position for a period of not less than three (3) years, exclusive of the trial period or probation. The employee therefore, shall not exercise their seniority to post out, in, apply for, or be awarded to any full time position during the three (3) year time frame, unless mutually agreed by the parties.

This article does not supersede Article 11 – Layoff and Recall Provision.

6.02. Evaluation of Applicants

- a) The Employer shall consider education, related experience, flexibility, availability, special aptitudes, fitness, knowledge, skills and ability and work record in determining the successful applicant.
- b) Where, in the judgment of the Employer, which shall not be exercised in an arbitrary or unfairly discriminatory manner, the qualifications in (a) are relatively equal, the most senior candidate shall be awarded the position.
- c) In the event of a dispute on filling a vacancy the Union shall have the right of the grievance procedure.

6.03. Trial Period

Every employee selected by the Employer to fill a vacancy shall serve a trial period in the new job of up to 360 hours worked. At the completion of the trial period the employee shall be deemed to have qualified for that job. If the Employer is not satisfied with the employee's performance during the trial period, based on the employee's performance, the employee and the Union will be notified and the employee shall be returned to his or her former job and rate without loss of seniority. If the employee wishes to return to his or her previous position during the trial period, the employee must notify the Employer in writing and he/she shall be returned to his or her former job and rate without loss of seniority.

6.04. When an employee is directed to relieve in a higher rated position, he or she shall receive the rate for the higher rated position for the full period of the relief. When an employee is directed to relieve in a position of lower rating for a period, he or she shall maintain their regular rate of pay while so assigned.

6.05. The Employer shall maintain a complement of permanent full-time Operators to fill all regularly posted runs. The Employer shall have the right to determine the number of regularly posted runs.

6.06. If a new classification is established within the scope of the bargaining unit as set out in Article 1.01, the Employer will immediately notify the Union.

Article 7- Probation

7.01. Each new employee, covered by this Collective Agreement, shall be considered a Probationary Employee for the first five hundred and forty (540) hours of work, exclusive of training and during such period shall be entitled to all applicable provisions of this Agreement, save and except release from employment. Any new employee on probation may be terminated for cause and such decision may not be grieved or arbitrated.

- 7.02. In the event an employee is absent from work during the probationary period, the Corporation may extend said probationary period by an amount equal to the time absent. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged or terminated at the sole discretion of the Corporation. The discharge or termination of a probationary employee shall not be subject to a grievance and/or arbitration pursuant to this Agreement.
- 7.03. During the probationary period, should the Employer be unable to determine whether the probationary employee is suitable for continuing employment, such probation may be extended one (1) time only for a period not to exceed an additional five hundred and forty (540) hours.
- 7.04. The employee and Union shall be advised five (5) working days before the end of any probationary period whether or not the employee shall remain in the employ of the Employer.

Article 8 - Seniority

8.01. Seniority Defined

For the purposes of lay-off and recall, seniority for all permanent full-time employees of the transit division shall operate on a bargaining-unit-wide basis.

8.02. Awarding of Seniority

- a) The awarding of seniority shall be the exclusive right of the Union, Local 1320.
- b) It shall be a condition of continuing employment that all present and future employees covered by this agreement shall become and remain members in good standing of the Union.
- c) The Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union. The Union shall provide the Employer with a seniority list on an annual basis.
- d) Amalgamated Transit Union Local 1320's membership, at a membership meeting, shall determine which members are not in good standing.

8.03. Establishing Seniority

- a) All permanent full-time employees shall be placed on the seniority list and the employee's seniority date shall be the date of full-time hire.
- b) A Master seniority list (combined Operator and Vehicle Service Divisions) shall be created and maintained by the Union.

8.04. Forfeit of Seniority

An employee's seniority shall be forfeited for the following reasons:

- a) Voluntary resignation
- b) Discharge for cause,
- c) For not being a member in good standing of ATU Local 1320,
- d) Failure to advise the Corporation within seven (7) working days, after proper notification by registered mail or personal contact to the last address provided by the employee to the Corporation, of their intention to return to work following a lay-off and failure in fact, to return to work within seven (7) working days following such notification.
- e) Seniority shall not be lost if such employee fails to return to work because of sickness or accident, provided they present documentation of the same acceptable to the Corporation.
- f) Lay-off in excess of twelve (12) months calculated continuously from day of lay-off, or in excess of twelve (12) months from date the employee was unable to accept a recall because of sickness or accident under (d) above, whichever is the later date.
- g) A permanent employee in the bargaining unit who accepts a management position with the Employer, or a position within a different city bargaining unit, will have forty-five (45) working days to determine if they wish to remain in the new job; during this period the employee shall continue to accrue seniority in the bargaining unit and shall pay dues to the Union. In the event the employee has not returned to the bargaining unit within this period, the employee will relinquish all seniority rights and shall forfeit any seniority.

Article 9 - General Conditions

9.01. Reduction of Hours

Permanent full-time employees shall not be required to take time off for the purpose of sharing work with less senior or Extra Board employees. In the case of insufficient work in a particular job, the less senior or Extra Board employees shall take the reduction in hours or a layoff shall be effected. Should full-time employees be subjected to a reduction in hours below the normal forty (40) hour week, they shall have first opportunity to any available hours of work in an effort to obtain a forty (40) hour week.

9.02. Payment of Wages

The Employer agrees that the method of payment of wages will be on a weekly basis and the hourly rates to be paid to employees will be in accordance with the ATU Rate Schedule attached hereto.

9.03. Access to Overtime Records

The Union is to have access to overtime records for all Amalgamated Transit employees on a weekly basis.

9.04. Bulletin Board

The Employer recognizes the importance of the Union's ability to communicate with its members. Therefore, the Employer shall provide the Union three (3) bulletin boards at the terminal and one (1) at the garage.

9.05. Accident/Incident Forms

If the Employer requires the employee to complete an accident or incident form outside of normal working hours, the appropriate rate of pay shall be paid. Forms shall be completed the same day as the incident, whenever possible.

9.06. Personnel Files

- a) Each employee shall have reasonable access to his or her personnel file at least once every six (6) months to ensure accuracy and completeness.
- b) Any disciplinary reports will be removed from an employee's personnel file and shall not be used in any future disciplinary matter provided that there has been no similar additional discipline within a twenty-four (24) month period of the date of the incident.

9.07. Resignations

Every employee will provide the Employer with seven (7) days prior written notice of his or her resignation.

9.08. Complaints

This procedure regarding the investigation of complaints from members of the public shall be based on the philosophy that our employees are innocent until proven otherwise and shall be as follows:

- a) A complaint means a complaint received by the Employer in written or e-mail form, from a member of the public regarding the alleged inappropriate conduct of an employee or employees.

- b) The complaint must be verifiable by their name and their address and their phone number.
- c) If a complaint is to be considered for disciplinary action, it must be received within 30 working days of the date of the incident in question. This time limit shall not apply in cases involving allegations of a criminal nature.
- d) When a complaint investigation occurs, the employee shall be entitled to Union representation and shall be entitled to know the details of the complaint and allegation contained therein.
- e) Should disciplinary action be deemed necessary, a disciplinary meeting shall be scheduled as per Article 10.01 d,e,f. At this meeting, a copy of the complaint with the identity of the complainant deleted, shall be made available to the employee and the Union.

Article 10 - Grievance Procedure

- 10.01. a) An employee will not be disciplined or dismissed from service nor will entries be made against the employee's record without sufficient cause, and they will be entitled to a full, complete and clear written statement of the charges against them. Any employee having been disciplined or dismissed from service, or their duly authorized representative, may file a grievance.
- b) For the purposes of this Article, the term "working days" excludes Saturdays, Sundays and paid holidays.
- c) Extra Vehicle Service Personnel shall have access to the provisions of this article except with regards to dismissal.
- d) When management personnel intend to interview an employee for disciplinary purposes, the manager/supervisor will notify the Union in advance in order that a Union representative may be present at the interview, upon request of the employee.
- e) An employee may request that a Union representative be present in a disciplinary meeting with management.
- f) The Employer shall provide the employee with a form, to be signed by the employee who wishes to decline Union representation.
- 10.02. Grievances arising between the Employer and employees shall be dealt with in detail in the following manner.

Step 1

Within three (3) working days of any incident giving rise to a complaint or grievance, the aggrieved employee may orally discuss the grievance with their supervisor and may be accompanied if they so wish by a representative of the Union. If the Union elects to bypass Step 1, it shall notify the Employer in writing, and thereby trigger the timeline for Step 2.

Step 2

Failing satisfactory settlement within five (5) working days after the discussion was held under Step 1, the grievance, which shall be in writing and signed by the grieving employee, shall be submitted to the Manager. The Transit Operations Manager may hold a meeting to review the grievance and shall render a decision, in writing, within five (5) working days after receipt of the grievance.

Step 3

Failing satisfactory settlement in Step 2, the Union shall submit the grievance, within five (5) working days after receipt of the decision of the Manager, to the Division Head - Human Resources and/or designate, who shall hold a meeting with the employee and/or the grievance committee within ten (10) working days after submission of the grievance to the Division Head - Human Resources and/or designate. The Division Head - Human Resources, or designate, shall render a decision, in writing, within ten (10) working days after the meeting.

Step 4

Failing satisfactory settlement in Step 3 and upon mutual agreement of the parties in writing, the grievance may be referred to mediation as provided in Article 10.08 or the Union may refer the grievance to arbitration in accordance with Article 10.07, and written notice of such referral to arbitration must be provided to the Employer within ten (10) working days after receipt of the decision of the Division Head - Human Resources, or designate. In the event the parties agree to Grievance Mediation and a settlement is not reached, the matter may be referred to arbitration and written notice of such referral to arbitration must be provided to the Employer within ten (10) working days of completion of the mediation process.

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

10.04. Policy Grievance

Where a difference arises between the parties relating to the interpretation, application or administration of this Collective Agreement, including Letters or

Memorandum of Understanding, and including any question as to whether a matter is arbitral, either party may submit a grievance in writing to the other.

The parties shall meet within ten (10) working days to consider such grievance, and failing settlement of the grievance, either party may refer the grievance to arbitration in accordance with Article 10.07, and a written notice of such referral must be provided to the other party within ten (10) working days after the above mentioned meeting.

10.05. The Union shall have the right to originate a grievance on behalf of an employee(s) and to seek relief from the Employer, in accordance with the procedures outlined in Article 10. Such policy grievances may be put forward at Step 3, if mutually agreed.

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

10.07. Arbitration

A Board of Arbitration shall be selected in the following manner:

- (a) One nominee shall be selected by the Employer and one by the Union within ten (10) working days from the date arbitration is requested. The two nominees selected shall endeavour to reach an agreement as to the third nominee who shall be the chairperson. Should they not be able to agree on a chairperson the Ministry of Labour shall be requested to appoint the chairperson.
- (b) The Board, so constituted, shall weigh all the evidence and arguments on the points of dispute, and the written decision of the majority of members of the Board of Arbitration shall constitute the award which shall be binding on all parties. Failing a majority award, the decision of the chairperson shall constitute the award. The Board shall have the power to make such decision or award as is just and equitable. The parties hereto shall each pay their own nominee and they shall jointly pay the chairperson.
- (c) The parties recognize the ability of the Arbitrator or Arbitration Board to alter, modify or set aside penalties and adjust compensation, if any, imposed as the result of disciplinary action. The Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to alter, modify and/or amend any part of this Agreement.
- (d) If both parties are in agreement, the Board of Arbitration process noted above may be replaced by a Sole Arbitrator.

10.08. Mediation

- (a) Within five (5) calendar days following the receipt of the reply in Step 3, the parties may agree to submit the matter to mediation which shall take place before the matter is referred to arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to Mediation.
- (c) The Grievance Mediation process is without prejudice to either party.
- (d) The parties may agree to the appointment of a Mediator by the Ministry of Labour, provided that such Mediator is able to commence the Grievance Mediation within the time periods set out in article, or where the parties mutually agree to extend the time period for such Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.
- (h) If a grievance is not settled through the Grievance Mediation process, the Mediator shall provide the parties with an immediate oral advisory opinion and the grounds of such advisory opinion, unless both parties agreed that no such opinion shall be provided.
- (i) If no settlement is reached within five (5) calendar days following Grievance Mediation, the parties are free to submit the matter to arbitration as provided in Step 4. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration, or any documentation relied upon by either party for the first time at Grievance Mediation shall be used against it at Arbitration.
- (j) Any settlement reached shall not be referred to by the parties in respect of any subsequent matter and in any other setting.
- (k) All settlements shall be “without prejudice”.
- (l) The Union and the Employer will share the cost of the Mediator, if any.

Article 11 - Layoff and Recall Provisions

- 11.01. (a) When the Employer finds it necessary to lay off a permanent employee for a period of more than one (1) week's duration, the Employer shall give such permanent employee and the Union a notice in writing seven (7) successive days before such lay-off is to occur.
- (b) Layoffs will be considered in the reverse order of seniority within the bargaining unit, subject to employees who are retrained being qualified and capable to perform the jobs to be carried out. Employees will be recalled in order of seniority within the bargaining unit, subject to being qualified and capable to perform the jobs to be carried out.
- (c) No full-time permanent employee shall be laid off prior to an Extra Board Operator, provided he/she has the skills and ability as demonstrated following a training period of up to fourteen days.
- 11.02. (a) Laid-off employees fully employed elsewhere shall not be subject to recall for part-time work.
- (b) Laid-off employees shall not be subject to recall for extra work unless such piece of work exceeds one (1) hour.
- (c) When it is definitely known what extra work will be available, such piece of work shall be posted and laid-off employees shall have the opportunity to sign for such work according to their seniority.
- 11.03. A laid-off employee shall maintain bargaining unit seniority rights for a period of twelve (12) months from the date of the last day worked. Such employees will be required to maintain on file with the Employer their correct address and telephone number.

Article 12 - Leave of Absence

- 12.01. Reasonable leave of absence will be granted to any employee without remuneration for the following reasons: in case of sickness or disability whether it be the employee or a member of their immediate family; and to attend weddings or funerals. Applications for leave of absence for reasons other than the above mentioned may be granted only at the discretion of the supervisor. In all cases of application for leave of absence, the Employer must have reasonable notice in advance.

In addition, the Employer may grant leave of absence to employees without pay and without loss of seniority provided:

- (a) All requests for leave of absence are submitted in writing within two (2) weeks prior to the date of such leave of absence is to commence.

Notification of such approved leaves of absence will be provided to the Union.

- (b) Where the request for leave of absence is for personal reasons, or the leave is, in the Employer's opinion, for good and legitimate reasons, and sufficient staff is available to perform the duties of the absentee, and does not interfere with the normal operation of business.

12.02. Employees required to do jury duty shall be paid by the Employer the difference in pay between what the employee received for such jury duty and the regular pay which such employee would have received from the Employer.

12.03. Court Leave

- (a) Any employee who loses work time by reason of being required by the City to attend Court, Coroner's inquest or to appear as a witness will be paid for time so lost. If such attendance is required during non-working hours, the employee shall receive the greater of; two hours at straight time or straight time for the actual hours of attendance. The City shall pay the Employee's expenses in accordance with its travel and mileage allowance policies.
- (b) Employees who lose time by reason of being required to attend Court, Coroner's inquest, or to appear as a witness, in cases in which the City is not involved, but in which the employee's involvement arises out of the performance of his/her job, will be paid for time so lost in accordance with the above Article.
- (c) Articles (a) and (b) above, do not apply to labour arbitrations, Ontario Labour Relations Board matters, Employment Standards Act matters, Human Rights matters commenced by any employee or by any Union, or to any other labour or employment related matter or to proceedings in which an employee is convicted of a criminal offence, a highway traffic offence or a regulatory offence.

12.04. Bereavement Leave

The following leave of absence, with pay, is allowed to make arrangements and to attend the funeral in the event of a death in the employee's family. Such leave may commence the date of notification of death, but not later than the day of the funeral:

- (a) Employee's spouse, same sex partner, father, mother or children, stepfather, stepmother, or step children, eight (8) calendar days.

- (b) Employee's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, four (4) calendar days.
- (c) Grandparents-in-law, aunts and uncles, niece and nephew, one (1) day (being the day of the funeral).
- (d) The Employer shall be entitled to demand proof of the death and relationship.
- (e) If the funeral is held at a place more than one hundred and sixty (160) kilometres from the City of Peterborough an extra paid day of travel time shall be granted.

Bereavement leave granted under 12.04 a) and/or b) shall supersede vacation.

12.05. Union Leave

- (a) Leave of absence with pay shall be granted to such officers or duly appointed representatives of the Union who may be required to attend wage and contract negotiations, grievance work, or any other business that may properly come between the Employer and the Union. Approval by the supervisor is required to ensure operational coverage is maintained.

The Employer recognizes the right of the Union to appoint up to five (5) members whose purpose will be to negotiate a Collective Agreement.

- (b) Any employee elected or appointed to any office in the Union (or affiliated position), whether it be Local 1320 or to the International Union, (or affiliation), shall be permitted to serve in such official capacity without prejudice to their service in the employment of the Employer. If such appointment is to a full-time office and it is necessary for the Employer to temporarily replace the employee so elected or appointed, the junior employee's full-time employment shall end (according to seniority) upon the return of the permanent employee, with no recourse to the grievance provisions of this agreement.
- (c) Any employee who is requested by the Corporation to attend a meeting with the Employer held within working hours will not suffer loss of remuneration from the Employer. For all workplace committees that require Union representation, the Union shall appoint its member(s) and an alternate to the committee. All committee work shall be paid at the appropriate rate of pay

- (d) Reasonable leave of absence without pay shall be granted to Union officers or delegates to attend Union conventions, or other Union business provided each request is received in writing by the Transit operations Manager, or his designate, five (5) days in advance of such requirement. The Union Officer shall indicate, in writing, the duration and hours of the absent time.
- (e) Upon request, employees on leave of absence for Union business will receive their regular pay and benefits for such period of absence and the Employer shall bill the Treasurer of the Local for all wages received during such absence.

12.06. Any employee delegated to represent the Union at conferences, conventions or other Union business or any employees appointed to act on behalf of the Union will be granted time off from their duties without pay and without loss of seniority in order to fulfil their duties provided relief is available. Reasonable notice of (5 working days) of pending leaves of absences shall be required for such time off.

12.07. Maternity Leave

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

- (a) Such employee has completed six (6) months of continuous service prior to the starting time of such leave.
- (b) Such written request is made at least one (1) month prior to the proposed starting date of the leave.
- (c) During such leave the employee's benefits shall be continued by the City. If the leave of absence is extended beyond four (4) months the employee will pay the cost of such benefits for the period of such extension.
- (d) If the employee fails to return to employment or returns for a period of less than two (2) months' continuous employment, the Employer shall have the right to recover the full cost of the premiums from the commencement of such leave.
- (e) Replacement employees for pregnancy leave may be hired for more than six (6) months.
- (f) It is agreed by both parties that if the legislation under the Employment Standards Act is altered to be superior it shall be applied.

Article 13 - Illness and Short and Long Term Disability

13.01. Short Term Disability Plan

The Employer will implement and maintain a short term disability plan for all permanent employees as outlined herein. An employee who is disabled and unable to work as a result of quarantine due to exposure to a contagious disease, illness or injury, not compensable until the Workplace Safety and Insurance Act, shall be entitled to salary continuance from the first day of disability and continuing for up to seventeen (17) weeks, or until the employee is declared medically fit to return to work, resigns or retires, whichever first occurs.

A reoccurrence of the illness within thirty (30) working days of the employee's return to work will be considered a continuation of the same illness therefore long term disability coverage will commence upon the exhaustion of the short term coverage (From Letter of Trial Agreement).

- 13.02. Annual entitlement to salary continuance shall be based on the length of service as a permanent, full-time employee, calculated from the employee's date of permanent hire, according to the following schedule:

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

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

Should an employee be ill for an extended period of one (1) or more occasions in a calendar year such that the employee exhausts his/her short term protection at

100% salary, coverage for new illnesses will be available for seventeen (17) weeks at 75% of salary.

Note:

a) If an employee stops being totally disabled while satisfying the seventeen (17) week, Long Term Disability qualifying period, and within thirty days becomes totally disabled again from the same or related causes, the disability is considered to be a continuation of the previous disability.

b) Benefits While on Short Term Disability

The benefits recited in Article 16 shall remain in effect when an employee is a recipient of short-term benefits pursuant to the Plan.

c) Notification of Absence

An Employee absent from work due to illness or health related treatment is required to notify the on-shift Dispatch Supervisor as soon as possible, prior to the commencement of the shift. If the Dispatch Supervisor is not available the employee shall continue to attempt to notify the Dispatch Supervisor until s/he is successful. The employee shall advise the Dispatch Supervisor that s/he is unable to perform his/her duties due to illness and shall indicate the probable date of return.

d) Certificate of Illness

Employees, may be requested to furnish a certificate of qualification from a duly recognized medical practitioner verifying that the employee is medically unable to perform his/her duties and indicating the probable duration of the illness/injury, in order to substantiate the disability and payment of wages for such absent time. Should the employee fail to comply, wages will not be paid. Depending on the disability, medical certificates will be accepted from the following Medical Practitioners; physicians, psychologists, chiropractors, physiotherapists, dentists, nurse practitioners and midwives.

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

f) Immediate Family Illness

In the case of illness of a member of an employee's immediate family, where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, subject to the approval of the Division Head - Human Resources, the employee may be entitled to use maximum of five (5) sick days per illness, to care for the ill family

member. The manager or designate, may approve single day absence of the family care provision. The employee is required to provide written verification of the absence due to illness of a family member. In the event of scheduled surgeries for family members, request for absence must be made a minimum of one (1) week prior to the date of surgery.

13.03. Appointments

- i) All appointments related to medical or dental or other health related treatments, must be scheduled during non-work hours, where possible.
- ii) Where a required medical procedure or test must be scheduled during working hours, the time needed for such procedures shall be considered as sick leave.
- iii) Minimum of two days notice is required to book a medical appointment during work hours and documentation is required for any appointment over two hours.
- iv) There will be no appointments approved for Saturday or Sunday, unless suitable medical documentation is provided.

13.04. Long Term Disability

- a) In conjunction with the short-term disability benefits, long-term disability benefits shall be provided for all eligible employees at a level of seventy-five (75) percent of monthly income to a maximum of eight thousand (8,000) dollars, payable to retirement or age sixty-five (65), whichever is earlier. (Refer to Master Long Term Disability Insurance Contract for further details regarding All Source Maximum for Monthly Disability Benefit and Payment of Monthly Disability Benefit.)
- b) In order to be eligible for long term disability benefits, an employee must have a medically determinable physical or mental impairment due to non compensable illness or disease that prevents him/her from performing the regular duties of the job in which he participated immediately preceding the disability. Benefits for eligible disabilities shall be payable after a waiting period of seventeen (17) weeks, subject to the terms and conditions of the policy.
- c) If an employee returns to work from long term disability and within six (6) months of his/her return to work becomes totally disabled again from the same or a related cause, the disability and entitlement to Long Term disability benefits shall be considered to be a continuation of the previous disability.

- d) It is understood that the terms and conditions of the long term disability policy are not subject to the grievance provisions of this agreement.
- e) The City shall pay and keep in force 100% of the cost of Semi-Private Hospital, Extended Health, Dental Care and Vision Benefits, for the first two years of long-term disability payments. In addition, the City shall extend such coverage for employees, remaining disabled within the terms of the long-term disability contract for an additional year for each year of full-time employment with the City in excess of two years.
- f) Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for short-term and long-term disability benefits subject to the following restrictions:
 - i. Vacation entitlement would continue when the employee qualifies and is receiving short-term disability benefits only; and
 - ii. A position will be held available for an employee for a period of up to one calendar year from the initial date of disability which necessitates continuous absence from employment.

13.05. Certificate of Wellness

Any employee off work on account of illness is required to produce a Doctor's certificate as to the nature of their illness and also as to their fitness to resume their regular duties, if requested by the Employer to do so. Employees may be required at the Employer's expense, to undergo a medical examination by a licensed medical examiner, appointed by the Employer, to determine their fitness to carry out their normal duties. Each employee shall be required to sign an appropriate form authorizing the said medical examiner to disclose their findings to the proper officials of the Employer. If an employee refuses to sign such form the Employer shall not be obliged to retain such employee in its service. Operators may be required by the Employer to have their eyes tested by an appointed examiner, at the expense of the Employer.

Article 14 - Vacation Period

14.01. The vacation period for full time permanent employees shall be January 1st to December 31st. The prime vacation time shall be the ten (10) week period prior to Labour Day. Employees entitled to third, fourth, fifth or sixth weeks vacation will be entitled to take such weeks within the calendar year as posted on the vacation sign-up. A minimum of two (2) employees will be allowed to take vacation during the following time periods only (this allotment shall be increased subject to run reduction):

March Break	Victoria Day
Thanksgiving	First two weeks in November

A minimum of ten (10) employees will be allowed to take vacation during the following time periods only (this allotment shall be increased subject to run reduction):

Christmas and New Years period

Vacation pay shall be based on the prevailing rate and hours of work in effect at the time of vacation.

- 14.02. Permanent employees shall be entitled to annual vacation in accordance with the following schedule, based on length of continuous permanent employment, and shall receive vacation payment equivalent to their regular hourly rate for a forty (40) hour week. Service for the purpose of vacation entitlement shall not accrue to an employee on leave of absence without pay for longer than thirty (30) days.
- 14.03. An employee shall be entitled to an annual vacation or payment in lieu thereof as follows:
- a) An employee with less than one (1) year's service as of July 1st, shall be entitled to vacation at the rate of one (1) day for each complete calendar month of service, to a maximum of eight (8) days.
 - b) On completion of one (1) year of service, as of July 1st, an employee shall be entitled to two (2) weeks' vacation. The employee shall be paid eighty (80) hours or four percent (4%), whichever is the greater.
 - c) An employee shall be allowed three (3) weeks' vacation in the calendar year in which his third (3rd) anniversary falls.
 - d) An employee shall be allowed four (4) weeks' vacation in the calendar year in which his tenth (10th) anniversary falls.
 - e) An employee shall be allowed five (5) weeks' vacation in the calendar year in which his fifteenth (15th) anniversary falls.
 - f) An employee shall be allowed six (6) weeks' vacation in the calendar year in which his twenty-second (22nd) anniversary falls.

Progression in this schedule shall occur in the calendar year in which the employee's anniversary falls.

Any permanent employee whose continuous employment is terminated after July 1st, in any year, shall receive payment in lieu of vacation at the rate of two percent (2%) per week of vacation entitlement calculated on his wages earned during the period of July 1st, to the date of such termination.

14.04. Vacation Sign-Up

- a) The annual vacation sign-up for all members shall be conducted by one member of the Union, who will be provided one hundred and twenty (120) hours of paid time.
- b) All employees shall have the right of signing for vacation in order of seniority. The vacation schedule shall be posted by October 15th of each year for sign-up for the following year. Sign-ups shall commence the first Monday in November and shall be completed within the following fourteen (14) calendar days. Seven days following the completion of the vacation sign-up, the January 1st run sign-up period shall commence and be completed six (6) days after that.
- c) Prime time shall be the ten (10) week period prior to Labour Day weekend. Each employee shall be entitled to sign for two (2) weeks' vacation during prime time vacation time.
- d) All employees shall be assigned an hourly sign-up time on a seniority basis during the period beginning at 8:15 a.m. and ending at 8:15 p.m. until completed. Each employee shall sign during their allotted hour. If an employee is unduly delaying their choice, the Union Official shall have the right to by-pass or sign up that employee on the Sign-up.
- e) In the instance where a vacation period is not signed for during the first sign-up schedule, the process shall begin again, by seniority, with each Operator who has remaining vacation entitlement.
- f) By the first Monday in October, the Union shall advise Management of the number of eligible employees who shall be taking single day vacations.
- g) Employees may divide a one-week period of their third, fourth, or fifth weeks of vacation time into single days off. These days may only be taken in May and June.
- h) Employees may divide a one-week period of their sixth week of vacation time into single days off. These days may be taken anytime.
- i) If an employee is hospitalized during the period of their scheduled vacation, the employee may request pay in lieu of the scheduled vacation, or reschedule the vacation only to another mutually agreed upon time with the Union, provided there is a vacancy on the vacation sign-up.

- j) Statutory and floater holidays shall be signed for in seniority order, at the same time as the run sign-up (six times per year), for the period of the run sign-up.
- k) The Manager of Transit shall establish vacation sign-up for the department. The sign-up shall be established on the basis of sufficient staff to fill requirements of the Employer, minimizing overtime costs related to employees relieving those employees on vacation. The vacation sign-up shall be spread over the entire calendar year or a sufficient portion of the year to provide for the vacation mentioned above on the basis of a maximum number of Operators off on vacation at any one time. The Manager of Transit shall determine this maximum number. The Employer is prepared to consider any recommendation the Union wishes to make regarding vacation schedules.
- l) Under no circumstances shall an employee be allowed to work during their vacation period. Under no circumstances can signed vacation be exchanged or an employee be bumped from his/her vacation once he/she has signed the vacation sign-up.

Article 15 - Transportation

15.01. Free transportation on a regularly scheduled City of Peterborough bus route shall be provided for all employees covered by this Agreement but shall not include employee's families. Employees riding transit buses must not engage in conversation with the driver of the vehicle and shall, if possible, on boarding a transit bus move well back. The Corporation shall provide identification for its Employees entitling them to ride City transit as passengers without charge. Such identification must be presented to the Operator when boarding a transit bus. Employees who have reached retirement age shall be entitled to a lifetime pass.

Article 16 - Benefits

16.01. The Employer will contribute as follows:

- a) To the Employer Health Tax an amount equal to 100% of the rate applicable to the subscribing employee.
- b) To Group Insurance an amount equal to 100% of the premium applicable to the subscribing employee. Coverage under this plan to be two (2) times the annual salary to a maximum of \$200,000.00.
- c) To an Extended Health Care \$10/\$20 deductible for each subscribing employee 100% of the premium cost applicable to the subscribing employee.

- d) To Semi-Private coverage or equivalent an amount equal to 100% of the premium applicable to the subscribing employee, effective the first day of hospitalization.
- e) 100% of coverage for Dental Plan #9, to current less one year.

Effective December 1, 2012: Major Dental Work (including but not limited to crowns/implants/dentures and/or bridgework), subject to a 50% coinsurance with a lifetime maximum benefit of \$2500 per insured.

- f) Family eyeglass coverage to \$550.00 every twenty-four (24) months, including eye examination,

Employee Eyeglass Coverage:

Effective July 1, 2020: \$600 every 24 months

Effective July 1, 2022: \$650 every 24 months

An Employee may elect to use vision care coverage in one 24-month period to pay for the costs of laser surgery. The Employer agrees to cover the cost of laser surgery for the insured individual only up to the maximum eye care coverage for that year.

Employee Eye Examination:

Effective December 1, 2012: payment to a maximum of \$100 every 24 months.

Effective January 1, 2019: payment to a maximum of \$150 every 24 months.

Dependent Eyeglass Coverage including the cost of the eye examination:

Effective July 1, 2016: \$550 every 24 months

Effective July 1, 2020: \$600 every 24 months

Effective July 1, 2022: \$650 every 24 months

- g) Hearing Aids: Lifetime maximum of \$1,000 for employee only (effective December 1, 2017). \$500 lifetime maximum for dependents.
- h) Paramedical Benefits Employee Coverage:

Effective December 1, 2012, to help minimize the use of sick leave and enhance employee health and fitness, the Employer agrees to pay the premiums for single coverage paramedical services for full time employees up to \$800 per calendar year for each benefit as follows:

- i) Physiotherapist
- ii) Clinical psychologist
- iii) Chiropractor
- iv) Osteopath
- v) Chiropodist
- vi) Podiatrist
- vii) Naturopath/homeopath
- viii) Speech pathologist, masseur, dietician (where prior authorization by physician)

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

Dependent Coverage:

Clinical Psychologist: up to a maximum of \$35 for the initial visit and \$20 per hour for each subsequent visit to a maximum of \$200 per covered person per benefit year

Masseur: up to a maximum of \$7 per treatment and 12 treatments per covered person per benefit year (These services must be authorized in writing once every 5 years by the patient's attending physician or a nurse practitioner authorized by the provincial legislation to practice such profession)

Speech Pathologist: up to a maximum of \$200 per covered person per benefit year (These services must be authorized in writing by the patient's attending physician or dentist)

Physiotherapy: services of a licensed or registered physiotherapist or a registered athletic therapist who does not have an agreement with the Provincial Health Plan for payment of his/her services. Reimbursement will be based on the amount that would have been allowed by the Provincial Health Plan.

Effective December 1, 2017, the above dependent coverage is replaced by the following:

Coverage up to \$600 per person per calendar year for the following paramedical services:

- i) Physiotherapist
- ii) Clinical psychologist
- iii) Speech Pathologist
- iv) Masseur

No payment will be made for completion of reports, assessments, tests or evaluation.

- i) Deluxe out-of-province travel plan.
- j) The Employer will pay 100% of the premiums for the following permanent, full-time employee benefits:
 - i) Extension of extended health, vision and dental benefit coverage, to dependent children, to age twenty-five (25), who are enrolled full time in school;
 - ii) Extension of the employee's health benefits to eligible family members, for a period of six (6) months from the date of death of the employee.
- k) In addition, the Employer agrees to cover the cost of the MTO licence renewal medical examination, for each full-time, permanent Operator, to a maximum of \$150.00. If an employee does not have a family physician in the City, the employee may make an appointment with the City physician to perform the required physical examination.

Change of Benefits

The benefits outlined in article 16.01 shall not be reduced from the current level without the approval of the Local 1320.

- 16.02. (a) New employees shall be granted the opportunity to sign up for all benefits as outlined in Article 16.01 on initial date of permanent hire. Benefit commencement shall be determined by the employee's benefit carrier.
- (b) The Employer will continue payment of O.H.I.P., Blue Cross, Semi-Private Health Care Coverage for any employee from the date of normal retirement to the age of 65.
- (c) The Employer shall enroll eligible members in the Ontario Municipal Employees Retirement System (OMERS). The administration of the plan will be in accordance with current OMERS legislation.

16.03. Personal Time

The Employer agrees to provide an additional week, (forty hours) of personal time off for each permanent Operator:

- (a) The time off for each permanent full-time Operator is taken as a full week;

- (b) Such weeks must be taken between May 1st and August 31st of each year, and may not be carried over.
- (c) Such weeks, once scheduled, shall not be changed;
- (d) The selection of the week of personal time off shall be made on the basis of seniority.
- (e) Such weeks not used may not be converted to cash, or time off, at any other time;
- (f) A minimum of fifteen (15) percent of Operators' personal weeks shall be offered during the months of July and August.
- (g) If an Operator resigns or retires during the life of this agreement, the personal week shall not be paid in the year of the resignation or the retirement.

Article 17 - Workplace Safety and Insurance Act

- 17.01. If a full-time permanent employee is unable to work as a result of a workplace injury, the Employer will provide salary continuance at the same level as if the employee was on short term disability.
- 17.02. If the employee is unable to return at the end of this period, payment shall continue in accordance with the Workplace Safety and Insurance Act. The Employer will continue to pay all benefit premiums as outlined in Article 16.01 for the total period of absence.
- 17.03. When an employee is absent as a result of an illness or injury covered by WSIB, and the employee is scheduled for vacation, the Employer shall pay out the vacation owing.
- 17.04. In the event that a member is physically assaulted by another person and a police report is filed and a WSIB claim is approved for loss of earnings, the Employer agrees to top up the WSIB direct paid benefit so that the employee receives 100% of their pre-injury net wages, for a period of 3 years from the date of injury.

Article 18 - Statutory Holidays

- 18.01. (a) The following days are recognized as statutory holidays:

New Years Day	Good Friday	Victoria Day
Canada Day	Peter Robinson Day	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Family Day		

together with any other statutory holiday proclaimed by either the Federal or the Provincial Government during this agreement.

- (b) A full time employee who does not work on a statutory holiday shall receive pay for their regularly scheduled hours, either eight (8) or ten (10) hours.
- (c) A full time employee who performs his or her regularly scheduled work on a statutory holiday shall receive either eight (8) hours pay or a deferred paid day off, plus time and one-half (1 1/2) for all hours worked. A full time employee who performs his or her regularly scheduled ten (10) hour work on a statutory holiday, shall receive either ten (10) hours pay or a deferred paid day off, plus time and one-half (1 1/2) for all hours worked.
- (d) A full time employee who performs work other than his or her regularly scheduled work on a statutory holiday shall receive eight (8) hours pay, plus double time for all hours worked.
- (e) Probationary, Casual, Extra Board or Extra Vehicle Service Personnel employees shall be governed by the Employment Standards Act, as amended from time to time, with respect to statutory holidays.

18.02. Any employee who does not report for work on their regularly-scheduled day of work preceding or following a statutory holiday shall not receive pay for such holiday unless:

- (a) they have been assigned the day off;
- (b) the holiday falls during their annual vacation;
- (c) permission is granted by the supervisor.

18.03. When a holiday occurs on scheduled vacation day or day off, the employee shall reschedule the vacation day at a later mutually agreed time. Statutory Holidays earned over Christmas and Boxing Day may be taken at a mutually agreed upon time, within twelve (12) months, according to the sign-up procedure, at the monetary value at which they were earned.

18.04. To the agreed Statutory Holidays will be added two and one-half (2 1/2) "Floater Holidays" to be signed for by seniority. Such agreed "Floater Holidays" shall be taken during any leave of absence granted.

(a) **Operators**

If required to work Christmas or New Year's Day double time and one-half (2 1/2) will be paid for all time worked with a minimum of three (3) hours guaranteed

(b) **Vehicle Service Employee**

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

18.05. Regular bus service shall cease operation at 7:20 p.m. on the day before Christmas Day and on December 31st each year. The Corporation shall not be responsible for maintaining 40 hours of pay for employees affected by the provisions of the Article. Notwithstanding this provision, the Corporation shall have the right to extend service beyond 7:20 p.m. and provide the applicable premium pay of time and one-half (1 1/2) for each hour worked.

Article 19 - Run Sign-Up

19.01. (a) All Operators of both conventional bus service and specialized transit service shall choose their runs by seniority, the more senior Operators signing first, subject to the employee being capable to perform the work so chosen.

(b) Run sign-up periods shall be the nearest Sunday to January 1st, March 1st, May 1st, July 1st, September 1st and November 1st.

(c) In the event that there is a change in runs or deletions of buses on runs, then a new sign-up shall be called. The previous sentence shall not apply where changes in runs or deletions occur due to school, college or university breaks or holidays.

19.02. Runs below relief runs shall not be posted as individual runs but shall be called "Specials". Any Operator who signs on a "Special" must accept whatever number of hours are available on these runs.

19.03. (a) All runs are to be posted three (3) working days prior to the beginning of a sign-up, so that Operators may have the opportunity to study runs before signing. Specials shall state any reduction of hours and the date and duration of the reduction.

(b) All Operators will be assigned an hourly sign-up time on a seniority basis during the period beginning at 8:15 a.m. and ending at 8:15 p.m. on each

day until completed. Each Operator must sign-up during his or her allocated hour.

- (c) In the event an Operator does not sign during the specified hour, he or she may sign at any time after the specified hour during the full day in which his or her sign-up hour falls. However, the Operator may not exercise his or her seniority to displace a previously signed Operator.
- (d) In the event an Operator is unable to sign-up at his or her specified hour or during the specified day, the Operator shall submit his or her preferences, in writing, to the supervisor and the supervisor will assign the Operator to a run in order of the stated preference. If the Operator's preferences are not available, the supervisor will assign the Operator to the most appropriate run which reflects work selected in the previous sign-up if available.
- (e) If an Operator does not sign-up during his or her specified hour or day and has not provided written preferences to the supervisor, the supervisor will assign the Operator to available runs at the end of the specified sign-up day.

19.04. In the event that a full-time employee retires, resigns, is terminated or otherwise absent, their run shall be assigned to the Extra Board Operator with the earliest hire date. If the full-time Operator returns to work, they shall assume their assigned run and the Extra Board Operator shall return to their previous work.

19.05. (a) Operators of the Trent University Sunday schedule shall be paid when the waiting or layover time is thirty (30) minutes or less. When waiting or layover time is more than thirty (30) minutes no time shall be paid.

(b) All Operators shall be paid when a change of runs or a layover is thirty (30) minutes or less. When the change or layover is more than thirty (30) minutes, no time shall be paid.

19.06. When an Operator is required to work more than five (5) continuous hours in a regularly scheduled shift, a paid lunch period of thirty (30) minutes shall be provided by the Corporation except where the "headway" in any run is thirty (30) minutes, then such paid lunch period shall be thirty (30) minutes.

19.07. Permanent full-time Vehicle Service employees shall work a forty (40) hour work week, with the shift schedules to be mutually agreed between Local 1320 and the Employer. Vehicle Service Employees shall have the option of selecting by seniority, their preference as to shift assignment during a sign-up every two (2) months, on the same schedule as the Operators, it being understood that each shift requirement must be staffed.

- 19.08. A committee of the Union shall meet with the Employer to discuss schedules, hours of work and any other matters of mutual concern. This committee shall meet with the Employer prior to any schedule change to discuss a schedule of hours of work which will be mutually satisfactory to both parties. In case of disagreement, the Employer's decision shall prevail.
- 19.09. (a) **Operator**
- Any employee having left the premises of the operation, and being requested to return to work shall be guaranteed a minimum of three (3) hours pay at one and one-half (1 1/2) times their regular hourly rate.
- (b) **Vehicle Service Employees**
- Any employee called in to work before or after their regular scheduled work day or on a day off shall be guaranteed a minimum of two (2) hours' pay at one and one-half (1 1/2) times their regular hourly rate. No employee shall be laid off during their regular working schedule to equalize any overtime they may have worked.
- 19.10. Schedules shall consist of as many straight shift runs as it is practical and economical to operate.
- (a) All runs shall include scheduled off days and run times. Run times and scheduled off days do not change or rotate.
- (b) Off days shall be consecutive for full-time Operators where this is possible.
- 19.11. Operators working up to thirty (30) minutes less than eight (8) hours including reporting time, shall be paid eight (8) hours at the regular time, exclusive of a thirty (30) minute lunch period.
- 19.12. Schedules shall be drawn so that the day's work of all Operators shall end on the trip nearest the eight (8) hours, exclusive of a thirty (30) minute lunch period.
- 19.13. a) All Operators shall report for duty ten (10) minutes prior to the time they are scheduled to go on duty.
- b) When required, there shall be a ten (10) minute travel time between the terminal and the Transit garage and vice-versa.
- 19.14. A spread of eleven (11) hours shall be allowed to acquire eight (8) hours pay. Time worked in excess of eleven (11) hours will be paid at a rate of time and one-half (1 1/2). The Employer will use its best endeavours to reduce this spread wherever possible.

- 19.15. During school, college or university breaks or holidays an Operator who has signed on a special or university run cannot displace an Operator on an assigned run or Spare Board even if they have greater seniority.
- 19.16. (a) No regularly scheduled run, relief run or specialized transit service bus run shall pay less than forty (40) hours per week. Should any bus be free of assignment during a scheduled shift, the Operator may be assigned other Operator-related duties.
- (b) In the case of special runs, such guaranteed work shall not apply during school, college, or university breaks or holidays.

19.17. **Vehicle Service Person**

The night shift shall be defined as a shift consisting of eight (8) hours, the starting time of which is 4:00 p.m. or after the quitting time of the regular day shift, and is also more than four (4) hours in advance of the starting time of the day shift.

19.18. **Spare Board**

- (a) The Spare Board shall consist of a minimum of three (3) Spare Board positions. During the months of July and August, the Spare Board shall consist of a minimum of one (1) Spare Board position. Operators on the Spare Board shall choose their work by order of Spare Board position (for example, Spare Board 1 chooses first, Spare Board 2 chooses second) during the board period. All work shall be available after 3:30 p.m. Spare Board Operators must accept the runs or work as grouped together by the Employer.
- (b) Operators, when on the Spare Board, shall work Monday to Friday.
- (c) When additional Operators are added to the Spare Board due to work shortages, they shall be put on the Spare Board in order of seniority, behind the original Spare Board Operators.
- (d) Special Run Reductions: When a Special becomes less than three (3) hours in the shift, the Operator shall be a Spare Board for that day. If the shift is more than three (3) hours, work shall be added to complete their shift. The Operator shall be required to work their regular days and assigned work accordingly.
- (e) All extra work that falls within an eleven hour spread, including report times, constituting seven hours and twenty minutes or more, shall be known as a shift. This applies to Spare Board only.

- 19.19. (a) An Employee who is off on short term disability, long term disability, or WSIB shall be eligible to sign on the run sign-up provided they have submitted a physician supported return to work date. This must be provided by the time allotted for the first person to sign.
- (b) An employee who is off on short term disability, long term disability, or WSIB to be eligible to sign on the Statutory Holiday sign-up shall have submitted a physician supported return to work date. This must be provided by the time allotted for the first person to sign and their return to work date shall stipulate return to regular duties prior to the Holiday.

19.20. Electronic Surveillance/Technology

- (a) The Corporation is committed to public safety, crime prevention, and protection of city staff and assets. The Union recognizes that the City may use electronic surveillance systems in City-owned or operated vehicles, buildings or facilities to deter and detect crime and illegal behaviour.
- (b) The Employer shall not use electronic surveillance information to monitor employee performance.
- (c) Should the surveillance information be required as part of an investigation of illegal activity, such information may be submitted as evidence.
- (d) When the Corporation introduces new technology to the workplace, the Corporation will meet with the Union to explain how this technology interacts with the Union.

Article 20 - Premium Time

- 20.01. (a) Overtime will mean any work performed outside of an employee's scheduled work. Employees working in excess of eight (8) hours in a day shall be paid eight (8) hours at regular rate and time and one-half (1 1/2) for all time worked in excess of eight (8) hours exclusive of reporting time. Work performed by an employee on a spare Board, shall not be considered overtime until the employee has worked at least eight (8) hours in a day, or forty (40) hours in a week.
- (b) Overtime will be compensated at a rate of time and one-half (1 1/2) the regular rate, except on a Statutory Holiday, when the rate will be two (2) times the regular rate.
- (c) Overtime for employees on a Special will be calculated on an accumulation of forty (40) hours in any weekly pay period. The number of hours worked at ordinary rates in any one (1) week will not exceed forty-

two (42) hours. The overtime rate will apply to all hours worked in excess of this amount. All time worked in excess of the regularly scheduled daily hours for a Special will be paid at time and one-half (1 1/2).

20.02. Banked Time

- (a) Employees shall have the option of being paid for their overtime or accumulating overtime earned in a time bank at the appropriate overtime rate.
- (b) Banked time may be taken in the form of paid leave in equivalent time, at any time, 12 months of the year, at a mutually-agreed time between the supervisor and the employee.
- (c) Such banked overtime shall not exceed eighty (80) hours and may be accumulated between January 1st and December 1st of each year.
- (d) Banked overtime may be taken as paid leave in increments of four (4) to forty (40) hours.
- (e) With seven days notice, an employee may access all or any portion of the banked overtime for pay out.
- (f) Banked time may not be utilized to interfere with the vacation schedule. Employees utilizing vacation shall receive preference to time off over those using banked time.
- (g) A minimum of forty-eight (48) hours notice must be given to the supervisor when requesting the use of banked overtime.
- (h) Employees opting to use bank time for time off shall have the time in their bank prior to the time off being booked or approved.

20.03. Assignment of Overtime

- (a) Overtime which is required more than ninety (90) minutes in the future shall be assigned in accordance with the following: (Points 1 to 9 below).
- (b) Overtime which is required in ninety (90) minutes or less may be assigned by the supervisor to any employee willing to accept the assignment, at the discretion of the supervisor.
 - 1. The purpose of these regulations shall be to establish the equitable distribution of overtime for those employees who wish to work overtime and who have signed the appropriate overtime sign-up sheet.

2. All employees wishing to work overtime shall print their names on the sign-up sheet by Thursday noon, for overtime assignments during the following week. Employees shall not be allowed to add their names to the sign-up sheet after the noon hour on Thursday but may delete their names on a day-to-day basis.
3. The sign-up list of employees wishing overtime shall be placed in the hands of the supervisor. Overtime shall be offered with the first option of overtime to the employee with the least accumulation and with the balance of the employees offered overtime in ascending order of accumulation calculated on a weekly basis commencing at 12:01 a.m. Sunday.
4. Overtime shall be offered at the discretion of the supervisor, using the sign-up list.
5. When overtime is offered and accepted by the employee, such agreement shall not be altered.
6. Should the supervisor exhaust the sign-up list of employees, he shall utilize his best judgement in order to cover the requirements.
7. When a supervisor contacts an employee, he shall mark opposite the employee's name, one of the following:
 - (a) accepts assignment,
 - (b) called and no answer,
 - (c) refused work, or
 - (d) regular work would not allow assignment,
 - (e) not available.
8. When an employee returns to work from vacation, illness or leave of absence he/she may request on their first day back, their name be placed on the overtime list as they would have signed on the posted sheet, provided that the non-worked period is a minimum of five working days.
9. In the event the Supervisor makes an error in the assignment of overtime that is not corrected prior to the overtime being worked, the Employer shall offer the first affected employee a mutually agreeable opportunity to work overtime. The first affected employee shall remain at the top of the overtime sign-up list until such time as the missed opportunity has been made up.

20.04. Sunday Premium (NOTE: This Article is eliminated effective December 31, 2017)

- (a) A full-time Operator or Vehicle Service Person who works on Sunday as part of their regular shift shall be compensated at a rate of 1.25 times for each hour worked.
- (b) All overtime worked on Sundays shall be compensated for full-time employees at a rate of one and one-half (1 1/2) times of the regular rate.
- (c) The Employer will introduce fixed days and or consecutive days off for full-time Operators where this is possible upon full implementation of the increase of services recommended in the Transit Operations Review.
- (d) All shifts implemented for Sunday Service longer than eight (8) hours will be deemed a regular shift and shall be compensated for full-time Operators at a rate of 1.25 time the regular rate.

Article 21 - Exchange of Days

21.01. A full time employee wishing to change his or her day off with another full time employee in the same division may do so providing the supervisor is notified twenty-four (24) hours in advance. If a situation arises due to employees changing days off that the Employer is forced to pay time and one-half (1 1/2), the overtime shall be charged to the employee requesting the change.

Article 22 - Loss or Suspension of Drivers License

22.01. The Employer will endeavour to provide interim employment to an employee who due to temporary loss of licence is unable to continue full-time employment in their usual occupation provided such loss of licence is a first occasion. On second or subsequent occasions continuation of employment shall be at the Employer's discretion.

Article 23 - Uniforms - Full & Part Time Operators

23.01. When hired, each Operator will be issued one full uniform issue on completion of the probation period. This issue includes, 1 fleece pull over, one 3 in 1 Jacket or a Bomber Jacket, 3 Pair of Pants (shorts optional), 1 Parka (optional), 4 Shirts, 2 Ties (optional), 1 Sweater or Vest, and a Ballcap or Toque (optional).

23.02. Each full-time Operator will be given 40 points over two (2) years and each part-time Operator shall be given 12 points per year, to order uniform items. One member of management and one member of the Union shall review uniform items annually.

Uniform Point Values	
Item	Points
Blazer	10
3 in 1 Jacket	8
Parka	6
Bomber Jacket	6
Bomber Shell	5
Pants	3
Shorts	2
Sweater/Vest	3
Shirt	2
Ballcap/Toque	1
Tie	0.5

- 23.03. Employees will be responsible for the cleaning and maintenance of issued garments. Employees will respect clothing issue which may be identified as City of Peterborough issue and it is understood and agreed such clothing will not be worn at times or in a manner which will discredit the Employer subject to disciplinary action.
- 23.04. The clothing issue is for the sole use of the employee to whom it is issued and may not be sold exchanged or given by the employee to any other person. Due to security concerns, discontinued or discarded uniforms shall be returned to the Employer.
- 23.05. Complement of clothing issue is not to be reduced; however, style, material or colour may be subject to change.
- 23.06. Employees shall abide by the existing Dress Code. A copy of the Dress Code shall be made available to each employee. The Dress Code may be revised and updated as necessary and the Union shall be advised of any and all changes. Notwithstanding the Employer's dress code, the choice of whether to wear a necktie will belong to the employee. In the event the employee chooses not to wear a necktie, only the collar button on the shirt shall be undone.
- 23.07. Safety shoes as required by the Employer, are the sole responsibility of each Operator.

Article 24 - Licence

When requested by the Employer, the Employer shall reimburse each Operator for the cost of any bus licence or try-out required by law.

Article 25 - Clothing Issue - Vehicle Service Employees

- 25.01. The employee will be responsible for the cleaning and maintenance of issued garments.

- 25.02. Permanent employees will be issued the following clothing: three (3) T-shirts, two (2) pairs of uniform trousers, three (3) uniform shirts, one (1) medium weight wind breaker, and one (1) winter parka. Coveralls as required. Replacement will be on an as required basis.
- 25.03. In addition, an annual allowance of up to two-hundred dollars (\$200.00) will be paid to each permanent employee upon submission of a legible receipt, to assist in the purchase of appropriate C.S.A. approved safety footwear. C.S.A. approved footwear must be worn at all times by all staff during working hours.
- 25.04. Employees will respect clothing issue which may be identified as City of Peterborough issue and it is understood and agreed such clothing will not be worn at times or in a manner which will discredit the Employer, subject to disciplinary action.

Article 26 - Extra Vehicle Service Personnel

- 26.01. Extra Vehicle Service Personnel shall be paid at 80% of the permanent Vehicle Service Person wage.
- 26.02. When a vacancy is established in the full time complement, Extra Vehicle Service Personnel shall receive consideration in accordance with Article 6.02.
- 26.03. Extra Vehicle Service Personnel shall be covered by the Employment Standards Act with regard to all hours of work, vacation pay and paid (statutory) holidays.
- 26.04. Entitlements

Extra Vehicle Service Personnel shall be entitled to the following provisions of this Collective Agreement:

- Article 1 - Union Recognition
- Article 2 - Management Rights
- Article 3 - Joint Rights and Responsibilities
- Article 4 - Union Security
- Article 5 - Check Off of Dues
- Article 6 – New Positions
- Article 7 – Probation
- Article 9 – General Conditions (excluding 9.01)
- Article 10 – Grievance Procedure
- Article 13.05 – Certificate of Wellness
- Article 15 – Transportation
- Article 19.09 (b) – Run Sign Up
- Article 23 – Uniforms
- Article 24 – Licence
- Article 29 – No Strike or Lock-Out
- Article 30 – Picket Lines

Article 32 – Health and Safety

- 26.05. Enrolment in the Employers health benefit programs (Article 16.01) shall be offered to Extra Vehicle Service Personnel. Premium for the Health Care Benefit (drugs) are shared 50/50 (Employer/Employee). All other benefits, including vision, paramedical, dental, semi-private and deluxe travel, are 100% Employee paid. The Employee must either choose to take all benefits, or just the drug benefit, or none at all. Such participation, once started may not be discontinued.
- 26.06. Extra Vehicle Service Personnel shall be laid off and recalled in the order of hire time and date.

Article 27 - Extra Board Operators

- 27.01. Extra Board Operators shall be paid at a rate of 80% of the permanent Operators' wage. There will be a maximum of twenty (20) Extra Board Operators.
- 27.02. Although Extra Board Operators may work full-time hours, there shall be no guarantee of hours. All Extra Board Operators shall work the hours assigned by the Employer. Extra Board Operators must accept eight hours each day, if and when such work is available.
- (a) Extra Board Operators shall be assigned a minimum of one (1) day off a week.
 - (b) Extra Board Operators shall be assigned work in order of hire date. All work shall be available by 3:30 p.m. Extra Board Operators shall accept the runs or work as grouped together by the Employer.
 - (c) Extra Board Operators shall receive a rate of time and one-half (1 1/2) after forty-four (44) hours of work, on their assigned day off, or on Holidays.
- 27.03. Enrolment in the Employers health benefit programs (Article 16.01) shall be offered to Extra Board Operators. Premium for the Health Care Benefit (drugs) are shared 50/50 (Employer/Employee). All other benefits, including vision, paramedical, dental, semi-private and deluxe travel, are 100% Employee paid. The Employee must either choose to take all benefits, or just the drug benefit, or none at all. Such participation, once started may not be discontinued.
- 27.04. If an Extra Board Operator is signed on a posted run in one of the six annual sign-up periods, that Extra Board Operator shall be paid at the same rate as a permanent Operator. When an Extra Board Operator is signed on a posted run in one of the six annual signup periods, being paid permanent Operator wages, and premium time as per Article 20.01, the Employer may replace that Extra Board Operator up the agreed maximum.

- 27.05. Extra Board Operators shall be covered by the Employment Standards Act for overtime, vacation and statutory holidays. For vacation pay, Extra Board Operators shall have the option of weekly pay-out, annual pay-out, or pay-out prior to vacation.
- 27.06. Extra Board Operators shall receive the same uniform entitlement as full-time Operators.
- 27.07. Extra Board Operators shall be covered by all provisions of the Collective Agreement except as clarified in this article or as excluded from provisions listed below:

- Article 8 – Seniority
- Article 9.01 – Reduction of Hours
- Article 11 – Layoff and Recall
- Article 13.01, 13.02, 13.03 ii), 13.04: Short Term Disability; Sick Leave Entitlement; Appointments, Long Term Disability
- Article 14 – Full-time Vacation
- Article 16 – Health Benefits
- Article 17 – Workplace Insurance Salary Continuance
- Article 18.04 – Floater Holidays
- Article 20.01 – Premium Time
- Article 20.04 – Sunday Premium
- Article 21 – Exchange of Days
- Article 22 – Loss or Suspension of Drivers Licence

- 27.08. On a weekly basis the Employer shall calculate the total hours for each Extra Board Operator. The Employer shall provide a complete and detailed description of these hours worked including the Operator's name and in order of hire date to the Union.

Article 28 - Casual Employment (Retirees)

- 28.01. A full-time employee who wishes to be considered for casual employment following early retirement to an OMERS pension, to age sixty-five, shall submit an application to the Employer prior to retiring. The Employer shall advise the employee whether he or she will be offered casual employment. The decision to hire remains the exclusive right of the Employer and shall not be subject to the grievance provisions (Article 10).

Casual employees shall be paid 80% of the permanent Operator wage.

Article 29 - No Strike or Lockout

- 29.01. There shall be no strikes or lockouts during the life of this Agreement. The words strike or lockout shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act.

Article 30 - Picket Lines

30.01. No member of this ATU Local 1320 shall be required to perform the work of a legally striking or locked out Union, nor shall a member of ATU Local 1320 be required to cross a legal picket line.

Article 31 - Sale of Business

31.01. In the event the City sells, leases, transfers or amalgamates its business, the person to whom the business has been moved shall become the Successor Employer. The Successor Employer shall be bound by the terms of this Collective Agreement. Further, the employees of the transit services shall continue to enjoy their full seniority in this new arrangement. The City agrees to give the Union notice in writing sixty (60) days prior to the transfer of the business.

Article 32 - Health and Safety

32.01. All employees shall comply with relevant requirements of the Ontario Occupational Health and Safety Act.

32.02. Final responsibility for the safety of the passengers and the vehicle rests with the Operator. Operators will not endanger the safety of passengers or the vehicle and are not expected to follow orders that violate the law.

Article 33 - Duration of the Agreement

33.01. This Collective Agreement shall remain in effect from July 1, 2017 to June 30, 2023. Either party to this Agreement may, within 90 days of termination of this Agreement, present to the other party in writing proposed terms of a new or further Agreement and/or amendments to this Agreement, and a conference shall be held within thirty (30) days, at which time the parties will commence negotiations on the proposed amendments and/or the terms of the new agreement (Section 45 (1) of the Ontario Labour Relations Act.)

33.02. Communication

- (a) In order to maintain ongoing communications between the parties, it is agreed that any Article in this Agreement may be changed or amended during the term of this Agreement with the exception of Wages or Duration of the Agreement.
- (b) Proposals from the Union Executive shall be presented to the Manager, Transit Operations and the Human Resources Division for discussion.

- (c) Proposals from the Manager, Transit Operations and the Human Resources Division shall be presented to the Union Executive for discussion.
- (d) If both parties mutually agree to such proposals or amendments, either party shall reduce the same to a Letter of Intent with the appropriate cancellation privileges for a trial period. Should the amendment prove satisfactory to both parties, the same shall be introduced into the following years' Collective Agreement.

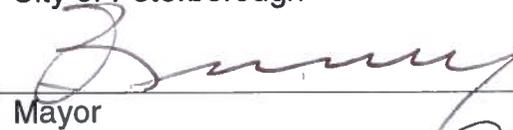
IN WITNESS WHEREOF, the Employer and the Union have caused this instrument to be executed by their proper respective officers hereunto the day and year shown below.

Signed this 20 day of December 2017.



Severally Witnessed

The Corporation of the
City of Peterborough



Mayor



Clerk

The Amalgamated Transit Union
and its Local 1320



President



Secretary

ATU Rate Schedule							
July 2017 - June 2023							
Position	Jul 1/17 - Dec 30/17	Dec 31/17 - Jun 30/18	Jul 1/18 - Jun 30/19	Jul 1/19 - Jun 30/20	Jul 1/20 - Jun 30/21	Jul 1/21 - Jun 20/22	Jul 1/22 - Jun 30/23
Permanent Operator (includes Spare Board)	\$27.73	\$28.20	\$28.69	\$29.25	\$29.82	\$30.40	\$31.01
Extra Board Operators Extra Vehicle Service Personnel Casual Employees (80% of Permanent)	\$22.18	\$22.56	\$22.95	\$23.40	\$23.86	\$24.32	\$24.81
Vehicle Service Person	\$27.73	\$28.20	\$28.69	\$29.25	\$29.82	\$30.40	\$31.01
Equipment Maintenance Technician	\$28.13	\$28.60	\$29.10	\$29.67	\$30.24	\$30.83	\$31.44
Training Rate (70% of Permanent Operator Rate)	\$19.41	\$19.74	\$20.09	\$20.48	\$20.88	\$21.28	\$21.71

The Training Rate is paid to all new hires until they are deemed to have successfully completed their training and are approved to operate both conventional transit and specialized transit.

Memorandum of Understanding

When formal notice is received that Transit will operate on Paid Holidays (with the exception of the current practice with the Trent Service), the parties agree to meet to discuss and modify (if necessary) or confirm the implementation of the following procedure.

Selection of Employees to Work on a Paid Holiday

- a) The Employer shall determine the number of employees required to work on a paid holiday to meet the service that the Employer decides to offer. All work will be chosen in a special sign-up for that day.
- b) Employees shall be asked to work in the following order:
 1. Employees who would normally work on that day, if it were not a paid holiday;
 2. The most senior employee who meets the above criteria shall be asked first if they would like to work and it shall continue down the seniority list until the required quota is met;
 3. If, after the preceding, the required quota has not been met employees who would normally be off on that day, if it were not a paid holiday, shall be asked by seniority;
 4. If the quota is still not met, the Extra Board Operators shall be required to work;
 5. If the quota still has not been met, employees who would normally work on that day if it were not a paid holiday, shall be required to fill the balance of the required quota on the basis of least seniority.
- c) The Employer recognizes it is in the best interest of all concerned to finalize who shall be working on paid holidays as early as possible and shall conclude this selection at least seven (7) days prior to the paid holiday, but not more than twenty-one (21) days prior to the paid holiday.
- d) Once a selection has been finalized and an employee has made a selection to work on a paid holiday, he cannot decide not to work at a later date, cannot be bumped off his selection, and cannot change the shift originally selected and signed.

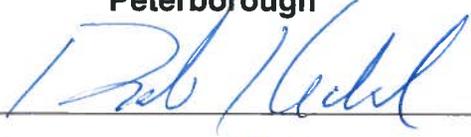
Resigned this 20 day of December 2017, at the City of Peterborough.

For the ATU – Local 1320

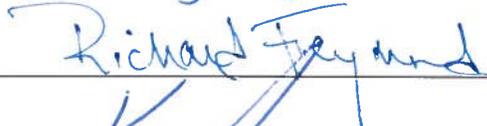




For the Corporation of the City of
Peterborough











Originally signed May 23, 2013

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