

Memorandum of Settlement
2020-23 Collective Bargaining

Between
The Corporation of The City of Cambridge

and
CUPE Local 1882

November 26, 2020

The following outlines the settlement dated November 26, 2020. The parties therefore agree to the following changes and enhancements:

Term

4-year term

January 1, 2020 to December 31, 2023

Wages

Annual General Wage Adjustment with retroactivity for wages only (all other changes effective upon ratification):

- Jan. 1, 2020 1.5% (effective and retroactive across all job classifications)
- Jan. 1, 2021 1.5% (across all job classifications)
- Jan. 1, 2022 1.5% (across all job classifications)
- Jan. 1, 2023 1.5% (across all job classifications)

“Red Circled” employees shall receive an annual lump sum payment, equal to half of the negotiated COLA (0.75%), on the first pay in December of each year of the maximum level of the grade of their position until the end of the Collective Agreement (December 31, 2023). Subject to OMERS regulations, it is agreed that this lump sum shall be pensionable.

Job Evaluation Terms of Reference

The Joint Job Evaluation Terms of Reference will be removed from the Collective Agreement for printing purposes only. The full documents will be available on the Employer’s Intranet.

3.04 Employee Definitions:

a) Probationary Employees

A probationary employee is one who has not completed three (3) months of continuous service, but who will be appointed to the permanent staff upon the successful completion of three (3) months of continuous service. Such time period may be extended by the prior mutual agreement of the parties in writing.

b) Permanent Employees

A permanent employee is one who has satisfactorily completed their probationary period of employment or who has completed more than six (6) continuous months of service as a temporary employee or as extended under c) iii) below.

c) Temporary Employees

- i) A temporary employee is one who has been hired to work the regular number of hours in the department for a specified time period of six (6) months or less or as replacements for employees who are absent due to illness, injury or leaves of absence under this agreement.
- ii) Any employee retained for a period of more than six (6) continuous months, or as extended by c) iii) ~~or iv)~~ below, shall automatically be posted to the permanent staff and shall commence acquiring seniority. Temporary employees will have recourse to the grievance or arbitration procedures except when their temporary employment is terminated for any reason.
- iii) In the event that a temporary employee is replacing an employee due to **maternity/parental leave**, illness, injury or leave of absence, the six (6) month term may be extended ~~to up to ten (10) months,~~ **to the maximum period that the employee is permitted to be off work in accordance with applicable legislation**, upon notification to the Union by the Employer together with the reasons and the specific time period for the extension. **If a temporary employee is extended, for any reason, past twelve (12) continuous months; Article 3.04 e) will apply.**
- ~~iv) In the event that a temporary employee is replacing an employee due to pregnancy/parental leave, the six (6) month term may be extended up to the maximum period that the employee is permitted to be off work in accordance with applicable legislation. The Employer will provide the Union with notification of the requested time frame.~~

d) Part-time Employees

A part-time employee is defined as a **permanent employee** ~~person hired~~ **working** on a continuous basis for less than 35 hours per week and does not include students and others hired as recreational staff, aquatics instructors, traffic counters or crossing guards.

e) Long Term Temps

Where there is agreement between the Employer and the Union regarding temporary employees being placed in temporary assignments for pre-determined periods longer than the provisions under Article 3.04 of the collective agreement, **or as per 3.04 c) iii)** the parties mutually agree the following conditions shall apply:

- i. The term of the temporary assignment will be identified by the Employer and mutually agreed to by the parties.
- ii. While in this temporary assignment, the Employee will receive the start rate of the Grade in which the position they are being placed in falls and will be entitled to progression in accordance with Schedule A of the collective agreement, should the assignment be longer than twelve (12) continuous months.
- iii. While in the temporary assignment, the Employee will receive all benefits granted to permanent employees under the collective agreement, except those specifically excluded by this agreement.
- iv. The Employee will be excluded for the Long Term Disability, Accidental Death & Dismemberment and Life Insurance coverages provided by the Employer under the collective agreement until such time the Employer's carrier is able to provide monthly coverage.
- v. Employees shall be entitled to enroll in the OMERS pension plan in accordance with OMERS rules and regulations.
- vi. Employees shall accrue seniority, as outlined in the collective agreement, for posting purposes only. However, the Employees covered under this Agreement will not be allowed to apply their seniority rights to the provisions of Article 15 and shall have no rights to layoff and/or recall provisions.
- vii. Employees shall receive the applicable rate of vacation pay ~~at the end of each vacation year~~ **when they take the time off. however can request time off without pay throughout the vacation year. Such request is to be made to their Supervisor.**
- viii. Should an employee be employed in a permanent position immediately following a long term temporary assignment without a break in between, the employee shall receive credit for seniority earned in that temporary assignment, and the employee's start date in such temporary assignment shall be used as the vacation date to determine vacation entitlement.
- ix. Upon termination of the Employee at the end of the temporary assignment, seniority is not maintained and all rights under the collective agreement or this agreement cease. The Employee shall have no rights to challenge the termination of their work assignment through the grievance procedure.

f) Temporary, probationary and part-time employees shall be paid in accordance with Schedule "A" of the collective agreement, and they shall not be subject to the benefits of this agreement except as otherwise expressly provided in this agreement or required by law.

g) As of the date of hiring, all part-time and temporary employees are properly included as members of the bargaining unit.

h) This article constitutes the entire definition of employees between the parties.

ARTICLE 9 – COMMITTEES

9.01 The Employer will recognize the following Committees of employees for the respective purposes shown. **All Union representatives will be appointed or elected by the Union to the following committees (a) through (e).**

- a) the Bargaining Committee consisting of not more than ~~five (5)~~ **six (6)** employees for the purpose of negotiating this Agreement and its renewal. The Union will endeavour to have at least three Divisions represented. **No additional employees shall be permitted for any reason.**
- b) the Employee Relations Committee consisting of not more than four (4) employees and not more than four (4) representatives of the Employer for the purpose of reviewing all new positions which are to be filled, in order to determine whether such positions fall within the bargaining unit, to review existing bargaining unit positions as may be required from time to time, and for the purpose of improving communications between the Parties and discussing matters of mutual concern.
- c) the Joint Health and Safety Committee consisting of an equal number of representatives from the Union and from Management and shall meet in accordance with the Occupational Health and Safety Act.
- d) the Grievance Committee consisting of not more than four (4) employees from the Local Union.
- e) the Committees and the membership as defined in the Joint Job Evaluation Plan.

9.04 In the event either party wishes to call a meeting of any Committee listed in Article 9.01, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be ~~held~~ **scheduled** not later than six (6) calendar days after the request has been given.

9.05 The Employer shall make available to the Union, upon request, any information required by the Union such as job descriptions **and job analysis questionnaires**, positions in the bargaining unit, job classifications, wage rates, information

concerning pension and benefit plans and all other necessary information or documents required for collective bargaining purposes, which are in the possession of the Employer. Further, the Union will make available to the Employer similar information in their possession for collective bargaining purposes.

Article 10.02

Copies of all motions, resolutions and By-laws or rules and regulations adopted by the Employer as they affect this Agreement are to ~~(1) be forwarded to the Union, and (2) be posted on all bulletin boards.~~

Article 11 - GRIEVANCE PROCEDURE

11.01 Step 2

The City Manager or designate shall give a decision on behalf of the Committee within five (5) working days of the meeting. In the event that the City Manager or designate is unable to satisfactorily adjust the grievance and after a delay of ~~fourteen (14) clear~~ **five (5)** working days, resort may be had to arbitration as provided under Article 12 of this Collective Agreement. In the event that a mutually agreed solution is arrived at by both parties at any one of the above steps in the grievance procedure such agreement and the provisions therein shall be forwarded to the Director of Human Resources Services or designate for the necessary adjustment and resolution.

11.02 If final settlement of the grievance is not reached at Step 2 above, it may be referred to arbitration by either party as provided in Article 12 or in accordance with the Labour Relations Act. If arbitration is not filed by either party within twenty (20) working days of the expiry of the ~~fourteen (14)~~ **five (5) working** day waiting period following Step 2, the grievance shall be deemed abandoned, notwithstanding of the Labour Relations Act.

Article 11.05 Housekeeping

11.05 The Employer representation on grievances shall consist of such persons as are appointed by the Employer from time to time.

Article 13.01 Seniority

13.01 Present employees shall retain their seniority status with the Employer and within the bargaining unit, and thereafter seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a bargaining-unit-wide basis.

Should an employee be employed in a permanent position immediately following a temporary assignment without a break in between, the employee shall receive credit for seniority earned in that temporary assignment, and the employee's start date in such temporary assignment shall be used as their seniority date to determine vacation entitlement.

Article 14.05 - Promotions and Staff Changes

14.05a) Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the necessary qualifications, knowledge, education, skills and seniority. Appointments from within the bargaining unit shall be made within ~~three (3)~~ **four (4) weeks of the posting closing date.**

Positions may be advertised externally at the same time as posted internally, provided that applications from current bargaining unit members with seniority are fully processed prior to other applicants being considered. The Employer reserves the right not to fill any position vacated.

Article 15 – Layoffs and Recalls

15.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority provided those employees retained are able to perform the required work. Employees shall be recalled in the order of their seniority, providing they are able to perform the required work.

15.01 a)

An employee subject to permanent layoff, as defined by the Employment Standards Act, shall be permitted to bump into the position of any employee who has lesser bargaining unit seniority of the same or lower classification and who is the least senior employee in the position, the laid off employee is seeking to bump into.

The bumping employee must already possess the necessary skills, qualifications, abilities and competence to perform the work available without training other than a familiarization period of no longer than fifteen (15) working days.

The employee will be provided with a current seniority list and any requested job descriptions/JAQs/information and assistance from Human Resources, so that they can make appropriate bump choices, not to exceed five (5) choices.

Appropriate bump choices shall be defined as positions for which the employee's resume demonstrates the required education, experience, and skills required for the selected bump choices. The employee shall notify the employer with a list of

all of their choices on the bump form and submitting a current resume and any other relevant information with their choices within ten (10) working days. Employees shall emphasize any education, experience and skills they have which relate to the duties and requirements of their bump choices. The employee may have union representation throughout the bumping process.

The Employer will consider the employee's bump choices, in the order of preference, and will determine whether or not the choices are successful, within ten (10) working days of receiving the bump form.

Once the Employer determines the successful bump choices, the employee will assume the first successful choice from their list.

The employee will be on trial period for up to forty (40) working days in the new position. The supervisor will provide feedback and evaluation to the employee during the forty (40) day period to determine a successful placement.

The Employee will be paid at the rate of pay of the new position.

If the employee does not work out satisfactorily in the position assumed within the trial period of up to forty (40) working days, then the employee must assume the layoff and is not eligible to bump again.

Article 17 - Overtime

- 17.07 a) **(Work from home)** An employee who is placed on standby in accordance with Article 22.08, and required to work by an authorized representative of the Employer outside their regular working hours shall be paid for time worked at the applicable overtime rate.
- b) **(Work at the work site)** An employee who is placed on standby in accordance with Article 22.08, and called in **(out of their home)** and required to work by an authorized representative of the Employer outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates.

Article 19 - Vacations

19.01

~~* **Vacation request – supervisor or designate has a 5-day time frame to approve the vacation request.**~~

Remove from 19.01 and add language in 19.04

Article 19.02 Vacations

19.02 Vacation pay will be calculated at the appropriate percentage of gross pay during the period of July 1 to June 30 or two weeks' pay at current pay, whichever is greater. Percentages shall relate to vacation entitlement, i.e.: 2, 3, 4, and 5 weeks or 4%, 6%, 8%, and 10% as applicable. In respect to additional days of vacation entitlement as a result of the "step-up" system, employees who qualify for such days will receive vacation pay on the basis of point four (0.4) of one percent (1%) for each day of entitlement. All regular part-time employees ~~have the option of receiving vacation pay on each pay~~, **will receive paid vacation time off**. New temporary employees will receive vacation pay on each pay.

19.04 **Vacation shall be granted according to seniority** and schedules shall be posted in each ~~Department~~ **Division**, by May 1st of each year, **for the following vacation year**, and shall not be changed unless mutually agreed to by the employee and Employer. **Any requests submitted after May 1st will be considered on a first come first serve basis and are to be processed within five (5) working days.**

~~Employees will be notified of outstanding vacation entitlements by February 15th. Employees must then submit their vacation request to their Supervisor for the any outstanding entitlement by March 15th of the current vacation year. Supervisors will post a final list of scheduled vacations by April 15th, in accordance with this Article.~~ **These requests are to be processed within five (5) working days.**

~~Employees shall be granted their holiday according to their seniority. If the date of an employee's holiday does not suit them, then they may be allowed to exchange dates with any other employee who is willing to do so with the consent of the Supervisor.~~

An employee who is entitled to more than two (2) weeks' vacation and wishes to take them at one time, must make prior arrangements with their supervisor in advance of taking their vacation.

Employees with three (3) weeks' vacation entitlement or more may, with the permission of their supervisor, carry over up to one (1) week of unused vacation from one year to the next.

Article 20 – Sick Leave Provisions

20.05 The Employer has the right to require any employee who is off on sick leave for more than four (4) consecutive days to have a non-occupational work limitation form completed by ~~their~~ **the employees'** qualified medical practitioner and forwarded to the Human Resources Division.

The remainder of Article 20.05 is unchanged.

Article 21 – Leave of Absence

21.03 Paid Leave:

1. A maximum of five (5) consecutive working days leave of absence without loss of pay in case of the death of the employee's parent, current **partner**, spouse, same-sex partner, common-law spouse, brother, sister, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents, step-parents, step-children and grandchildren.

2. Three (3) days with pay to attend the funeral, **celebration of life, etc.** of their sister-in-law, or brother-in-law, **or grandparents of partner.**

If any of these days fall on a day on which the employee would be required to work, they shall be paid for same.

If the employee has reported to work, and then leaves due to notification of a death, that day is not counted as part of the bereavement leave. That day will be a paid day.

The first day the employee has not reported to work and advised that they are on bereavement leave, is when bereavement leave will begin.

Employees may save ~~one~~ **up to three (3) days** of bereavement for the purpose of attending a memorial service **or family gathering** at a future date, **of no later than twelve (12) months from date of death.**

If an employee is on vacation at the time of a death occurring, vacation entitlement will be re-instated, at the employee's request, based on the above criteria.

Article 22 – Payment of Wages and Allowances

Article 22.02d - Payment of Wages

22.02d An external successful applicant may be started at any level (start, 12 month, 24 month) of the applicable salary grade as may be necessary to attract the individual **into** ~~to~~ accepting a job offer.

Article 22.06 Payment of Wages

22.06 ~~Employees may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of their annual vacation, any cheque which may fall due during the period of their vacation.~~

Note - Renumber the remaining articles.

22.08 Employees required to be on standby will receive a flat rate of ~~\$175.00~~ **\$195** per week Monday through Sunday for standby. This payment is in addition to payments

required for being called in during their period of standby. Should an employee be required to be on standby for less than a full week at a time, then their entitlement to standby pay would be in accordance with the actual number of days they were required to be on standby. For example, should an employee be required to be on standby for four days only, they would receive ~~\$175.00~~ **\$195** divided by 7 multiplied by 4 = ~~\$100.00~~ **\$111.43**. Employees on standby must be available to report to work when called. Employees will be supplied with a Pager or Cell Phone (or equivalent) and must respond either to the page signal or a telephone call. Failure to respond will result in a loss of standby pay and could result in disciplinary action. In addition to the aforementioned standby pay, where an employee on standby is called out to work by an authorized representative of the employer, the employee shall receive remuneration in accordance with Article 17.07 **(a) or (b)**.

- 22.09a The Employer shall pay, in advance, the full cost of any course of instruction required by the Employer for ~~an~~ employees to better qualify ~~them-self~~ **themselves** to perform his/her job.

Article 24 NEW

24.04 The Joint CUPE 1882 / City of Cambridge Job Evaluation Pay Equity Plan and Terms of Reference will be posted to the Human Resources corporate intranet page

Article 25.05 Employee Benefits

All of the benefits described in this collective agreement shall be as more particularly described and set forth in the respective benefit plans and insurance policies which shall be available for inspection by the Union upon request. The employer shall supply the Union with amendments to the respective benefit plans and insurance policies as they occur.

The Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not less than the existing plans. **The Employer will provide this information to the Union at least sixty (60) days in advance of the change becoming effective.**

Article 25 – Benefits

25.01 Vision - Glasses	\$550/24 months Effective January 1, 2021; \$600/24 months effective January 1, 2022; \$650/24 months effective January 1, 2023
25.01 Chiropractor	Chiropractor \$50 per visit to a max 20 visits per year
25.01 Massage	Massage therapy \$60 per visit to a max 20 visits per year
25.01 Orthotics	Orthotics \$1000 per year for dependents under the age of 18
25.01 Counselling	Mental Health: Annual spending account of \$1,000 (no limit per visit) for Clinical Psychologist, social worker, psychotherapist, and family therapist. (Replaces the \$25 first visit and \$10 per visit)
25.02 Dental	Dental benefits maximum amount payable for all covered dental services up to \$4,000 per person per calendar year
25.02 Dental	Dental implants to be included under “major restorative dental”
	Speech Pathology coverage of \$500 per person per year
25.01 Sec. 7	

Article 25.06

- a) Part-time employees will not be eligible for the following benefits:
Extended Health Care, LTD, Dental, AD & D, Life Insurance, OMERS
(Unless eligible under OMERS regulations).

The following Articles shall not be applicable to part-time employees until after the completion of four (4) continuous months of employment.

Article 13.00 Seniority

Article 18.01 Floating Holidays

Article 19.01 Vacation entitlement, ~~but shall receive vacation pay in lieu~~

Article 20.02 Sick Leave Accumulation

Article 25.01 OHIP only

- b) In addition, part-time employees whose regular hours of work exceed twenty-four (24) hours per week shall, after four (4) continuous months of employment, be eligible for extended health care, dental benefits, LTD, AD&D and Life Insurance, as outlined in Article 25.

Clarification:

Regular hours is defined as an established pattern of working hours over a period of one (1) calendar year, excluding where hours are extended for specific reasons such as pregnancy/parental/adoption leave.

NEW

25.08 Eligible employees may join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.) once they qualify under applicable guidelines. The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan.

Remove existing language in 27.01 and replace with language from 26.02.

Article 26 – Technological and Other Changes

26.02 ~~While reserving its right to determine the methods by which Municipal Services are to be provided, the Employer agrees that no regular employee with three (3) or more years of seniority shall be laid off as a direct result of contracting out present work or services of a kind presently performed by its employees.~~

26.03 No additional employees shall be hired by the Employer until the employee already working shall be notified of the proposed technological changes and allowed a training period, not to exceed ~~thirty (30)~~ **forty (40)** working days, to acquire the necessary knowledge or skill for retaining their employment. Training period may be extended by mutual agreement.

Article 27 – Job Security

27.01 ~~The Employer shall not hire or retain in employment, any persons for full or part time work within the bargaining unit, if such persons are employed in full time work with another Employer.~~

While reserving its right to determine the methods by which Municipal Services are to be provided, the Employer agrees that no regular employee with three (3) or more years of seniority shall be laid off as a direct result of contracting out present work or services of a kind presently performed by its employees.

Letters of Understanding

- 1. Appendix A – By-law – Renew**
- 2. Job Creation/Employment Development Programs – Renew**
- 3. Mergers – Renew**
- 4. Wearing of Shorts – Renew**
- 5. Performance Appraisal – Remove**
- 6. Mental Health Program – Remove**
- 7. Reports – Remove**
- 8. Flex Time LOU – Renew**
- 9. Job Share – Renew**
- 10. Alternate Work – Remove**
- 11. JE LOU – include in Terms of Reference as an appendix and remove from C/A**
- 12. Telework – Renew**
- 13. Employee Development – Remove**
- 14. Programmers/Aging At Home – Renew with edits (below)**
- 15. Emergency Plan – Renew with edits (below)**
- 16. Clothing allowance for Adult Day Program staff – Renew with edits (below)**
- 17. Adult Day and Friendly Visiting Program Staff – NEW (below)**
- 18. Extended Hours of Work – Service Cambridge**

Letter of Understanding

- between -

Between The Corporation of The City of Cambridge (the Employer)

- and -

Canadian Union Public Employees, Local 1882

(the Union)

Programmers – Aging at Home

The parties agree that this agreement provides for the normal days of work for the Programmer (one) and Program Assistant (two) positions (Aging at Home Day Services) in the Community Services Department:

1. The above new positions are permanent part-time positions, and will work twenty-eight (28) hours per week, consisting of four (4) seven (7) hour days. The normal hours of work are 8:30 a.m. to 4:30 p.m.
2. Normal days of work (four (4) days per week) shall be as scheduled between Tuesday and Saturday inclusive.
3. The employees shall receive two (2) consecutive days off each week, being Sunday and Monday.
4. The normal working days set out in the Letter of Understanding have been established in order to deliver the program requirements under available funding. The parties shall review the normal days after six (6) months, including employee needs, operational requirements, service delivery, and funding requirements. However, the parties further agree that any adjustments made as a result of this review will not jeopardize service delivery or funding availability.
5. The terms in this letter shall be specific to the above three (3) positions.
6. All other collective agreement provisions shall apply.
7. The agreement is without prejudice or precedence.
8. Any changes to scheduled hours of work will be provided to the employees affected in writing with at least two (2) weeks advance notice. The shift change must be for a minimum of six (6) weeks.
9. A premium of one dollar and thirty cents (\$1.30) per hour effective ratification of this agreement and one dollar and fifty cents (\$1.50) effective January 1st, 2014 will be paid **(in accordance with the Collective Agreement)**, for all hours worked in any regularly scheduled shifts that begin prior to 7:00 a.m. or end after 6:00 p.m. Monday to Friday, and all regularly scheduled hours worked on weekends. This applies to shifts scheduled by the Employer, and not flex-time arrangements.

LETTER OF UNDERSTANDING

- between -

THE CORPORATION OF THE CITY OF CAMBRIDGE

(the Employer)

- and -

CANADIAN UNION PUBLIC EMPLOYEES, LOCAL 1882

(the Union)

Re. Clothing allowance for Adult Day Program staff

Further to the provision of the Collective Agreement the parties agree to the following issue of clothing otherwise not provided in the collective agreement to the Employees in the Adult Day Program.

1. The Employer will reimburse Employees working in the Adult Day Program an annual maximum of \$200 towards the purchase of footwear on an as needed basis; subject to the approval of the Supervisor. The footwear shall be a leather or water resistant synthetic work shoe, with a closed-toe, closed-back, full upper and an approved slip-resistant sole for the Adult Day Program Cooks and Food Service Assistants; and, be a leather or water resistant synthetic work shoe, with a closed-toe, closed-back, full upper and an approved slip-resistant sole easy to clean for the Adult Day Program staff who are working directly with clients.
2. The Employer shall issue a total of up to five (5) short sleeve cotton/natural fiber blend shirts, for the Adult Day Program Cooks and Food Service assistants based on the frequency and number of days they work each week (as an example: 1 shift per week = 1 shirt; 5 shifts per week = 5 shirts)
3. All other conditions of the Collective Agreement shall apply.
4. CUPE 1882 Casual Employees are excluded from this letter.
5. This agreement is without prejudice or precedence.

Original date of agreement October 16, 2018.

LETTER OF UNDERSTANDING

- between -

THE CORPORATION OF THE CITY OF CAMBRIDGE

(the Employer)

- and -

CANADIAN UNION PUBLIC EMPLOYEES, LOCAL 1882

(the Union)

Re. Emergency Plan

The Employer and the Union are of mutual understanding with respect to the following:

In the event of an **EOC activation or declared emergency** by the Community Control Group under the City of Cambridge's Emergency Plan, or by another Group, Person, Agency, or Level of Government with the authority to declare an emergency:

- 1. The Union will be notified as soon as possible of the when there is a declaration of emergency or EOC activation, when the automated first call goes out.**
- 2. ~~When required~~ As appropriate, the parties shall meet immediately and without delay.**
3. The parties shall review, discuss and where both parties mutually agree to, make temporary changes required to current collective agreement language between the parties, that enable the employer and its' employees to respond to the emergency in a manner which is in the best interests of the community, the organization, and the employees.
4. Changes mutually agreed to shall be implemented in a manner which best allows for a timely response to the **EOC activation or declared emergency**.
- 5. The City of Cambridge may adjust normal standard business hours and alter regular hours of work on a temporary basis, in the event of an emergency.**
- 6. It may be necessary to redeploy staff outside of their normal work group or work location. This may entail crossing from or to the non-union group.**

Letter of Understanding

- between -

Between The Corporation of The City of Cambridge (the Employer)

- and -

Canadian Union Public Employees, Local 1882 (the Union)

Re. Adult Day and Friendly Visiting Program Staff

The parties agree that this agreement provides for the normal days and hours of work for all permanent full time and part time Adult Day and Friendly Visiting Program staff in the Community Development Department, hired after January 1st 2021.

1. All permanent full time and part-time Adult Day Program and Friendly Visiting Program staff may be scheduled to work up to seven (7) hours per day (exclusive of a one (1) hour lunch break) anytime between 8:00 AM and 9:00 PM Monday to Sunday.
2. The normal working days set out in this Letter of Understanding have been established in order to deliver the program requirements under available funding.
3. Employees will be provided their scheduled hours of work in writing with at least two (2) weeks advance notice.
4. Employees will receive 4 days off in a fourteen (14) day period, two (2) of which will be consecutive.
5. A premium will be paid (in accordance with the Collective Agreement), for all hours worked in any regularly scheduled shifts that begin prior to 8:00 a.m. or end after 9:00 p.m. and all regularly scheduled hours worked on weekends. This applies to shifts scheduled by the Employer, and not flex-time arrangements.
6. Strictly for the purpose of running the Day Programs, CUPE 1882 Casual Employees will be hired to backfill current employee absences, peak program periods, and other operational needs. CUPE 1882 Casual Employees are defined by having employment that does not have a firm commitment or defined employment in advance regarding length of employment, or the days (or hours) they will work, and usually work irregular hours, often back filling occasional absences or increased operational needs. CUPE 1882 Casual Employees are exempt from acquiring seniority under Article 3.04 c) ii) and are not entitled to any rights under the Collective Agreement, except for Article 6, 11 and 12. This excludes any and all existing Non-Union Casual Employees working in any other City programs/areas.
7. All other collective agreement provisions shall apply.
8. The agreement is without prejudice or precedence.

This Memorandum of Settlement is duly signed at Cambridge, Ontario on the _____, day of _____, 2020 at _____ time.

For the Employer:

For the Union

