

SOURCE	City		
EFF.	96	01	01
TERM.	98	12	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYES	160		



COLLECTIVE AGREEMENT

Between  
 The Corporation of the City of Cambridge  
 &  
 The Canadian Union of Public Employees Local 32

April 1, 1996  
 to  
 December 31, 1998



LOCAL 32

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**Collective Labour Agreement**

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THIS AGREEMENT MADE the 9th day of April, 1997 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 Waste Water Division, Water Division, Roads Division, Traffic Division, Mechanic Division, Animal Control Officers, Forestry Horticulture & Equipment Division, Arenas Division, Pools Division Cemeteries Division, Parks Division, as well as Maintenance Students save and except Recreation Programme Supervisors, Car Counters Immediate Supervisors, persons above that rank, clerical and technical employees and canteen employees who work less than twenty-four (24) hours per week.

2.02 (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 ninety (90) working days for new employees or forty-five (45) 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 5.02.

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.

### 2.03 COMMITTEES

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) employees for the purpose of negotiating this Agreement and its renewal;
- (b) an Employee Relations Committee consisting of not more than four (4) employees and not more than four (4) representatives of the Employer for the purpose of improving communications between the Parties and 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 2.03.

- (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 20.

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 3 MANAGEMENT RIGHTS

3.01 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.

3.02 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 of 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.
- 3.03 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 4 SENIORITY**

- 4.01 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.
- (a) Seniority subject to Clause 7.05 shall be recognized separately in each department named in Article 2.
- 4.02 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.
- 4.03 (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 4.02 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.
- 4.04 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.
- 4.05 Seniority as defined in Clause 4.01 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 5 UNION SECURITY**

- 5.01 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 and any employee who shall hereafter cease to be a member in good standing shall, on notice to the Employer and after consultation for the purpose of making the Employer aware of the facts of the case, be discharged.
- 5.02 Temporary employees shall mean employees who are not considered permanent employees. They shall, however, have the right upon completion of six (6) months' consecutive temporary employment to apply for permanently posted job vacancies. 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.

- 5.03 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, age, record of offences, marital status, family status, handicap, 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.
- 5.04 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, age, record of offences, marital status, family status, or handicap.
- 5.05 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.
- 5.06 **To the extent permitted by legislation and to which the employer is aware of tax exempt deductions under this article, the employer agrees to indicate the deductions made under this clause on employees' annual T4 slips.**

#### **ARTICLE 6 BEREAVEMENT PAY**

- 6.01 All employees covered by this Agreement shall be granted a maximum of three (3) days leave of absence without loss of pay in case of the death of a parent, current spouse, same sex partner, common law spouse, brother, sister, son, daughter, mother-in-law, father-in-law and grandparents of the employee for the purpose of making funeral arrangements and/or attending the funeral. All employees covered by this agreement shall be allowed to have one (1) day off without pay in case of the death of an aunt or an uncle. In the case of death of a sister-in-law or brother-in-law, the employee will be granted the day of the funeral off with pay. In case of death of grandparents of spouse, the employee will be granted the day of the funeral off, said time off to be deducted from employee's sick bank. 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 said three (3) days leave of absence expire on the date of the funeral.

ARTICLE 7 PROMOTIONS, VACANCIES AND LAYOFF

7.01 For the purpose of applying the seniority provisions of this contract in the event of job postings for vacancies or of layoffs, the following departments are established:

- |  |   |
|--|---|
| Engineering and  |   |
| 1. <u>Public Works Dept.</u>                                       | 2. <u>Community Services Dept.</u>                            |
| (a) Works Division,<br>(Waste Water, Water,<br>Construction)       | (a) Forestry, Horticulture,<br>Equipment Supplies<br>Division |
| (b) Roads Division<br>(including Animal<br>Control & Traffic Div.) | (b) Arenas Division<br>(c) Cemeteries Division                |
| (c) Mechanic Division  | (d) Parks Division<br>(e) Pools Division                      |

7.02 (a) All permanent, long term, or seasonal (e.g. winter night shift) vacancies and promotions shall be posted on the bulletin board in each Division for bid for not less than three (3) working days. All promotions shall be made within the Department affected wherever possible. Labourer postings shall be filled on a bargaining unit wide basis. Full time C.U.P.E. Local 32 employees will have their application for a posting fully processed prior to any other application being considered. The name of the successful applicant shall be posted within ten (10) working days of the last day of posting of the vacancy. Qualifications and ability shall govern for all promotions; where qualifications and ability may be equal, seniority shall govern. Employees are encouraged to post for positions for which they have a serious intention of filling.

TEMPORARY LEAD HAND

(b) The Employer will appoint a temporary Lead Hand where there is a vacancy for a Lead Hand where two or more employees will be regularly reporting to the position. The appointment of a Temporary Lead Hand is at the sole discretion of the Employer if the vacancy is less than five (5) consecutive working days.

The Employee with the longest service with the work crew where the vacancy arose shall be appointed, provided always that such temporary appointee has the qualifications and ability to do the work. The duration of such temporary appointment shall not exceed one (1) month after which subsection (a) above shall apply

(c) Temporary vacancies resulting from the absence of an employee will be filled in the following manner once the department has determined it is necessary to fill any vacancy.

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 7. Such temporary vacancies may be filled in a manner at the discretion of the employer if they do not exceed ninety (90) days. 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.

Upon completion of the temporary vacancy the permanent employees who filled this position and any backfilled position shall be returned to their former position

- 7.03 (a) Any employee making a change or accepting a promotion, shall not have more than thirty (30) working days to qualify and must be prepared to remain in their new position for the full thirty (30) working day qualifying period. Upon qualification, the job rate for the position shall be paid. Any employee failing to qualify after 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 (or equal) position within the same Division in which the employee was previously employed, ie. Works, Roads, Traffic, Cemeteries, Parks, etc. 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) Any member of the Union accepting a Management position shall not have more than ten (10) days to return to their former position without loss of seniority.
- 7.04 An accurate seniority list shall be posted in each department listed in 7.01 every six (6) months, and a copy supplied to the Secretary of the Union.
- 7.05 **An** employee transferred from one (1) Department to another Department (Community Services and Public Works) through the posting procedure shall retain their seniority standing in relation to their original Department for sixty (60) days worked. If the employee qualifies for this position as spelled out in Clause 7.03, the employee's Department seniority will start after their qualification time is completed. Service with the employer will qualify the employee for vacation entitlement. Seniority in the bargaining unit will qualify the employee for all other purposes, except job posting. The Secretary of the Union will be notified in writing by the Human Resources Division the effective date of all permanent transfers from one (1) Department to another.
- (a) Any employee pre 1981 retains original department seniority
- (b) Any employee who changes after 1980, seniority date will be from starting time of transfer.
- (c) The above articles apply to job postings only.
- 7.06 (a) Layoff and Rehiring Procedure

The Employer agrees that in the event of a layoff, the Union shall be notified as to employees being laid off, five (5) working days before layoff, and employees shall be laid off in the reverse order of their seniority in the Department where they are employed provided that employees affected are of equal skill, ability and competence, and those retained have the necessary skills and qualifications to perform the work so required. Where it is necessary former employees shall be

re-employed as closely as possible in the reverse order in which they were laid off.

7.06 (b) 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.

(c) 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.

(d) In the event of lay-off, the Employer shall continue the payment of employee benefit premiums for one (1) full month 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.

7.07 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.

ARTICLE 8 HOURS OF WORK

8.01 The standard work week for the various Departments shall consist as follows:

**Traffic Hours:** 7:00 a.m. - 3:00 p.m. 20 min. lunch  
**Roads Hours:** 7:00 a.m. - 3:00 p.m. 20 min. lunch  
**Works Hours:** 7:00 a.m. - 3:00 p.m. 20 min. lunch  
**Mechanics Hours:** 7:00 a.m. - 3:00 p.m. 2:30 p.m.-10:30 p.m.  
 Winter months: 11:00 p.m. - 7:00 a.m.  
**Animal Control:** 7:00 a.m. - 3:00 p.m. all year

Community Services:

**Pools** 6:00 a.m. - 2:00 p.m.  
 Afternoon Shift - 5:00 p.m. - 1:00 a.m. (Winter)  
 2:30 p.m. - 10:30 p.m. (Summer)  
 (In accordance with letter of Intent, 1988)  
**Arenas** 8:00 a.m. - 1:00 a.m. (2 shifts)  
**Cemeteries** 8:00 a.m. - 4:00 p.m.  
**Parks, For/Hort,**  
**Equip. & Supply** 7:00 a.m. - 3:00 p.m. all year

Note: Twenty (20) minute paid lunch to be taken between 12:00 noon and 12:20 p.m. on site, or as close to middle of shift as possible

It is agreed that in the Community Services Department, the standard work shift may be scheduled to cover a seven (7) day operation with four (4) days off in a fourteen (14) day operation at least of which two (2) of these days being consecutive. The standard work week for Community Services employees shall consist of five (5) eight (8) hour shifts weekly to cover the required seven (7) day operation.

Arena summer programme without ice have consecutive Saturday and Sunday off in a fourteen (14) day period, where possible.

Summer programmes excluding summer ice in arenas: the hours will be 7:00 a.m. - 3:00 p.m. excepting coverage for special events, (and/or roller skating where applicable) in which case Arena employees may be placed on eight (8) hour shifts sufficient to cover the event(s) and/or roller skating.

Where an eight (8) hour straight shift is worked, a twenty (20) minute lunch break on site will be allowed with pay.

All employees shall be granted two (2) ten (10) minute rest breaks on site daily at times mutually agreed upon between the employee and the immediate Supervisor.

8.02 Standard work shifts (Monday to Friday inclusive) shall be established by the Employer and shall be posted on the bulletin boards. Notice of change of the standard work shift shall be posted on the bulletin board at least **five (5)** days in advance. Day and night shifts for Sweeper Operations shall be rotated weekly between the designated operators. A shift bonus of **fifty-five cents (.55¢)**, (**sixty-five cents (.65¢) per hour effective April 9, 1997**), (**seventy-five cents (.75¢) per hour effective January 1, 1998**) will be paid for all hours worked on all standard work shifts other than the standard day shift. Standard work shifts for Community Services Department employees shall be provided in 8.01. The standard work week for Animal Control Officers will be Monday to Friday inclusive.

8.03 (a) Employees may, in case of emergency, be placed on a shift, with different starting and quitting times than those usually worked by the employee, and in such case, the employee will be paid a shift bonus of **sixty-five cents (.65¢)**, (**seventy-five cents (.75¢) per hour effective January 1, 1998**). An employee who has worked a full standard shift or part thereof and is called back to work, will be paid at the rate of time and one half (**1 1/2**) for the hours worked after the standard hours. This applies only for the change-over period from standard hours to shift work. An emergency may be defined as sickness, death, accident, etc.

(b) Arenas

Sickness, Bereavement - The Leadhand is to be placed on a **five (5)** day shift notice immediately. Overtime as outlined in Article 9.02, shall be paid to cover the shift until **five (5)** days have elapsed. If the employee who is off returns to work prior to **five (5)** days, the Leadhand will return to their normal shift without **five (5)** days' notice.

- 3.04 Any employee required to perform the duty of a higher rated position shall, having performed in such higher rated position for eight (8) hours, 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.

An employee may be temporarily assigned to work of a lower rating and the employee's rate shall not be affected.

It is recognized that the premium paid for Lead Hands, as set out in Schedule "A" is compensation paid for 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.

It is clearly understood that the duties of a Lead Hand **DOES 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.

In recognition of the above, all Lead Hands are to be paid a premium of seventy-five (.75) cents per hour above the highest rate in the area where they are lead hand, as noted in Schedule 'A'.

- 8.05 (a) The Employer shall have the right to place employees "On Call" duty on a revolving basis. (i.e. immediately available by direct telephone contact.) Such employee shall be guaranteed one (1) hours pay per day at straight time while "On Call" duty during the week and two (2) hours pay per day on weekends or statutory holidays for a twelve (12) hour "On Call" shift and four (4) hours per day on the weekend or statutory holiday for a twenty-four (24) hour "On Call" shift.

On being called out, the employee shall be paid in addition to "On Call" pay at the rate of time and one half (1 1/2) for all time worked, with a minimum of two (2) hours pay at time and one half (1 1/2) for each call out (double time (2) for Sunday or Holidays). Employees who have been placed on "On Call" for a specific duty must be called out before employees who have not been placed on "On Call" for that duty. Should an employee be called and cannot be reached or fails to report after being reached, the employee's "On Call" pay for that day will not be paid, and the employee may be subject to disciplinary action unless the employee had made proper arrangements with a suitable replacement and informed their Superior. The Superintendent of the Department concerned shall select a place on a call roster those employees who are qualified to constitute crews for "On Call" duty. Employees who are not on call, but are called out shall receive the minimum of two (2) hours pay at the appropriate rate for each call out.

- (b) Any employee who is "On Call" for eight (8) hours or more and who is called out shall receive double time (2) for the first two (2) hours of the first call only each day, Monday to Friday.
  - (c) Mechanics in the Mechanic Division may have a schedule arranged to cover the "On Call" for the Mechanic in the Fire Department, when the Mechanic is off, The "On Call" to coincide with Article 8.05 of the collective agreement.
  - (d) When the winter night shift is required to standby for four (4) hours prior to their normal shift, they will be paid one (1) hours pay at straight time per day of standby.
  - (e) When an employee who is "On Call" requires additional help with overtime (whether long or short term), the person following the employee on the on call list shall be called out whenever reasonably possible.
- 8.06 The Employer agrees that students or temporary employees 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. 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.
- 8.07 Bell Boys will be supplied to "On Call" employees at the discretion of the Director. It is the responsibility of the employee to ensure that their Bell Boy is functioning.

#### ARTICLE 9 OVERTIME

- 9.01 All time worked beyond the standard work day, the standard work week or on a holiday, shall be considered as overtime and shall be paid for as follows:
- (a) On a regular work day - time and one half (1 1/2) for the first four (4) continuous hours of overtime work then at double time (2)
  - (b) On first regularly scheduled day off - time and one half (1 1/2)
  - (c) On the second regularly scheduled day off - double time (2)
  - (d) On the third regularly scheduled day off - double time (2)
  - (e) On all statutory holidays, or days designated as such - double time (2) plus normal day's pay in accordance with Clause 12.02.
  - (f) In the case of scheduled overtime, employees will be advised no less than two (2) hours in advance of such overtime commencing that they are required to work the overtime. 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.

- 9.02 Overtime shall be rotated in each department as far as is reasonably possible among those employees 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.

**The principle of low hours distribution for overtime shall 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.**

- 9.03 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 9.04 Employees who work twelve (12) or more consecutive hours in any one (1) day, without a break of at least one (1) hour, shall be entitled to a meal allowance of five dollars and fifty cents (\$5.50). Any employee who works five (5) or more consecutive hours on a Saturday or Sunday or on their day off shall receive a meal allowance of five dollars and fifty cents (\$5.50).
- 9.05 At the time of hiring, all new employees shall be informed that overtime is a condition of employment.

#### **ARTICLE 10 RATES OF PAY**

- 10.01 See Schedule "A" attached hereto, which forms an intergral part of this Agreement.
- 10.02 New employees on probation shall not receive full rate until confirmed in that position, said period not to exceed thirty (30) working days. In the event that a probationary period has been extended by mutual agreement, the full rate will be withheld until successful completion of probation and will be paid retroactively to the end of the original thirty (30) day period.

#### **ARTICLE 11 VACATIONS**

- 11.01 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 10 years of service  
 5 weeks after 19 years of service  
 6 weeks after 26 years of service  
 7 weeks after 30 years of service

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

is reached (after ten (10) years) the employee shall accumulate increased vacation beyond four (4) weeks at the rate of one (1) day for every two (2) years worked until entitlement of five (5) weeks vacation is reached. After the entitlement of five (5) weeks vacation is reached (after nineteen (19) years) the employee shall accumulate increased vacation beyond the five (5) weeks at the rate of one (1) day for every two (2) years worked until the entitlement of six (6) weeks vacation is reached.

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

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.

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.

- 11.02 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 Superintendent.
- 11.03 Employees with less than one (1) year's 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

- 11.04 An employee can receive their full vacation pay on the last working day preceding their vacation, provided the employee gives such notice for holiday pay to the office of the Human Resources Division not less than ten (10) working days preceding the week of vacation.
- 11.05 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.
- 11.06 Request list shall be available by May 5th, and the final vacation list shall be completed by May 15th in each year. A list of employees' vacation periods shall be posted not later than June 1st and subject to the provisions of Section 11.02, seniority shall rule in choice of vacation. Vacations not requested by May 15th will be granted on a first come, first served basis.
- 11.07 Vacation entitlement must be taken during the period of July 1st to the following June 30th. 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 12 STATUTORY HOLIDAYS**

12.01 The following holidays will be observed:

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

Heritage Day shall be allowed as a floating holiday and will be available to full time staff only, excepting temporary employees who are employed on the third Monday in February in which case they may take that day only.

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

Holidays declared by the Ministry of Labour that fall on Saturday or Sunday, will be observed on Monday or Friday.

One (1) Day Leave of Absence, to be paid out of sick pay, will be granted to male employees on the birth of a son or daughter.

**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 12.00 falls during the employee's shift. In such case, the premium pay for working on the holiday will not apply.



- 12.02 The Employer agrees to pay statutory holiday pay equal to the hours of work then in effect as set out in Clause 8.01 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.
- 12.03 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 13 SICK LEAVE

- 13.01 Employees will be granted one and one half (1 1/2) days per 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 (3rd) Doctor agreeable to both parties shall act as Umpire of the problem, and the third (3rd) Doctor's opinion shall be binding on the parties of this Agreement. Students and temporary employees working under this Agreement will be required to supply a Doctor's Certificate for all absenteeism to claim sick pay under this Agreement.

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.

Employees who have had ten (10) separate occurrences of absence due to sickness in a calendar year will be subject to a three (3) day waiting period during subsequent absences due to illness in the calendar year, before benefits are payable.

Immediately after the close of each calendar year, each employee shall be advised of the amount of sick leave accrued to their credit.

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

**The City's Corporate Absentee Policy, as amended by the employer from time to time, shall not contravene Article 13.00.**

13.02 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 (1/2) the number of days standing to the employee's credit and in any event, not in excess of the amount of one half (1/2) year's earnings at the rate received by the employee immediately prior to termination of employment. This benefit shall not apply to any employee, former employee or the estate of an employee with less than five (5) years continuous service.

**ARTICLE 14 CLOTHING**

14.01 All new employees to receive choice of four (4) shirts, two (2) pants, one (1) parka and safety boots.

The following clothing shall be supplied on an as needed basis:

- Shirts (long sleeve, short sleeve, T-shirt)
- Pants
- Coveralls
- Safety Hats with winter liners (rubber liners)
- Winter & Summer Hydro Gloves
- Rubber Galoshes
- Cotton Gloves
- Safety Boots
- Rain Suits
- Parka and thermal outerwear
- Rubber Gloves

Spring Jackets to employees in Arenas in summer.

Animal control officers to receive disposable gloves

Water Division Servicepersons to be supplied with Identification Badges.

14.02 (a) Clothing issued by the Employer is supplied on loan, and all articles of clothing or other equipment be returned to the City stores upon any employee leaving the service for any reason.

14.02 (b) Employees applying for new issue will be provided same on return of garment or equipment to be replaced. Clothing provided by the Employer shall be worn only when on duty.

Laundrying of all items of clothing to be taken care of by the employee.

**ARTICLE 15 JURY DUTY**

15.01 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 16 GRIEVANCE PROCEDURE

16.01 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.

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:

16.02 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 and/or Superintendent of the department concerned. The Supervisor and/or Superintendent shall arrange for the presence of a representative of the Union and their participation in the discussion. The Supervisor or Superintendent shall render a decision as promptly as circumstances permit, and in any case within three (3) working days.

STEP 2:

Any employee who considers the decision of the immediate Supervisor or Superintendent unsatisfactory, may place their grievance in the hands of the Union Grievance Committee, which shall within ten (10) working days of the date of the Step 1 reply, forward the grievance to the Human Resources 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 representative, the Chief Administrative Officer or designate and up to two (2) additional employer members from the operating departments. The Supervisor and/or Superintendent of the department concerned may also attend, but are not part of the Management Grievance Committee.

The Chief Administrative Officer 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 forty-five (45) 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.

16.03 Within the terms of Article 16, a working day shall be defined as a day other than Saturday, Sunday or a paid Holiday.

16.04 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.

16.05 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.

- 16.06 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 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.

#### **ARTICLE 17 ARBITRATION**

- 17.01 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, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within fourteen (14) days, advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within five (5) days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall be the chair.

If this recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within the time limit, the appointment shall be made by the Minister of Labour for Ontario, upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and its decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chair shall govern.

- 17.02 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 18 GENERAL CONDITIONS**

- 18.01 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.

- 18.02 Employees shall be granted two (2) ten (10) minute rest breaks on site per eight (8) hour shift daily at times mutually agreed upon.
- 18.03 Employees shall be granted five (5) minutes for washing up prior to quitting time.
- 18.04 (a) A rotating shift schedule for hourly rated employees at the Cemetery shall be established to provide for one (1) employee per week to be employed from Tuesday to Saturday, other employees to be employed from Monday to Friday. All hours worked in excess of work day or week established under the schedule will be overtime and compensated as such.
- (b) In the interests of safety, the Employer agrees to employ two (2) employees while digging any grave. Employees required to work weekend funerals, or paid Holidays, other than as provided in Section (a) of this Article, shall be notified by Thursday whenever possible, and shall be paid a minimum of four (4) hours pay at the appropriate rate.
- (c) A special exhumation pay of triple (3x) the regular wages shall be paid to cemetery employees on any grave.
- 18.05 (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.
- 18.06 Employees taking time off for any reason other than sickness must make prior arrangement with and receive the permission of the Superintendent or Manager of their Department. Absenteeism without permission or just cause will result in suspension or discharge.
- 18.07 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.
- 18.08 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.
- 18.09 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
- 18.10 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 19 for the remainder of the Leave of Absence, otherwise these benefits will cease to be in force until their return to work.

- 18.11 (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 Workers' Compensation 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 Workers' Compensation 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 (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 18.11 (a). Therefore, any monies received by the employee from the Workers' Compensation Board for lost wages must be turned over to the employer.

18.12 The Union President shall have preference of day shift when mutually agreed between the parties.

18.13 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 the Vehicle Maintenance Supervisor. Mechanics must supply an inventory of their tools. The Employer shall pay for the renewal of mechanic's licenses.

18.14 Mechanics will be provided with one (1) hour per month to maintain tools, Time to be scheduled at the discretion of the Maintenance Supervisor. Mechanics shall receive a tool allowance of two hundred dollars (\$200.00) per year for the purchase of tools upon provision of receipts to the Employer.

18.15 Reprimands (written warning) placed on an employee's record to be removed within one (1) year of the date of occurrence.

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

18.16 Water Division Promotion System

- Step 1: Labourer to Serviceperson III - six (6) months - one (1) year
- Step 2: Serviceperson III to Serviceperson II - one (1) year
- Step 3: Serviceperson II to Serviceperson I - one (1) to two (2) years
- Step 4: Serviceperson I to Serviceperson IA - three (3) to five (5) years

Roads Division

Labourer to Operator IV - three (3) years or less

To determine whether an employee is capable of moving from step to step, a joint Union/Management review will take place for evaluating an employee. Any recommendation for promotion would be agreed to prior to a promotion becoming effective.

18.17 Parks Step-Up Programme

- Step 1 - Labourer
- Step 2 - Parkskeeper IV
- Step 3 - Parkskeeper III
- Step 4 - Parkskeeper II
- Step 5 - Parkskeeper I

Advancement of a Park's employee within this Programme will be subject to the requirements and guidelines jointly agreed upon by both parties. These requirements and guidelines will be altered only upon the mutual agreement of both parties, a copy of the requirements and guidelines will be made available to the Union upon request.

- 18.18 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.
- 18.19 All correspondence between the parties, arising out of the agreement or incidental thereto, shall pass to and from the Human Resources representative and the Recording Secretary and President of the union, with a copy to the representative of the Canadian Union of Public Employees.
- 18.20 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.
- 18.21 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.
- 18.22 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 Division, and on the employee's own time.

ARTICLE 19 EMPLOYEE BENEFITS

- 19.01 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 (8th) day of any hospital stay;**
- For the purchase of lenses and frames, the fitting of glasses or the replacement of frames to a maximum of two hundred dollars (\$200) every twenty-four (24) months with perscription change. Two hundred dollars (\$200) every forty-eight (48) months without prescription change.
- Pay Direct Prescription Drug Plan. The insurer will pay five dollars (\$5.00) of each dispensing fee, or fifty percent (50%) of each dispensing fee, whichever is greater. The employee will pay the balance of the dispensing fee, if any;
- For the purchase and fitting of contact lenses maximum two hundred and fifty dollars (\$250.00);
- For the purchase of hearing aids two (2) Maximum six hundred dollars (\$600.00) each;
- A no-deductible drug plan;

(c) Group Life Insurance: coverage equal to two (2) times the employee's annual salary, to a Maximum of seventy-five thousand dollars (\$75,000).

(d) 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.

(e) 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 Unemployment 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.

19.02 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 are insured for one hundred percent (100%) by the carrier, costs incurred under Plan B (up to one thousand dollars (\$1,000) per year) are insured for seventy percent (70%) by the carrier and costs incurred under Plan C are insured sixty percent (60%) by the carrier. The maximum amount payable for all covered dental services is fifteen hundred dollars (\$1,500) per person.

**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.**

19.03 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 19.01 Subsection (d) and (e) will be excluded from the terms as spelled out in Article 19.03.

- 19.04 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' notice to the Union.
- 19.05 Employees who elect a 90 factor OMERS pension or who retire on an **unreduced 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.

#### **ARTICLE 20 SAFETY AND HEALTH**

- 20.01 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.
- 20.02 A joint Safety and Health 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 7.01.
- 20.03 The Joint Safety and Health 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.
- 20.04 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.
- 20.05 The Union and the Employer will both participate in the investigation and reporting of the nature and causes of any accident or injury.
- 20.06 Animal Control to be supplied with two-way radio.

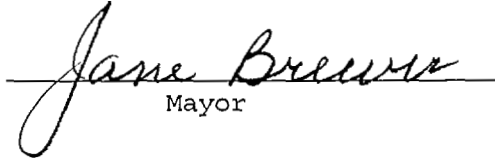
#### **ARTICLE 21 DURATION OF AGREEMENT**

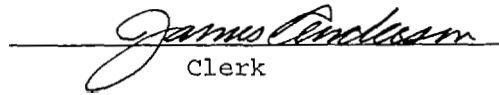
- 21.01 This Agreement shall become effective upon the first day of April 1996 and shall remain in force and effect until the 31st day of December 1998 and thereafter shall be renewed from year to year upon the latter anniversary date unless within the period of five (5) months prior to expiry date of 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 14th day of October, 1997.

BETWEEN:

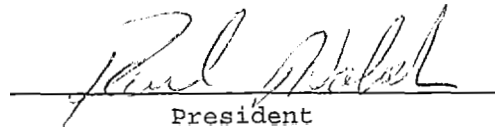
THE CORPORATION OF THE CITY OF CAMBRIDGE

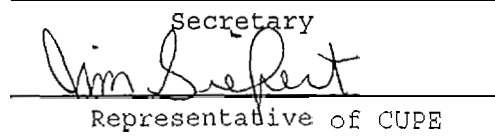
  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

AND

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 32

  
\_\_\_\_\_  
President

Secretary  
  
\_\_\_\_\_  
Representative of CUPE

SCHEDULE 'A'

All rates hereunder mentioned are subject to Clause 7.03

<u>POSITION</u>	<b>(.15 cents ATB)</b> HOURLY RATE <u>APRIL 1, 1996</u>	<b>(.23 cents ATB)</b> HOURLY RATE <u>MAY 1, 1997</u>	<b>(.23 cents ATB)</b> HOURLY RATE <u>JANUARY 1, 1998</u>
Student - 1st year	7.46	7.69	7.92
2nd year	7.87	8.10	8.33
3rd year	8.28	8.51	8.74
4th year	8.55	8.78	9.01
Temporary	12.06	12.29	12.52
Probationer	13.65	13.88	14.11
Labourer	13.86	14.09	14.32
Garage Maintenance	13.98	14.21	14.44
Parkskeeper IV	14.28	14.51	14.74
Comm. Services Maintenance	14.28	14.51	14.74
Operator IV	14.28	14.51	14.74
Operator III (Cemetery)	14.51	14.74	14.97
Operator III	14.51	14.74	14.97
Serviceperson III	14.51	14.74	14.97
Waste Water Mtce.	14.51	14.74	14.97
Traffic Maintenance III	14.51	14.74	14.97
Wingperson (while winging)	14.51	14.74	14.97
Construction III	14.51	14.74	14.97
Parkskeeper III	14.51	14.74	14.97
Comm. Services Mtce. (Arenas)	14.61	14.84	15.07
Parkskeeper II	14.71	14.94	15.17
Horticulture Maintenance	14.71	14.94	15.17
construction II	14.71	14.94	15.17
Gardener/Groundskeeper	14.71	14.94	15.17
Garbage Truck Operator	14.71	14.94	15.17
Operator II	14.71	14.94	15.17
Serviceperson II	14.71	14.94	15.17
Traffic Maintenance II	14.71	14.94	15.17

<u>POSITION</u>	<u>(.15 cents ATB)</u> <u>HOURLY RATE</u> <u>APRIL 1, 1996</u>	<u>(.23 cents ATB)</u> <u>HOURLY RATE</u> <u>MAY 1, 1997</u>	<u>(.23 cents ATB)</u> <u>HOURLY RATE</u> <u>JANUARY 1, 1998</u>
Tree Trimmer/Climber	14.71	14.94	15.17
while operating Bucket Truck	15.41	15.64	15.87
Fuel/Handyperson	14.71	14.94	15.17
Construction I	15.13	15.36	15.59
Operator I - Serviceperson	15.13	15.36	15.59
Pool Mtc. with Mohawk course	15.13	15.36	15.59
Serviceperson I	15.13	15.36	15.59
Traffic Maintenance I	15.13	15.36	15.59
Weed Inspector/Asphalt Inspector	15.13	15.36	15.59
Signal Technician	15.24	15.47	15.70
Parkskeeper I	15.25	15.48	15.71
Unlicensed Mechanic	15.25	15.48	15.71
Greenhouse Grower	15.25	15.48	15.71
Fabricator Welder	15.35	15.58	15.81
Water Meter Repairperson	15.41	15.64	15.87
Animal Control Officer	15.41	15.64	15.87
Construction IA	15.41	15.64	15.87
Operator IA	15.41	15.64	15.87
Serviceperson IA	15.41	15.64	15.87
Serviceperson/Operator IA	15.41	15.64	15.87
Sign Manufacturer	15.41	15.64	15.87
Traffic Maintenance IA	15.41	15.64	15.87
W. Water/Pumphouse Oper. IA	15.41	15.64	15.87
Carpenter (fully qualified cabinet maker)	15.43	15.66	15.89
Arena Maintenance with Cert. "B" or 4th Class Papers or Smith Certificate	15.49	15.72	15.95
Licensed Mechanic	16.59	16.82	17.05
Arborist	16.78	17.01	17.24

<u>POSITION</u>	<u>(.15 cents ATB)</u> <u>Hourly Rate</u> <u>APRIL 1, 1996</u>	<u>(.23 cents ATB)</u> <u>Hourly Rate</u> <u>MAY 1, 1997</u>	<u>(.23 cents ATB)</u> <u>Hourly Rate</u> <u>JANUARY 1, 1998</u>
Chief Mechanic	17.18	17.41	17.64

Lead Hand - Effective April 9, 1997, plus .75 cents above highest rate where they are Lead Hand.

Asphalt Raker - while raking - **plus** .13 cents.

Diesel Mechanic and/or Heavy Equipt. Mechanic - plus .25 cents above Licensed Mechanic or Chief Mechanic (with license or certificate)

Construction IA - (Public Works carpenter shop) plus .38 cents per hour while performing special services

#### SCHEDULE "B" - DEFINITIONS

The four grades of Operators shall be divided according to the following list:

Operator Grade 1A	Grader 3 1/2 Yard Loader 2 Yard Loader with Attachments Vacuum Sweeper Vac All 3/4 Yard Tractor Loader with Backhoe (Works Division)
Operator Grade I	Sewer Jet Spray Flusher 2 Yard Loader
Operator Grade II	Tandem Truck Hot Tar Pot (2 operators) Chip Spreader - seasonal (2 operators) Leaf Vacuum (2 operators)
Operator Grade III	Tractor Loader and Mower Truck Driver Spray Nozzle Operator Roller Asphalt Raker Bombadier Sewer Rodders Sidewalk Vacuum

An operator will be classed by the piece of equipment on which they are considered the permanent operator. In all cases, a permanent operator shall operate equipment of a lower rating as requested on a temporary basis but will continue to receive the higher rate of their permanent classification. Operators temporarily required to operate equipment of a higher classification than their permanent classification will receive the rate for the higher classification in accordance with Article 8.04.

**SCHEDULE "C" - DEFINITIONS**

The four grades of Operators shall be divided according to the following list:

Operator Grade IA	Showmobile (2 operators while in transit) Bucket Truck
Operator Grade I	3/4 Yard Tractor Loader with Backhoe Ransome Cemetery Backhoe (while operating) Stump Grinder
Operator Grade II	Front End Loader Dump Truck with vacuum - 2 operators Truck while plowing snow Snowblower attachments
Operator Grade III	All Dump Trucks while not plowing snow Ride-on Mower Gravelly (grass or snow) Tanker Truck Gore Fountain operation <u>Tractor with attachments (while in use)</u> Back Blade Gill Pulverizer York Rake Leaf Sweeper Trailer Fertilizer Spreader Aerator Flail Weed Sprayer Brush Chipper

An operator will be classed by the piece of equipment on which they are considered the permanent operator. In all cases, a permanent operator shall operate equipment of a lower rating as requested on a temporary basis but will continue to receive the higher rate of their permanent classification. Operators temporarily required to operate equipment of a higher classification than their permanent classification will receive the rate for the higher rated classification in accordance with Article 8.04.

**LETTER OF UNDERSTANDING**  
**between**  
**THE CORPORATION OF THE CITY OF CAMBRIDGE**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 32**

The parties agree that following mutual ratification of the Memorandum of Settlement the Parties shall implement the following on a trial basis for one ~~(1)~~<sup>one</sup> year, for 1997. The terms of this letter shall be reviewed by the parties prior to December 31, 1997 and it may be extended for a further one (1) year upon mutual agreement. Should agreement not be reached, this letter shall become null and void.

1. **As** an alternative to receiving payment for overtime at the applicable rate, employees shall have the option of accumulating one time per year up to forty (40) hours of overtime at the applicable rate. The employee shall make their decision to bank overtime known to their supervisor each December for the following year.
2. If the employee chooses to accumulate lieu time, they will continue to accumulate lieu time until they reach forty (40) hours or until they decide to make a withdrawal from their lieu time bank.
3. The supervisor shall maintain a list of such accumulated lieu hours.
4. These accumulated hours shall be taken off as lieu time; such time off shall be taken at a time mutually agreed between the supervisor and the employee. Should agreement not be reached on when the employee wishes to take the lieu time off, this shall not become the subject of a grievance.
5. Lieu time may be taken off in blocks of at least one half (1/2) day.
6. Any overtime hours that have been accumulated and not taken off as lieu time by the employee shall be paid out at the end of the year.
7. The trial period shall only apply to all employees in the Public Works Department.

Signed at Cambridge, Ontario this 3rd day of ~~March~~<sup>October</sup>, 1997.

FOR THE EMPLOYER

\_\_\_\_\_  
*Steve Traynor*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

FOR C.U.P.E. LOCAL 32

\_\_\_\_\_  
*Jim Siebert*  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**between**  
**THE CORPORATION OF THE CITY OF CAMBRIDGE**  
**and**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 32**

**Re: Seasonal Alteration in Hours of Work**

The parties agree to allow an alteration in the regular hours of work per day in accordance with the following:

1. There shall be a ten (10) hour shift, four (4) days per week, forty hours per week, either Monday to Thursday, or Tuesday to Friday.
2. The daily hours of work shall be ten (10) continuous hours of work between 7:00 a.m. and 5:00 p.m. There shall be no split shifts.
3. This alternate shift shall take place only during the period of daylight savings time (April to October).
4. A work crew may be split up to allow coverage of the Monday to Friday work week, (i.e. some working Monday to Thursday, others working Tuesday to Friday.)
5. Where an employee feels that they are unable to work the hours identified in this letter, they are to advise the appropriate Director within five (5) working days of receipt of the thirty (30) day shift change notice noted under Item 13. The Director and the President of CUPE Local 32 shall meet in an effort to find a mutually acceptable resolve. If no acceptable resolve is possible, the department may, at its discretion, cancel the shift change notice of any work crew where it is felt a sufficient number of employees willing to work the new shift does not exist. This cancellation must be posted within five (5) working days of when the shift(s) was to commence.

It is clearly understood that, if an employee does not advise the Director within the five (5) working days noted above of a concern, they will work the new hours without recourse to returning to the standard shift of five (5) eight (8) hour days.

6. All work required and performed outside of the hours set out above in #1 and #2 shall be paid at the applicable overtime rate set out in Article 9 of the collective agreement.
7. Sick days and vacation days shall be accumulated and taken as one and one quarter (1 1/4) days for record purposes.
8. An employee who is off work as a result of an injury covered by W.C.B. shall be deemed to revert immediately to the normal hours of work, Monday to Friday, for W.C.B. purposes.
9. Where a statutory holiday falls in a week where a shift of this nature is scheduled, employees will revert back to five (5) eight (8) hours days for that week only, without any shift change notice.
10. The work crews that this Letter of Understanding applies to are Roads, Construction, Water and Forestry Operations.
11. The altered hours of work as set out in this Letter of Understanding shall be on a trial period for the duration of the collective agreement.
12. During the trial period, the parties shall meet each October to review the operation of the altered work week, to consider any required changes or adjustments to the terms of this Letter of



Understanding. This agreement may be terminated at the time of this review for the following year by mutual agreement, or by either party.

- 13. The employer may implement the 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 to the union and the employees.

Signed at Cambridge, Ontario this 3rd day of October, 1997

FOR THE EMPLOYER

[Signature]  
Joe Traves.  
[Signature]  
[Signature]

FOR C.U.P.E. LOCAL 32

[Signature]  
Jim Siebert  
[Signature]

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF CAMBRIDGE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 32

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 transfer any of its operations or functions to another municipal employer, the Corporation will contact the Union immediately.

The City will, where possible, provide assistance in discussions with respect to seniority rights, salary and wage levels, vacations and premiums, for each employee who is transferred to the other municipal employer.

Signed at Cambridge, Ontario this 3rd <sup>October</sup> day of ~~March~~ 1997.

FOR THE EMPLOYER

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Paul W. ...*  
*Eric Trayler*  
*J. K. ...*  
*Barbara Jones*

Date: \_\_\_\_\_

FOR C.U.P.E. LOCAL 32

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Ken ...*  
*Jim ...*  
*...*

Date: \_\_\_\_\_

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF CAMBRIDGE

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 32

The parties recognize that the Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan will not be used to displace any paid work of full-time, part-time employees or students or volunteers if any. The City agrees that the "Ontario Works" clients/placements shall not be placed into any position that is covered by Article 2.01.

Signed at Cambridge, Ontario this 3<sup>rd</sup> day of <sup>October</sup>~~March~~, 1997.

FOR THE EMPLOYER

FOR C.U.P.E. LOCAL 32

[Signature]  
Sue Traves  
[Signature]  
[Signature]

[Signature]  
[Signature]  
[Signature]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF UNDERSTANDING

### 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 (eg. 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 7 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:

Rover4	DZ
Rover 3	1 year service (1 season in C.S.D.; 1 season in Public Works)
Rover 2	2 year's service (2 seasons in C.S.D.; 2 seasons in Public Works)
Rover 1	3 year's service ( 3 seasons in C.S.D.; 3 seasons in Public Works)
Rover 1A	5 year's service (5 seasons in C.S.D.; 5 seasons in Public Works)

#### 3. Rate of Pay

Probationary Rate - \$13.50 per hour (existing rate during probationary period for current employees who transfer)

Rover 4	- \$14.51 per hour
Rover 3	- \$14.74 per hour
Rover 2	- \$14.94 per hour
Rover 1	- \$15.36 per hour
Rover 1A	- \$15.64 per hour

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 8:01 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

While working in Public Works, the City Wide Rover classification will be entitled to overtime as per the Public Works Rover Guidelines. While working in C.S.D., the City Wide Rover classification will be handled as follows with regard to overtime - "City Wide Rover will be assigned overtime hours in accordance with the department's overtime practice".

This Agreement is Without Prejudice or Precedence.

Date: October 3, 1997

FOR C.U.P.E. LOCAL 32

[Handwritten signature]  
[Handwritten signature]  
[Handwritten signature]

FOR THE CORPORATION

[Handwritten signature]  
[Handwritten signature]  
[Handwritten signature]

**LETTER OF INTENT**

The Corporation of the City of Cambridge and the Canadian Union of Public Employees, CUPE Local 32 jointly agreed in 1988 to a Roving Crew within the Engineering and Public Works Division.

Advancement of employees within this crew will be subject to the requirements and guidelines that were jointly agreed upon by both parties. These requirements and guidelines will be altered only upon the mutual agreement of both parties. A copy of the requirements and guidelines will be made available to the Union upon request.

Dated at Cambridge this 3rd day of October 1997.

Signed on behalf of the parties hereto by their duly authorized representatives.

For the Employer

For the Union

\_\_\_\_\_

*Sue Traves*

\_\_\_\_\_

*J. K. O.*

\_\_\_\_\_

*Brian Jones*

\_\_\_\_\_

*Paul M. [unclear]*

\_\_\_\_\_

*Jim Diefert*

\_\_\_\_\_

*[unclear]*

\_\_\_\_\_

*Brian Jones*

LETTER OF UNDERSTANDING

BETWEEN

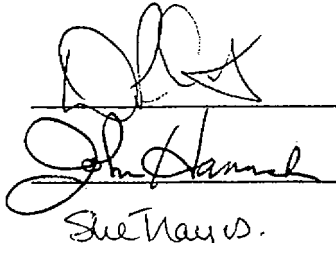
THE CORPORATION OF THE CITY OF CAMBRIDGE  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 32

The parties agree to the following criteria as it relates to Article 14, and more particularly 14.01 safety boots. Safety boots shall be provided on an as needed basis as follows:


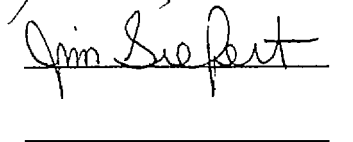
1. Standard stock issue will be high cut safety boots as selected jointly between management and union representatives.
2. Specialized safety boots will be as per divisional needs as established by each division.
3. In the event an employee decides to purchase safety boots on their own and wishes to 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.
  - c) The employee must return receipt of payment to their Supervisor for reimbursement, and
  - d) The boots purchased must be an approved safety boot in accordance with the Occupational Health and Safety Act.
4. All other provisions of the collective agreement shall apply. The above agreement is without prejudice or precedence.
5. This understanding will be reviewed after one (1) year at which time it can be terminated by either party, with thirty (30) days notice.

Signed at Cambridge, Ontario on the 2<sup>nd</sup> of May, 1997.

FOR THE EMPLOYER

  
Sue Travis.

FOR CUPE LOCAL 32

  
Paul Mahal  
  
Jim Siefert