

**January 1, 2022 to December 31, 2025**

**Collective Bargaining Agreement**

**- between -**



**The Corporation of The City of Cambridge**

**- and -**



**The Canadian Union of Public Employees and Its Local 32  
(Outside Workers)**

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This Agreement made the <sup>30</sup> day of October, 2024 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 32 hereinafter called the "Union"

Of the Second Part

### **Article 1 – Purpose of Agreement**

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to cooperate in maintaining a harmonious relationship between the Employer and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

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 2 – Recognition**

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Corporation of the City of Cambridge employed in the Wastewater Division, Water Division, Roads Division, Utilities Division, Mechanic Division, Forestry Division, Horticulture Division, Arenas Division, Pools Division, Cemeteries Division, Parks Division, Operations Division, Temporary Employees as well as Maintenance Students.

### **Article 3 – Probationary Period**

3.01 (a) The Employer and the Union agree that employees covered by this agreement both present employees and new employees, following completion of a probationary period of sixty (60) working days for new employees or thirty (30) working days for temporary employees who have worked more than one term of employment shall be and remain members of the Union in good standing, except as referred to in Clause 9.01.

The employer shall provide guidance and orientation to the job during the probationary period and the supervisor shall meet with the employee to review their performance at the mid-point of the probationary period.

(b) The said probationary period may be extended a maximum of thirty (30) additional working days for new employees by mutual Agreement between the Union and the Employer.

(c) Following the successful completion of thirty (30) working days of a new employee's probationary period, said probationary employee shall be eligible for overtime provisions. Following the thirty (30) working day period, the employee will be added to the overtime list for the Division in which the

employee is working in accordance with the overtime guidelines for that Division.

#### **Article 4 – Committees**

4.01 The Employer will recognize the following Committees of employees for the respective purposes shown:

- (a) the Bargaining Committee consisting of not more than five (5) executive for the purpose of negotiating this Agreement and its renewal;
- (b) an Employee Relations Committee consisting of not more than four (4) executive and not more than four (4) representatives of the Employer for the purpose of improving communications between the Parties discussing employee training and development needs and other matters of mutual concern;

The President of the Local Union or designated member of the Local executive shall be an included member of each of the two (2) Committees referred to in sub-section (b) of Article 4.01.

- (c) the Grievance Committee consisting of not more than four (4) employees from among the elected Local Union officers.
- (d) the joint Health and Safety Committee referred to in Article 34.
- (e) **The Joint Job Evaluation Committee(s), as defined in the Terms of Reference.**

Where consent of the immediate supervisor has been obtained to attend meetings, 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 regular 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.

The National Representative of the Union may attend meetings of any of the Committees referred to in this Article.

#### **Article 5 – Management Rights**

5.01 The Employer agrees that the rights set forth in this Article shall not be exercised in a manner inconsistent with the provisions of this Agreement.

5.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, classify, transfer, layoff and suspend 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 and regulations to be observed by the employees;
- (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.

5.03 The Employer and the Union recognize that this Agreement is subject to all government regulations as they apply to employees who have served, are now serving or may in the future serve in the Canadian Forces.

## **Article 6 – Seniority**

6.01 **Seniority will be recognized and will be based on length of continuous service with the Employer from the date of being hired as a probationary employee.**

6.02 In determining the length of service for the purpose of seniority, continuity of service shall not be interrupted if:

- (a) Absence from the Employer's service for unlimited time is due to illness and attested to by a Physician's Certificate and if a suitable position is available;
- (b) Absence from the Employer's service is due to leave of absence granted by the Employer;
- (c) Absence from the Employer's service is due to service in the Armed Forces;
- (d) Absence from the Employer's service is due to a transfer approved by the Employer to essential war work.

6.03 (a) In the event of illness, it is understood that employees will not lose seniority, and will be reinstated without reduction in rates of pay in their previous position or a comparable position, subject to 6.02 above, at the termination of the said illness, provided that the employee is physically fit and has the ability to carry out their necessary duty.

- (b) A permanent employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary or partial disablement is unable to perform their regular duties, shall be given consideration in the assignment of light work.

6.04 Seniority as defined in Clause 6.01 shall be broken only under the following conditions:

- (a) If the employee quits;
- (b) If the employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) If the employee is laid off due to lack of work and not recalled for a period of twelve (12) months provided that if conditions of an unusual nature such as extremes of climate may warrant, an extension of the twelve (12) months'

period may be granted by mutual agreement of the Employer and the Union.  
An employee retains their seniority for a period of twelve (12) months.

(d) Leave of absence for one (1) year or more, except by mutual agreement.

## **Article 7 – Leave of Absence**

7.01 Leave of absence, without pay and without loss of seniority may be granted upon request to the Employer, to employees elected or appointed to represent the Union in attending to Union business. Such time shall not exceed a total of thirty (30) days in any calendar year. Request for leave will be made in writing by the Secretary of the Union providing a minimum of eight (8) days' notice of such request for leave of absence is given to the Employer. The Employer will continue to pay the Employee their regular rate of pay and will be reimbursed by the Union for the wages, pension and benefits.

7.02 **Five (5) Day Leave of Absence**, to be paid out of sick pay, will be granted to all employees on the birth or adoption of a **child**.

**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).**

7.03 An employee having been granted an unpaid Leave of Absence for a period in excess of one (1) month, shall be given the opportunity to pay the full premiums for Plans and Group Life Plan listed in Article 33 (Employee Benefits) for the remainder of the Leave of Absence, otherwise these benefits will cease to be in force until their return to work.

7.04 **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 8 – Union Security**

8.01 **The Employer will retain in its employ under the terms of this agreement, only members of the Union in good standing. The Union shall be the sole judge of the good standing of its members.**

8.02 The Employer agrees to deduct from every employee any monthly dues or assessments levied, upon receipt of a written request from the Secretary of the Union, in accordance with the Union by-laws, and owing by the employee to the Union. Deductions shall be made by the Payroll Section on every pay day of each month and shall be forwarded to the Secretary-Treasurer of the Union not

later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made, a copy of which shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees.

- 8.03 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.
- 8.04 The employer agrees to supply the Union with a list of 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 Employer for disclosing such information.

### **Article 9 – Temporary Employees**

- 9.01 A temporary employee is one who has been hired to work the regular number of hours in the hiring department for a specified period of time of nine (9) continuous months or less, or as replacements for employees absent due to illness, injury or leaves of absence under this Collective Agreement. Temporary employees shall mean employees who are not considered permanent employees. Any employee retained for a period of more than nine (9) continuous months shall automatically be posted to the permanent staff and shall commence acquiring seniority, except where the absence due to illness, injury, or leave of absence exceeds nine (9) months. In such case, the length of temporary employment shall be for the duration of such absence due to illness, injury or leave of absence. If the temporary employee is placed in a permanent position, their seniority will date back to the date of being hired as a probationary employee. Hourly rated temporary employees hired shall within thirty (30) working days after the commencement of their employment, obtained from the Financial Secretary or other authorized representative of the Union, a working permit covering the duration of their employment, the levy for such permit not to exceed the current Union dues. Union dues shall be deducted from commencement of employment on each and every pay day and represent the levy for a working permit while on probation or as a temporary employee.
- 9.02 The Secretary and President shall be advised within five (5) working days of start date by letter of any hiring of any temporary employees in the bargaining unit.
- 9.03 The Employer agrees that students will not in any way displace regular employees, nor will they be retained in or granted work or prearranged overtime in preference to regular employees.
- 9.04 In the event a regular employee is not available to temporarily fill a position of higher classification than the employee's normal classification, a student or other temporary employee may fill the position temporarily.

Temporary employees and students required to operate equipment listed in Schedule B of this agreement will be paid a premium of seventy-five cents (\$.75) per hour over their regular rate

- 9.05 Temporary employees while on winter lay-off December 1<sup>st</sup> – March 31<sup>st</sup>, can indicate on the first day of each month by phone into Public Works their availability to work as required and are eligible for overtime after all full-time staff have been asked.

#### **Article 10 – No Discrimination**

- 10.01 The Employer agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, **gender identity**, age, record of offences, marital status, family status, disability (**mental or physical**), or membership, or non-membership of any labour organization or by reason of any activity or lack of activity in any labour organization, by dependents of the employee.
- 10.02 The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of membership or non-membership, activity or lack of activity in any labour organization, or because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, **gender identity**, age, record of offences, marital status, family status, or disability (**mental or physical**).

#### **Article 11 – Bereavement**

- 11.01 (a) All employees covered by this Agreement shall be granted a maximum of five (5) days leave of absence without loss of pay in the case of the death of a parent, step-parent, current spouse, same sex partner, common law spouse, brother, sister, son, daughter, step-son, step-daughter, mother-in-law, father-in-law and grandchildren and grandparents of the employee or their spouse.
- (b) In the case of death of a sister-in-law or brother-in-law, the employee will be granted up to three (3) days off with pay.
- (c) All employees covered by this agreement shall be allowed to have one (1) day off **with** pay in case of the death of an aunt or an uncle, **paid out of the sick bank. The use of sick days for this purpose, will not reduce the number of available sick days below twelve (12).**
- (d) Due to extenuating circumstances, additional time off will be considered by the immediate Supervisor upon request, said additional time to be deducted from accumulated sick pay. If any of these days fall on a day which the employee would be required to work, the employee shall be paid for same. It shall be the employee's responsibility to notify their supervisor as soon as possible following such bereavement. **The use of sick days for these extenuating circumstances, will not reduce the number of available sick days below twelve (12).**
- (e) 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 **and will be a paid day.**
- (f) Employees will be permitted to save unused bereavement leave within the maximums outlined in Article 11 for related services after the date of the

funeral, ie. Memorial service, spring interment, etc. Regularly scheduled unpaid days off shall not count in the maximum provision amounts.

- (g) Definition of spouse is: married, same-sex partner and common law.

## **Article 12 – Promotions and Vacancies**

- 12.01 For the purpose of applying the seniority provisions of this contract in the event of job postings for vacancies or of layoffs, **seniority will be recognized and will be based on length of continuous service with the Employer from the date of hire.**
- 12.02 All permanent **and** temporary vacancies shall be posted on the **electronic** bulletin board (**ie. City's career page and website**) for not less than five (5) working days.
- 12.03 **All** postings shall be filled on a bargaining unit wide basis in accordance with the minimum qualifications outlined in the **job description or Job Analysis Questionnaire**. These qualifications will appear on the posting.
- 12.04 Vacancies may be filled from full-time candidates who applied for a previous posting for the same position if the previous posting occurred within two (2) months. If the position **fell vacant due to the candidate being returned to their previous position, the original posting may be used to fill the position, up to three (3) months.**
- 12.05 **Positions may be advertised externally at the same time as posted internally, provided that applications from current permanent bargaining unit members are fully processed prior to other applicants being considered. The Employer may consider underfilling a position with internal applicants, where proficiency and minimum requirements can be achieved through appropriate training, within a reasonable time frame.**
- 12.06 **Knowledge, skills, and experience shall be considered** for all promotions; where these are **relatively** equal, seniority shall govern.
- 12.07 The name of the successful applicant shall be posted within fifteen (15) working days of the last day of posting of the vacancy.

**Note: Current employees shall be grandparented through the Qualls program until such time that the Job Banding comes into effect on January 1, 2024.**

- 12.08 **Temporary vacancies will be filled in the following manner once the department has determined it is necessary to fill any vacancy.**
- (a) The temporary vacancy shall be posted when it is known the absence will be in excess of ninety (90) calendar days duration and shall be posted in accordance with Article 12. Such temporary vacancies may be filled in a manner at the discretion of the employer if they do not exceed ninety (90) days.
- (b) The Employer is required to fill up to two (2) vacancies through the posting procedure as a result of the original temporary vacancy occurring, so long

as those subsequent vacancies exceed sixty (60) calendar days in duration. If more than two (2) vacancies occur as a result of the original vacancy, the Employer at its discretion may then directly hire a temporary employee to fill any subsequent vacancy.

- (c) Upon completion of the temporary vacancy the permanent employees who filled this position and any back-filled position shall be returned to their former position

#### 12.09 **Acting Lead Hand**

- (a) The Employer will appoint an **Acting Lead Hand** where there is an **operational need for up to twenty (20) working days** where two or more employees will be regularly reporting to the position. The appointment of an **Acting Lead Hand** is at the sole discretion of the Employer.
- (b) **If the Lead Hand vacancy is longer than twenty (20) working days, Article 12.08 will apply.**
- (c) The Employee with the longest service with the work crew (defined as those employees who regularly report to the Manager where the vacancy arose) shall be appointed, provided always that such temporary appointee has **the qualifications and ability to do the work of Lead Hand as determined by the supervisor/manager**. The duration of such temporary appointment shall not exceed one (1) month after which Article **12.08** above shall apply.

- 12.10 (a) Any employee making a change or accepting a promotion, shall not have more than thirty (30) days **worked on a trial basis** and must be prepared to remain in their new position for the full thirty (30) **days worked**. Any employee **unsuccessful in their new position during** a trial period, or any employee who wishes to return to their former position shall, within ten (10) days of the request, be returned to their former position, or an equal position if their former position no longer exists. Any other employee subsequently promoted or transferred as a result of this posting shall be returned to their former job without loss of seniority.
- (b) **During the trial period, employees may be considered for overtime at the supervisor's discretion and only after the overtime list has been exhausted.**
- (c) Any member of the Union accepting a position **outside of the bargaining unit and in the continued service with the Employer** shall not have more than **six (6) months** to return to their former position. **While outside the bargaining unit the employee shall continue to pay dues to Local 32 and their seniority shall be frozen but shall not accrue. The Union and Employer may mutually agree to extend six (6) months to cover legislated leaves but at no point shall a member be outside the bargaining unit for greater than eighteen (18) months.**

- 12.11 An accurate seniority list shall be posted every six (6) months, and a copy supplied to the Secretary of the Union.

**In addition, the Employer will provide the Secretary of the Union with a**

**listing of all temporary employees, including the position they are occupying, their date of hire and the expected end date of the assignment.**

- 12.12 While reserving its right to determine the methods by which Municipal services are to be provided, the Employer agrees that no regular employee with two (2) or more years seniority shall be laid off work as a direct result of contracting out present work or services of a kind presently performed by its employees.
- 12.13 Any employee required **to take on the role** of a higher rated position shall, having performed in such higher rated position for one (1) hour, be paid the higher rate for all hours worked in that position. It is understood that the above will apply to each separate occasion of such transfer and it is agreed that the Employer will not assign such work on an alternating basis simply to avoid paying the higher rate. This does not apply during the training period for the higher rated piece of equipment while being supervised.
- 12.14 An employee may be temporarily assigned **the work of a lower rated position** and the employee's rate shall not be affected.

### **Article 13 – Lay-off and Re-call Procedure - New**

- 13.01 (a) The Employer agrees that in the event of a layoff, employees will be laid off in the reverse order of their bargaining unit seniority in the **division** where they are employed, provided the senior employee(s) have the **requirements, skills and abilities** to perform the work available.
- (b) Laid-off employees will be recalled in the order of their bargaining unit seniority. If a specific position is to be laid off, then the employee(s) in the specified position(s) will be laid-off and they in turn shall be permitted to bump into any other less senior position **which they are qualified to perform**. Employees shall be allowed to bump into a higher paid classification.
- (c) Permanent Layoff: The Employer agrees that in the event of a layoff, employees will be laid off in the reverse order of their seniority, provided the senior employee(s) have the skill and ability to perform the work available with a five (5) working day orientation period and no training. In the event of a permanent layoff as defined in the Employment Standards Act, all employees to be laid off will be given at least eight (8) weeks' notice of layoff. Laid off employees must exercise their bumping rights within two (2) weeks from the date they are notified of the layoff. Any other employees so bumped must exercise their bumping rights within one (1) week of their being bumped, and so on, on a one (1) week maximum basis for each involved employee.
- (d) Temporary Layoff: In the event of a temporary lay-off, as defined in the Employment Standards Act, all employees to be laid off will receive a one (1) week period of notice. At the end of the second day of the notice period, all employees wishing to bump must give their intention of the position they wish to bump into, and this, plus all resulting bumps must be completed by the end of the fifth (5th) day of the notice period.

- (e) **Reporting back After Layoff:** Employees laid off due to a reduction in staff and who fail to return to work within five (5) days (excluding Sundays and other non-working days), after notice has been sent by registered mail to the last known address of the employee, shall be considered out of service and forfeit all seniority rights, unless through sickness or any just cause agreed upon by the Employer and the Union.
- (f) In the event of layoffs, no temporary, students or probationary employees shall be retained in employment during the course of layoff to perform bargaining unit wide work.
- (g) In the event of lay-off, the Employer shall continue the payment of employee benefit premiums for three (3) full months from the end of the month of layoff. If the lay-off continues, the employee concerned shall remit to the Employer one (1) month in advance of the day premiums are payable to the Carrier the premium required to maintain the applicable coverage.

#### **Article 14 – Lead Hands - New**

- 14.01 It is recognized that Lead Hand **position**, as set out in Schedule "A" performs duties such as directing work crews and individual workers, providing training and guidance to workers, reporting difficulties (equipment, etc.) to supervisor and assisting supervisors with administrative responsibilities, such as time reporting, operations reports, customer service, etc. These duties are in addition to regular bargaining unit work performed by the Lead Hand.
- 14.02 It is clearly understood that the duties of a Lead Hand **do not** include hiring, firing, appraising or disciplining employees, nor shall the Lead Hand be required to attend regular supervisors' meetings in place of their supervisors.

#### **Article 15 – Hours of Work**

- 15.01 Hours of work and specific shifts are outlined in the table below, however the Core Business Hours for all operations will be between 6:00am and 4:00pm Monday to Friday (inclusive) and determines when shift premiums apply.
- 15.02 Day Shifts will be established within Core Business Hours, and must include five (5) consecutive, eight (8) hour workdays, OR four (4) consecutive, ten (10) hour workdays, and must have the same start and stop times for all workdays of the shift.
- 15.03 Students and temporary employees are not eligible for shift premiums.  
*\* Please refer to the LOU (Addendum to the Memorandum of Settlement) for updated entitlements.*
- 15.04 Shift premium of **\$1.75** per hour will apply to any shift that begins or ends outside of the core business hours. Any shift that begins and ends during the core business hours is excluded from a shift premium.
- 15.05 Shifts scheduled for any seven (7) day operation, must include four (4) days off in a fourteen (14) day cycle with at least two (2) of these days being Saturday and Sunday consecutively.

**\* Please refer to the LOU (Addendum to the Memorandum of Settlement) for updated entitlements.**

**15.06 Shift Changes:**

a) When the Supervisor/Manager changes the shift, affected employees will be provided with a minimum of ten (10) working days and a general notice posted in writing the same day.

b) Any positions that support the Recreational facilities (bookable facilities and spaces) may be scheduled according to program needs with five (5) days' notice.

c) Winter Roads shall be filled by an expression of interest form posted (for the affected work group) and filled in the order of seniority. Remaining positions will be assigned by the supervisor, in the reverse order of seniority with qualified and experienced staff. This applies to all positions, including Lead Hands. The union and employer shall meet to discuss if the above noted process is appropriate for any additional "seasonal shift change" situations that may arise.

**15.07** Staff will be able to switch shifts (provided it does not conflict with CVOR or Employment Standards Act) up to one business day prior to the shift and must notify the Supervisor/Manager in writing.

**15.08** A list of the current shifts are listed in the table below:

Work Crew	Shift Time	Days	Type of shift
Roads	7:00am – 3:00pm	Mon-Fri	Day
	11:00pm – 7:00am	Sun-Thurs	Alternate (Winter) max 40% of Roads employees
	Any 10 w/n core hrs		4 tens Alternate
Water	7:00am – 3:00pm	Mon-Fri	Day
	Any 10 w/n core hrs		4 tens Alternate
Wastewater	7:00am – 3:00pm	Mon-Fri	Day
	Any 10 w/n core hrs		4 tens Alternate
Utilities	7:00am – 3:00pm	Mon-Fri	Day
	Any 10 w/n core hrs		4 tens Alternate
Water PM	1:00pm – 11:00pm	Mon-Thurs	Alternate
Water PM	1:00pm – 11:00pm	Tues-Fri	Alternate
Meters	7:00am – 3:00pm	Mon-Fri	Day
	1:00pm – 11:00pm	Mon-Thurs	Alternate

Work Crew	Shift Time	Days	Type of shift
Mechanics	7:00am – 3:00pm	Mon-Fri	Day
	2:30pm – 10:30pm 11:00am – 7:00pm	Mon-Thurs Fri	Alternate Winter Shifts
Arenas	5:00am – 1:00am	7 days	Up to 3 shifts/day
Cemeteries	8:00am – 4:00pm	Mon-Sat	Day
Parks	7:00am – 3:00pm	Mon-Fri	Day
Horticulture	7:00am – 3:00pm	Mon-Fri	Day
Forestry	7:00am – 3:00pm	Mon-Fri	Day
CSO/CAT	5:00am – 1:00am	7 days	Up to 3 shifts/day
Footnote 1:	All alternate shifts will be filled through an Expression of Interest or a posting.		
Footnote 2:	Where the winter 40% ratio results in a fractional number of employees, the number will be rounded up or down to the nearest full employee.		

- 15.09 A current list, identifying all Day and Alternative Shifts by working group shall be posted on bulletin boards in the workplace.
- 15.10 Employees working eight (8) consecutive hours will be provided a twenty (20) minute lunch break, to be taken at their job site, and as close to the middle of the shift as possible.
- 15.11 Employees working ten (10) consecutive hours shall be provided a thirty (30) minute lunch break, to be taken at their job site, and as close to the middle of the shift as possible.
- 15.12 All employees shall be granted two (2), ten (10) minute, rest breaks on job site at times mutually agreed upon between the employee and the immediate Supervisor. Where the normal finish time is within three (3) hours of the end of their scheduled lunch break, the second ten (10) minute rest break may be taken immediately at the end of the lunch break.
- 15.13 Employees shall be granted five (5) minutes at the end of each shift to wash up.
- 15.14 All hours worked outside of the hours stipulated in this Article shall be deemed to be either “Stand By”, and subject to Article 16, or “Overtime” or “Call out”, and subject to Article 17.
- 15.15 The Union Executive shall have preference of a Day Shift when mutually agreed between the parties.
- 15.16 In the interests of safety, the Employer agrees to employ two (2) employees while digging any grave.

- 15.17 Employees scheduled to work funerals on weekends or paid Holidays shall be notified by Thursday whenever possible and will be paid in accordance with the overtime Article 17.

### **Article 16 – Stand-by Duty - New**

- 16.01 The Employer shall have the right to place employees on "Stand-by" duty on a rotating basis in order to respond to operational or emergency needs that fall outside of any regularly scheduled shifts.
- 16.02 a) Employees must possess the appropriate knowledge, skill, ability and certifications necessary to perform the duties required for the Stand-by, prior to being placed on the Stand-by rotation. The Manager/Supervisor will select and place on a call roster those employees who are qualified to constitute crews for Stand-by duty.
- b) Employees who express an interest in being placed on Stand-by, who are not already qualified, will be provided training to meet the qualifications within a reasonable period of time so as to be added to the Stand-by roster as soon as feasible.
- 16.03 Stand-by schedules shall be defined in the Overtime Guidelines, established and updated by the Employer **in consultation with the affected employees**.
- 16.04 Stand-by Employees shall be provided a communication device, at the discretion of their Director, and must remain available by direct telephone contact at all times. It is the Employee's responsibility to ensure the communication device is turned on and functioning. Devices not functioning must be reported to the Stand-by Supervisor.
- 16.05 While on Stand-by, Employees shall be paid as follows:
- a) Mon-Fri: one (1) hour paid for each twelve (12) hour period, or part of
- b) Saturdays/Sundays/Statutory Holidays: two (2) hours paid for each twelve (12) hour period, or part of.
- 16.06 a) On being called out, the employee shall be paid in addition to Stand-by pay at the rate of time and one half (1 ½) for all time worked, double time (2) for Sunday or Holidays; with a minimum of two (2) hours.
- b) Any employee who is on Stand-by for eight (8) hours or more and who is called out will receive double time (x2) for the first two (2) hours of the first call only, each day, with a two (2) hour minimum.
- 16.07 Should an employee on Stand-by be called and cannot be reached or fails to report after being reached, the employee's Stand-by pay for that day will not be paid, and the employee may be subject to disciplinary action.
- 16.08 Staff will be able to switch Stand-by shifts (provided it does not conflict with CVOR hours of work or Employment Standards Act) and must notify, within a reasonable time frame, and obtain approval from your Supervisor/Manager or the on-call Supervisor/Manager.

- 16.09 When an employee who is **on stand-by** requires additional help with overtime (whether long or short term), the **next subsequent employee on the stand-by list** shall be called out whenever reasonably possible.

## **Article 17 – Overtime**

- 17.01 Any time worked beyond: the standard workday, **alternate shift**, standard work week, or on a holiday, will be considered as overtime and will be paid for as follows:

- i) **Scheduled Overtime - employees will receive no less than two (2) hours advance notice of such overtime (ie. Snow event, low priority water main repair, Christmas parade, Fall Fair, sports tournament, etc.)**
- a) On a regular scheduled shift, where the overtime is immediately consecutive (prior to, or following) **to the normal work shift**, hours worked will be at **one and one half (1 ½) times the rate of pay**. Any hours worked beyond twelve (12) hours will be at **two (2) times the rate of pay**.
- b) On first regularly scheduled day off - **one and one half (1 ½) times the rate of pay**.
- c) On the second **and third** regularly scheduled day off - **two (2) times the rate of pay**.
- d) On all statutory holidays, or days designated as such – **two (2) times the rate of pay**, plus **the normal day's pay** in accordance with **Article 21**.
- e) Should an employee who has been notified of their requirement to work overtime in accordance with the foregoing, have such overtime cancelled and not be given notice of such cancellation at least one (1) hour prior to the scheduled commencement of such overtime, the employee will be paid two (2) hours pay at their regular straight time hourly rate.

### **17.02 Call Out:**

**Any time an employee who is not on Standby and called into work, that's unexpected, and unforeseen (ie. High priority water main repair, sewer blockage, traffic signs, traffic accident road closure, etc.)**

- i) **Employee who is called out (and not on Stand-by), will receive the first two (2) hours paid at two (2) times the rate of pay, with a two (2) hour minimum; each time the employee is called out, provided the employee has completed their original call out and left the workplace.**
- 17.03 Overtime shall be rotated in each **business unit** as far as is reasonably possible among those employees who are responsible for the work as per their classification/position who normally perform the work to be done. All call-out hours to be added to overtime list with scheduled overtime for the purposes of rotation.

- 17.04 The principle of low hours distribution for overtime will be used in all work areas. Specific guidelines will be posted by the Employer in work areas outlining that work area's process for low hours overtime distribution. **All overtime hours offered (accepted, declined, or where no response was received), shall be recorded on the overtime list, for the purpose of fair distribution of overtime.**
- 17.05 Employees will not be required to lay off during regular hours to equalize any overtime worked.
- 17.06 Employees who work twelve (12) or more consecutive hours, **or five (5) or more consecutive over-time hours on Saturday, Sunday, or their day off**, shall be entitled to a meal allowance of **fifteen (\$15.00) dollars.**
- 17.07 At the time of hiring, all new employees will be informed that overtime is a condition of employment.

### **Article 18 – Lieu Time**

*Note: Currently being held in suspension, superseded by the active (renewable) Lieu Time LOU for the life of that LOU. Should that LOU expire, Article 18 becomes live/enforced in the contract again.*

#### **The parties agree to the provision of banking Lieu Time as an alternative to receiving payment for overtime worked under the following conditions:**

- 18.01 As an alternative to receiving payment for overtime worked (not including stand-by hours) at the applicable rate, employees shall have the option of accumulating one time per year up to eighty (80) hours of overtime at the applicable rate. If the employee chooses to accumulate lieu time, they will continue to accumulate lieu time until they reach eighty (80) hours, or until they decide to make a withdrawal from their lieu time bank.
- 18.02 Employees who are interested in banking overtime to be taken off as time in lieu shall indicate in writing that they opt to bank overtime for the purpose of taking the time off in lieu no later than December 18<sup>th</sup> in a year. The option selected by an employee remains in effect for the remainder of the following calendar year and cannot be changed through that year.
- 18.03 Any additional hours over and above eighty (80) hours due to converting overtime hours worked at the applicable overtime rate are paid out to the employee.
- 18.04 A list of such accumulated lieu hours will be maintained by management.
- 18.05 These accumulated hours shall be taken off as lieu time at a time mutually agreed between the supervisor and the employee. Requests will not be unreasonably denied.
- 18.06 Lieu time is to be taken in blocks of eight (8) hours, four (4) hours or as little as two (2) hours. However, at the sole discretion of the Employer, exceptions may be granted. Lieu time can be taken for up to five (5) consecutive days.
- 18.07 An employee who has exhausted vacation, floating, etc. entitlements will be permitted to request lieu time during November and December, provided the time

is booked and approved prior to October 31<sup>st</sup> in the calendar year they've elected to bank overtime.

- 18.08 Any overtime hours that have been accumulated by employees and not taken off as lieu time, or booked as per 18.07, by October 31<sup>st</sup> by the employee, such accumulated overtime will be paid out as soon as possible after October 31<sup>st</sup>.

### **Article 19 – Rates of Pay**

- 19.01 See Schedule "A" attached hereto, which forms an integral part of this Agreement.
- 19.02 (a) The Employer agrees to pay wages every Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- (b) Arena and Parks employees to be paid five (5) days every Thursday.
- 19.03 A special exhumation pay of triple (3x) the regular wages shall be paid to cemetery employees, while performing exhumation on any grave.
- 19.04 Both parties recognize the historical practice of employees assisting fellow employees in orientation and sharing job knowledge. However, where an employee is specifically designated by the Employer to be a trainer, the employee will receive an hourly premium of **three dollars (\$3.00) per hour, for all hours spent training**. Examples of this are, but are not restricted to, driver trainers, equipment trainers, first aid trainers, etc.

### **Article 20 – Vacations**

- 20.01 Vacations with pay shall be granted employees under the following schedule for the term of this contract:

2 weeks after 1 year of service  
3 weeks after 4 years of service  
4 weeks after 9 years of service  
5 weeks after 15 years of service  
6 weeks after 23 years of service  
7 weeks after 29 years of service

In addition to the above, any employee who has reached entitlement for three (3) weeks' vacation or more shall accumulate increased vacation beyond the entitlement noted above at the rate of one (1) day for every two (2) years worked until the next level of entitlement noted above is reached. Employees shall continue to accumulate increased vacation at the rate of one (1) day for every two (2) years worked after the maximum entitlement is reached.

Students and Temporary employees will have their vacation pay processed on each pay.

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

- 20.02 Vacation pay will be paid at the rate of four (4%) percent, six (6%) percent, eight percent (8%), ten percent (10%), twelve percent (12%) percent, and fourteen percent (14%) as applicable, of the gross wages earned during the fiscal year

July 1 to June 30. 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 (.4) of one percent (1%) for each day of entitlement.

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

Any difference between the normal vacation payment and the percentage of gross pay will be paid on or before August 15<sup>th</sup>. Employees hired after the date of ratification (June 21<sup>st</sup>, 2013) of this agreement will not be entitled to vacation top up.

- 20.03 Employees who cannot be granted their two (2) weeks' vacation during the months of June, July, August and September due to the nature of their work, shall be granted one (1) extra week of vacation at a time mutually agreeable to the employee and the Employer.

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

- 20.04 (a) Employees with less than one (1) years' service shall be entitled to vacation with pay in accordance with the following schedule:

1 months' service	-	1 days' vacation
2 months' service	-	2 days' vacation
3 months' service	-	2 1/2 days' vacation
4 months' service	-	3 1/2 days' vacation
5 months' service	-	4 1/2 days' vacation
6 months' service	-	5 days' vacation
7 months' service	-	6 days' vacation
8 months' service	-	7 days' vacation
9 months' service	-	7 1/2 days' vacation
10 months' service	-	8 1/2 days' vacation
11 months' service	-	9 1/2 days' vacation
12 months' service	-	10 days' vacation

- (b) **Employees with less than one (1) years' service may request to advance vacation days, to a maximum of their entitlement, with supervisor's approval; provided they have exhausted all available lieu bank.**

- 20.05 An employee can receive their full vacation pay on the last working day preceding their vacation, provided the employee gives such notice for vacation pay to the office of the Human Resources Services Division not less than ten (10) working days preceding the week of vacation.
- 20.06 Where the vacation period taken by an employee under the provisions of the preceding paragraph includes one (1) or more statutory holiday, then such statutory holiday shall be taken at a time suitable to the employee and the Employer.
- 20.07 A request list for the scheduling of vacation for the vacation year beginning July 1<sup>st</sup>, shall be available by May 5<sup>th</sup>, and the final vacation list shall be completed by May 15<sup>th</sup> in each year. A list of employees' vacation periods shall be posted not later than June 1<sup>st</sup> and subject to the provisions of Section 20.03, seniority shall rule in choice of vacation. Vacations not requested by May 15<sup>th</sup> will be granted on a first come, first served basis. **Vacation requests shall be considered before lieu time requests.**
- 20.08 Vacation entitlement must be taken during the period of July 1<sup>st</sup> to the following June 30<sup>th</sup>. There shall be no carry over of vacation from year to year unless due to extenuating circumstances agreeable to both the Employer and the Union.

#### **Article 21 – Statutory Holidays**

- 21.01 The following holidays will be observed:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	1/2 day December 24
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	1/2 day December 31
Civic Holiday	

Note: The parties agree that the one-half (½) day before Christmas and New Years listed above may be reviewed, and an alternative work schedule (i.e. one full day rather than two half days) may be considered on a year-to-year basis. Any alternative work schedule must only be implemented with the agreement of both parties and must not reduce the overall entitlement.

- 21.02 Heritage Day shall be allowed as a floating holiday and will be available to full time staff only.

Remembrance Day will be allowed as a floating holiday, and will be available to full time staff only.

Floating holidays will be taken in the same twelve (12) month cycle as annual vacation (currently July 1<sup>st</sup> to June 30<sup>th</sup>).

- 21.03 Holidays declared by the Ministry of Labour that fall on Saturday or Sunday, will be observed on Monday or Friday for Monday to Friday shifts. Holidays declared by the Ministry of Labour that fall on Saturday or Sunday, will be observed on that day for seven day shifts.

- 21.04 Pools, Arenas and Parks employees, if they so choose, to receive a day off in lieu, to be mutually agreed upon between the employee and their Supervisor, when a holiday granted under this Article 21 falls during the employee's shift. In such case, the premium pay for working on the holiday will not apply.
- 21.05 The Employer agrees to pay statutory holiday pay equal to the hours of work then in effect as set out in Clause overt above at the then current basic rate of the employee concerned without requiring such employee to work on the holiday hereinbefore mentioned whether or not such holiday falls on a standard work shift day.
- 21.06 Employees working for a period of not less than five (5) consecutive working days (or four (4) consecutive working days where the holiday falls on a Friday) at a higher rated position immediately before a holiday shall be paid at the higher rate for the holiday.

## **Article 22 – Sick Leave**

- 22.01 Employees will be granted one and one half (1 ½) days per calendar month sick leave accumulation to be unlimited. Employees claiming sick leave are required to report to the authorized personnel whose names are posted in the appropriate department not later than fifteen (15) minutes prior to their starting time in order to receive payment for that day; provided that an employee reporting sick and indicating extended time off will be required, shall not continue to report until the employee is prepared to return to work. Sick leave payment shall be paid upon satisfactory proof of illness or on a Doctor's Certificate provided all terms of this clause are adhered to. The Employer reserves the right to request the employee to submit to a Doctor's examination of their choosing, provided that in the event of a difference of Medical opinion, a third (3<sup>rd</sup>) Doctor agreeable to both parties shall act as Umpire of the problem, and the third (3<sup>rd</sup>) Doctor's opinion shall be binding on the parties of this Agreement. Temporary employees while working under this Agreement will be required to supply a Doctor's Certificate for all absenteeism to claim sick pay under this Agreement. Students working under this agreement will not be entitled to sick days until after the completion of four (4) consecutive months of employment.

The Employer has the right to require any employee who is off on sick leave for more than four consecutive days to have a non-occupational work limitation form completed by their physician 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 Corporation will pay the cost to have the physician complete the Corporation's non-occupational form.

- 22.02 Where the requirement for a Doctor's Certificate to support a claim for sick leave payment has been pre-established by a letter to the employee, such Certificate must be presented to the Employer by the employee no later than the date the employee returns to work. Failure to comply with the above will cause the employee to be ineligible for payment. Where the employee was unable to secure

the certificate prior to their return to work solely due to the Doctor not providing same in time or the Doctor not being available the employee will be excused from the above requirement.

- 22.03 Employees who have had ten (10) separate occurrences of absence due to sickness in a calendar year will not be paid for the next three (3) days of absence due to illness in the calendar year.
- 22.04 Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to their credit.
- 22.05 If an employee is absent from work due to illness or for any reason other than Workplace 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.
- 22.06 The City's Corporate Absentee Policy, as amended by the employer from time to time, shall not contravene Article 22.
- 22.07 In accordance with Section 352 (65) of the Municipal Act and the By-law of the Corporation of the City of Cambridge respecting accumulated sick leave gratuities, upon the termination of their 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 (½) the number of days standing to the employee's credit and in any event, not in excess of the amount of one half (½) 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 two (2) years continuous service, or hired after December 31, 2012.

Employees hired on or after December 31, 2012 will not be eligible for any payment under this clause.

### **Article 23 – Clothing**

- 23.00 The **Employer** shall determine the applicable clothing issue (a) or (b) for each new **permanent** employee and (c) and (d) for students and **temporary employees**.
- 23.01 (a) All new uniformed workers will receive:
- Four (4) shirts (choice of available styles)
  - Two (2) pants
  - One (1) pair of approved safety footwear see 23.03
  - One (1) winter parka
  - One (1) spring jacket

The department determines product and list of approved clothing for use in the workplace.

- (b) All new outside workers will receive:
- Two (2) pants
  - One (1) pair safety boots see 23.03 i)

- Five (5) Hi-Vis shirts (any style)
- One (1) Hi-Vis parka or insulated coveralls
- One (1) Hi-Vis non-insulated jacket or non-insulated bomber style jacket
- Two (2) Hi-Vis coveralls (summer)
- One (1) Hi-Vis sweatshirt (crew neck or hooded)

The department determines product and list of approved clothing for use in the workplace.

- (c) All new students will receive:

- Two (2) Hi-Vis t-shirts
- One (1) Hi-Vis sweatshirt (crew neck or hooded)
- OR
- Two (2) logoed t-shirts

**The Employer shall cover the cost of safety boots on first hire.**

Returning students must retain their issue for use. Replacement of this issue is on an as required basis only if the issued clothing has met its useful life.

- (d) All new Temporary employees will receive:

- Two (2) Hi-Vis shirts (any style)
- One (1) Hi-Vis summer coverall
- One (1) Hi-Vis sweatshirt (crew neck or hooded)
- OR
- Two (2) uniformed shirts

**The Employer shall cover the cost of safety boots for temporary**

**employees on first hire.** Returning Temporary employees must retain their issue for use. Replacement of this issue is on an as required basis only if the issued clothing has met its useful life.

- 23.02 Personal protective equipment and safety apparel will be supplied on an as needed basis to all employees.

The employee agrees to maintain and care for this equipment including its secure storage.

- 23.03 Safety boots or footwear will comply with the following criteria.

- i. Green patch safety boots will be a high cut safety boot.
- ii. Specialized safety footwear will be as per divisional needs as established by each division.

In the event an employee decides to purchase safety boots on their own and wishes to be reimbursed for the total cost up to the allotted allowance, the following will apply:

- (a) The employee must do so on their own time after work hours.
- (b) The employee must have their request approved by their Supervisor and Purchasing prior to the transaction.
- (c) The employee must return receipt of payment and **may be requested to return** old boots prior to reimbursement for new boots.

- (d) The boots purchased must meet the criteria in i) or ii) and be an approved product in accordance with the Occupational Health and Safety Act.
- (e) Boots ordered through purchasing that are more than the allotted **\$200.00** (including tax) required the difference to be paid at time of pick-up.

- 23.04 Clothing issued by the Employer with City of Cambridge logo is supplied for use by current employees only and cannot be donated or released from the employee's possession. Clothing provided by the employer shall be worn only when on duty.
- 23.05 Clothing and Boots will be on an as needed basis. All replacement clothing that has met its useful life is required to be returned to complete the replacement transaction. The City of Cambridge purchasing department will have the right to determine the processes and the vendor for this benefit.

The employee is responsible for the laundering of all clothing except coveralls for Public Works employees or a legislated requirement exists due to contamination.

- 23.06 Any employee required to work both uniformed and outside work will be entitled to a limited issue of clothing for the lesser alternate role and is at the discretion of the Director or designate.
- 23.07 **The employee is responsible for the laundering of all clothing. Coveralls or other clothing articles may be laundered as determined by the Employer for each work group.**

#### **Article 24 – Allocation of Equipment - New**

- 24.01 The allocation of equipment shall be awarded to the most senior competent employee, as defined in the OHSA, at the time of the allocation.
- 24.02 This is not to be interpreted that an employee has a "right" to a certain piece of equipment, or that another employee already operating a piece of equipment will be "bumped" by a senior employee because the senior employee becomes available to operate the equipment. The allocation noted above is to apply at the beginning of shifts and is not expected to interfere with work in progress.
- 24.03 The senior competent employee referred to herein will not be assigned to said specific equipment should the operation determine there is a need for the senior competent employee to work elsewhere within the operation. This would be limited to allow training or refreshing the skill set of any employee on that piece of equipment.

#### **Article 25 – Jury Duty**

- 2501 Employees who are required to serve as jurors or subpoenaed witnesses in any court shall be granted time off and shall be paid the difference between their regular pay and what they receive as jury or witness pay. Employees qualifying for Jury Duty pay are required to turn over to the Employer payment received from the court prior to payment being made by the Employer.

## Article 26 – Grievance Procedure

26.01 Should any difference (hereinafter called 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:

26.02 Step 1:

In the event of a grievance arising, within five (5) working days it shall be taken up verbally by the employee with the immediate **Supervisor/Manager** of the department concerned. If the immediate **Supervisor/Manager** is not available, the grievance shall be taken up with another **Supervisor/Manager** as designated by the Employer in the Operating Department. The **Supervisor/Manager shall advise the Union Executive of the meeting and the Union will arrange** for the presence of a representative of the Union and their participation in the discussion. The **Supervisor/Manager** shall render a decision in writing as promptly as circumstances permit, and in any case within three (3) working days.

### Step 1A (Optional):

Where a grievance has not been satisfactorily resolved at Step 1, and prior to the grievance being processed to Step 2, the Employer and/or the Union may **request** to meet in an effort to resolve the grievance and any related matters. **The Director, Manager and HR rep (optional)** shall meet with two representatives of the Union Executive, and any other persons mutually agreed to by the parties. The parties may agree that such a meeting is without prejudice to the grievance procedure. Where such meeting occurs the timeframes for proceeding to Step 2 shall be extended. The decision shall be delivered in writing within five (5) working days of the meeting.

Step 2:

**Failing a satisfactory outcome of Step 1/Step 1A** the Union Grievance Committee, shall within ten (10) working days of the date of the Step 1/**Step 1 (A)** **forward the grievance and intent to move to Step 2** to the Human Resources Services Division.

Within a further ten (10) working days of the receipt of the grievance 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 from the operating departments. The **Supervisor/Manager/Director** of the department concerned may also attend but are not part of the Management Grievance Committee.

The **City Manager** or designate shall deliver a decision in writing on behalf of the Management Grievance Committee within five (5) working days of the Step 2 meeting. Failing settlement at Step 2, the Union may, only within a period of **thirty (30)** working days from the receipt of the reply of the Management Grievance Committee, invoke the arbitration provision of this agreement.

All time limits as set out in this clause apply to the Union as well as the Employer and may be extended by mutual agreement in writing.

- 26.03 Within the terms of Article 26, a working day shall be defined as a day other than Saturday, Sunday or a paid Holiday.
- 26.04 The Union shall officially advise the Employer of the names of the members of the Union Grievance Committee. Such membership shall be recognized until altered by the Union.
- 26.05 In determining any grievance arising out of discharge or other discipline, a Board of Arbitration may dispose of the claim by affirming the Employer's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to this former position with or without compensation or in such other manner as may, in the opinion of the Board, be justified.
- 26.06 A policy grievance, which is defined as an alleged violation of this Agreement which affects all or any number of employees, must be lodged by the Union in writing with the Human Resources Services Division or by the Employer with the Union at Step 2 of the grievance procedure at any time within ten (10) working days after the circumstances giving rise to such grievance occurred 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. Failure to comply with the above mandatory time limit shall prevent the Union or the Employer from filing a grievance or submitting a grievance for arbitration. The time limit can be extended by mutual agreement of the parties.
- 26.07 Following receipt of the response from the Management Grievance Committee at the final step of the grievance process, the parties may, by mutual agreement, request the services of a grievance mediator in attempting to resolve a grievance prior to arbitration. 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.

## **Article 27 – Arbitration**

- 27.01 Where a difference arises between the parties, in relation 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, as follows:
- (a) The party shall make such request in writing addressed to the other party to this agreement, and at the same time shall submit the names of three (3) sole arbitrators for consideration.
  - (b) If the party receiving the request for arbitration cannot agree with the names of the sole arbitrators submitted, within ten (10) full working days thereafter, the party shall submit the names of three (3) additional sole arbitrators for consideration of the party who originated the request.
  - (c) Thereafter the parties shall exchange the names of sole arbitrators and will attempt to come to mutual agreement on the selection of a sole arbitrator.

- (d) If the parties are unable to agree upon the selection of a sole arbitrator, either party may then request the Minister of Labour to appoint a sole arbitrator in accordance with the Labour Relations Act of Ontario.
- (e) In the alternative to the selection of a sole arbitrator, where the parties mutually agree to the refer any differences to a Board of Arbitration such difference shall be settled in accordance the Labour Relations Act of Ontario.

27.02 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 therein.

## **Article 28 – General Conditions**

- 28.01 The Employer and the Union agree to follow procedures as outlined in this Agreement. The parties mutually agree that during the life of the Agreement, there will be no cessation of work, strikes, slow-downs, lockouts, or other work stoppage.
- 28.02 Employees taking time off for any reason other than sickness must make prior arrangement with and receive the permission of the **Supervisor** or Manager. Absenteeism without permission or just cause will result in suspension or discharge.
- 28.03 An employee who has been absent from work without satisfactory notice or leave for a period of three (3) consecutive working days without given a valid reason shall be considered to have terminated their employment with the Employer.
- 28.04 Each employee shall be a full time employee of the City of Cambridge and any employee doing any work outside for remuneration which may impair their effectiveness as a City employee, shall be subject to disciplinary action.
- 28.05 In the event that new job classifications are created, or substantially different equipment is to be operated by employees under this agreement, the duties and the wages applicable shall be discussed with the Union. In the event the parties cannot agree on the wage rate the employer shall impose a wage rate, and the Union shall have recourse to the grievance procedure if it disagrees with the employer's rate of pay.
- 28.06 (a) While an employee is on compensation, the Employer agrees to deduct from the employee's sick pay bank and pay the employee, an amount equal to the difference paid by the Workplace Safety and Insurance Board and the employee's regular pay as long as the employee has sick leave credits. The employee must notify the Employer if they do not wish this amount deducted from their sick leave credits.
- (b) An employee prevented from working for the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Employer their regular net pay, exclusive of any premiums or overrides. One quarter ( $\frac{1}{4}$ ) day shall be deducted from the

employees' sick bank for each day that they are off work due to the compensable injury, in accordance with Clause 28.06 a). Therefore, any monies received by the employee from the Workplace Safety and Insurance Board for lost wages must be turned over to the employer.

#### 28.07 Letters of Counsel

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 for the employee file. Counseling letter will expire after (6) months.

### **Article 29– Mechanics**

29.01 Tools which are personally owned by the mechanics will be replaced at the expense of the Employer providing they are lost or broken during normal working hours and a report made immediately to their supervisor. Mechanics must supply an inventory of their tools. Mechanics must take all reasonable precautions to secure their tools when not in use.

29.02 Mechanics will be provided with one (1) hour per month to maintain tools. Time to be scheduled at the discretion of their supervisor. Mechanics shall receive a tool allowance of **nine hundred and fifty dollars (\$950.00)** per year for the purchase of tools upon provision of receipts to the Employer.

29.03 The Employer shall pay for the renewal of mechanic's licenses.

### **Article 30 – Discipline and Discharge**

30.01 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.

30.02 Any employee covered by this collective agreement shall be advised that they have the right to Union representation when suspension or discharge is to be imposed on the employee. A member of the union executive shall be given the opportunity to attend any meeting where an employee covered under this collective agreement is being suspended or discharged. Where an employee is being suspended or discharged the operating department shall inform the Human Resources Division.

30.03 Reprimands (verbal and/or written warnings) placed on an employee's record and will be removed within one (1) year of the date of occurrence.

Disciplinary action resulting in suspension placed on an employee's record is to be removed in two (2) years if not repeated.

- 30.04 Notice of discharge shall be hand delivered, or forwarded to the employee by registered mail, or courier to the last known address on file with the employer, with a copy to the Recording Secretary of the Union, and to the representative of the Canadian Union of Public Employees. In cases where an employee is discharged verbally, the above notification will still be sent to the employee and those listed above for verification purposes.
- 30.05 A claim by an employee with seniority that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step 2 of the grievance procedure within five (5) working days after the employee ceases to work for the employer, and the first step of the grievance procedure will be omitted in such case. Such special grievance may be settled under the grievance and arbitration procedure.
- 30.06 No disciplinary document shall be placed on the employee's file which has not been first shown, and a copy given to the employee. An employee, or the employee's representative, shall, with the authorization of the employee, have the right to have access to, make copies, and review his/her personnel file, within three (3) working days of making such request to the Human Resources Services Division, and on the employee's own time.

### **Article 31 – Promotion/Step-Up Systems**

**Effective January 1, 2024, the Qualifications Program will be replaced by the Joint Job Evaluation program.**

### **Article 32 – Correspondence**

- 32.01 All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from the Human Resources Services representative and the Recording Secretary, with an electronic copy/hard copy to the representative of the Canadian Union of Public Employees.
- 32.02 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 though necessary, of speaking to them when they are dealt with by the Director of Human Resources Services, or designate.

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

### **Article 33 – Employee Benefits**

- 33.01 The Employer agrees to pay one hundred percent (100%) of the premium cost of the following employee benefits:
- (a) Ontario Health Insurance Plan (O.H.I.P.);

- (b) An extended health care plan to include:
- Medicare Supplement Expense insurance with no maximum;
  - Maximum Daily Hospital benefit - The difference between the ward and the semi-private rate of the hospital of confinement beginning on the eighth (8<sup>th</sup>) day of any hospital stay.
  - **Private Duty Nursing Private duty nurse in home or hospital – 720 hours per lifetime per covered person.**
  - For the purchase of lenses and frames, the fitting of glasses or the replacement of frames, or contact lenses, or Laser Surgery, to a maximum of **six hundred fifty (\$650 dollars) – effective January 1, 2023**, every 24 months with or without a prescription change.
  - Vision coverage to include coverage for one eye examination every twenty-four months, to a maximum of \$100.00 every 24 months.
  - Pay Direct Prescription Drug Plan. The insurer will pay eleven dollars (\$11.00) or fifty percent (50%) of each dispensing fee, whichever is greater. The employee will pay the balance of the dispensing fee, if any.
  - **Five thousand (\$5,000.00)** for the purchase of one (1) hearing aid or divided between two (2) hearing aids. Within this maximum is included audio tests and assessments to a maximum of one hundred and fifty (\$150.00) every three (3) years.
  - For the purchase of prescription safety glasses – up to a maximum of **two hundred twenty-five (\$225 dollars)** single vision and **two hundred seventy-five (\$275.00)** for bifocals toward the cost of prescription safety glasses. Claims must be pre-approved and are based on re-imburement by receipt.
  - A no-deductible drug plan.
  - Orthotic Coverage – yearly maximum is five hundred dollars (\$500.00), **age 18 and up. One thousand (\$1,000.00) yearly maximum per dependent under 18 years old, including custom molded, pre-authorized.**
  - Lab tests – reimbursement for PSA tests, and CA-125 tests. The reimbursement will be for costs not normally covered by the Ontario Provincial Health Plan.
- (c) Group Life Insurance: coverage equal to two (2) times the employee's annual salary to a maximum of two hundred thousand dollars (\$200,000).
- (d) **Optional Life Insurance: An optional life insurance purchase plan will be provided to employees, at the City of Cambridge group rate costs (no cost or co-pay by City) and will be subject to the terms and conditions of the insurer.**
- (e) Accidental Death and Dismemberment Insurance: coverage shall be three (3) times the employee's annual salary. Subject to the terms and conditions of the respective benefit plans and insurance policies.
- (f) Long Term Disability: to seventy percent (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 will coincide with the altered benefit. Subject to the terms and conditions of the respective benefit plans and insurance policies. For employees hired after December 31, 2012, only – indexed to 50% of the annual increase in the CPI for the previous 12 months with a maximum of 5%.

(g) Chiropractor – maximum **\$50.00** per visit for a maximum twenty (20) visits per year. Massage Therapy – maximum **\$60.00** per visit for a maximum twenty (20) visits per year. Osteopath, Naturopath, Podiatrist – maximum **\$50.00** per visit for a maximum of twenty (20) visits per year.

(h) **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.**

(i) In the event of the death of a current 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 twelve (12) months. The coverage shall continue to be in accordance with the applicable benefit plans and insurance policies.

(j) Deluxe Out of Country coverage for active employees.

(k) The employer shall cover the cost of prescribed smoking cessation programs subject to the following: each employee will be entitled to make one lifetime claim only, the benefit is available to the employee only (not dependents), reimbursements will be based upon receipt to a maximum of **\$300.00**.

(l) **Speech Pathology coverage of five hundred (\$500.00) per person per year.**

33.02 Dental Plan: In addition to the above, all employees covered by this Agreement shall receive the Ontario Dental Association Plan coverage for which costs incurred under Plan A (**Basic**) are insured for one hundred percent (100%) by the carrier, costs incurred under Plan B (**Major Services**) up to three thousand dollars (\$3000) are insured for seventy percent (75%), by the carrier and costs incurred under Plan C (**Orthodontic**) twenty-five hundred dollars (\$2500.00) annual are insured sixty percent (60%) by the carrier. The maximum amount payable for all covered dental services is three thousand dollars (\$3,000.00) per person, **per calendar year**.

Schedule of fees for O.D.A Dental Plan shall be one (1) year behind contract.

The cost of premiums for this plan to be paid by the employee shall be nine percent (9%). The employer will pay the balance of the premium.

33.03 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. Any dispute over the payment of benefits including disputes concerning conditions

contained in the various plans and policies shall be adjusted between the employee and the respective insurer and the Employer agrees to use its best efforts to resolve any such dispute. It is understood that Article **33.01** Subsection **(e) and (f)** will be excluded from the terms as spelled out in Article **33.03**.

- 33.04 The Employer may at any time substitute another carrier for any plan (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are equal to or better than the existing plans. Such substitution will not occur on less than sixty (60) days' advance notice to the Union.
- 33.05 Employees who elect a 90 factor OMERS pension or who retire on an unreduced OMERS pension shall receive extended health care benefits, Dental, OHIP, as in accordance with the collective agreement to age sixty-five (65), life insurance benefit identical to that which is received under normal retirement. Premiums shall be paid by the Employer. Should the Provincial Government approve a temporary amendment to the OMERS early retirement, the Corporation and the Union will meet and discuss the provision of retiree benefits.
- 33.06 Employees wishing common-law benefit coverage must have been cohabiting for no less than one (1) year before coverage is available.

#### **Article 34 – Health and Safety**

- 34.01 The Union and Employer shall co-operate to the fullest possible extent to prevent accidents and promote safety and health of employees of the Employer.
- 34.02 A joint Health and Safety Committee shall be established and shall be composed of representatives of the Employer and representatives elected by the Union. Union representatives shall not exceed four (4) in number and shall represent Divisions referred to in Article 12.01.
- 34.03 The Joint Health and Safety Committee shall make inspections of working conditions and equipment and shall meet in accordance with the Occupational Health and Safety Act. The Committee shall maintain minutes of meetings which shall be sent to the Employer and the Union. The Committee's function shall be to promote safe working conditions and safe work habits of employees.
- 34.04 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense and as directed by the Employer.
- 34.05 The Union and the Employer will both participate in the investigation and reporting of the nature and causes of any accident or injury.

#### **Article 35 – Retroactive Payment**

- 35.01 Retroactive payment for wages in this Agreement shall be made effective January 1, **2022**, to all present employees within the bargaining unit. Terminated full-time employees who are on the payroll of the Employer as of January 1, **2022**, 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 36 – Duration of Agreement**

36.01 This Agreement shall become effective upon the first day of January, **2022** and shall remain in force and effect until the 31st day of December, **2025** and thereafter shall be renewed from year to year upon the latter anniversary date unless within the period of five (5) months prior to expiry date of this contract, notice in writing is given by either party to this Agreement of its desire to terminate or to amend this Agreement.

This Agreement signed this 28 day of October, **2024**.




Between:

The Corporation of The City of Cambridge

DocuSigned by:  
  
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 4C178DA93CB140B...  
**Mayor**  
 DocuSigned by:  
  
 \_\_\_\_\_  
 0EF72074AF08460...  
**Clerk**

and

Canadian Union of Public Employees and Its Local 32

Signed by:  
  
 \_\_\_\_\_  
 4046C85D7A5B47C...  
**President**  
 Signed by:  
  
 \_\_\_\_\_  
 85BCD72F61AD4D9...  
**Secretary**  
 Signed by:  
  
 \_\_\_\_\_  
 9F545F6304384E7...  
**Representative of CUPE**

**SCHEDULE 'A'**

**All rates hereunder mentioned are subject to Clause 12.10.**

		2022 – 2.5% Jan. 1/22	2023 – 2.1% Jan. 1/23
<b>Position</b>			
Student 1 <sup>st</sup> year		16.28	16.62
Student 2nd Year		16.94	17.30
Student 3rd Year		17.54	17.91
Student 4th Year		17.97	18.35
Student 5th Year		18.25	18.63
Student 6th Year		18.53	18.92
Student 7th Year		18.80	19.19
\$0.25 each year after			
<b>Temporary Labourer</b>			
		23.35	23.84
\$0.75 above rate for operating equipment			
<b>Probationer</b>			
		25.75	26.29
<b>Level 1</b>			
Gardener		26.33	26.88
Forestry		29.85	30.48
Utilities		27.43	28.01
Water		27.69	28.27
Wastewater		28.98	29.59
Parks		26.57	27.13
Cemeteries		27.50	28.08
Roads		27.03	27.60
Water Meter		26.40	26.95
Pools		26.71	27.27
Arenas		27.27	27.84
Community Service Attendant		28.34	28.94
Mechanic		33.58	34.29
City Wide Rover		28.16	28.75
Plumber		34.30	35.02
Arborist		35.14	35.88
<b>Level 2</b>			
Gardener		27.41	27.99
Forestry		30.88	31.53
Utilities		28.52	29.12
Water		28.78	29.38
Wastewater		30.11	30.74
Parks		27.65	28.23
Cemeteries		28.63	29.23
Roads		28.15	28.74
Water Meter		27.41	27.99
Pools		28.00	28.59
Arenas		28.70	29.30
Community Services Attendant		29.07	29.68
Mechanic		34.45	35.17

		2022 – 2.5% Jan. 1/22	2023 – 2.1% Jan. 1/23
City Wide Rover		28.59	29.19
<b>Level 3</b>			
Gardener		27.71	28.29
Forestry		31.17	31.82
Utilities		29.48	30.10
Water		29.76	30.38
Wastewater		31.14	31.79
Parks		27.95	28.54
Cemeteries		28.94	29.55
Roads		28.44	29.04
Water Meter		28.30	28.89
Pools		29.68	30.30
Arenas		29.84	30.47
Community Services Attendant		29.80	30.43
Mechanic		35.68	36.43
City Wide Rover		28.89	29.50
<b>Level 4</b>			
Gardener		28.34	28.94
Forestry		31.79	32.46
Utilities		30.62	31.26
Water		30.89	31.54
Wastewater		32.33	33.01
Parks		28.60	29.20
Cemeteries		29.60	30.22
Roads		29.10	29.71
Water Meter		30.43	31.07
Community Services Attendant		30.17	30.80
City Wide Rover		29.56	30.18
<b>Level 5</b>			
Gardener		28.80	29.40
Forestry		32.22	32.90
Utilities		33.20	33.90
Water		33.51	34.21
Wastewater		33.58	34.29
Wastewater (Grandfathered)		33.58	34.29
Parks		29.06	29.67
Cemeteries		30.07	30.70
Roads		29.57	30.19
Community Services Attendant		30.57	31.21
City Wide Rover		30.03	30.66
<b>Level 6</b>			
Gardener		30.10	30.73
Forestry		33.46	34.16
Parks		30.37	31.01
Cemeteries		31.45	32.11
Roads		30.91	31.56
Community Services Attendant		30.94	31.59

		2022 – 2.5% Jan. 1/22	2023 – 2.1% Jan. 1/23
Welder		31.37	32.03
Asphalt/Weed Insp.		29.12	29.73
Asphalt Transporter		28.45	29.05
Asphalt Raker		28.45	29.05
General Maintenance		31.37	32.03
Apprentice Mechanic		27.10	27.67
Licensed Small Engine		31.67	32.34
<b>Lead Hand Premium: \$1.60 per hour for permanent or posted Lead Hand positions</b>			
<b>\$1.00 per hour for Temporary Lead Hand placement</b>			
<b>Certified Playground Practitioner Premium: \$0.45 per hour for certified employees</b>			
<b>Winter Plow Operation Premium: \$0.75 cents</b>			
<b>Training designated by the employer: \$3.00 per hour effective: June 19/23</b>			
<b>Shift Premium: Plus \$1.75 per hour - effective: June 19/23</b>			

### Schedule "A" - Job Classifications

All Water PM's will become Water  
 Rover will become Trails  
 Trails/Sports field LH position to be added – JAQ to be submitted  
**January 1/24** **January 1/25**  
**New Banding** **2.50%**

Grade	Job Number	Job Title	START	12 MONTH	24 MONTH	START	12 MONTH	24 MONTH
10	76	Mechanic LH	39.39	40.61	41.83	40.37	41.63	42.88
9			37.43	38.58	39.74	38.37	39.54	40.73
8	13	Arborist LH	35.56	36.66	37.76	36.45	37.58	38.70
8	75	Mechanic 3 (310T AND 310S)	35.56	36.66	37.76	36.45	37.58	38.70
8	55	Wastewater LH	35.56	36.66	37.76	36.45	37.58	38.70
8	49	Utilities LH	35.56	36.66	37.76	36.45	37.58	38.70
8	61	Water LH	35.56	36.66	37.76	36.45	37.58	38.70
7	79	Industrial Plumber (Water Meter)	33.79	34.83	35.88	34.63	35.70	36.78
7	66	Water Meter LH	33.79	34.83	35.88	34.63	35.70	36.78
7	12	Arborist	33.79	34.83	35.88	34.63	35.70	36.78
7	74	Mechanic 2 (310T OR 310S)	33.79	34.83	35.88	34.63	35.70	36.78
7	54	Wastewater Operator	33.79	34.83	35.88	34.63	35.70	36.78
7	11	Cemeteries LH	33.79	34.83	35.88	34.63	35.70	36.78
7	60	Water Operator	33.79	34.83	35.88	34.63	35.70	36.78
6	48	Utilities Operator	32.73	33.74	34.76	33.55	34.58	35.63
6	20	Forester	32.73	33.74	34.76	33.55	34.58	35.63
6	43	Roads LH	32.73	33.74	34.76	33.55	34.58	35.63
6	27	Gardener LH	32.73	33.74	34.76	33.55	34.58	35.63
6	36	Parks LH	32.73	33.74	34.76	33.55	34.58	35.63
6	34	Community Attendant LH	32.73	33.74	34.76	33.55	34.58	35.63
5	77	Automotive Technician	31.71	32.69	33.67	32.50	33.51	34.51
5	10	Cemeterian	31.71	32.69	33.67	32.50	33.51	34.51
4	33	Community Attendant	30.72	31.67	32.62	31.49	32.46	33.44
4	42	Roads Maintainer	30.72	31.67	32.62	31.49	32.46	33.44
4	35	Parks Maintainer	30.72	31.67	32.62	31.49	32.46	33.44
4	65	Water Meter Operator	30.72	31.67	32.62	31.49	32.46	33.44
4	26	Gardener	30.72	31.67	32.62	31.49	32.46	33.44

			January 1/24 New Banding			January 1/25 2.50%		
Grade	Job Number	Job Title	START	12 MONTH	24 MONTH	START	12 MONTH	24 MONTH
3	14	City Wide Rover	29.76	30.69	31.61	30.50	31.46	32.40
3	15	Forestry Apprentice	29.76	30.69	31.61	30.50	31.46	32.40
3	4	Arena Maintainer	29.76	30.69	31.61	30.50	31.46	32.40
3	62	Water Meter Trainee	29.76	30.69	31.61	30.50	31.46	32.40
3	73	General Maintenance Person	29.76	30.69	31.61	30.50	31.46	32.40
3	51	Wastewater Trainee*	29.76	30.69	31.61	30.50	31.46	32.40
2	57	Water Trainee*	28.84	29.73	30.62	29.56	30.47	31.39
2	45	Utilities Trainee*	28.84	29.73	30.62	29.56	30.47	31.39
1			26.24	27.05	27.86	26.90	27.73	28.56
		Temporary Labourer**	24.65	25.39	26.15	25.27	26.02	26.80
		Summer Student**	17.27	17.78	18.32	17.70	18.22	18.78

\*Level 2 under current qualification program (OITs)

\*\*Not included under CUPE 32 Job Evaluation Program

Winter Plow Operation Premium: \$0.75 cent

Shift Premium: \$1.75

Training designated by the Employer: **\$3.00** per hour

Promotion - at least 5% increase or next step (whichever is greater)

Transfer - current step in grade to same step in new grade

**Any employee in a Trainee or Apprentice position, upon achieving the full licensing and requirements of the certified position, will be promoted to the corresponding job grade, effective on the date the employee provides proof of such requirements and licensing.**

- Water, Utilities, and Wastewater position progress upon receipt of Level 1 License.
- Forestry progress to Arborist upon receipt of the Ministry of Colleges and Universities (MTCU) Certified designation.
- Automotive Technician progress upon receipt of one of the mechanic licenses (310T or 310s).

**When the employer creates new positions that require an apprenticeship or trainee classifications, the employer and union shall meet to determine timelines to progress through the corresponding steps.**

## **Letter of Understanding**

Between

The Corporation of The City of Cambridge

And

The Canadian Union of Public Employees, Local 32

**RE: Lieu Time**

\* Please refer to the LOU (Addendum to the Memorandum of Settlement) for updated entitlements.

**The parties agree to the provision of banking Lieu Time as an alternative to receiving payment for overtime worked under the following conditions:**

- 1. As an alternative to receiving payment for overtime worked (not including stand-by hours) at the applicable rate, employees shall have the option of accumulating a rolling bank of a maximum 40 hours of overtime at the applicable rate. Rolling bank means there's no start/end time, the bank can be replenished anytime up to 40 hours.**
- 2. Employees will be able to use and replenish these hours as needed, so long as the bank does not exceed more than 40 hours.**
- 3. An option will be provided to have a one-time payout annually, at the employee's request, no later than November 1st to be paid by the last pay period in November.**
- 4. A list of such accumulated lieu hours will be maintained and available to view through the Employee Portal (or any electronic system that may be adopted by Human Resources).**
- 5. These accumulated hours shall be taken off as lieu time at a time mutually agreed between the supervisor and the employee. Requests will not be unreasonably denied.**
- 6. Lieu time is to be taken in blocks of eight (8) hours, four (4) hours or as little as two (2) hours for extenuating circumstances. However, at the sole discretion of the Employer, exceptions may be granted. Lieu time can be taken for up to five (5) consecutive days.**
- 7. The current lieu banks will be paid out or taken by the first pay period ending in November 2023.**
- 8. Effective December 1<sup>st</sup>, 2023, the new rolling bank will begin.**
- 9. This agreement is without prejudice or precedence.**
- 10. This agreement shall apply to all permanent CUPE Local 32 employees.**
- 11. This is a pilot project to assess the effectiveness of a rolling bank.**

## Letter of Understanding

Between

The Corporation of The City of Cambridge

And

The Canadian Union of Public Employees, Local 32

**Re: Alteration in Hours of Work**

The parties agree to the following **with regards to ten (10) hour shifts:**

1. Either party may identify opportunities for a ten (10) hour shift, four (4) days per week, forty (40) hours per week, **unless already established in the Hours of Work table under Article 15**, implementation will only occur by mutual agreement.
2. The daily hours of work shall be ten (10) continuous hours of work. There shall be no split shifts.
3. All work required and performed outside of the hours set out in #1 and #2 shall be paid at the applicable overtime rate set out in **Article 17** of the collective agreement.
4. Sick days and vacation days shall be accumulated and taken as one and one quarter (1 1/4) days for record purposes.
5. An employee who is off work as a result of an injury covered by WSIB shall be deemed to revert immediately to the normal hours of work, Monday to Friday, for WSIB purposes.
6. Where a statutory holiday falls in a week where a shift of this nature is scheduled, employees **will be compensated through regular pay, for the full 10 hour shift (employees will not be required to use entitlements to make up the full pay)**.
7. The employer and the union shall meet prior to each session to review the operation of the altered work week, to consider any required changes or adjustments.
8. Either party may implement a change in hours for any work crew with thirty (30) calendar days' notice to the employees affected and the union and revert back to the regular hours of work with the provision of seven (7) calendar days' notice, in writing, to the other party.

Signed at Cambridge, Ontario this 29<sup>th</sup> day of September, 1999.

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023.**

**Letter of Understanding**

Between

The Corporation of The City of Cambridge

And

The Canadian Union of Public Employees, Local 32

**Re: Amalgamation**

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

Signed at Cambridge, Ontario this 29<sup>th</sup> day of September 1999.

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023.**

## **Letter of Understanding**

Between

The Corporation of The City of Cambridge

And

The Canadian Union of Public Employees, Local 32

**Re: Guidelines – City Wide Rover System**

### 1. The Purpose of the Program

Unless otherwise specified in this Agreement, all other provisions of the Collective Agreement will apply. The effective date of this proposal will be January 1, 1997.

This is a concept to deal with expected continued downsizing in the Corporation. It is recognized that the temporary workers are useful to a point, however, a minimum core work force is required to maintain an adequate skill base. Both Public Works and Community Services Departments, require specific primary skills during peak periods. In general terms, this particular co-operative venture between the two Departments would see a full time equivalent shared generally as follows:

- April to October - CSD maintenance season (e.g. Parks)
- November to March - Public Works maintenance season (eg. Roads)

Each department would be responsible for their own specific training of the City Wide Rover and when interviews are undertaken, there would be a representative from both the Public Works and Community Services Departments, along with a union representative sitting as an observer.

The employer has the responsibility to offer training to meet the expectations of skill level in this classification; the incumbents have the responsibility to attend all training provided and achieve skill standards required for the classification.

### 2. Hiring Criteria

Hiring would be in accordance with Article 12 of the Collective Agreement. There would be five levels of a City Wide Rover. For the purpose of this proposal, the "Rover 4" classification will be hired on a Bargaining-wide unit basis for posting purposes. Eligibility criteria for each rover level would be as follows:

- Rover 4 DZ
- Rover 3 1 year service (1 season in C.S.D.; 1 season in Public Works)
- Rover 2 2 years' service (2 seasons in C.S.D.; 2 seasons in Public Works)
- Rover 1 3 years' service ( 3 seasons in C.S.D.; 3 seasons in Public Works)
- Rover 1A 5 years' service (5 seasons in C.S.D.; 5 seasons in Public Works)

### 3. Rate of Pay

Probationary Rate - \$20.66 (July 1, 2013 rate) per hour (existing rate during

probationary period for current employees who transfer)

	July 1, 2013	Jan. 1, 2014	Jan. 1, 2015	Jan. 1, 2016
Rover 4	- \$21.49 per hour	- \$21.81	- \$22.14	- \$22.47
Rover 3	- \$21.82 per hour	- \$22.15	- \$22.48	- \$22.82
Rover 2	- \$22.06 per hour	- \$22.39	- \$22.73	- \$23.07
Rover 1	- \$22.59 per hour	- \$22.93	- \$23.27	- \$23.62
Rover 1A	- \$22.96 per hour	- \$23.30	- \$23.65	- \$24.01

4. Hours of Work

The hours of work for the City Wide Roving Crew will be in accordance with the standard hours identified under Article 19 of the collective agreement.

5. Seniority

Any employee in a City Wide Rover position will accumulate seniority in the department in which they are working, for example: a new employee in their first year would accumulate six months seniority in Community Services Department and six months seniority in the Public Works Department.

6. Vacation

Members of the City Wide Roving Crew shall be entitled to vacation privileges as listed in the Collective Agreement.

7. Scheduling

The designated manager of the City Wide Roving Crew will draft an annual schedule for all employees in this category. The schedule will indicate approximately how many months each roving employee will work in each respective Department.

8. Supervision

Management will ensure that all employees in the City Wide Rover category are aware of who their supervisor will be in the Public Works and Community Services departments.

9. Overtime

Overtime will be distributed in accordance with Article 17 and the applicable overtime guidelines for the division that the Rover is working in. When a City Wide Rover changes departments as per #1 of the Letter, overtime hours will be averaged within the Division worked at the time of the transfer into the Department.

**The Employer and Union shall meet during the life of the Collective Agreement to review the Rover position to determine a new appropriate classification and/or rate of pay. – The Rover will be evaluated under JE as a changed job and the title will be updated (ie. Trails).**

This Agreement is Without Prejudice or Precedence.

Date:           September 29, 1999.

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June, 2023.**

## **Letter of Understanding**

Between

The Corporation of The City of Cambridge

And

The Canadian Union of Public Employees, Local 32

### **Re: Wearing Short Pants**

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

1. Employees who work predominantly outdoors shall have the option, in accordance with this agreement, of wearing short pants during the above period.
2. Employees are required to work in a safe manner and wear protective clothing appropriate to their occupation and work site. Crews will be consulted prior to May 1<sup>st</sup> 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.
3. 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 the same colour as the City issued trousers. The short pants will not be provided by the City as part, or in addition to, the present clothing issue.
4. 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 or coveralls.
5. 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.
6. The Employer shall ensure that all Supervisors are informed of this agreement.
7. This agreement will be implemented on a trial basis and the parties will meet to review the agreement following the end of the trial period, as outlined in item #1.
8. The agreement may be terminated by either party with five (5) days written notice.
9. This agreement is without prejudice or precedence.

Signed at Cambridge, Ontario this 29<sup>th</sup> day of September, 1999.

**Renewed and re-signed at the City of Cambridge this 7th day of June 2023.**

## **Letter of Intent**

This Letter will void the Letter of Intent  
Dated 1988

### **RE: Pools Afternoon Shift**

The Corporation of the City of Cambridge and the Canadian Union of Public Employees, Local 32, mutually agree to the establishment of a permanent afternoon maintenance shift for the Pools Division of the Community Services Department, subject to the following:

1. The shift will involve winter hours of 5:00 p.m. to 1:00 a.m. (October 1 – March 31) and summer hours of 2:30 p.m. to 10:30 p.m. (April 1 – September 30).
2. No current pool maintenance employees will be required to work the afternoon shift, unless requested through a future posting, excepting for vacation or sick leave coverage. In the event of vacation or sick leave coverage, pool maintenance employees agree to cover the afternoon shift on a rotating basis to a maximum of three (3) days upon receiving a seven (7) day shift change notice. Duration is to be short term, not to exceed two (2) weeks, after which time a discussion would be made to determine if such leave is long term, if long term is established, a posting would go up immediately, and in the interim said position would be filled by a temporary employee.
3. Shift bonus to be paid as per the Collective Agreement to any employee working the afternoon shift, unless coverage is on an overtime basis, in which case the regular overtime rate shall apply.
4. It is mutually agreed that an employee working the Pool Afternoon Shift would have the choice to automatically move to a day shift position when one becomes vacant. If the decision was not to move, only then would the day vacancy be posted.

Signed on behalf of the duly authorized representatives.

**The Union and Employer agree to meet and determine the Pools hours and pay band subject to the outcome of grievance number #080921.**

Date: June 14<sup>th</sup>, 1995

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023**

## **CUPE Local 32**

### **Employee Relations Purpose Statement**

The purpose of Employee Relations is for union and management representatives to share information and discuss and resolve problems/issues in a respectful, efficient and timely manner.

In order to accomplish this, both parties agree to the following principles:

1. Both parties recognize Employee Relations as an important and priority function.
2. Employee Relations is not a one-way street. Both parties should be bringing issues forward for discussion, including proactive communication.
3. A draft agenda should be prepared and distributed, so that the parties have an opportunity to research/follow-up agenda items prior to the meeting. This will assist in providing timely responses to items.
4. Operational issues should be discussed between employees and their supervisors prior to the issue being raised at employee relations.
5. Minutes of employee relations meetings are to be distributed to all Managers working with CUPE Local 32 employees, and Stewards, as a way of communicating results of the meetings.
6. Both parties agree that the validity of issues should be confirmed prior to the issues being tabled at a meeting.
7. Both parties understand the need to meet deadlines with respect to commitments made in Employee Relations. Failure to meet deadlines can result in spin-off problems for both parties. The individual responsible to respond to an issue should be given the opportunity to set a reasonable deadline but is then expected to meet it.

Date: July 4<sup>th</sup>, 2006

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023.**

## **Joint CUPE 32 Employee Relations Committee**

The following process is established for ensuring that every attempt is made to honour deadlines and response dates determined through the Employee Relations process:

### **Deadlines**

1. A deadline for response date will be established and noted in the minutes for all issues discussed that require follow-up after the meeting. It should be noted that the actual deadline date may not be determined during the meeting if discussion is required with those not at the meeting. However, the deadline date must be established for inclusion into the minutes.
2. The date must be a specific calendar date (e.g. March 18<sup>th</sup>, 2006).
3. A specific individual will be assigned the responsibility for meeting the deadline date. This person will have the authority to set the date.
4. The response to the issue is expected on or prior to the deadline date. If unforeseen circumstances arise which does not make this feasible, a status report is to be submitted by the deadline date, advising of the progress made, reasons for requiring additional time, and a new deadline date.

### **Follow-Up**

1. The minutes of the Employee Relations Meeting will be distributed to the participants within one week of the meeting.
2. The week following the distribution of the minutes:
  - Human Resources will circulate the minutes by e-mail to all CUPE 32 Supervisors once finalized after each meeting.
  - The Director of Parks and Outside Services will have CUPE 32 Employee Relations as a regular agenda item in the weekly staff meetings with other Directors and the Commissioner. Follow-up issues (and deadlines) will be specifically discussed.
  - The Director of Public Works will have CUPE 32 Employee Relations as a regular agenda item as required (e.g. For information, discussion, follow-up, etc.) with Public Works Managers.
  - The Chief Steward will have CUPE 32 Employee Relations as a regular agenda item in the monthly steward meetings. The minutes will be distributed at this meeting, and follow-up issues (and deadlines) will be specifically discussed.
3. Approximately one week prior to the next Employee Relations meeting, the employer representatives will meet and review pending deadlines and their status, as well as other preparations for the upcoming meetings.

**General:**

1. Not all issues requiring follow-up and deadlines need to wait until the following month's meeting. The individual responsible for the follow-up may well agree on a short turnaround time (i.e. two or three days).
2. Issues resolved at or prior to meetings should be noted in the minutes as resolved.
3. If, at the time of the review, further measures are needed, the committee agrees to implement a more formal mechanism for dealing with unmet deadlines, such as having the union forward the issue in writing to Human Resources, with the employer required to respond, or provide an update / status within 15 days of receipt.

Date: July 4<sup>th</sup>, 2006.

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023.**

## **Letter of Understanding**

between

The Corporation of The City of Cambridge

and

The Canadian Union of Public Employees, Local 32

### **Re: Joint Job Evaluation and Market Assessment**

The Parties agree to a joint committee comprised of equal Employer/Union representatives to meet to discuss Joint Job Evaluation and Market Assessment for employees listed in Schedule "A" within two (2) months of signing these Minutes of Settlement. Time spent performing the duties of this committee shall be paid by the Employer in accordance to Article 4.01. This program shall replace the existing Qualifications Program which will remain in place until full implementation of the new program. Implementation of the program shall be made within six (6) months of the signing of these Minutes of Settlement. The Parties agree the committee shall jointly establish the following:

1. A Terms of Reference.
2. A job evaluation plan which will include market value assessment.
3. A job description tool.
4. Bands including points and weightings.
5. Appropriate Municipal comparators.
6. Once the Employer provides the documentation to the Union proving that the 50<sup>th</sup> percentile was used for the Non-Union wage adjustment, a wage structure shall be based on the 50<sup>th</sup> percentile of wage assessment results.
7. The Parties shall agree that any changes to wage rates agreed upon prior to the expiry of the current collective agreement (expiry December 31, 2020) shall be effective January 1, 2017.
8. The Parties shall agree that any dispute as to the implementation of the program shall be subject to the grievance/arbitration process.

Either party may use an expert consultant during any part of this process.

**Renewed and re-signed at the City of Cambridge this 7<sup>th</sup> day of June 2023.**

## **Addendum to the Memorandum of Settlement**

### **Letter of Understanding Between**

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

**and**

**The Canadian Union of Public Employees, Local 32 (the Union)**

This letter of understanding serves as an addendum to the Memorandum of Settlement (MOS) reached on June 8, 2023. The purpose is to outline an agreement between the parties to the following items that differ from the negotiated MOS.

- Under Article 13.05 – the schedule to allow every other Saturday and Sunday off, is being deferred until the closures of the following arenas: Duncan Macintosh, Karl Homuth, and Dickson.
- Under Article 13.03 – the shift premium for Student employees and Temporary employees will be reinstated; and the parties agree that 13.03 will be removed from the Article at the expiry of the current Collective Agreement.
- Under the Lieu Time Letter of Understanding, the rolling bank of 40 hours will be expanded to 80 rolling hours, all other conditions in the letter remain in place.

This agreement is duly signed at Cambridge, Ontario on the 8<sup>th</sup> day of August, 2023.

## NOTES

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