

January 1, 2020

to

December 31, 2023

Agreement Between



The Corporation of The City of Cambridge
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and

The Canadian Union of Public
Employees and Its Local 1882
(Inside Workers)

CUPE / Canadian Union
of Public Employees

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This Agreement, effective **January 1, 2020** is by and between

The Corporation of The City of Cambridge
hereinafter called the "Employer"

of the first part

and

The Canadian Union of Public Employees and its Local 1882
hereinafter called the "Union"

of the second part

When the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used if the context so requires.

Article 1 – Preamble

1.01 Whereas it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.
3. To encourage efficiency in operation.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that, methods of bargaining and all matters pertaining to the working conditions of the employees within the bargaining unit be drawn up in an Agreement.

Now Therefore, the parties agree as follows:

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 are not inconsistent with the terms of this agreement;
 - d) operate and manage its facilities in all respects 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 not otherwise specifically dealt with elsewhere in this Agreement;
 - e) the Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with express provisions of this Agreement.
- 2.02 The Employer shall not exercise the rights to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause.

Article 3 – Recognition

- 3.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent of all employees employed in the job classifications set forth in Salary Schedule "A" attached hereto and forming part of this Agreement including those who qualify under Article 3.04.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, or in cases where regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employee.

3.03 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.

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 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.**

d) Part-time Employees

A part-time employee is defined as a **permanent employee 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 **when they take the time off.**
- 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 4 – No Discrimination

- 4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the manner of hiring, wage rates, training, up-grading promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, place of residence, nor by reason of membership or activity in the Union.
- 4.02 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of the employee's membership or non-membership, activity or lack of activity in any labour organization, or because of the employee's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

Article 5 – Union Security

- 5.01 All employees of the Employer, subject to Article 3.01 "Recognition, as a condition of continuous employment, shall become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union."
- 5.02 The Employer agrees to supply the Union with a list of the names, phone numbers and addresses of the present and new Employees of the bargaining unit upon request from the union. The union will save the Employer harmless from any and all claims which may be made against the Employers for disclosing such information.

Article 6 – Check-Off of Union Dues

- 6.01 During the term of this Agreement, and in accordance with the Union Constitution and Bylaws, the Employer shall deduct Union dues from the earnings of each employee covered by this Agreement. These dues shall be calculated based on a percentage of the bi-weekly regular pay of each employee. The Union shall advise the Employer in writing of the percentage to be used for the calculation. The Employer is to receive one month's notice in writing of any change in dues. The Employer has the right to refuse any unreasonable request in this regard, i.e. if the amount of dues requested to be deducted cannot be handled by the present Payroll system. Should an employee terminate, the employee's final deduction of Union dues shall be calculated based on a percentage of the usual bi-weekly regular pay. Other earnings paid upon termination, such as sick pay, vacation pay, etc., shall not be used in the calculation of union dues.
- 6.02 Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of CUPE in Ottawa and a copy sent to the Secretary Treasurer of the Local not later than the fifteenth day of the month following, accompanied by a duplicate list of names of all employees from whose wages the deductions have been made.
- 6.03 To the extent permitted by legislation and to which the employer is aware of tax exempt deductions under this Article, the employer agrees to indicate the deductions made under this clause on employees' annual T4 slips.

Article 7 – The Employer and The Union Shall Acquaint New Employees

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- 7.02 Each new employee covered by this Agreement will within the first two weeks of employment be introduced to their Union steward or a representative of the Union who shall be given an opportunity to interview the employee within regular working hours and without loss of pay for a maximum of thirty (30) minutes. Such interview arrangements are to be made with the Supervisor concerned.

Article 8 – Correspondence

- 8.01 All correspondence between parties, arising out of this Agreement or incidental thereto, shall pass to and from the Human Resources Services representative and the President and the Secretary of the Union.

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 **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.
- 9.02 No employee shall leave work on Union business arising out of the terms of this Agreement without the prior consent of the Supervisor, which permission shall not be arbitrarily withheld. The Employer agrees that when leave for the purpose outlined herein is to be granted, the Executive members and steward(s) requesting the leave will be informed within four (4) working hours of the time the request was received by the Supervisor or designate as to when such leave may be taken. This will not restrict the Supervisor from providing such advice earlier than the four (4) hours when possible to do so.
- 9.03 Providing that the prior consent of the Supervisor had been obtained, the Employer will pay each employee who is on any of the Committees referred to in this Article at the regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Employer, including in the case of a steward all such time reasonably spent in processing grievances.
- 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 **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.

9.06 A national representative of the Union may attend meetings of any of the Committees referred to in this Article.

9.07 Conduct of City-Union Business during Working Hours

The following guidelines have been established in order to clarify activities that will be permitted during working hours, and paid for by the employer.

1. Pre-Grievance Meetings:

The union representatives and grievor (where applicable) entitled under the collective agreement to participate in the grievance meeting will be permitted one hour immediately prior to the grievance meeting in order to prepare for the meeting, and one half hour following the conclusion of the meeting to wrap up and return to their work place.

2. Union Executive Meetings:

The union executive will be permitted to 3.5 hours of paid time monthly for the purpose of attending a union executive meeting. These meetings are to be prescheduled annually by the union so that supervisors are aware of when they are to occur. This is in effect so long as regular monthly employee relations meetings are being held.

3. The Employer will provide paid union leave for the President of CUPE 1882, one half (½) day every two (2) weeks as arranged between the President and his/her manager to perform union business.

4. Job Evaluation Meetings:

The Committees and the membership as defined in the Joint Job Evaluation Plan shall meet at a minimum as defined by the plan and at further meetings as may be required.

5. Employee Relations Meetings:

A joint meeting of the Employee Relations Committee will be scheduled at least monthly, for up to two hours each. The meetings are to be prescheduled annually by the employer so that supervisors are aware of when they are to occur.

6. Casual Union Business:

The permission of their immediate supervisor is required prior to any employee, including executive members and stewards using time during regular work hours for union matters. This includes, but is not restricted to, telephone calls, typing, photocopying, distributing material, discussions at workstations, etc. This does not include, however, time spent during regular breaks and lunch hours. Nor does it include day to day communication between Human Resources and members of the union executive.

7. Health and Safety:

The Joint Health and Safety Committee will meet and perform their duties in accordance with the Occupational Health and Safety Act, or as determined by the committee. These meetings will be prescheduled annually by the employer so that supervisors are aware of when they are to occur.

8. Other:

- In all cases, it is the responsibility of the employee to make sure that they have their supervisor's permission prior to attending to any activity noted in these guidelines, or any other activity permitted under Article 9. Requests for leaves under Articles 21.01 and 21.02 are processed through the Human Resources Division.
- Any time requested by the union outside of these guidelines must be forwarded to the Human Resources Division, in advance and in writing, for approval.

Article 10 – Resolutions and Reports of The Employer

- 10.01 The Employer agrees that any reports or recommendations about to be made to Council dealing with matters of policy and conditions of employment, and which affect employees within this bargaining unit, shall be communicated to the Union in time to afford the Union a reasonable opportunity to consider them and if thought necessary, of speaking to them when they are dealt with by the Director of Human Resources Services or Designate.
- 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 be forwarded to the Union.

Article 11 – Grievance Procedure

- 11.01 Should any difference (hereinafter call a "grievance") arise between the Employer and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to

settle such grievance without undue delay shall be made in the following manner.

Any employee covered under this Collective Agreement shall be advised that they have the right to Union representation when any formal disciplinary warning is to be added to the employee's file and when, discharge, suspension, or demotion is imposed on that employee.

Step 1

An aggrieved employee shall first submit the problem for a verbal discussion with the immediate Supervisor concerned. The Supervisor concerned may have the assistance of the Director of Human Resources or designate and the employee shall have the assistance of the Steward for such verbal discussion. No grievance shall be considered where the events giving rise to it occurred or originated (and the employee became or ought to become aware of such occurrence or origination) more than five (5) working days before lodging of the verbal grievance.

Step 2

Failing satisfactory resolution of the grievance at Step 1 within five (5) working days, the grievance may be reduced to writing and the Union Grievance Committee may, within a further ten (10) working days, submit the grievance to Step 2. The written grievance shall contain a concise statement of the facts complained of and the redress sought and it shall be signed by the employee and the Steward.

Within a further ten (10) working days, a meeting shall be held with the Union Grievance Committee, the Grievor, the Steward, and the Management Grievance Committee comprised of a Human Resources Services representative, the City Manager or designate, and up to two (2) additional Employer members. The Supervisor of the department concerned may also attend, but is not part of the Management Grievance Committee.

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 **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 Referral to Arbitration

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 **five (5) working** day waiting period following Step 2, the grievance shall be deemed abandoned, notwithstanding of the Labour Relations Act.

11.03 Where notification of arbitration has been filed by one of the parties under Article 11.02, but prior to the appointment of an arbitrator, either party may seek the services of a mediator to assist in resolving the matter to be arbitrated. It is agreed that the processing of the matter to mediation must be with the written agreement of both parties, and both parties must agree to the selection of the mediator. The parties shall share equally in the expense of the mediator.

11.04 Within the terms of the Grievance Procedure, a working day shall be defined as a day other than Saturday, Sunday or paid Holiday.

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

11.06 The Union recognizes that each steward is permanently employed by the Employer and that the Steward will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be unreasonably withheld. The Employer agrees that when leave for the purpose outlined herein is to be granted, the Steward(s) requesting the leave will be advised within four (4) working hours of the time the request was made as to when such leave may be taken. This will not restrict supervision from providing such advice earlier than the four (4) hours when possible to do so.

11.07 Union Policy Grievance

A Union policy grievance, which is defined as an alleged violation of this Agreement which affects all or any number of employees, may be lodged by the Union in writing with the Director of Human Resources Services or Designate at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

11.08 Time Limits

The time limits specified in Article 11 above may be extended by mutual agreement in writing between the parties.

Article 12 – Arbitration

- 12.01 Where a difference arises between the parties, relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by the Agreement, notify the other party in writing of its desire to submit the difference or allegation to Arbitration, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within fourteen (14) days, advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If this recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and its decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson shall govern.
- 12.02 Neither the arbitrators nor the Arbitration Board shall be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its provisions or deal with any matter not contained herein.
- 12.03 Wherever arbitration board is referred to in this Article the parties may mutually agree in writing to substitute a single arbitrator and the other provisions referring to arbitration board shall apply.

Article 13 – 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.
- (a) **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.**

- 13.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced an up-to-date seniority list shall be available in each department every six (6) months. Lists shall be posted on employee notice boards.
- 13.03 Newly hired employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as noted in Article 4 as the basis for termination. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 13.04 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, pregnancy/parental/adoption leave or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:
1. The employee is discharged for just cause and is not reinstated.
 2. The employee resigns.
 3. The employee is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer.
 4. The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, at the last address given to the Employer, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
 5. The employee is laid off for a period longer than twelve (12) months.
- 13.05 No employee shall be transferred or promoted to a position outside the bargaining unit or returned without their written consent. If an employee is transferred or promoted outside the bargaining unit, the employee shall retain seniority acquired at the date of leaving the unit for a maximum of ninety (90) days. If such an employee returns to the bargaining unit within ninety (90) days, the employee shall be placed in a job consistent with their seniority and qualifications. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Article 14 – Promotions and Staff Changes

- 14.01 a) When a permanent vacancy occurs or a new position is created within the union bargaining unit, the Employer shall notify the Union in writing and circulate notices of the position in the Employer's offices, locker

rooms, and shops for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

- b) Temporary vacancies including maternity, parental or adoption leave shall not be posted unless the vacancy exceeds ninety (90) calendar days. Such temporary vacancies may be filled at the discretion of the Employer for a period not to exceed ninety (90) calendar days. A longer time period may be set if mutually acceptable to both parties. If a temporary vacancy is expected to exist or still exists at the end of the ninety (90) calendar day period or the mutually extended period, it shall be immediately processed in accordance with the following provisions:
 - 1. The department will determine whether it is necessary to fill the vacancy.
 - 2. Should the department determine that the vacancy should be filled, it shall be posted and filled in accordance with Article 14. The Employer shall first consider the applications of qualified employees within the department. Should there be no qualified applicants from within the department, the Employer shall then consider qualified applicants from the rest of the bargaining unit.
 - 3. The Employer is required to fill only three (3) vacancies including the original temporary vacancy, through the posting procedure so long as a vacancy of ninety (90) calendar days or more continues to exist. If more than three (3) vacancies occur as a result of the original temporary vacancy, the Employer may then directly hire a temporary employee to fill any subsequent vacancies.
 - 4. Nothing in this Article will restrict the Employer from using a temporary employee to fill the vacancy while going through the posting process.
 - 5. When a permanent employee is selected for a temporary vacancy under the above process, they must successfully complete a trial period of forty (40) working days. They shall be returned to their former position at the end of the temporary assignment, or if they are unsuccessful in completing their trial period. Any other permanent employee who filled in for the permanent employee referred to above shall be returned to their former position at the end of their temporary assignment.

14.02 Such notice shall contain the following information:

Nature of position; qualifications; required knowledge and education; skills; shift; wage; or salary rate or range; and location/place of employment. Those qualifications may not be established in an arbitrary or discriminatory manner.

- 14.03 When advertising for positions within the bargaining unit, the advertisement must contain the words "our staff is aware of this opening".
- 14.04 Both parties recognize:
- i) the principle of promotion within the service of the Employer.
 - ii) that the job opportunity should increase in proportion to length of service. Where qualifications are considered equal, seniority rules.
- 14.05 a) 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 **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.
- b) Any unsuccessful applicant who applied for a posted vacancy shall receive written reasons why they did not receive the posted position, if so requested.
 - c) The name of all successful applicants shall be posted on all bulletin boards within ten (10) working days of the vacancy being filled.
- 14.06 The successful applicant shall be placed on trial for a period of forty (40) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of forty (40) working days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds them-self unable to perform the duties of the new job classification, the employee shall be returned to their former position without loss of seniority, and they would revert back to the wage or salary of their former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage or salary of their former position. Unless waived by mutual agreement between the Union and the Employer, any employee who accepts a new position as a result of a posting, must remain in that position for at least three (3) months, provided the employee has been found to be satisfactory in that position after the trial period of forty (40) working days.
- 14.07 Trial periods may be extended by mutual agreement.
- 14.08 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment that come within the bargaining unit.

- 14.09 An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement, is unable to perform their regular duties, will be employed in other work, if available, which the employee can do, without regard to other seniority provisions of this Agreement, except that such employee may not displace an employee with more seniority.
- 14.10 If a regular part-time position is expanded to full-time status, without any significant change in duties or responsibilities, the position shall be first offered without a posting to the incumbent part-time employee performing the work.

The above clause will not apply where a part-time position is expanded to full-time status as outlined above within twelve (12) months of the date that the position was first filled.

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.

- 15.02** No new employees will be hired until those laid off have been given the opportunity of recall.
- 15.03** The Employer shall notify employees who are to be laid off ten (10) working days before the layoff is to be effective or such longer period as may be provided under the Employment Standards Act. If the laid off employee has not had the opportunity to work the full notice period, the employee shall be paid in lieu of work for that part of the notice period during which work was not made available. Lieu pay is restricted to ten (10) day notice provision.
- 15.04** In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board, as per the Local's by-laws (maximum five (5) positions), shall be the last persons laid off from employment during their term of office, as long as full-time work, which they are qualified to perform, at their own or at a lower wage level, is available.
- 15.05** Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 1 of the Grievance Procedure.
- 15.06** In the event of layoff, and providing that the employee is subject to recall, the Employer shall continue the payment of employee benefit premiums up to a maximum period of three (3) months, if the benefit plan allows for same. If the layoff continues, the employee concerned must remit to the Employer, one (1) month in advance of the day premiums are payable to the Carrier, the premiums required to maintain the applicable coverage.

Article 16 – Hours of Work

16.01 The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week, exclusive of an unpaid lunch period of up to one (1) hour. The working hours shall range from 6:45 a.m. to 6:00 p.m. save and except hours worked in the Technology Services Division which shall range from 6:45 a.m. to 10:00 p.m. However, the normal hours of work for Stock-keepers, Building Maintenance Staff, Construction Inspectors, Parking Enforcement Staff is eight (8) hours per day, forty (40) hours per week, Monday to Saturday, exclusive of the unpaid meal period. The hours of work for Public Works clerical staff shall range between 6:30 a.m. and 6:00 p.m. Employees hired into Transportation and Public Works clerical positions, after date of ratification of this agreement, may be scheduled to work a seven (7) hour shift (exclusive of a one (1) hour lunch period) anytime between 6:00 a.m. and 11:00 p.m., Monday to Sunday.

It is to be noted that, should Construction Inspectors work less than forty (40) hours per week, they shall be paid only for the number of hours worked at their current hourly rate of pay. It is further noted that the hours of work for Survey Party Chiefs is 38 $\frac{3}{4}$ hours per week. The rate of pay for Party Chiefs will be the hourly rate of their existing job grade, based on a 35 hour work week, calculated into a 38 $\frac{3}{4}$ hour work week.

The normal office hours of work shall be 8:30 a.m. to 4:30 p.m., exclusive of an unpaid lunch period of up to one (1) hour.

Effective June 1, 1990:

- a) Employees hired into the Data Processing Division after this date may be scheduled to work a seven (7) hour shift (exclusive of a one (1) hour lunch period) anytime between 6:00 a.m. and 11:00 p.m.
- b) Employees hired into By-law Enforcement after this date may be scheduled to work:
 - i) Shifts consisting of thirty-five (35) hours per week, seven (7) hours per day (exclusive of a one (1) hour lunch break) Monday to Sunday. Employees will be entitled to four (4) days off in a fourteen (14) day period, at least two (2) of these days being consecutive.

Or

- ii) Shifts consisting of four (4) ten (10) hour days, in which case the criteria outlined in Appendix A will apply.

By-Law Enforcement shifts will be established on an annual (calendar year) basis based on i) and/or ii) above. Shifts shall be posted no later than November 1st of the preceding year in which

the shifts are scheduled for. By-Law Enforcement Officers shall bid for available shifts according to seniority. One individual qualified to act in the capacity of Property Standards Officer must be allocated on a Monday to Friday day shift.

- c) Employees hired after June 1, 2004 as Recreation Programmers, Recreation Coordinators, or Clerical Assistants at Recreation Facilities, may be scheduled to work seven (7) hours per day (exclusive of a one (1) hour lunch break) anytime between 6:00 AM and 11:00 PM Monday to Sunday.
- d) Employees hired after June 30, 2006 into the Cemetery operation may be scheduled to work 8:30 a.m. to 12:00 noon on Saturdays, but not more than two (2) Saturdays per month.
- e) Employees hired into the Building Operations division after January 1, 2008 may be scheduled to work seven (7) hours per day (exclusive of a one (1) hour lunch break) anytime between 8:00 a.m. and 10:00 p.m. Monday to Friday.

The following is applicable only to employees hired under a, b, c, d, or e, above:

- 1. Employees will receive four (4) days off in a fourteen (14) day period, two (2) of which will be a consecutive Saturday and Sunday.
- 2. Any changes to scheduled hours of work will be provided to employees affected in writing with at least two (2) weeks advance notice. The shift change must be for a minimum of six (6) weeks.
- 3. A premium of one dollar and seventy-five cents (\$1.75) per hour for all hours worked in any regularly scheduled shifts that begin prior to 7:00 AM or end after 6:00 PM Monday to Friday, and all regularly scheduled hours worked on weekends. This applies to shifts scheduled by the employer, and not flex time arrangements.
- 4. Prior to implementing hours of work under a, b, c, d, or, e the Employer will provide the Union with an outline of the hours of work through the establishment of a new or revised job description. The parties will then utilize Article 24 of this collective agreement for discussion and review.

Article 17 – Overtime

- 17.01 All time worked beyond the normal work day, the normal work week, or on a Holiday shall be considered as overtime for employees within the bargaining unit of all Departments. Instead of receiving pay for overtime, the employee will have the option of taking lieu time off, at the applicable overtime rate, at a

time mutually agreed to by the supervisor and the employee. If there is no agreement, overtime shall be paid.

- 17.02 Overtime rates shall apply for work as follows:
- i) On a regular work day, time and one-half for all hours worked in excess of normal hours in any day or shift.
 - ii) On a Holiday when an employee was scheduled to work, time and one-half plus another day off with pay at a time mutually agreeable to the employee and the Employer.
 - iii) On a Holiday when an employee was not scheduled to work double time plus holiday pay.
 - iv) On Saturday, time and one-half for all hours worked.
 - v) On Sunday, double time for all hours worked.
- 17.03 Employees shall not be required to layoff during regular hours to equalize any overtime worked, nor to work split shifts to avoid overtime.
- 17.04 Regular part-time employees working less than twenty-four (24) hours in any one week, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Regular overtime rates shall apply after seven (7) hours in the working day and for work performed on holidays and regular days off.
- 17.05 Overtime and call back shall be divided equally among permanent employees who are willing and qualified to perform the work that is available to the degree possible. Where no such permanent employees are willing and qualified, temporary employees may be offered the work.
- 17.06 There shall be no overtime worked in any operation while there are employees on layoff able to perform the available work.
- 17.07
- a) **(Work from home)** An employee who is placed on standby in accordance with Article 22.07 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 22.07 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.

- 17.08 Employees required to work more than two (2) hours of continuous overtime in any day or shift, shall be provided with a meal allowance by the Employer of \$12.00. It shall be understood that the continuous overtime must be an extension of the regular work shift in order for the employee to claim the \$12.00 meal allowance.

Article 18 – Statutory Holidays

- 18.01 The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	December 24th (½ day)
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	December 31st (½ day)
Civic Holiday	

Heritage Day will be allowed as a Floating Holiday. Should the Federal Government declare Heritage Day on a specific day then the floater will no longer exist but be observed on that day as declared.

Remembrance Day will be allowed as a Floating Holiday.

Floating Holidays must be taken within the same 12-month cycle as vacation (currently July 1st to June 30th). Both floating holidays must be used prior to any vacation days being used within the 12-month vacation cycle. However, in the first year of employment, all employees will have up to six (6) months from when they qualify for them, to use their Floating Holidays.

- 18.02 When any of the above Holidays falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- 18.03 Employees who are not required to work on the above holidays shall receive holiday pay equal to one normal day's pay. Employees who are required to work shall be paid in accordance with Article 17.
- 18.04 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.
- 18.05 Any employee who absents themselves from work on the last working day preceding and/or the next working day succeeding such holiday shall forfeit their holiday pay unless absent due to sickness or unless having been granted leave of absence prior to the holiday by their immediate Supervisor and confirmed by the Department Head.

Where a prolonged sickness occurs, an employee must have worked at least one (1) day in the preceding ten (10) working days to claim Statutory Holiday pay. Pay for the day to employees who are absent due to sickness and do not qualify as above, will be deducted from the employee's sick day accumulation.

Article 19 – Vacations

19.01 Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

An employee hired between July 1st and December 31st will be granted three (3) weeks' vacation on date of hire, to be taken before June 30th of the following year. An employee hired between January 1st and June 30th shall receive a prorated amount of 1.25 days' vacation per month to a maximum of one and a half (1.5) weeks to be used by June 30th. On July 1st, the employee will receive three (3) weeks' vacation.

For calculation purposes, the vacation year is July 1st to June 30th.

Employees with more than one (1) years' service as at June 30th in any year shall be entitled to vacation with pay in accordance with the following schedule:

1 years' service	-	3 weeks' vacation
3 years' service	-	3 weeks' vacation
9 years' service	-	4 weeks' vacation
15 years' service	-	5 weeks' vacation
23 years' service	-	6 weeks' vacation
29 years' service	-	7 weeks' vacation

In addition to the above, any employee who has reached entitlement for 3 weeks' vacation (after 3 years) shall accumulate increased vacation beyond 3 weeks at the rate of 1 day for every 2 years worked until the entitlement of 4 weeks' vacation is reached. After the entitlement of 4 weeks' vacation is reached (after 9 years) the employee shall accumulate increased vacation beyond 4 weeks at the rate of 1 day for every 2 years worked until entitlement of 5 weeks' vacation is reached. After the entitlement of 5 weeks' vacation is reached, the employee shall accumulate increased vacation beyond 5 weeks at the rate of 1 day for every 2 years worked until entitlement of 6 weeks' vacation is reached. After the entitlement of 6 weeks' vacation is reached the employee shall accumulate increased vacation beyond 6 weeks at the rate of 1 day for every 2 years worked until entitlement of 7 weeks' vacation is reached.

19.02 If a paid holiday falls or is observed during an employee's vacation period, that day shall not be considered as a vacation day.

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 **will receive paid vacation time off**. New temporary employees will receive vacation pay on each pay.

Example:

3 weeks entitlement	-	6% vacation pay
3 weeks + 1 day entitlement	-	6.4% vacation pay
3 weeks + 2 days entitlement	-	6.8% vacation pay
3 weeks + 3 days entitlement	-	7.2% vacation pay
4 weeks entitlement	-	8% vacation pay
4 weeks + 1 day entitlement	-	8.4% vacation pay
4 weeks + 2 days entitlement	-	8.8% vacation pay
4 weeks + 3 days entitlement	-	9.2% vacation pay

Vacation entitlement must be taken between July 1st and the following June 30th. There shall be no carry over of vacation from year to year unless due to circumstances agreeable to both the Employer and the Union, (see Article 19.04).

19.03 An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.04 **Vacation shall be granted according to seniority** and schedules shall be posted in each **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 must submit their vacation request to their Supervisor for **any** outstanding entitlement by March 15th **of the current vacation year. These requests are to be processed within five (5) working days.**

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.

- 19.05 Where an employee qualifies for sick leave, or any other approved leave during the employee's period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option. Such leave must be attributed to serious illness and/or hospitalization. A Doctor's Certificate must be produced in any case.

Article 20 – Sick Leave Provisions

- 20.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Safety and Insurance Act.
- 20.02 Sick leave shall be earned by an employee on the basis of one and a half (1½) days for every month of service with unlimited accumulation. All new employees shall be advanced one and one-half (1½) days upon commencement of employment should the need arise for an employee to use the entitlement prior to their first full month of service.
- 20.03 In case of illness of an immediate member of the family of an employee where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their Supervisor, to use a maximum of five (5) accumulated sick leave days per illness for this purpose. The Employer may request a Doctor's Certificate to justify claim for payment under this clause. If and when an illness is reported to a Supervisor, it is essential that full details are given. It must be specified that time off is required due to illness of an immediate member of the family. The above clause will not apply in any case where the sole reason for the employee being the only one available to care for the ill person is due to the fact that the other individual(s) in the home are working. Exceptions to this provision re: other individuals working are as follows:
- a) The employee has not been paid under this clause for more than two (2) previous occasions in the current calendar year.
 - b) The employee's absence due to reasons other than Vacation, Workers' Safety and Insurance, Statutory Holidays, or Doctor/Dentist appointments, have not exceeded seven (7) working days over the previous calendar year.
 - c) Claims under this clause must not exceed six (6) working days in a calendar year. The immediate family in this clause is current spouse, same sex partner, parents and children of the employee.

The use of sick days for this purpose will not reduce the number of available sick days below twelve (12).

20.04 A deduction shall be made from accumulated sick leave of all normal working days (exclusive of Holidays) absent for sick leave as defined in Article 20.01. Absence on account of illness for less than two (2) hours shall not be deducted. Absence for more than two (2) hours but less than three and one-half (3½) hours, in the case of thirty-five (35) hour-a-week employees, and four (4) hours in the case of forty (40) hour-a-week employees shall be deducted as a half day. Absence for more than three and one-half (3½) or four (4) hours shall be deducted as a full day.

20.05 In order to qualify for sick pay, employees are required to notify their immediate Supervisor not later than one half (½) hour after their starting time in order to receive payment for that day. An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness. Employees that exceed four (4) occurrences of innocent absenteeism, not including excused absences, and seven (7) days of innocent absenteeism, not including excused absences, in total for the calendar year, the employee may be required to provide a Doctor's Certificate on any or all subsequent occasions of absence due to sickness, at their own expense, within the next calendar year.

If any employee is absent from work due to illness, for any reason other than Workers' Safety and Insurance, for more than four (4) consecutive months, said employee shall not accumulate sick days until the employee returns to work on a regular basis.

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 **the employees'** qualified medical practitioner and forwarded to the Human Resources Division.

Where the Employer is able to provide modified work suitable to the employee's limitations as outlined in the non-occupational work limitation form noted above, the employee will report for duty accordingly. The employee will be paid their normal rate of pay during the accommodation period.

The Corporation will pay the cost to have the qualified medical practitioner complete the mutually agreed to non-occupational form.

20.06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the employee shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff. No leave of absence shall be greater than twelve (12) months.

- 20.07 A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee shall be advised on the amount of sick leave accrued to their credit. Any employee is to be advised, on application, of the amount of sick leave accrued to their credit.
- The Corporation will provide a record of sick leave electronically which all members can access their information.
- 20.08 When an employee is retired, resigns or is laid off permanently, the employee shall receive one half ($\frac{1}{2}$) of their accumulated sick pay up to a maximum of an amount equal to six (6) months' pay, subject to Clause 20.10. The payment of sick leave under this clause is restricted to the following:
1. Employees hired on or after August 1, 2006 will not be eligible for any payout of sick leave as identified in this Article.
- 20.09 In the event of death while in the employ of the Corporation, an employee's beneficiary shall receive one half ($\frac{1}{2}$) of the employee's accumulated sick pay up to a maximum of six (6) months' pay, subject to Clause 20.10. The payment of sick leave under this clause is restricted to the following:
1. Employees hired on or after August 1, 2006 will not be eligible for any payout of sick leave as identified in this Article.
- 20.10 In accordance with the Municipal Act and the By-law of the Corporation of the City of Cambridge respecting accumulated sick leave gratuities, upon the termination of the employee's employment no employee, former employee or the estate of an employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one half the number of days standing to the employee's credit and in any event, not in excess of the amount of one half year's earnings at the rate received by the employee immediately prior to termination of employment. This benefit shall not apply to any employee, former employee or the estate of an employee with less than five (5) years continuous service. The payment of sick leave under this clause is restricted to the following:
1. Employees hired on or after August 1, 2006 will not be eligible for any payout of sick leave as identified in this Article.
- 20.11 Where the Employer requires of the employee from any medical practitioner any form including, but not limited to, a note, a functional abilities form, certificate of medical disability, medical testing, re-assessment or accommodation requirements for the purpose of medical verification of illness or disability, the Employer shall bear the cost of the required medical verification.

Article 21 – Leave of Absence

21.01 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions. All other requested leaves of absence for Union business shall be granted provided such leave does not interfere with efficient operations.

21.02 Any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without loss of seniority, by the Corporation, for a period up to one year. Such leave may be renewed each year on request, during their term of office.

21.03 Bereavement Leave

All employees covered by this Agreement shall be granted:

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 **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.

Unpaid Leave:

1. One (1) day off, without pay to attend the funeral of an Aunt or Uncle.

It shall be the employee's responsibility to notify their supervisor, as soon as possible of the need for bereavement leave.

Traveling time for out-of-town deaths is allowed upon request without pay.

Due to extenuating circumstances, additional time off will be considered by the Director of Human Resources or Designate upon request, said additional time off to be deducted from accumulated sick pay, if the employee is able to produce a Doctor's Certificate in this regard. At no time, shall the use of sick days for this purpose be permitted if such usage would reduce the number of available sick days below twelve (12).

Where a relation is identified in this Article, it is deemed to include "step", "same sex", and "common-law" relationships. The definition of "common-law" is as defined in the benefits clause of this collective agreement.

- 21.04 Employees under this agreement shall be allowed a maximum of two (2) hours for doctor/dentist appointments, without loss of pay, to a maximum of eight (8) appointments per calendar year. If within this maximum number of appointments, more than two (2) hours is required for an appointment, the total time shall be deducted from the employee's sick bank.

Employees with a medical condition requiring a pre-scheduled list of medical or dental appointments are excluded from the restriction of eight (8) maximum appointments in that calendar year, providing that they supply the employer, in advance with a list of the scheduled appointments. Employees with a serious medical condition requiring ongoing treatment are similarly excused from the maximum, provided that they supply medical documentation to the employer verifying the need for such ongoing treatments.

It is the employee's obligation to ensure that, wherever possible, appointments are scheduled outside of normal working hours, or where they must be scheduled within the normal working hours, that they are scheduled in a manner which minimizes the time required away from work.

Note:

1. The parties agree that the term "serious" as noted in the above change is intended to mean treatment for potentially life-threatening illnesses such as cancer, multiple sclerosis, diabetes, etc.
2. Other circumstances may be presented in confidence by the employee and/or Union representative to the Director of Human Resources Services or the Manager of Human Resources Development for consideration.

3. It is understood that if more than eight (8) appointments are required, additional time is to be taken from vacation, floating holidays, lieu time, or made up at a time mutually convenient to the employee and the supervisor.
 4. It is understood that appointments under this clause can be used for the following, where any of the individuals listed below (except the employee) are unable to attend the appointment of their own:
 - i) The employee, current spouse, or dependent children under the care of the employee.
 - ii) Parents, to a maximum of two hours per appointment.
- 21.05 Wages or salary for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer, and shall be chargeable to sick leave.
- 21.06 When an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination, or treatment in connection with a disability sustained as a result of military service, the Corporation shall continue to pay the employee's normal salary or wage for such period of absence, less any allowance or gratuity other than for transportation and meals, received by the employee from the department of Veteran's Affairs. Employees shall be required to present a Veterans' Affairs chit for the amount of time detained. Such period of absence shall be deducted from their sick pay bank and shall be limited to the amount of sick pay accumulation. The Employer shall grant an unpaid leave of absence, to a maximum of one (1) year without loss of seniority to an employee for the purpose of serving in the Military.
- 21.07 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 21.08 Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service of the Employer. The Employer shall be the sole judge whether such course is related to duties performed.
- 21.09 Personal Leave
- a) The Employer shall grant leave of absence for a period of up to six (6) months, without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be

withheld unjustly. Sick pay shall not accumulate during such leave of absence.

- b) The Employer shall grant leave of absence for a period of longer than six (6) months and up to twelve (12) months, without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. Sick pay shall not accumulate during such leave of absence. Employees must use their unscheduled vacation entitlement and all eligible lieu time before an unpaid leave can commence. If scheduled vacation is in the requested leave period it would need to be used.

- 21.10 Unpaid leave of absence for the purpose of extending vacation may be granted by the Department Head. The Department Head shall not grant a leave of absence for extension of vacation unless the employee can reasonably be exempt from their duties during the period requested.
- 21.11 The Employer agrees to pay three (3) day leave for birth or adoption of an employee's child, (not including an employee on pregnancy and/or parental leave), said day to be deducted from sick days, provided that the use of sick days for this purpose does not reduce the number of available sick days below twelve (12).
- 21.12 An employee shall be granted pregnancy or parental leave in accordance with the provisions of the Employment Standards Act. Request for such leave must be made in writing. The employer agrees to top up the employee's wage to 85% above any income the employee receives from employment insurance while on pregnancy or parental leave. This top up shall be applicable to the one week waiting period, and extended for 16 weeks in the case of pregnancy leave or 10 weeks in the case of parental leave.

The employee shall provide a certificate signed by a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

Article 22 – Payment of Wages and Allowances

- 22.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of the employee's wages and deductions.
- 22.02 Where an employee is the successful applicant for a position under Article 14, the following methods shall be used to determine the appropriate wage as outlined in Schedule A:
 - a) Where the new position is a higher job grade, the employee will be placed at a new salary increment that is the closest to, but not less than,

five (5) percent more than their previous salary, and not more than the maximum salary increment of the new job grade.

The parties may mutually agree to a higher start level, but not beyond the maximum salary increment of the new job grade.

- b) Where the new position is at the same level or lower, the employee will be placed at a new salary level which is closest to (but not less than if possible) their current salary, but not more than the maximum of the new job grade.
- c) In the case of a change in status between full-time and part-time, the hourly wage rate shall be used for purposes of the clauses above.
- d) 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** accepting a job offer.

22.03 The principle of equal pay for equal work shall apply, regardless of sex.

22.04 Except for the timing of wage rate increments, as per Schedule 'A', Part 1 of the current collective agreement, and seniority, part time employees shall receive the wage rates, conditions of employment and perquisites specified in the Agreement on a pro-rata basis according to their hours of work. The Corporation will calculate an average of the actual hours worked by each part-time employee on an annual basis. This calculation shall be used to determine the employee's pro-rata entitlement for the next twelve (12) months. Article 25.06 (b) is specifically excluded from this calculation.

22.05 Employees covered under this Agreement may be required to perform the duties of a higher rated position during vacation time, sick leave, leave of absence, etc. If such is the case, prior arrangements must be made with the Department Head concerned. If it is determined that the principal duties of the higher position are to be performed, the higher rate of pay would apply at ten (10) consecutive working days of performance in that position. Any paid holidays as per Article 18 will be counted toward the ten (10) consecutive working days. Payment will be retroactive to the first day of assuming the duties.

22.06 An authorized employee who uses their personal automobile for work purposes shall receive fifty-four cents (\$0.54) per kilometer driven for the first five thousand (5,000) kilometers driven and, after that, forty-eight cents (\$0.48) per kilometer driven.

22.07 Employees required to be on standby will receive a flat rate of **\$195.00** 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 **\$195.00** divided by 7 multiplied by 4 = **\$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).

- 22.08 a) The Employer shall pay, in advance, the full cost of any course of instruction required by the Employer for employees to better qualify **themselves** to perform his/her job.
- b) The employer will consider requests for reimbursement for additional training and development costs in accordance with Corporate policies and procedures.
- 22.09 The Employer shall pay professional fees for any employee who is required to be a member of a professional association, and license for any member who is required to be licensed. This license does not include an operator's license to operate equipment or motor vehicle.
- 22.10 For Parking Enforcement employees, uniforms consisting of slacks, shirt, skirt, hat, jacket, trousers, tie, purse, boots, shoes, parka, and ski pants shall be provided on an "as needed" basis and at the discretion of the Parking Enforcement Manager. Dry cleaning costs, within reason, shall be paid by the Employer who may specify a dry-cleaning establishment. Uniforms are to be worn only while on duty.
- 22.11 The Employer agrees to supply to all employees with PPE required by Health and Safety Legislation and/or an Employer Health and Safety Policy and/or Procedures. This includes but no limited to:
1. All necessary footwear including galoshes. The Employer will reimburse the employee a maximum of \$200 towards the purchase of personal protective footwear, excluding galoshes.
 2. Blaze orange parkas and three (3) pairs of coveralls, consisting of two (2) uninsulated coveralls and one (1) pair of insulated coveralls, shall be provided in accordance with the legislation. The laundering of the coveralls is provided for by the Employer, and a replacement pair of coveralls is made available to the Employee.
 3. For the employees requiring shirts, the Employer shall issue a total of five (5) shirts. The employee shall have the choice of the number of long-sleeved shirts and short-sleeved shirts totaling five (5). Those

employees shall also be issued one (1) sweatshirt and the choice of either a crew-neck sweatshirt or hooded sweatshirt.

4. In addition to the above high quality parkas and rain attire will be provided to employees whose jobs require them to work outside. The Employer will reimburse the employee a maximum of \$200 towards the purchase of parkas and rain attire.
5. Clothing will be issued or replaced on an as need basis.
6. Subject to the approval of the Supervisor, an employee may choose to upgrade any Article of clothing as described above and any such upgrade shall be at the employee's expense.
7. Subject to the approval of the Supervisor, employees may have the option of purchasing items of clothing they feel is necessary to perform their duties, and the employee shall pay full cost of such clothing.

Article 23 – Severance Pay

- 23.01 If as a result of the Employer ceasing all or part of the operations, or merging with another Employer, or if by reason of any changes in operating methods, the Employer is unable to provide work for a displaced employee at the same regular rate of pay in a comparable class of work, the employee shall be given notice and severance pay in accordance with the Employment Standards Act.

Article 24 – Job Classification and Reclassification

- 24.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. This includes changes to existing job descriptions as may be required from time to time. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents a written objection within twenty (20) working days. The Employer shall meet with the Union and respond fully in writing to any objections raised by the Union within fifteen (15) working days. In the event that the parties cannot agree on the final wording and content of the job descriptions, after a further fifteen (15) working days, the Employer may institute the job description. The Union shall have recourse to the grievance and arbitration procedure if it disagrees with the content of the job description.
- 24.02 Existing classifications shall not be eliminated without prior agreement with the Union.
- 24.03 When the duties in any classification are changed or increased, or where the Union and/or any employee feels they are unfairly or incorrectly classified, or when any position not covered by Schedule 'A' is established during the term of this Agreement, the Job Evaluation Committee shall be requested to

review the position in accordance with Article 9.01(e). If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be subject to grievance and arbitration. The new rate shall become effective retroactive to the date the duties were changed or increased.

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 – Employee Benefits

25.01 The Employer shall pay the maximum allowable premium under the Municipal Act of the following plans:

1. Ontario Health Insurance Plan.
2. Extended Health Care Plan including:
 - i) No lifetime maximum.
 - ii) Private Duty Nursing maximum benefit of ninety (90) shifts of eight (8) hours each per eligible person.
 - iii) Pay direct for prescription drugs - formulary Three. The insurer will pay \$10.00 or 50% of each dispensing fee, whichever is greater. The Employee will pay the balance of the dispensing fee, if any.
 - iv) Vision (Eye Glasses or Contact Lenses):
 - \$500/24 months Effective January 1, 2019
 - **\$550/24 months Effective January 1, 2021**
 - **\$600/24 months Effective January 1, 2022**
 - **\$650/24 months Effective January 1, 2023**
 - It is understood that the dollar maximums available for eye glasses or contact lenses as noted above can be applied towards the cost of laser eye surgery.
 - Coverage up to \$100 for one eye examination every twenty-four (24) months.
 - v) Hearing aid benefit:
 - two (2) hearing aids @ \$4,000 each, every three (3) years and includes coverage to audio tests and assessments to a maximum of \$150.00 every three (3) years.
 - vi) Smoking Cessation
 - three hundred (\$300.00) dollars with one lifetime claim.

vii) Counselling/Mental Health:

Annual spending account of one thousand (\$1,000.00) no limit per visit for Clinical Psychologist, social worker, psychotherapist, and family therapist.

3. Long Term Disability: to 70% of salary up to the age of sixty-five (65) to become effective after the expiration of sick day credits and the fifteen (15) week Disability Employment Insurance allocation. Should the fifteen (15) week period be altered, then the effective date would coincide with the altered benefit. For employees hired on or after August 1, 2006, Long Term Disability benefit payments to be indexed at the rate of 50% of the annual increase in the CPI for the previous 12 months with a maximum of 5%.
4. Employees who elect an unreduced OMERS pension shall receive OHIP, extended health care benefits including dental, and life insurance benefit identical to that which is received under normal retirement, as in accordance with the collective agreement. Premiums shall be paid by the Employer.

Employees hired prior to March 23, 2004 will be entitled to post age 65 retiree benefits as described in the respective benefit plans and policies.
5. Semi-private Hospital coverage beginning on the eighth (8th) day of any hospital stay.
6. Maximum coverage per visit for Chiropractic is **fifty dollars (\$50.00) per visit to a max 20 visits per year** and for Massage therapy is **sixty dollars (\$60.00) per visit to a max of 20 visits per year.**
7. Osteopath, Podiatrist, Naturopath - fifty dollars (\$50.00) per visit; Orthotics – five hundred dollars (\$500.00) per year **for adults over age 18 and one thousand dollars (\$1000.00) per year for dependents under the age of 18**, custom molded, pre-authorized; Acupuncturist – twenty-five dollars (\$25.00) per visit (holistic) on a Physician's referral. **Speech Pathology coverage of five hundred (\$500.00) per person per year.**
8. Out of Country coverage for active employees only.
9. In the event of the death of an active employee covered under this collective agreement, Extended Health Care and Dental benefits shall continue for family members covered at the time of death for a period of three (3) months. Coverage may be extended for a further three (3) months provided the family of the deceased provides the Employer with payment for the premium costs. The coverage shall continue to be in accordance with the applicable benefit plans and insurance policies.

10. Employees wishing common-law benefit coverage must have been cohabiting for no less than one (1) year before coverage is available.

25.02 Dental Plan – all employees covered by this Agreement will receive the Ontario Dental Association Plan coverage for which costs incurred under Plan A are paid 100% by the Carrier, costs incurred under Plan B (\$2,500 annual maximum, are paid 75% by the Carrier, and costs incurred under Plan C (annual maximum \$2,500 are paid 60% by the Carrier. 9% of the costs of premiums will be paid by the employee and 91% will be paid by the Employer. The Employer agrees to update the Schedule of Fees for the O.D.A. Dental Plan one year behind contract with appropriate sharing of the adjustment of the premium costs.

The maximum amount payable for all covered dental services is **\$4,000** per person per calendar year. Dental recalls are once every nine (9) months for adults and once every six (6) months for children. **Dental implants to be included under “major restorative care”.**

25.03 Employees shall participate in a mutually agreed upon Life and Accidental Death and Dismemberment Insurance Policy with the Employer paying the maximum allowable premium under the Municipal Act. Coverage for employees shall be two (2) times the employee's annual salary.

In the case of absence for illness, the Employer contribution will be paid to the above Plans and Group Life Plan to a maximum of the extent of the employee's sick pay bank from commencement of absence. Thereafter, the employee may pay the full premiums through the Employer, if the employee so desires.

An employee having been granted an unpaid Leave of Absence for a period in excess of one month, shall be given the opportunity to pay the full premiums for the above Plans and Group Life Plan for the remainder of the Leave of Absence, otherwise these benefits will cease to be in force until the employee's return to work.

25.04 An employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workers' Safety and Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Employer their regular salary. Therefore, any monies received by the employee for lost wages from the Workers' Safety and Insurance Board must be turned over to the Employer.

25.05 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.**

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
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.

25.07 Benefits for Employees working beyond age sixty-five (65):

Where an employee covered under this collective agreement has been entitled to benefit coverage under Article 25, the employee will not be entitled to the following benefits should they continue to work having attained the age of sixty-five (65):

1. Long Term Disability Benefits
2. Accidental Death and Dismemberment Benefits
3. Life Insurance – However, where the employee would qualify for a retiree life insurance under the respective insurance policy, that benefit will be available to the employee at age sixty-five (65).

For the purposes, Extended Health Care and Dental Benefits, it is understood that the Ontario Drug Benefit Plan becomes the first payer where applicable.

- 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.**

Article 26 – Technological and Other Changes

- 26.01 Ninety (90) days before the introduction of any technological or other changes, or methods of operation which affect the rights of employees, conditions of employment, wage rates or workloads, the Employer shall notify the Union of the proposed change.
- 26.02 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 **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 **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.**

Article 28 – General Conditions

- 28.01 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices providing such notices are not detrimental to the Employer. Approval from a member of the Human Resources office is required.
- 28.02 No employee will conduct union action on city premises except in specific instances permitted by this Agreement or with the permission of the Director of Human Resources or Designate. Such permission is not to be withheld unjustly.
- 28.03 The Employer shall comply with all applicable Federal, Provincial and Municipal Health and Safety Legislation and Regulations.
- 28.04 Reprimands (verbal and/or written warnings) placed on an employee's record will be removed within one (1) year of the date of the occurrence. Disciplinary action resulting in suspension placed on an employee's record will be removed in two (2) years if not repeated.
- 28.05 A counseling letter is used by the City to identify concerns with the employee's performance and identifies the expectations required for

improvement. The parties agree that counseling letters are non-disciplinary. The City agrees that counseling letters do not form part of progressive discipline and will not be used in arbitration. The Union agrees that counseling letters shall not form the basis of a grievance. Union representation will be at the discretion of the employee. At the discretion of the Employer a representative from Human Resources may be requested to participate. A copy of the counseling letter will be provided to the Union and to Human Resources. Counseling letters will be removed from the employee's file after twelve (12) months.

Article 29 – Present Conditions and Benefits

- 29.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

Article 30 – Copies of Agreement

- 30.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall print sufficient copies of the Agreement in a Union Shop, or by the Corporation's Print Shop, within sixty (60) days of signing. The Employer also agrees to supply the Union with copies of the City procedures which apply to Union members.

Article 31 – Retroactive Payment

- 31.01 **Annual General Wage Adjustment with retroactivity for wages only (all other changes effective upon ratification December 7, 2020)** to all present employees within the bargaining unit. Terminated, retired or laid off permanent employees who are on the payroll of the Employer as of January 1, **2020**, shall be notified by the Employer upon ratification that they may apply for retroactive wages for time worked between January 1 and their termination date. The Employer shall forward such notification to the last known address of the individual. Request for retroactive pay must be made in writing within six (6) weeks of the notification being sent.

Article 32 – Term of Agreement

- 32.01 This Agreement shall be binding and remain in effect from **January 1, 2020 to December 31, 2023**, and shall continue from year to year thereafter unless either party gives to the other party, notice in writing not later than two (2) months prior to the expiry date in any year that it desires its termination or amendment.

- 32.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 32.03 At least two (2) months prior to the termination of this Agreement, either party desiring to propose changes or amendments to this Agreement shall give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 32.04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactivity to the expiry date.

Schedule "A" – Part I
Job Classifications (Positions)

1882 Pay Grade	Job Classification No.	Job Title
1	150	Food Services Assistant PT
2	20	Custodian
2	110	Cashier PT
2	130	Community Supports Assistant
3	9	Print Mail Clerk
3	17	Clerical Assistant
3	22	Facility Clerk - DDC
3	41	Print Clerk Part Time
3	53	Clerical Assistant - Planning
3	57	Clerical Assistant - Parks, Arenas, Halls
3	63	Clerical Assistant - Planning
3	108	Clerical Assistant - Cemeteries
3	136	Administrative Assistant - Facility Development CSD
3	147	Cross Connection Control Assistant
3	149	Support Services Clerical Assistant
4	2	Facility Booking & Forestry Clerk
4	7	Instrumentperson
4	18	Records Management Clerk
4	21	Market Clerk
4	23	Facility Clerk - Arts Centre
4	27	Licensing Officer
4	40	Clerks Office Assistant/Officiant
4	44	Accounts Payable Clerk PT
4	52	Public Works Clerk
4	58	Clerical Assistant - CSD
4	59	Property Coordinator
4	69	Parking Administrative Coordinator
4	70	Administrative Assistant - Engineering
4	74	AR Centre Facility Clerk

1882 Pay Grade	Job Classification No.	Job Title
4	87	Facility Clerk - W G Johnson
4	88	Facility Clerk - W G Johnson
4	123	Maintenance Management Systems Coordinator
4	129	Recreational Services Program Assistant
4	145	Junior Buyer
4	154	Facility Clerk - WPEC
5	11	Graphic Technician - Landscape
5	26	Cemetery Services Clerk
5	42	Accounts Receivable Clerk
5	43	Accounts Payable Clerk
5	54	By-Law Enforcement Clerk
5	78	Facility Clerk - Dolson
5	79	Stock Clerk
5	91	Parking Maintenance Coordinator
5	97	Tax Officer I
5	100	Tax Adjustment Officer 1
5	103	Seniors Day Program Cook
5	115	Corporate Records Analyst
5	122	Clerical Assistant - Building
5	124	Water / Wastewater Billing Receivable Clerk
5	128	Tax/Water Customer Service Representative
5	131	Water / Wastewater Collection Receivable Clerk
5	135	Clerical Assistant - Public Works
5	169	Customer Service Representative - Service Cambridge
5	173	Administrative Service Representative
5	187	Security Guard
6	1	Planning Technician I
6	5	Legislative Coordinator
6	10	Senior CADD/Graphics Design Technologist
6	24	Corporate Archives Records Technician
6	29	PT Program Assistant
6	64	Recording Secretary to the Committee of Adjustment

1882 Pay Grade	Job Classification No.	Job Title
6	65	Planning Technician
6	72	Buyer
6	83	Support Technician
6	98	Tax Collection Officer II
6	101	Tax Adjustment Officer II
6	111	Building Operations Assistant
6	115	Information and Archives Analyst
6	117	Seniors Day Program Assistant
6	134	Program Assistant - Aging At Home Day Services
6	141	Survey Technician
6	158	Asset Management Technician
6	159	Municipal Building Official I
6	162	Escalation Specialist
6	171	Council Committee Services Coordinator
6	172	Business License Compliance Officer
6	174	Administrative Assistant
6	177	Francophone Support Worker
6	179	CSR Coordinator
6	185	Junior Planner - Policy
6	186	Newcomer Outreach Coordinator
7	3	Planning Technician
7	8	Party Chief - Survey
7	39	Seniors Day Programmer
7	61	Policy & Procedure Technician
7	104	Design Technician
7	142	Project/Financial Support
7	144	Locate Coordinator/Asset Management Field Technician
7	148	Water/WW Billing Specialist
7	152	Special Events Assistant PT
7	163	Utility Compliance Technologist I
7	165	Water Systems Technologist I
7	167	Wastewater Systems Technologist I
7	175	Locate Coordinator

1882 Pay Grade	Job Classification No.	Job Title
7	178	Business Process Analyst
8	4	Property Officer
8	12	CADD/Graphics Design Coordinator
8	14	Recreation Coordinator
8	33	Friendly Visiting Coordinator
8	46	Roads Operations Technologist
8	55	AMANDA System Analyst
8	89	Recreation Programmer
8	90	Recreation Programmer
8	107	Inclusion Coordinator
8	112	Building Systems Technician
8	113	Tax Specialist
8	114	Friendly Visiting Assistant
8	125	Building Systems Coordinator
8	126	By-Law Enforcement Officer
8	132	Application Analyst
8	133	Network Administrator
8	139	Programmer - Aging At Home Day Services
8	143	Music / Activation Therapist PT
8	153	Volunteer Services Coordinator
8	160	Municipal Building Official II
8	176	Diversity Coordinator
8	189	Facilities Operations Coordinator
9	6	Construction Inspector
9	47	Cross Connection Control Officer
9	73	Senior Buyer
9	75	Arts Coordinator
9	76	Forestry Technician
9	81	General Building Inspector III
9	86	Programmer / Analyst
9	92	Traffic Engineering Technologist
9	119	Field Technician II

1882 Pay Grade	Job Classification No.	Job Title
9	120	GIS Analyst
9	121	Caregiver Support Coordinator
9	164	Utility Compliance Technologist II
9	166	Water Systems Technologist II
9	168	Wastewater Systems Technologist II
9	183	Utility Meter Technologist
10	106	Coordinator of Corp Accessibility Planning & Inclusion
10	118	Asset Management Technologist
10	146	Asset Management Technologist
10	151	Assessment & Tax Specialist
10	170	Web Developer
10	188	Intermediate Planner - Development
11	13	Senior By-Law Enforcement Officer
11	30	Planner/Secretary Treasurer to Committee of Adjustments Development Charges Coord
11	38	Core Area Project Manager
11	45	Senior Civil Engineering Technologist
11	68	Planner 1 Site Development/Zoning
11	77	Planner II
11	96	Transportation Engineering Technologist
11	116	Senior Transportation Engineering Technologist
11	138	Sustainable Transportation Coordinator
11	155	Wastewater Systems Technologist III
11	156	Utility Compliance Technologist III
11	157	Water Systems Technologist III
11	161	Municipal Building Official III
12	31	Landscape Architect
12	32	Architectural Design Technologist
12	34	Senior Civil Engineering Technologist II
12	66	Business Systems Analyst
12	127	Municipal Building Official IV

1882 Pay Grade	Job Classification No.	Job Title
12	181	Developer (ERP)
12	182	BI/BW Analyst
13	19	Senior Planner - Heritage
13	25	Archivist
12	37	Senior Planner - Policy
13	109	Sustainability Planner
13	180	Application Administrator - ERP
14	35	Senior Planner
14	36	Senior Planner - Environment
14	67	Database Administrator
14	137	Business Systems Analyst - Database Administrator
14	140	Senior Planner - Reurbanization
15		
16		
	no j/c	Tax Cashier / Clerical Asst.
	no j/c	Write Off / Billing Clerk
	no j/c	Transit Analyst
	no j/c	Housing Loans Inspector
	no j/c	Planner I - Policy
	no j/c	Quality Management System Technologist
	no j/c	Planner I - Operations
	no j/c	Programmer / Technical Support
	no j/c	Systems Analyst
	no j/c	Senior Civil Technician
	no j/c	Environmental Planner

Schedule "A" – Part I Annual Rates

		1-Jan-20 1.50%				1-Jan-21 1.50%				1-Jan-22 1.50%				1-Jan-23 1.50%	
Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month
1	35,974	37,088	38,235	1	36,514	37,644	38,809	1	37,062	38,209	39,391	1	37,618	38,782	39,982
	1,383.62	1,426.46	1,470.58		1,404.38	1,447.85	1,492.65		1,425.46	1,469.58	1,515.04		1,446.85	1,491.62	1,537.77
	19.77	20.38	21.01		20.06	20.68	21.32		20.36	20.99	21.64		20.67	21.31	21.97
2	41,966	43,264	44,603	2	42,595	43,913	45,272	2	43,234	44,572	45,951	2	43,883	45,241	46,640
	1,614.08	1,664.00	1,715.50		1,638.27	1,688.96	1,741.23		1,662.85	1,714.31	1,767.35		1,687.81	1,740.04	1,793.85
	23.06	23.77	24.51		23.40	24.13	24.87		23.75	24.49	25.25		24.11	24.86	25.63
3	45,824	47,243	48,703	3	46,511	47,952	49,434	3	47,209	48,671	50,176	3	47,917	49,401	50,929
	1,762.46	1,817.04	1,873.19		1,788.88	1,844.31	1,901.31		1,815.73	1,871.96	1,929.85		1,842.96	1,900.04	1,958.81
	25.18	25.96	26.76		25.56	26.35	27.16		25.94	26.74	27.57		26.33	27.14	27.98
4	48,407	49,906	51,448	4	49,133	50,655	52,220	4	49,870	51,415	53,003	4	50,618	52,186	53,798
	1,861.81	1,919.46	1,978.77		1,889.73	1,948.27	2,008.46		1,918.08	1,977.50	2,038.58		1,946.85	2,007.15	2,069.15
	26.60	27.42	28.27		27.00	27.83	28.69		27.40	28.25	29.12		27.81	28.67	29.56
5	52,660	54,290	55,969	5	53,450	55,104	56,809	5	54,252	55,931	57,661	5	55,066	56,770	58,526
	2,025.38	2,088.08	2,152.65		2,055.77	2,119.38	2,184.96		2,086.62	2,151.19	2,217.73		2,117.92	2,183.46	2,251.00
	28.93	29.83	30.75		29.37	30.28	31.21		29.81	30.73	31.68		30.26	31.19	32.16
6	58,679	60,494	62,365	6	59,559	61,401	63,300	6	60,452	62,322	64,250	6	61,359	63,257	65,214
	2,256.88	2,326.69	2,398.65		2,290.73	2,361.58	2,434.62		2,325.08	2,397.00	2,471.15		2,359.96	2,432.96	2,508.23
	32.24	33.24	34.27		32.72	33.74	34.78		33.22	34.24	35.30		33.71	34.76	35.83
7	62,288	64,213	66,199	7	63,222	65,176	67,192	7	64,170	66,154	68,200	7	65,133	67,146	69,223
	2,395.69	2,469.73	2,546.12		2,431.62	2,506.77	2,584.31		2,468.08	2,544.38	2,623.08		2,505.12	2,582.54	2,662.42
	34.22	35.28	36.37		34.74	35.81	36.92		35.26	36.35	37.47		35.79	36.89	38.03
8	66,605	68,723	70,789	8	67,604	69,754	71,851	8	68,618	70,800	72,929	8	69,647	71,862	74,023
	2,561.73	2,643.19	2,722.65		2,600.15	2,682.85	2,763.50		2,639.15	2,723.08	2,804.96		2,678.73	2,763.92	2,847.04
	36.60	37.76	38.90		37.15	38.33	39.48		37.70	38.90	40.07		38.27	39.48	40.67
9	70,872	73,065	75,324	9	71,935	74,161	76,454	9	73,014	75,273	77,601	9	74,109	76,402	78,765
	2,725.85	2,810.19	2,897.08		2,766.73	2,852.35	2,940.54		2,808.23	2,895.12	2,984.65		2,850.35	2,938.54	3,029.42
	38.94	40.15	41.39		39.52	40.75	42.01		40.12	41.36	42.64		40.72	41.98	43.28

		1-Jan-20 1.50%				1-Jan-21 1.50%				1-Jan-22 1.50%				1-Jan-23 1.50%	
Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month	Gr	Start	12 Month	24 Month
10	75,335	77,664	80,066	10	76,465	78,829	81,267	10	77,612	80,011	82,486	10	78,776	81,211	83,723
	2,897.50	2,987.08	3,079.46		2,940.96	3,031.88	3,125.65		2,985.08	3,077.35	3,172.54		3,029.85	3,123.50	3,220.12
	41.39	42.67	43.99		42.01	43.31	44.65		42.64	43.96	45.32		43.28	44.62	46.00
11	79,796	82,264	84,808	11	80,993	83,498	86,080	11	82,208	84,750	87,371	11	83,441	86,021	88,682
	3,069.08	3,164.00	3,261.85		3,115.12	3,211.46	3,310.77		3,161.85	3,259.62	3,360.42		3,209.27	3,308.50	3,410.85
	43.84	45.20	46.60		44.50	45.88	47.30		45.17	46.57	48.01		45.85	47.26	48.73
12	84,342	86,954	89,643	12	85,607	88,258	90,988	12	86,891	89,582	92,353	12	88,194	90,926	93,738
	3,243.92	3,344.38	3,447.81		3,292.58	3,394.54	3,499.54		3,341.96	3,445.46	3,552.04		3,392.08	3,497.15	3,605.31
	46.34	47.78	49.25		47.04	48.49	49.99		47.74	49.22	50.74		48.46	49.96	51.50
13	89,152	91,911	94,752	13	90,489	93,290	96,173	13	91,846	94,689	97,616	13	93,224	96,109	99,080
	3,428.92	3,535.04	3,644.31		3,480.35	3,588.08	3,698.96		3,532.54	3,641.88	3,754.46		3,585.54	3,696.50	3,810.77
	48.98	50.50	52.06		49.72	51.26	52.84		50.46	52.03	53.64		51.22	52.81	54.44
14	94,233	97,148	100,151	14	95,646	98,605	101,653	14	97,081	100,084	103,178	14	98,537	101,585	104,726
	3,624.35	3,736.46	3,851.96		3,678.69	3,792.50	3,909.73		3,733.88	3,849.38	3,968.38		3,789.88	3,907.12	4,027.92
	51.78	53.38	55.03		52.55	54.18	55.85		53.34	54.99	56.69		54.14	55.82	57.54
15	99,310	102,383	105,551	15	100,800	103,919	107,134	15	102,312	105,478	108,741	15	103,847	107,060	110,372
	3,819.62	3,937.81	4,059.65		3,876.92	3,996.88	4,120.54		3,935.08	4,056.85	4,182.35		3,994.12	4,117.69	4,245.08
	54.57	56.25	58.00		55.38	57.10	58.86		56.22	57.95	59.75		57.06	58.82	60.64
16	104,393	107,619	110,949	16	105,959	109,233	112,613	16	107,548	110,871	114,302	16	109,161	112,534	116,017
	4,015.12	4,139.19	4,267.27		4,075.35	4,201.27	4,331.27		4,136.46	4,264.27	4,396.23		4,198.50	4,328.23	4,462.19
	57.36	59.13	60.96		58.22	60.02	61.88		59.09	60.92	62.80		59.98	61.83	63.75

Schedule "A" – Part 2 – Rates of Pay for Co-Op Students

A Co-op Student is an employee enrolled in a co-operative college or university programme who is hired to assist them in such educational programme.

Co-op Students will be paid in accordance with the following hourly rate schedule based on the university/college program recommendations.

2020	16.25	16.75	17.84	20.01	22.48
2021	16.49	17.00	18.11	20.31	22.82
2022	16.74	17.26	18.38	20.61	23.16
2023	16.99	17.52	18.66	20.92	23.51

In Witness Whereof each of the authorized representatives of the Parties have signed this Agreement at, Ontario, on the ____ day of _____, **2021**.

Between:

The Corporation of The City of Cambridge


Kathryn McGarry (Dec 17, 2021 11:09 EST)

Mayor


Danielle Manton (Dec 17, 2021 11:26 EST)

Clerk

The Canadian Union of Public Employees
and its Local 1882


Jennifer Wrzala (Dec 17, 2021 14:12 EST)

President


Heather Grassick (Dec 20, 2021 12:24 EST)

Representative of C.U.P.E.



Member-Negotiating Committee


Paul Musselman (Dec 17, 2021 14:22 EST)

Member-Negotiating Committee


Nancy Movrin (Dec 19, 2021 09:09 EST)

Member-Negotiating Committee


Johanne Simpson (Dec 20, 2021 07:41 EST)

Member-Negotiating Committee


Paul Barbosa (Dec 20, 2021 12:23 EST)

Appendix 'A'

By-Law Enforcement Hours of Work Four Ten Hour Shifts

Where the Employer implements four ten-hour shift schedules in By-Law Enforcement, the following that be adhered to:

1. Regular hours of work for the above By-law Enforcement Officers (the Employees) shall be scheduled and may include evenings and weekends, Monday to Sunday. The Employees shall normally work alternating four (4) days on, four (4) days off. The normal work day shall consist of ten (10) hour days, exclusive of an unpaid lunch period of up to one (1) hour.
2. Regular hours of work may vary within the four (4) days each Employee is scheduled to work, with not less than eight (8) hours between shifts. Overtime shall apply on a daily basis, but shall apply once the hours worked in each day exceed ten (10) hours.
3. The annual total of regular hours shall be eighteen hundred and twenty (1820). The total annual hours will be reviewed to determine if any adjustments are required.
4. Where the Employees are not scheduled to work on the Statutory Holidays, the Employee will receive another ten (10) hours off at a time mutually agreeable to the Employee and the Employer.
5. Where the Employees are scheduled to work on the Statutory Holidays, the Employee will be paid ten (10) hours at the premium pay rate of one and one-half times (1.5x) the appropriate rate of pay, and be paid ten (10) hours statutory pay in the pay period in which the statutory holiday falls.
6. Vacation entitlement, sick leave and floating holidays shall be accumulated and taken in hours, equating to the normal annual entitlements per the collective agreement.
7. For doctor appointments, an absence of more than two (2) hours but less than three and one-half (3½) hours shall be deducted from accumulated sick leave as three and one-half (3½) hours. An absence of more than three and one-half (3½) hours but less than seven (7) hours shall be deducted from accumulated sick leave as seven (7) hours. An absence for more than seven (7) hours but not more than ten (10) hours will be deducted from accumulated sick leave as ten (10) hours.
8. Bereavement shall be provided per the collective agreement, based on the normal ten (10) hour work day for the Employees, and not pro-rated.
9. Any changes to scheduled hours of work will be provided to employees affected in writing with at least two (2) weeks advance notice. The shift change must be for a minimum of six (6) weeks, unless the change is to cover the absence of another

employee (sick, vacation, etc.) in which case it may be for a shorter duration as required by the absence.

10. The shift premium outlined in Article 16.01 will be paid for all hours worked in any regularly scheduled shifts that begin prior to 7:00 AM or end after 6:00 PM Monday to Friday, and all regularly scheduled hours worked on Weekends. This applies to shifts scheduled by the employer, and not flex-time arrangements.
11. All other collective agreement provisions shall apply.

**Letter of Understanding
Job Creation / Employment Development Programs**

- between -

The Corporation of The City of Cambridge

- and -

The Canadian Union of Public Employees, Local 1882

Should the Employer participate in any of the Job Creation/Employment Development programs (educational co-op programs, job shadow programs) the following shall be adhered to:

- a) Government funded Job Creation/Employment Development Programs, to include but not limited to Ontario Works and Employment Ontario, shall not be used to displace or replace the work of bargaining unit employees, or students or volunteers or positions in the bargaining unit. These programs shall not exceed six (6) months in duration. Longer periods of time may be mutually agreed by the parties. The Employer agrees that the clients/placements shall not be placed into any positions that is covered by the Collective Agreement.
- b) That no permanent employees would lose their job or be laid off as a result of these programs.
- c) That the work to be done will be instructional in nature and to gain work experience, in accordance with applicable legislation, over and above work normally performed by the Union.
- d) That all necessary personal protective equipment will be issued and training will be provided as required.
- e) High School or individual job shadow placements that are unpaid will be allowed providing they comply with (a) to (d) above and do not exceed five (5) days. Longer periods of time may be mutually agreed by the parties.
- f) Any High School, University or Community College co-op program students who are hired for the duration of their co-op term shall be considered as temporary employees under the Collective Agreement and shall pay union dues.
- g) Where an individual is participating in a job creation/employment development program with a fixed rate of pay below that in the Collective Agreement, such program may be allowed upon agreement with the Union.
- h) Where no compensation is contemplated under the program criteria, the Employer may participate in no more than ten (10) placements per year; each placement shall be a duration of no more than 220 hours. Additional placements in excess of ten (10) and/or longer duration may be mutually agreed upon by the parties.

Original Date of Agreement February 10, 1997.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Merger, Amalgamation of Services
- between -
The Corporation of The City of Cambridge
- and -
The Canadian Union of Public Employees, Local 1882

Should a plan be approved to merge, amalgamate or combine any of the City of Cambridge's operations or functions with another municipal or private sector employer, or transfer any of its operations or functions to another municipal or private sector employer, the Corporation will contact the Union immediately.

The City and the Union will meet, without delay, to discuss the City's plan. Should the plan be approved, the parties will meet with the new municipal or private sector employer(s) in order to attempt to resolve the retention of seniority rights, salary and wage levels, vacations and premiums, for each employee who will be transferred to the other municipal or private sector employer.

The parties to this letter agree that a process which allows local layoffs and bumping prior to any transfers taking place is a preferred option, and agree to pursue this, or any other process which will assist with employment preservation for affected employees of the Corporation while engaged in the meetings noted above.

Original Date of Agreement June 17, 1999.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding

Flex-time

- between -

The Corporation of The City of Cambridge (Employer)

- and -

The Canadian Union of Public Employees, Local 1882

The parties agree to Flex-time arrangements for CUPE 1882 employees, for the purposes of adjusting the normal hours of work and lunch periods/breaks. Requests for such arrangements and Flex-time guidelines will be as follows:

1. Hours of Work/Core Hours: Where the normal hours of work are 8:30 a.m. to 4:30 p.m., the Core Hours for the purposes of Flex-time arrangements are 9:30 a.m., to 3:30 p.m. Where the normal hours of work are not 8:30 a.m. to 4:30 p.m., the designated core hours will not apply. The hours of work will be arranged on an individual and/or team basis, recognizing there can be no reduction in the level of service to the public. The Core Hours will be determined by the Department Head, or their designate.
2. Lunch periods can be a minimum of thirty (30) minutes up to a maximum of ninety (90) minutes in length. There are normally two fifteen (15) minute breaks in the work day. Employees must work a seven (7) hour work day.

Lunch periods and breaks will be scheduled within the Core Hour period. Employees are encouraged to take sufficient lunch periods/breaks in the normal work day.
3. Overtime: Overtime shall be in accordance with the collective agreement.
4. Employees wishing to request Flex-time Arrangements shall complete the "Request for Continuous Flex-time Arrangement" form and submit it to their immediate Supervisor. The Supervisor will initiate discussion with the appropriate staff members and respond to the Employee's request. The Supervisor may consider various options in order to accommodate Flex-time requests. A temporary employee will not be granted flex hour arrangements over a permanent employee.

Seniority may be a deciding factor when identical requests are received from more than one employee in a Division, but will not affect an Employee who has an approved arrangement in place.

The Employer or Employee(s) may request a cancellation or change of any approved Flex-time arrangements due to operational, staff or personal changes. Seniority will not be a deciding factor when such changes are being considered.

The Supervisor or Employee is required to give at least ten (10) working days' notice for the cancellation or change of any approved Flex-time arrangements, unless a shorter notice period is agreed by the employee, supervisor, union, and employer.

5. The Flex-time arrangement shall be mutually agreed upon between the Employee and the Supervisor. If the Employee does not agree with the Supervisor's response, the request may be forwarded to the Department Head, or their designate. Should an agreement not be reached or a Flex-time Arrangement request not be approved, the Employee's hours of work will not change.
6. All other terms and conditions of the collective agreement shall apply.
7. This letter of understanding may be terminated by either party with thirty (30) calendar days written notice.
8. This agreement is without prejudice or precedence.

Original Date of Agreement March 2, 1998.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Job Share
- between -
The Corporation of The City of Cambridge (Employer)
- and -
Canadian Union of Public Employees, Local 1882

The parties agree to Job Share arrangements for CUPE 1882 employees. Requests for such arrangements and conditions of employment shall be as follows:

1. Structure of the Job Share – The job description and approved complement will not be affected by a job share request. In the event of an approved arrangement, the position will be shared by two (2) incumbents, whose status will be as part-time employees. Once approved, the remaining portion of the position will be posted in accordance with the collective agreement and any applicable City of Cambridge policies.

The trial period of forty (40) working days applies to the job share in accordance with the collective agreement, and if either incumbent decides not to remain in the job share within the trial period, both shall return to their original positions and the job share request will be reviewed.

2. Pay rates, benefits, hours of work, etc. – The applicable pay rate, benefits, etc. shall apply for the position in accordance with the collective agreement, insurance carrier policies, OMERS regulations, etc. Health benefits, sick leave, vacation, seniority, etc. and any applicable allowances, i.e. mileage, clothing, will be provided in accordance with the collective agreement.

The hours of work for each incumbent shall be per the approved job share arrangement.

3. Job share request, approval for arrangement – The employee requesting a job share arrangement shall present the request to their Supervisor and shall be responded to by the Department Head or designate. The request shall indicate the hours of work the employee is seeking, which can be no less than two (2) full days per week or five (5) - half (1/2) days per week. If approved, the vacant portion of the job share will be posted.
4. Work flow/tasks, scheduling breaks/lunches, overtime, night meetings etc. – Work flow, duties, scheduling, etc. shall be approved by the Supervisor. If one incumbent is not available for their hours of work and the Department determines the need for those hours to be filled, those hours will first be offered to the other incumbent in the shared position. Overtime will be offered in accordance with the collective agreement.

5. Employee wishing to leave the job share arrangement – An employee who no longer wishes to remain in a job share arrangement shall either post out to another position, or terminate their employment.

The remaining incumbent may choose to become the sole incumbent in the original position. The department will review operational considerations if the remaining incumbent wishes to continue in the job share arrangement. If approved, the job share portion that is available will be posted and filled in accordance with this letter of understanding.

If there are no successful applicants, the remaining incumbent will again be offered the opportunity to become the sole incumbent in the position.

6. Other:

Job share postings may only be filled by permanent or temporary employees who are employed by the City of Cambridge at the time of each posting.

All other terms and conditions of the collective agreement shall apply.

The parties agree there will be a six (6) month trial period from the commencement of the first job share arrangement. At the end of the trial period the arrangement will be reviewed and amended, if required, by the parties.

This letter of understanding may be terminated as a last resort by either party at the end of the review period.

This agreement is without prejudice or precedence.

Original Date of Agreement December 9, 1997.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding

Wearing of Shorts

- between -

The Corporation of The City of Cambridge

- and -

The Canadian Union of Public Employees, Local 1882

The parties are desirous of promoting employee clothing comfort in the performance of City work during warm weather while ensuring the maintenance of employee safety. Accordingly, the parties agreed as follows:

1. Effective the date of signing of this settlement, short pants may be worn during the warm weather season, from May 1st to Thanksgiving weekend.
2. Employees who work predominantly outdoors shall have the option, in accordance with this agreement, of wearing short pants during the above period while the employee is working outdoors.
3. Employees are required to work in a safe manner and wear protective clothing appropriate to their occupation and work site. Crews will be consulted immediately following the signing of this Letter in an attempt to reach a mutual understanding regarding which areas or during which operations employees will be permitted to wear shorts. Should an agreement not be reached, Supervisors shall advise their employees whether shorts are permitted or not and the decision of the Supervisor is final and shall not be grievable.
4. The short pants will be of a reasonable length. As a guideline, approximately two to four inches above the knee would be considered to be reasonable. The short pants will be a reasonable work clothes style/colour, e.g. navy, dark green, beige. The short pants will not be provided by the City as part, or in addition to, the present clothing issue.
5. An employee who opts to wear short pants, in accordance with this agreement, shall have on his/her person at all times a pair of long pants.
6. An employee who does not have the appropriate clothing in their person shall be required to obtain the appropriate clothing on their own time, without pay from the Employer. Employees shall be subject to disciplinary action if they do not have the appropriate clothing on their person.
7. The Employer shall ensure that all Supervisors are informed of this agreement.
8. The agreement may be terminated by either party with five (5) days written notice.
9. This agreement is without prejudice or precedence.

Original Date of Agreement June 25, 1999.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Emergency Plan
 - between -
The Corporation of The City of Cambridge
 (the Employer)
 - and -
Canadian Union of Public Employees, Local 1882
 (the Union)

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 when there is a declaration of emergency or EOC activation, when the automated first call goes out.**
2. **As appropriate**, the parties shall meet 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.**

Original Date of Agreement July 14th, 2010.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Telework Agreement
- between -
Between The Corporation of The City of Cambridge
(the Employer)
- and -
Canadian Union Public Employees, LOCAL 1882
(the Union)

1. The purpose of Telework is to provide the ability for individuals to complete some of their major job duties from home. The premise is that overall productivity be maintained as a result of telework and that telework provides environmental benefits and work/life balance benefits. In addition, it is recognized that the ability of the organization to offer telework opportunities must always be balanced with the need to provide effective internal and external customer service.
2. Members of Local 1882 may make application to telework by submitting a "Request for Telework" form. Forms will be submitted to the employee's immediate supervisor, with a copy to their department head, no later than October 31st of each year.

 Note: Employees already working in a telework arrangement at the time of signing this agreement do not need to reapply per item 2 above.
3. The form will include:
 - a. The proposed telework schedule
 - b. Job tasks to be completed while working from home
 - c. Technology that is required in order to complete tasks and maintain communication.
4. Supervisors receiving requests will initiate discussion where appropriate, and respond to the employee indicating whether the request is accepted or denied. Decisions shall be made in good faith. Except where it is alleged that a decision has not been made in good faith, decisions to accept or deny a telework request shall not be subject to the grievance procedure outlined in the collective agreement.
5. It is expected that individuals working from home will be available to be contacted by phone and/or email for business purposes. The employee and their supervisor will agree on the hours that the employee will be available for contact.
6. Individuals booking medical appointments under Article 21.04 are expected to, where possible, book the appointment on days when they are working from home.
7. Any overtime requests while working telework must receive prior approval of their supervisor.

8. In the consideration of identical telework requests by two or more 1882 members, seniority shall be a deciding factor. This will not affect an Employee who has an approved telework arrangement in place, or any employee with a flex time arrangement in place.
9. The supervisor or the employee may cancel an individual telework arrangement with 30 calendar days' notice. The timeframe may be shorter than 30 days if mutually agreed to by the parties.
10. All other terms of the collective agreement will apply.
11. This agreement is without prejudice and may be terminated by either party with 30 calendar days' notice. The timeframe may be shorter than 30 days if mutually agreed to by the parties.

Original Agreement Signed July 14th, 2010.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Programmers Aging at Home
- between -
Between The Corporation of The City of Cambridge
(the Employer)
- and -
Canadian Union Public Employees, LOCAL 1882
(the Union)

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 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.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

Letter of Understanding
Clothing Allowance for Adult Day Program Staff
- between -
The Corporation of The City of Cambridge
(the Employer)
- and -
Canadian Union Public Employees, Local 1882
(the Union)

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.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

**Letter of Understanding
Extended Hours of Work Service Cambridge**

- between -

The Corporation of The City of Cambridge (The Employer)

- and -

The Canadian Union of Public Employees, Local 1882 (the Union)

With the implementation of Service Cambridge, extended hours of operation beyond 8:30 am to 4:30 pm are to be evaluated in order to assess the needs of providing service to the public by phone and via services provided over the counter. The parties are of mutual understanding with respect to the following:

1. Regular hours of work for part-time Customer Service Representatives (CSR) at City Hall shall be scheduled between the hours of 7:00 am and 6:00 pm, Monday to Friday.
2. Part-time Employees in Customer Service Representative's roles, whose regularly scheduled hours of work are twenty (20) hours or more per week, shall be eligible for extended health care, dental benefits, LTD, AD&D and Life Insurance, as outlined in Article 25.
3. Any changes to scheduled hours of work will be provided to Employees affected in writing with at least two (2) weeks advanced notice. The shift change must be for a minimum of six (6) weeks.
4. Full-time employees shall work thirty-five (35) hours each week, seven (7) hours per day, Monday to Friday, 8:30 am to 4:30 pm, in accordance with the Collective Agreement.
5. All other collective agreement provisions shall apply.

Original date of agreement August 8th 2017.

Renewed and signed at Cambridge, Ontario this 18th day of February, 2021.

**Letter of Understanding
Adult Day and Friendly Visiting Program Staff**

- between -

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

- and -

Canadian Union Public Employees, Local 1882 (the Union)

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.

Signed at Cambridge, Ontario this 18th day of February, 2021.