

THIS AGREEMENT entered into this first day of August 17, 2017 (dated of final ratification)

Collective Agreement
April 1, 2016 to March 31, 2020

B E T W E E N

THE CORPORATION OF THE CITY OF MARKHAM
hereinafter referred to as the "Corporation"
OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
on its own behalf and on behalf of its
Local 905.14 (Outside Workers)
hereinafter referred to as the "Union"
OF THE SECOND PART

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DEFINITIONS

The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above unless the context otherwise provides.

ARTICLE 1.00 - PURPOSE

1.01

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees and to provide mechanisms for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided. (2004)

ARTICLE 2.00 - RECOGNITION

2.01 Bargaining Unit

The Corporation recognizes the Union as the sole bargaining agent for all employees of the Corporation of the City of Markham, save and except non-working **foreperson**, persons above the rank of non-working **foreperson**, waterworks forepersons, students employed for the school vacation period, persons employed as temporary employees provided such employment does not exceed 115 working days in any calendar year, and those employees covered by subsisting agreements. (1981)(1989)(2016)

2.02 Written or Verbal Agreement

No employee shall be requested or permitted to make a written or verbal agreement with the employer or the employer's representatives which may conflict with the terms of this Collective Agreement. (1981)

ARTICLE 3.00 - NO DISCRIMINATION

3.01 Discrimination

The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union. (1981)

3.02 Union Activities During Working Hours

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Director of Human Resources or designate. (1981)(2001)(2004)

ARTICLE 4.00 - MANAGEMENT RIGHTS

4.01 Respect of Management Rights

The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed exclusively in the Corporation, and without restricting the generality of the foregoing to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause

- provided that a claim by an employee who has acquired seniority that **they have** been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided **(2016)**;
- (c) make, enforce and alter, from time to time rules and regulations to be observed by the employees. Such rules or regulations shall not be inconsistent with the terms of the within Agreement.

4.02 Exercise of Management Rights

The Corporation agrees that these functions shall only be exercised in a manner consistent with the provisions of the Agreement. (2007)

ARTICLE 5.00 - UNION SECURITY

5.01 Checkoff of Union Dues

The Corporation agrees, during the term of this Agreement, to deduct from the pay of all employees in the bargaining unit, an amount equal to the regular monthly dues, as certified by the Union, and to remit the same prior to the end of such month to the Secretary-Treasurer of the Union, along with a list of names of employees from whose wages deductions have been made and the amounts so deducted and a total of all regular wages paid to bargaining unit employees exclusive of fringe benefits. (1981)(1985)

5.02 Liability of Corporation

In consideration of the deduction and forwarding service by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection or forwarding of these dues.

5.03

On commencing employment, the employee's supervisor shall introduce the new employee to the Union Steward or Representative. An officer of the Union shall be given the opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the responsibilities and obligations to the Employer and the Union. (2013)

The Corporation agrees to provide a list of all new hires into the bargaining unit and the position they are filling to the Union on a semi-annual basis (January and July). (2016)

ARTICLE 6.00 - BARGAINING RELATIONS

6.01 Union Bargaining Committee

For the purpose of negotiations between the parties, the Corporation shall recognize a negotiating committee of the Union to be composed of not more than three (3) elected members and the Unit Chair, not more than one from any particular division. (1981)(1989)(2001)

6.02 Representatives of Canadian Union

The negotiating committee shall be entitled to have present and be represented by a representative of the Canadian Union of Public Employees at all negotiation meetings between the Union and the Corporation.

The representative shall be recognized as having the right to advise and assist the Union negotiating committee and the right to speak, bargain and negotiate on their behalf.

ARTICLE 7.00 - GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards

The Corporation acknowledges the right of the Union to appoint or otherwise select four (4) stewards, together with an alternate steward, each of whom shall have attained seniority. The names of the stewards shall be given to the Corporation in writing and the Corporation shall not be required to recognize any such steward until it has been so notified.

The Corporation undertakes to instruct all members of its supervisory staff to co-operate with the stewards in the carrying out of the terms and requirements of this Agreement.

The Union undertakes to secure from its officers, stewards and members their co-operation with the Corporation and with all persons representing the Corporation in a supervisory capacity.

7.02 Permission to Leave Work

It is understood that stewards have their regular work to perform and that if it is necessary for them to service a grievance or negotiate during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor. In obtaining such permission, the steward shall state **their** destination to the immediate supervisor and report again at the time of **their** return to work. **(2016)**

In accordance with this understanding stewards attending meetings with the Corporation in the dealing with employees' grievances or negotiating when appointed as a bargaining committee member, during their regular hours of work, shall not suffer any loss in pay. (2010)

7.03 Settling of Grievances

The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

It is understood that an employee does not have a complaint unless it is officially brought to the attention of the immediate Supervisor or the hiring supervisor in complaints related to transfer or promotion within five (5) working days of the event or time at which the employee became or ought reasonably to have become aware of the event which led to the complaint. The employee may contact the Human Resources Department who will direct the employee to the appropriate hiring supervisor in complaints related to transfer or promotion as required. The immediate Supervisor or hiring supervisor shall reply to the complaint within five (5) working days. (1981)(1989)(2007)

Step No. 1 - Failing settlement of the complaint, within five (5) working days, the aggrieved employee shall present the grievance in writing to the immediate supervisor. The employee shall have the assistance of **their** steward if so desired. **(2016)**

The supervisor shall give the decision within five (5) working days following the presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows: (1981)(1989)(2013)

Step No. 2 - Within ten (10) working days after the decision is given under Step No. 1, the aggrieved employee may request a meeting with the Chief Administrative Officer (CAO) or designate and the meeting shall take place within a further five (5) working days from receipt of the request, unless mutually extended by the Parties, at which time the parties will consider the grievance. The employee shall be accompanied by **their** steward. The Corporation shall provide a written response to the Union within ten (10) working days. (1989)(2001)(2007)(2016)

Step No. 3 - If final settlement of the grievance is not reached at Step No. 2 and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to **arbitration** as provided in Article 8.00 at any time within thirty (30) working days after the decision is given under Step No. 2, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned. (2007)(2016)

7.04 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the union has a grievance, Step 1 of this Article may be bypassed. (1981)

ARTICLE 8.00 - ARBITRATION

8.01 Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7.00, and which has not been settled, will be referred to **arbitration**, at the written request of either of the parties hereto. (2016)

Within five (5) working days of the request by either party for **arbitration**, each party shall **provide** the other in writing the name of its **preferred arbitrators**. (2001)(2016)

8.02 Failure to Appoint

Should the **parties** fail to agree on **an arbitrator** within seven (7) days of the notification mentioned in 8.01 above, the Minister of Labour of the Province of Ontario will be asked to nominate **an arbitrator**. (2016)

8.03 Decision of the Arbitrator

The **arbitrator** shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement. (2016)

8.04 Expenses of the Board

Each of the parties to this Agreement will **jointly** bear the expenses of the arbitrator. (2016)

8.05 Amending of Time Limits

In determining the time within which any step is to be taken under the grievance and arbitration procedures; Saturdays, Sundays and Statutory Holidays shall be excluded. Any and all time limits in both the grievance and arbitration procedures may at any time be extended by agreement in writing between the parties to the Agreement. (1981)

ARTICLE 9.00 – DISCHARGE AND EMPLOYEE RECORDS

9.01 Claim for Unjust Discharge

A claim by an employee who has completed the probationary period that **they have** been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Corporation at Step No. 2, within five (5) working days after the discharge is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by: **(2016)**

- (a) confirming the Corporation's action in dismissing the employee;
- (b) reinstating the employee with payment for such time lost due to the discharge at the regular rate of pay for **their** normally scheduled work for such period, less any amounts of money earned by the employee during such period; **(2016)**
- (c) by any other arrangement which may be deemed just and equitable.

9.02 Probationary Employees

It is recognized that probationary employees may be released for reasons less serious than in the case of a discharge of an employee who has completed the probationary period and accordingly, the release of a probationary employee will not be subject to the Grievance Procedure.

9.03 Employee Records

The employer agrees to remove from the employee's record any disciplinary documentation after twenty-four (24) calendar months following the date of the documented discipline when the employee has made a request in writing of the Director of Human Resources that said disciplinary documentation be removed from **their** personnel file. Provided there has been no further cause for such record the employer will not refer to or rely on the disciplinary documentation after twenty-four (24) months. **(2007)(2016)**

ARTICLE 10.00 - CORPORATION GRIEVANCES

10.01 Corporation Grievances

Any grievance instituted by Management may be referred in writing to the Grievance Committee within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Grievance Committee shall meet within five (5) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred to a Board of Arbitration as provided in Article 8.00 at any time within ten (10) calendar days, but not later. **(1989)(2001)**

ARTICLE 11.00 - NO STRIKES OR LOCKOUTS

11.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and handling of Grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Corporation agrees that there will be no lockouts.

ARTICLE 12.00 - SENIORITY

12.01 Seniority Defined

Seniority, as referred to in this Agreement, shall mean length of service in the employ of the Corporation and shall be on bargaining unit wide basis.

12.02 Seniority List

Seniority lists will be revised once a year. A copy of the list will be posted and a copy given to the Union, by January 15th and July 1st of each year. (2007)

12.03 Probation for Newly Hired Employees

An employee will be considered on probation for the first six (6) months and will have no seniority rights during that period, but shall pay Union dues pursuant to provisions of the Agreement immediately and, as provided in Article 9.02, shall be subject to discharge during the full six (6) months of the probationary period. The dismissal, layoff or failure to recall of a probationary employee shall not be the subject of a grievance.

After six (6) months of service, the seniority shall date back to a date six (6) months prior to the date on which **they** completed the six (6) months probationary period. If immediately prior to becoming a probationary employee **they have** worked without interruption as a temporary employee, such probationary employee shall be entitled to have as **their** seniority date the date **they** commenced employment as a temporary employee. (1981)(2016)

12.04 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Corporation when **the employee: (2016)**

- (a) voluntarily quits **their** employment with the Corporation and does not withdraw the resignation within two (2) days of submitting the resignation; (1984)(1989)(2016)
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of one year;
- (d) fails to report for work on the date specified by the Corporation after being notified by the Corporation by registered mail following a layoff; (1989)
- (e) fails to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Corporation. Such notice of extension shall only be for good and sufficient cause;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing.
- (g) Excessive absenteeism may be considered innocent absenteeism and may therefore constitute grounds for dismissal. (1996)

12.05 Seniority Outside Bargaining Unit

In the event an employee covered by this Agreement accepts a full-time position within the Corporation which is outside the scope of this Agreement and is later placed in a position within the scope of this Agreement, the employee shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving beyond the scope of the Agreement. **Their** return to the bargaining unit should not result in the layoff or bumping of an employee holding **their** previous position acquired through job posting, if the employee remains outside the bargaining unit for a period of twelve (12) months or more. (1991)(2016)

ARTICLE 13.00 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

When any of the occupational classifications mentioned in Schedule 'A' of this Agreement, except Grade 2, become vacant, or any new positions of a permanent nature are created, or if any of the following positions require a training period for a position about to become vacant, (Gradall, Grader, Sweeper and Backhoe-Loader Operators) notice thereof shall be posted up for a period of five (5) working days on all bulletin boards. Any such notice shall contain the nature of the position, the qualifications required, the wage or salary rate and any other relevant information. When vacancies occur in Grade 2, the Corporation agrees to advise the Union by means of an information posting. The Corporation will consider any application received for Grade 2 postings; however, the selection for such a position is excluded from the terms of this Agreement. (1989)(2007)

Any employee in the bargaining unit who wishes to be considered to fill a job posting, shall submit a written application to the official of the Corporation named in the notice within, and not after, five (5) working days of the posting up of such notice, setting forth **their** qualifications.(2010)(2016)

Any employee applicant currently a member of this bargaining unit will be considered prior to other applicants. (2016)

13.02 Role of Seniority in Promotions and Transfers

Promotions to higher rated jobs shall be based upon the following factors; a) seniority; and b) qualifications, ability, knowledge, skill and demonstrated performance where there are performance factors that are similar between the jobs.

The applicant who possesses the required qualifications, ability, knowledge, skill and demonstrated performance shall be selected. In the event that two (2) or more employees make application for any such posted vacancy and where the requirements in factor (b) are relatively equal, seniority shall govern

In the case of applications for a vacant position having the same rate of pay or less than the applicant is presently receiving, the application will be considered providing the senior applicant possesses the required qualifications and ability for the posted position.

For all promotions and job changes, a four (4) month trial period will be served. Prior to the completion of the four (4) month trial period, the Employer shall confirm the employee in the new position or return the employee to **their** previous position. (1987)(1999)(2004)(2016)

13.03 Promotion Defined

Promotion in this Agreement shall mean transfer to an occupational classification carrying a higher rate of pay in the bargaining unit.

ARTICLE 14.00 - LAYOFFS AND RECALL

14.01 Role of Seniority in Layoffs and Recalls

Layoffs which are anticipated to exceed five (5) working days and recalls after such layoffs shall be based upon the following factors:

- (a) seniority; and

- (b) qualifications and ability. Where the requirements in factor (b) are relatively equal, seniority shall govern.

14.02 Short-Term Layoffs

In the event of a layoff of less than five (5) days duration the factors set out in Article 14.01 hereof shall apply in the same manner provided, however, that seniority shall be considered on a job classification basis.

14.03 Layoff/Recall Process

When all the conditions set out in Article 14.01 apply, the following will also apply:

- (i) the requirement to post vacancies is suspended if notice of layoff has been given and/or if employees are on layoff.
- (ii) employees bumped from their jobs have the right to recall to their original position for a period of one year from the date they were bumped.
- (iii) employees receiving notice of layoff may accept the layoff, exercise their right to bump into another position, or transfer to a position the City has declared vacant. No employee shall bump into a position that is higher paid than their original job.
- (iv) employees being recalled from layoff are not entitled to be recalled into a job at a higher rate of pay than their original job.
- (v) employees temporarily assigned to jobs at a higher rate of pay than their normal job remain subject to bumping from their original job.
- (vi) if a vacancy is not filled through recall, it will be posted.
- (vii) a vacancy in a newly established position will be posted notwithstanding that there may be employees on layoff. Newly established refers to positions established subsequent to the layoff. (1996)

14.04

The Union shall be provided a list of all bargaining unit members who are on layoff or recall, in June of each year. (2013)

ARTICLE 15.00 - HOURS OF WORK

15.01 Hours of Work

a) Operations/Roads

The standard hours of work for each shift shall be as follows:

7:30 a.m. to 4:00 p.m. (morning shift)

3:30 p.m. - 12:00 Midnight (afternoon shift)

11:30 p.m. - 8:00 a.m. (night shift)

commencing Sunday night and ending Friday, 8:00 a.m. with one half (1/2) hour meal period.

During the period from November 1st to March 31st, the standard hours of work may be scheduled in shifts of an eight (8) consecutive hours per day basis, excluding the lunch period, forty (40) hours per week, Monday to Friday. All shifts shall be on a rotational basis and posted five (5) days in advance.

During the period from November 1st to March 31st, should an employee be called in to work before the start of their regular shift, the employee may apply to leave the workplace after having worked eight (8) hours. If the employee so requests, and the Supervisor agrees based on operational requirements, the employee will receive eight (8) hours pay at **their** regular straight time hourly rate for the eight (8) hours worked. (2010)(2016)

During the period from April 1st to October 31st, the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the Corporation may schedule two (2) employees from one of the following categories in the Operations/Roads Department: 3, 4, 5 and 6 on shifts consisting of an eight (8) consecutive hour basis, excluding the lunch period, forty (40) hours per week. The shifts to be of two (2) weeks duration on a rotation basis and posted five (5) days in advance. The shift referred to shall be divided equally among all employees in the listed classifications, as far as is practical. (2007)

The Corporation may schedule one (1) Licensed Fleet Technician on the afternoon shift once, for a two week period. (2007)

A Licensed Fleet Technician may be scheduled on an eight (8) consecutive hour per day basis, excluding lunch period, Monday to Friday, forty (40) hours per week on a static afternoon shift basis throughout the calendar year. (1999) (2007)

Labourer/Driver – Road Patrol

For the period of April 1st to October 31st, the shifts for this position would be 3:30 pm to midnight, from Monday to Friday.

For the period of November 1st to March 31st, the shifts would be as follows:

One week consisting of two (2) eight (8) hour shifts Thursday and Friday 3:30 pm to midnight plus two (2) twelve (12) hour shifts scheduled on Saturday and Sunday,

or

One week consisting of two (2) twelve (12) hour shifts scheduled on Saturday and Sunday, plus two (2) eight (8) hour shifts Monday and Tuesday 3:30 pm to midnight. (2016)

The Labourer/Driver – Road Patrol will receive one half (1/2) hour meal period in accordance with the *Ontario Employment Standards Act*. (2016)

b) Operations/Parks

The standard hours of work for each shift shall be as follows:

7:30 a.m. to 4:00 p.m. (morning shift)

3:30 p.m. to 12:00 Midnight (afternoon shift)

11:30 p.m. to 8:00 a.m. (night shift)

commencing Sunday night and ending Friday, 8:00 a.m. with one half (1/2) hour meal period.

During the period from November 1st to March 31st, the standard hours of work may be scheduled in shifts of an eight (8) consecutive hour per day basis, excluding the lunch period, forty (40) hours a week, Monday to Friday. All shifts shall be on a rotation basis and posted five (5) days in advance. To facilitate the construction of outdoor ice surfaces during the period, twenty-four (24) hours notice only shall be required for employees to change shifts.

During the period from November 1st to March 31st, should an employee be called in to work before the start of their regular shift, the employee may apply to leave the workplace after having worked eight (8) hours. If the employee so requests, and the Supervisor agrees based on operational requirements, the employee will receive eight (8) hours pay at **their** regular straight time hourly rate for the eight (8) hours worked. (2010)(2016)

During the period from April 1st to October 31st, the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the Corporation may schedule one (1) Group Leader and one (1) 150 Day employee to work at each community park (e.g. Milne Dam, Milliken Mills, Berczy, Wismer and Greensborough Parks, and any further community parks developed) on four (4) day per week shifts that include Saturdays and Sundays consisting of either two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts or four (4) ten (10) hour shifts, excluding lunch period, forty (40) hours per week, Monday to Sunday on a static basis throughout the designated period. The starting time of such shifts shall be between 7:30 a.m. and 9:30 a.m. (2010)

The Corporation may also schedule up to six (6) 150 Day employees on four (4) day per week shifts that include Saturdays and Sundays consisting of either two (2) eight (8) hour shifts and two (2) twelve (12) hour shifts or four (4) ten (10) hour shifts, excluding lunch period, forty (40) hours per week, Monday to Sunday. The starting times of such shifts will be between 5:30 a.m. and 7:30 a.m. The shifts are to be two (2) weeks duration on a rotation basis and posted five (5) days in advance. The shift referred to shall be divided equally among all employees as far as is practical. (1999) (2004) (2007)

The Corporation may also schedule up to ten (10) 150 Day employees, with a further two (2) 150 Day employees subject to identification of increased service requirements, on an eight (8) consecutive hour per day basis, excluding lunch period, Monday to Friday, forty (40) hours per week on a static afternoon shift. The starting times of such shifts will be between 1:30 p.m. and 3:30 p.m. (2010) (2013)

c) Waterworks

The standard hours of work for each shift shall be as follows:

7:30 a.m. to 4:00 p.m. (morning shift)

3:30 p.m. to 12:00 Midnight (afternoon shift)

11:30 p.m. to 8:00 a.m. (night shift)

commencing Sunday night and ending Friday, 8:00 a.m. with one half (1/2) hour meal period.

The afternoon and night shifts shall not exceed two weeks in duration on a rotation basis and shall be posted five (5) days in advance. (2013)

d) Recreation

The standard work period for Community Centre employees who are employed in any Corporation operation which is required to be operated on a six (6) or seven (7) day basis, or a shift basis, shall be no more than seven (7) consecutive shifts, unless mutually agreed otherwise. The Corporation will endeavour to grant **fourteen (14)** hours off between shifts and to schedule days off together. The Corporation will endeavour to grant every third week-end off. (2001)(2010)(2016)

The standard hours of work for each shift shall be as follows:

Starting between 6:00 a.m. and 9:00 a.m. and ending eight paid hours later (morning shift) except for those listed in the following paragraph;

Starting between 5:00 a.m. and 8:00 a.m. and ending eight (8) paid hours later (morning shift) to facilitate the opening of **Community Centres** and any future facilities with **an indoor** pool and/or fitness programs; (2013)(2016)

Starting between 2:30 p.m. and 5:30 p.m. and ending eight (8) paid hours later (afternoon shift);

Starting between 10:00 p.m. and 1:00 a.m. and ending eight (8) paid hours later (night shift) with one half (1/2) hour for a lunch period. (2007)

The meal period shall be one half (1/2) hour paid meal period when the Facility Operator is required to remain on duty during lunch.

The standard hours of work when the ice is out shall be Monday to Friday, 8:00 a.m. to 4:30 p.m. However, it is understood that if a function is scheduled for the community centre on any night, an employee may be re-scheduled to cover such event. No employee will be re-scheduled unnecessarily and such re-scheduling will be divided equally among the employees.

Notwithstanding the flexible shift starting times provided for above, when any employee is assigned a starting time, they shall continue to have the same starting time throughout a one (1) week shift rotation. (2001)(2004)(2010)

e) Culture

The standard work period for **Cultural Facility** employees who are employed in any Corporation operation which is required to be operated on a six (6) or seven (7) day basis, or a shift basis, shall be eighty (80) hours over ten (10) days in any fourteen (14) consecutive day period. No employee shall be required to work more than eight (8) consecutive shifts, unless mutually agreed otherwise. The Corporation will endeavour to grant **a minimum of fourteen (14) hours off** between shifts and to schedule days off together. The Corporation will endeavour to grant every third week-end off. (2001)(2016)

The standard hours of work for each shift shall be as follows:

Starting between 6:00 a.m. and 9:00 a.m. and ending eight paid hours later (morning shift) **with one half (1/2) hour for a lunch period; (2016)**

Starting between 2:30 p.m. and 5:30 p.m. and ending eight (8) paid hours later (afternoon shift) **with one half (1/2) hour for a lunch period; (2016)**

When any employee is assigned a starting time, they shall continue to have the same starting time throughout a two (2) week **period unless mutually agreed to otherwise.** (2001)(2004)(2016)

15.02 Break Period

There will be two (2) fifteen (15) minute break periods allowed each day, one in the first half of the shift and one in the second half of the shift subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Corporation. (2007)

15.03 Shift Premiums

Employees working on a shift other than normal working hours as defined in Article 15.00 shall receive \$1.00 per hour. (1985)(1986)(1990)(1991)(1999)(2001)(2004)

ARTICLE 16.00 - OVERTIME

16.01 Compensation for Overtime

Authorized work performed in excess of the employee's normal work week or normal work day as defined in Section 15.01 above will be paid at the rate of time and one-half the employee's regular shift time rate. Authorized overtime worked on Sundays or, in the case of Facility employees, the second scheduled day off, will be paid at the rate of two times the employee's regular shift rate. (2013)

16.02 Sharing of Overtime

The Corporation shall, whenever practical, offer overtime, which is not continuous from normal working hours, to qualified employees who normally perform the work. (1991)

16.03 Call In Pay

An employee who has left the Corporation's premises and who is called in to work outside of **their** regular scheduled hours shall be paid at the rate of time and one-half the regular straight time rate for all hours worked with a minimum of two (2) hours pay at 1 ½ time **their** regular straight time rate, provided the employee has completed their regular shift for that day and except to the extent that this two (2) hour period overlaps and extends into **their** regular shift, in which case the employee shall receive only time and one-half for all hours actually worked

prior to the commencement of **their** regular shift. It is understood, however, that the minimum guarantee of two (2) hours pay at 1 ½ times **their** regular straight time rate shall be applicable only for two separate call-ins in any twenty-four (24) hour period and that for the third and subsequent call-in an employee shall be eligible only for time and one-half for all hours actually worked. **(2016)**

After 16 or more continuous hours of work the next consecutive 8 hours must be time off except in emergency situations as determined by the City and, if any of the 8 hours off fall within the employees' next regular scheduled shift, all such hours shall be paid at straight time rates. Under no circumstances will any employee be required or allowed to work more than 20 continuous hours. (1999)(2004)

16.04 Standby Pay

Throughout the year, in addition to any other income, an employee assigned to standby for emergency purposes from Monday to Friday will be paid one (1) hour of **their** regular straight time hourly rate per day. **Employees** assigned to be on standby for emergency purposes on Saturday, Sunday will be paid 2 hours of **their** regular straight time hourly rate for each of those days **and employees assigned to be on standby for emergency purposes on statutory holidays will be paid 3 hours of their regular straight time hourly rate. (2016)**

Employees assigned to be on standby shall ensure that **they are** available to take all the necessary calls and communications during the period of the standby assignment. **Employees** shall also ensure that the technological means of receiving such calls and/or communications (e.g. telephone, beeper, pager, etc.) are in good working order and if not in good working order, the **employees** shall take all reasonable steps to ensure uninterrupted communications with the Corporation. Any out-of-pocket expenses considered reasonable by the Corporation shall be reimbursed. **(2016)**

Work related phone calls will be paid for at the straight time hourly rate for all time spent on the telephone, or ½ hour at the straight time hourly rate, whichever is greater.

Employees scheduled for standby shall not be required to be on standby for more than one holiday weekend in a row. Failure to be available for response to a work call on short notice and/or failing to report within a reasonable period of time, will result in forfeiture of one half (1/2) of the standby pay for the total standby period. (1985)(1999)(2004)

16.05 Lieu Time

A Department Head or designate may at **their** discretion allow time off regular working hours in lieu of overtime payment at the applicable overtime rate, when requested by the employee and at a time mutually agreeable. Such lieu time off work may only be taken at non-peak or slower work time periods. **(2016)**

For in lieu of overtime payment purposes, not more than five (5) days of time off shall be earned and taken by an employee in any one calendar year. These days off are not transferable to the next year.

The accumulated overtime hours shall be taken as time off with pay in full days. All overtime hours worked in one work period must be designated either paid for or scheduled for lieu time

off - it is not permissible to split the time. Lieu time will not be considered for overtime work periods of less than one (1) hour. (1990)(2004)

16.06 Excess Weekly Hours of Work

Employees may be required to work extra hours beyond eight (8) hours in a work day or forty-eight (48) hours in a work week, to a maximum of seventy-two (72) hours in a work week, subject to the overtime provisions in this Article. (2005)

ARTICLE 17.00 - HOLIDAYS

17.01 Paid Holidays

The following statutory holidays, regardless of when they fall, will be granted with pay to all employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

and any other day proclaimed as a holiday by the Municipal Government. A floating holiday shall be granted, to be taken at a time mutually agreed upon by the employee and the supervisor. Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours that would normally have been worked on such day. (2007)

The following qualifications apply to the floating holiday:

- i) shall be taken during the calendar year;
- ii) failure to take the Floating Holiday during the calendar year forfeits all entitlement to the holiday;
- iii) the Floating Holiday will be scheduled on a first requested basis;
- iv) the employee shall have sixty (60) days continuous current service with the Corporation to qualify for the Floating Holiday. (1985)(2001)(2004)

17.02 Compensation for Holidays on Saturday or Sunday

Any holiday falling on a Saturday or Sunday shall be celebrated on the following Monday. When Christmas and Boxing Day fall on Saturday and Sunday, or when Christmas falls on Sunday, Christmas and Boxing Day shall be celebrated on the following Monday and Tuesday. When Christmas falls on a Friday, the following Monday shall be observed as the Boxing Day holiday.

Where a work unit operates on a shift schedule that includes Saturday or Sunday, Christmas, Boxing Day, New Year's Day, and Canada Day will be celebrated on the days that they fall. (2016)

17.03 Pay for Work on a Holiday

Any employee required to work on a statutory holiday as defined above, shall be paid for all authorized work performed on such holiday at double **their** regular straight time rate of pay for all hours worked, in addition to the holiday pay. (2016)

17.04 Qualification for Holiday Pay

In order to qualify for holiday pay an employee shall work **their** regularly assigned hours of work on the day immediately prior to and on the day immediately following the holiday (or the day on which the holiday is observed). If on sick leave, approved leave of absence, vacation or bereavement leave, the employee shall not lose the pay for the holiday. **(2016)**

17.05 Floating Holiday

The floating holiday shall not be classed as a paid holiday for premium rates of pay. (1985)

ARTICLE 18.00 - VACATIONS

18.01 Length of Vacation

Vacation period, calculation of pay, continuous service and pay distributions will be based on a vacation year which shall be from July 1st to June 30th. Vacations with pay will be granted in accordance with the following:

- (a) Employees who have not completed a full year of service by June 30th in any year will be given a vacation with pay based on one (1) day for each completed calendar month of service since the date of starting employment, to a maximum of **twelve (12)** days and after the completion of one (1) year of service shall receive three (3) weeks vacation with pay (15 working days). (2004)(2007)**(2016)**
- (b) Employees who have completed eight (8) full years of service by June 30th shall receive four (4) weeks vacation with pay (20 working days). (1981)(1987)(1999)(2004)
- (c) Employees who have completed fifteen (15) full years of service by June 30th shall receive five (5) weeks vacation with pay (25 working days). (1981)(1999)(2004)
- (d) Employees who have completed twenty-four (24) full years of service by June 30th shall receive six (6) weeks vacation with pay (30 working days). (1990)(1999)(2004)(2007)
- (e) Employees who have completed twenty-nine (29) years of full service shall receive an additional day per year. (2007)(2013)

18.02 Compensation for Holidays Falling Within Vacation Schedule

In the event that a holiday falls within the vacation period of an employee who has completed the probationary period, the employee's vacation shall be extended an extra day.

18.03 Carry-Over of Vacation

Employees shall not be permitted to carry vacation entitlement beyond the calendar year except in cases of extenuating circumstances as determined by the Department Head or designate. In such cases, employees are required to **submit a written request to the Department Head or designate** for such vacation carry-over prior to December 1st of any calendar year. Such vacations approved for carry-over must be taken by March 31st of the following year. (1989)(2001)(2004)**(2016)**

18.04 Seniority and Vacation Scheduling

Choice of vacation dates shall be governed according to seniority within the Department, subject to the requirement to maintain an efficient operation in the Department in question.

All vacations are to be submitted by an employee before March 15th if the employee wishes to ensure **their** seniority in respect to vacation scheduling. The Corporation will confirm or reject the employee's request consistent with seniority no later than April 1st. **(2016)**

Vacations submitted after March 15th will be reviewed on a receipt basis and confirmed or rejected within one (1) week of receipt. (1984)(2004)

18.05 Vacation Leave Deductions for Regular Scheduled Shifts Greater Than Eight (8) Hours

Deductions for vacation will be the equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent vacation entitlements, in hours, received by employees working an eight (8) hour shift, as contained in Clause 18.01 of the Collective Agreement. (2016)

ARTICLE 19.00 - SICK LEAVE PROVISIONS

The purpose of sick leave payment is to replace employment income lost due to non-occupational illness or injury which prevents an employee from performing the normal duties of their job or such other functions to which the employee may be assigned.

Sick leave credits shall not be paid for those days for which an employee has received employment or disability income from other sources. (1989)

19.01 Sick Leave Credit

All eligible employees will receive eighty-five (85) working days sick leave credits on January 1 of each year. Unused credits are non-cumulative and will not, with the following exceptions, be carried over into the new year. (2010)

The unused portion of the 85 days may only be carried over into the following calendar year if the employee's current illness/disability continues and/or extends into the new calendar year. In such cases, the sick leave bank shall not be replenished. Rather, the employee will be covered by the long term disability benefit commencing after the qualifying period of seventeen (17) weeks (85 working days) from the initial day of illness/disability resulting in L.T.D. (1989)(2010)(2013)

In the event that the employee returns to work in the same year as having received L.T.D. benefits, the number of short term disability credits used in that calendar year shall be deducted from 85 (days) and the difference will be available to the employee for the remainder of the calendar year unless, within 6 months, a reoccurrence of the original L.T.D. claim occurs, which is covered by the insurance carrier. (1989)(2010)

Payment of sick leave will be made as follows to all employees who have been with the Corporation six (6) months (upon completion of probationary period) to four (4) years:

- First ten (10) days at 100% pay;
- Next seventy-five (75) days at 75% pay (see last paragraph of section 19.01 above);

Upon completion of four (4) years service all sick leave will be paid at 100%.

19.02 Proof of Illness

All employees are required to notify the employer, on a daily basis and prior to the commencement of the shift, when they will be absent from work. The employee is required to state reasons for each day of absenteeism. (1987)

Any employee whose illness extends to the third working day shall, on or before the third day, file a doctor's certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) with the Department of Human Resources. (1987)(2013)

The employee shall provide a doctor's certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) after the fifth (5th) absence period. This procedure will continue for the remainder of the calendar year. (1981)(2013)

Notwithstanding the foregoing, the Corporation may require an employee to provide a Doctor's certificate for absences of less than three days and/or prior to the fifth period of absence in any calendar year, where there is a demonstrated pattern of absences over a sustained period of time. In such a case, the Doctor's certificate shall also indicate the aspects of the job which the employee is limited or prevented from performing and estimated date of return. (1999)(2010)

The Corporation shall have the right to require any employee to take a medical examination by a doctor appointed by the Corporation, at the Corporation's expense, if the employee states that **they have** a medical reason for being unable to perform the major portion of work required by **their** position. (1981)(2016)

In the case of a prolonged absence, a medical certificate complete with specific job restrictions and estimated date of return shall be submitted at the Corporation's expense every 30 days, unless waived by the Corporation. (2001)(2010)

19.03 Deductions from Sick Leave

The sick leave credits of an employee shall be deducted based on the following:

Portion of Day Absent Due to Sickness:	Sick Leave Credit Deduction:
Up to 4 hours	1/2 day
4 hours to 8 hours	1 day

(1987)(1989)

19.04 Sick Leave/Resignation

An eligible employee who has submitted a resignation shall not be paid sick leave unless written medical substantiation is submitted to the Corporation. (1989)

19.05 **Sick Leave Deductions for Regular Scheduled Shifts Greater Than Eight (8) Hours**

Deductions for sick leave will be the equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent sick leave entitlement, in hours, received by employees working an eight (8) hour shift, as contained in Clause 19.01 of the Collective Agreement. For greater clarity, eighty-five (85)

working days is equivalent to six hundred and eighty (680) hours and shall not exceed seventeen (17) weeks.

Payment of sick leave will be made as follows to all employees who have been with the Corporation for six (6) months (upon completion of their probationary period) to four (4) years:

- first 80 hours, which is the equivalent of ten (10) working days, in hours, received by employees working an eight (8) hour shift, at one hundred (100%) pay;
- next 600 hours, which is the equivalent of seventy-five (75) working days, in hours, received by employees working an eight (8) hour shift, at seventy-five percent (75%) pay;
- upon completion of four (4) years of service, sick leave for all six hundred and eighty (680) hours will be paid at one hundred percent (100%). For greater clarity, eighty-five (85) working days is equivalent to six hundred and eighty (680) hours.

In order for deductions from sick leave to be equivalent to that received by employees working an eight (8) hour shift, as contained in Clause 19.03 of the Collective Agreement, the sick leave credits of an employee working regular scheduled shifts greater than eight (8) hour shift shall be deducted based on the following:

Portion of Day Absent Due to Sickness	Sick Leave Credit Deduction
Up to one half (1/2) of the hours of their shift	1/2 of the hours in their scheduled shift
One half (1/2) of the hours of their shift or more	The full number of hours in their scheduled shift

(2016)

ARTICLE 20.00 - LEAVES OF ABSENCE

20.01 General Leave

The Corporation may grant leave of absence without pay and without loss of seniority to an employee for good and sufficient personal reasons. All requests for such leaves of absence shall be in writing as far in advance as practicable and **submitted to the applicable Commissioner or designate**. The Corporation agrees to confirm or deny the request for such leaves as soon as possible. (2016)

- (a) Leaves of Absence will result in suspension of seniority and benefits after four (4) consecutive weeks, unless otherwise required by law. It is understood that vacations do not constitute a leave of absence. (2001)(2007)

20.02 Bereavement Leave

In the event of a death in the immediate family of an employee covered by this Agreement, the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for any absence up to a period of five (5) working days for the purpose of making arrangements for, or attending the funeral. Immediate family shall mean: parents, children, spouse and common-law spouse and siblings. (1999)

In the event of the death of an employee's spouse or common law spouse the Corporation agrees to grant time off and to make up the employee's regular pay (exclusive of any premiums) for one (1) additional working day for the purpose of Executor responsibilities. (2013)

In the event of the death of an employee's grandparents, grandchildren or mother-in-law, father-in-law, brother-in-law or sister-in-law three (3) working days absence shall be granted in accordance with the above provision. (1999)

In the event of the death of an employee's aunt or uncle one (1) working days absence shall be granted in accordance with the above provision. (1985)(1999)

One day's leave of absence shall be granted for the purpose of being a pallbearer.

20.03 Leave of Absence for Union Functions

- (a) The Corporation agrees to grant leave of absence without pay and without loss of seniority for Union business to not more than two (2) employees selected by the Union to attend conventions or conferences.

It is understood, however, that the cumulative total of leaves of absences granted under this section shall not exceed **twelve (12)** working days in any calendar year per individual, with a cumulative total of **thirty (30)** working days. Requests for such leave of absence shall be made in writing at least two (2) weeks in advance of such leave by completing a form as provided by the Corporation. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. (2007)(2013)(**2016**)

In addition to the above, the Union negotiating committee shall be allowed two (2) day leave of absence with pay to prepare for negotiations. It is understood that request for such leave of absence shall be made in writing at least (1) week in advance of such leave by completing the form as provided by the Corporation. The Corporation agrees to confirm or deny the request for such leave of absence within two (2) days of the receipt of the request that shall not be unreasonably denied. (2007)(2010)

Notwithstanding the above, members of the Local Executive may request in writing at least two (2) weeks in advance, to utilize one or more other day(s) as outlined above for the purpose of conducting Union business other than conferences and conventions. Any such days used will be deducted from the annual allowances set out above. (2016)

b) LEAVE FOR CUPE LOCAL 905 OFFICE or CUPE National or CUPE Ontario

Where an employee is elected or appointed to a position within CUPE Local 905 or CUPE National or CUPE Ontario the Employer will consider a request for extended leave of absence for such employee for a period not to exceed one calendar year. Such request will be granted in the event that not less than four (4) weeks written notice of request is presented to the Director of Human Resources. The Employer shall pay the employee's wages however, it is agreed and understood by the parties

that the Employer shall invoice the Union and the Union shall forthwith provide full reimbursement to the Employer.

Conditional upon 30 days written notice, the employee shall be returned to **their** former position to which **they were** employed before taking office or an available position for which they are qualified in the event that the employee no longer holds required certifications/licences. **(2016)**

It is understood the employer may fill the position with a temporary employee for the length of the leave. The temporary vacancy and the resulting temporary employee is not subject to the terms of the Collective Agreement. (2007)

20.04 Paid Jury or Court Witness Leave

The Corporation shall grant leave of absence without loss of seniority or benefits to an employee who receives a summons to attend court for jury selection, serves as juror or is subpoenaed to be a witness in court. The Corporation shall continue to pay the employee's regular salary on the condition that the employee remit to the Corporation a sum equal to the amount received from the courts, excluding payment for travelling, meals and other expenses. It is understood that the employee is required to attend work on the days or part thereof of one-half work day or more that the court is not in session, unless otherwise sequestered by the court. (2004)(2010)

20.05 Special Leave of Absence

The Corporation may grant leave of absence with or without pay to an employee. All such requests shall be made in writing to the **applicable Commissioner or designate**. (2001)(2004)**(2016)**

20.06 Leave for Personal Use

Leave for Personal Use is a provision which is designed to enable an employee to be absent from employment with full pay for the following reasons:

- i) Professional appointments such as medical, dental, legal and optical. Employees will make every effort to schedule such appointments outside of scheduled work hours.
- ii) The unexpected or sudden illness of the employee's spouse, child **or dependent parent** which prevents the employee from reporting to duty or requires the employee to leave early.
- iii) Emergency situations which prevent the employee from reporting to duty or require the employee to leave early. (1989)**(2016)**

Leave for Personal Use is to be utilized solely for the purposes as specified above and the purpose must be indicated at time of application. (2013)

To qualify for this provision the employee must have:

- a) completed the probationary period as specified in this Agreement, and
- b) notified the department at least forty-eight (48) hours in advance of the date and required time off.
- c) In the event of an emergency situation b) shall be waived.

Leave for Personal Use is limited to a maximum of twenty (20) hours per calendar year, non-cumulative. (1991)

Employees who have taken leave for personal use may be required to produce evidence in order to substantiate that the leave is in compliance with this Article. (1981)(1987)(2013)

20.07 Pregnancy and Parental Leave

The following provision is in accordance with the Ontario *Employment Standards Act*.

An employee shall qualify for pregnancy and/or parental leave if they have been employed with the Corporation for at least thirteen (13) weeks before the expected birth date or the date that the child comes into the care of the parent.

(i) Pregnancy Leave

A pregnant employee shall be entitled to a leave of absence, without pay which will end seventeen (17) weeks after it began provided **they are** entitled to parental leave, or on the day that is the later of seventeen (17) weeks after the pregnancy leave began and six (6) weeks after the birth, still-birth or miscarriage if **they are** not entitled to parental leave. The employee must provide the employer with at least two weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date. (2001)(**2016**)

(ii) Parental Leave

An employee, who is the parent of a child, shall be entitled to a leave of absence, without pay, following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time. An employee's parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise.

The Parental Leave of an employee, who takes a Pregnancy Leave, shall begin immediately following the completion of the Pregnancy Leave.

Parental Leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody of the parent. (2001)

(iii) Benefits while on Pregnancy/Parental Leave

The employer shall continue to pay their normal contributions for any benefit plan, which is normal to the employee's employment, unless written notification is received that the employee does not intend to pay the employee's portion, if any.

(iv) Seniority during Pregnancy/Parental Leave

While on pregnancy and/or parental leave, an employee shall continue to accumulate seniority under this collective agreement. (1991)

20.08 Pregnancy and Parental Leave Supplemental Benefit

Effective April 1, 2018 an employee who has twenty-six (26) weeks of continuous full-time employment with the Corporation, who is on pregnancy leave or parental leave and

who is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to the Employment Standards Act, may be paid a supplemental benefit.

To be eligible for the supplemental benefit, the employee must sign an agreement with the Corporation that the employee will return to work and remain with the Corporation for a period of at least one year after their return to work. An employee who returns to work following pregnancy/parental leave for six months or less, or who does not return at all, will be required to pay back the full amount of the Corporation's supplemental benefit received. An employee who returns for between six months and one year will repay the pro-rated amount of the benefit received. The Union hereby agrees that the Corporation is authorized to deduct the amount of all repayments owing by the employee from any monies owing to the employee.

That supplemental benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of:

- the employee's weekly Employment Insurance benefits based on what the employee would receive in Employment Insurance benefits if they were to take a twelve (12) month leave, regardless of whether they take twelve (12) months or longer leave., if permitted under the Ontario Employment Standards Act. The employee is responsible for providing the Corporation with an Employment Insurance document satisfactory to the Corporation indicating what their Employment Insurance benefit would be for a twelve month period of leave, regardless of their length of leave for the calculation of the supplemental benefit, and
- any other earnings.

The employer agrees to pay the supplemental benefit following any applicable "waiting period" under the *Employment Insurance Act*.

All payments shall commence following receipt by the employer of the employee's Employment Insurance cheque stub or proof of twelve (12) month benefit. In case of pregnancy benefits, supplemental benefit payment following the waiting period shall continue while the employee is in receipt of Employment Insurance benefit for a maximum of sixteen (16) weeks. In case of parental benefits, supplemental benefit payments shall continue while the employee is in receipt of parental benefits for a maximum of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

The supplemental benefit becomes effective April 1, 2018 and applied to all children born or coming into the care of an employee through adoption on or after April 1, 2018. Application for and administration of the supplemental benefit is as determined by the employers. (2016)

20.09 Parent Leave

Ten (10) days leave with pay may be granted to a parent within two (2) weeks after the birth/adoption of the child. Documented proof of birth or adoption acceptable to the Corporation may be required in support of such leave. This leave shall be granted whether or not the employee applies for an employment insurance leave. (1984)(2007)(2010)

Effective April 1, 2018 five (5) days leave with pay may be granted to a parent within two (2) weeks after the birth/adoption of the child. Documented proof of birth or adoption acceptable to the Corporation may be required in support of such leave. This leave shall be granted whether or not the employee applies for an employment insurance leave. (1984)(2007)(2010)(2016)

20.10 Parent leave Deductions for Regular Scheduled Shifts Greater Than Eight (8) Hours

Deductions for parent leave will be equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent entitlements, in hours, received by employees working an eight (8) hour shift, as contained in Clause 20.09 of the Collective Agreement. For greater clarity, ten (10) working days is equivalent to eighty (80) hours. However, effective April 1, 2018, Parent Leave will be reduced to five (5) days leave (40 hours) with pay and may be granted to a parent within two (2) weeks after the birth/adoption of the child. (2016)

ARTICLE 21.00 - EMPLOYEE BENEFIT PLANS

21.01 Hospital, Medical and Dental Insurance

- (a) The Corporation agrees, during the term of this Agreement, to contribute the full cost of the billed premiums towards a Group Life Insurance Plan providing coverage of two times (2x) salary plus Accidental Death and Dismemberment (A.D. & D.) for each eligible employee in the active employ of the Corporation and in the bargaining unit who has completed **their** probationary period. (1990)(2007)(2016)
- (b) The Corporation agrees to provide Extended Health Care coverage (**including drugs**) or equivalent for each employee in the active employ of the Corporation and in the bargaining unit who has completed **their** probationary period. An annual cost of \$10.00 per individual and \$20.00 per family deductible will apply. (1991)(2004)(2016)

Drug coverage is subject to a dispensing fee cap of \$11.00 per prescription. (2014)

- (c) The Corporation agrees to **provide a dental plan** for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period. **The plan will be administered by a vendor chosen by the Corporation.** (1999)(2001)(2004)(2007)(2010)(2016)

Basic Preventative: 100%

Major Dental Including Restorative: 50%

Dentures: 100% No deductible. Limit of once every 3 benefit years

Orthodontics: 50%. No Deductible (Lifetime maximum of \$3000 per covered person) (2016)

Fee Schedule: The ODA fee guide will be automatically updated to provide the current ODA fee. (1986)(1988)(1990)(1991)(1992)(1996)(1999)(2016)

- (d) The Corporation agrees to contribute the cost towards an Optical Plan providing \$375 maximum coverage in a two (2) year period for each employee in the active employ of the Corporation, and each eligible family member, where coverage is provided, and in the bargaining unit who has completed the probationary period. This benefit may be used towards laser eye surgery. (1982)(1988)(1990)(1991)(1999)(2007)(2013)

Effective January 1, 2019, the Corporation agrees to contribute the cost towards an Optical Plan providing \$425 maximum coverage in a two (2) year period for each employee in the active employ of the Corporation, and each eligible family member, where coverage is provided, and in the bargaining unit who has completed the probationary period. This benefit may be used towards laser eye surgery. (1982)(1988)(1990)(1991)(1999)(2007)(2013)(2016)

e) Travel Medical Insurance

Eligible expenses over and above those paid by the provincial government health plan are covered when emergency illness or injuries occur outside the province of Ontario.

Coverage is limited to a maximum of 60 days per trip, beginning on and including the date of departure. If you are in hospital on the 60th day, coverage will be extended until date of discharge. The total amount payable per trip for all eligible expenses will not exceed \$1,000,000 per person. (2007)

- (f) The Corporation agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after November 1, 1990, who are eligible to receive a non-actuarially reduced OMERS pension or any employee who has at least fifteen years of service, is 60 years of age, and who is eligible to receive an actuarially reduced OMERS pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.
- Maritime Health Drug Plan as per agreement
 - Maritime Health Dental Plan as per agreement
 - Vision Care as per agreement
 - Semi-private hospitalization

The specific criteria for eligibility are:

- The retiree may elect single or dependent coverage as applicable
- eligibility to participate in the Plan ceases at age 65 for any person insured
- a spouse of a deceased retiree may continue participation until the earlier of the:

- 1) date the retiree would have attained age 65 or;
- 2) the date that the surviving spouse remarries, or;

3) the date the survivor attains the age of 65.

The retiree must enrol in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan. (1990)(2004)

g) Post Age 65 Employee Benefits

All active employees who work past the age of 65 years of age shall be afforded rights and benefits under the collective agreement with the amendment of the following:

Long-term Disability coverage shall not be provided to active employees over the age of sixty-five (65) years. It is understood the individual will be able to have full access to the sick leave credits.

Further, the Ontario Drug Benefit Plan shall be considered the first payer for employees over the age of sixty-five (65), and the City shall reimburse the employee in a manner to be determined by the City, up to the 2007 Ontario Drug benefit deductible upon proof of payment. (2007)

(h) It is agreed that the City may change insurance carriers and that such change in carriers will not result in lower benefit levels than are specified in the collective agreement. (1996)

21.02 Pension Plan

The Corporation agrees, during the term of the Agreement, to continue its present practice with respect to contributions towards OMERS.

21.03 Long Term Disability

a) The Long Term Disability Policy will provide seventy five percent (75%) of salary to a maximum of \$4500.00 per month, which will commence after the qualifying period of seventeen (17) weeks (85 working days). The Corporation will pay one hundred per cent (100%) of the cost of the billed premiums only for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period. (1999)(2007)

b) The disabled employee's position shall not be filled on a permanent basis for a period of one (1) year from the date of becoming eligible for Long Term Disability coverage.

c) After the one (1) year duration, the employee will be given first preference for any job opening for which **they are** qualified. **(2016)**

d) All applicable benefit coverage, as outlined in Article 21.01 a) and b), will terminate twenty-four (24) months after the employee becomes eligible for Long Term Disability or at age sixty-five (65) whichever is the earlier, except where a Waiver of Premium applies. (1984)(1987)(1992)

21.04 Corporation's Obligation Employee Benefit Plans

The only obligation of the Corporation under Article 21.00 is to **contract a vendor to administer the extended health care, dental plan and LTD plan or** pay the appropriate

premiums, in full or in part, as outlined in the various sections of Article 21.00. The Corporation is not an insurer as to the benefits available and the exact terms of the coverage must be ascertained from the provision(s) of the particular policies of the insurer(s). (1985)(2001)(2016)

21.05 Workplace Safety and Insurance Board Pay

Effective October 29, 1991, an employee who is injured on duty where no action for such injuries would be against a third person, and who is unable to work as a result of such injury, shall, while off work, be paid by the Corporation an amount equal to the Workplace Safety and Insurance Board (W.S.I.B.) daily award for which the employee is entitled and the former amount will be adjusted, if necessary, to equal the latter. The amount payable by the W.S.I.B. will be paid to the Corporation. If the Board rules against the claim, the accumulated sick leave credits of the employee may be reduced accordingly, provided appropriate medical documentation is supplied.

Such payment will be authorized and continue except where:

1. The employee has not formally elected to claim compensation in cases where a third party is involved;
2. The W.S.I.B. ceases to authorize payment of temporary total disability benefits;
3. The employee is fit to return to work;
4. The W.S.I.B. awards a permanent total or permanent partial disability benefit;
5. Employment terminates, or;
6. The employee reaches normal retirement age or elects to receive an OMERS pension. All benefits will be paid for by the Corporation for a period of twenty-four (24) months following the commencement of W.S.I.B. coverage. (1991)(2001)

ARTICLE 22.00 - HEALTH AND SAFETY

22.01 Committee

A Health and Safety Committee shall be established and operated in accordance with the Occupational Health and Safety Act as may be amended from time to time. (1996)

ARTICLE 23.00 - UNIFORMS AND CLOTHING ALLOWANCE

23.01 Clothing

- 1) Mechanics and Auto Servicepeople will be supplied with two (2) summer shirts and two (2) pair summer pants annually.
- 2) Waterworks Servicepeople will be supplied with two pair of coveralls as required. Worn out coveralls must be returned prior to issue of replacement pair.

- 3) Mechanics and Auto Servicepeople will be supplied with two (2) pair of rental coveralls per week.
- 4) All personnel will be supplied with gloves, as required. Worn out gloves must be returned prior to issue of replacement pair.
- 5) Rainwear will be issued to each employee as required. Worn out rain wear must be returned prior to issue of replacements.
- 6) The Corporation will pay up to \$200.00, with proof of purchase, every 24 months towards the cost of required CSA approved safety boots which shall be worn by employees as directed by the Corporation. An employee may be sent home for failure to wear the appropriate safety footwear. (1981)(1990)(1991)(1999)(2001)(2010)

In the event that an employee's safety footwear is worn and damaged to the extent that it is unfit for use, upon application for and submission to and with the approval of the non-union supervisor, the employee may be authorized to purchase a replacement pair of footwear prior to the expiry of the twenty four (24) month period and the Corporation will provide a reimbursement of up to two hundred dollars (\$200). Should this occur, the twenty four (24) month period for the next reimbursement will commence on the date that the replacement footwear is purchased. (2016)

ARTICLE 24.00 - GENERAL

24.01 Correspondence

Correspondence arising under the provision of this Agreement shall be in writing and shall be sufficient if sent by mail, addressed, if to the Union, to the Markham Unit Chair, Local 905.14 and, if to the Corporation, to the Director of Human Resources.

The Union shall be notified in writing of all promotions, demotions, hirings, layoffs, transfers, recalls and terminations. (1984)(2001)(2004)

24.02 Bulletin Boards

The Corporation will provide three (3) bulletin boards in the Civic Centre, one on each level and one (1) bulletin board to be placed in each satellite facility for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union. The Corporation reserves the right to remove documentation it considers to be inflammatory. (2007)

24.03 Collective Agreement

The Corporation agrees to provide each new employee covered by this Agreement with a copy of the present Collective Agreement.

24.04 Change of Address

It shall be the duty of each employee to notify the Corporation promptly of any change in address. If an employee fails to do this the Corporation will not be responsible for failure of a notice to reach such employee.

24.05 Employee Lists

The Corporation will provide the Unit Chair, in January and July of each year, the address and telephone number of record of each employee covered by the Collective agreement. (2004)

24.06 Technological Change

Ninety (90) days prior to any technological change being implemented, wherein such change could result in the displacement of personnel, the Corporation shall confer with the Union with a view to minimizing the personal effects of such change. Said consultation shall contain all pertinent information and shall include, where possible, required retraining data, if any, for the personnel involved. In the event of the reduction of staff, the employee with the least bargaining unit seniority in the applicable job classification will be the first laid off, providing that the employee who is retained can perform the work of the laid-off employee. In the event of recall, the last employee laid off will be the first employee recalled. (2013)

ARTICLE 25.00 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Day

The Corporation shall pay wages biweekly every second Friday in accordance with Schedules 'A' and 'B' attached hereto and forming part of this Agreement. (1981)(2004)

25.02 Payment of Premiums

All premiums owing will be paid with the biweekly cheques calculated up to 7:30 a.m. the Monday preceding Pay Day. (1981)

25.03 Wage Changes

It is agreed that all changes of salary rates will be effective for complete two (2) week pay periods. In the event that the calendar date agreed to or established for changes falls during the first seven (7) days of a pay period, the increase will be paid for that entire pay period. In the event that the said date falls during the last seven (7) days of a pay period, the pay increase will be effective for the subsequent pay period. (1981)

25.04 Pay on Temporary Transfer

When an employee is required by the Corporation to assume the job duties of any other classification than **their** own for a period of **three and a half (3.5) hours or more**, the employee will receive the rate of pay for the position or **their** own rate of pay, whichever is the greater, for the full period of relief. **(2016)**

25.05 Automobile Allowance

Upon approval of an employee's supervisor, the Corporation agrees to pay the current approved mileage rate for each mile necessarily travelled by an employee in **their** automobile while engaged in the business of the Corporation. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties. **(2016)**

25.06 Educational Allowance

Where the Corporation deems it necessary to send an employee to an educational or training course in the interest of the Corporation and where such course is related to the activities within the department in which the employee is engaged, attendance at such course shall involve no expense to the employee concerned for tuition fee, books, and out of pocket expenses directly related to the course, and **their** salary while on course shall continue. **(2016)**

Where an employee requests permission from the Department Head to attend an educational or training course related to the activities of **their** employment and the Department Head feels that the employee's attendance at such course would be of benefit to the employee and the

Corporation, the Department Head shall forward such application to the Commissioner for a decision and necessary action. Subject to prior approval of the Commissioner, the Corporation agrees to reimburse the employee for 75% of the cost of the course upon successful completion. (1981)(1989)(2001)(2004)(2016)

25.07 Tool Allowance

A tool allowance of \$250.00 for licensed mechanics; \$200.00 for small engine mechanics; and \$150.00 for apprentice mechanics; payable twice yearly on June 30th and December 31st, upon proof of purchase. The Corporation of the City of Markham will supply the carpenter with tools as required. (1985)(1990)(1991)(1999)(2007)

25.08 Meal Allowance

An employee who works in excess of three hours of authorized overtime immediately following **their** normal work day is eligible for a meal per diem of \$7.00. (1999)(2016)

ARTICLE 26.00 - JOB SECURITY

26.01 Work of the Bargaining Unit

The Corporation agrees that if it becomes necessary to employ outside contractors to supplement work performed by those covered by this Agreement, such action will not result in layoff, or reduction of the work week, to said employees, as of the signing of this Agreement.

ARTICLE 27.01 – TEMPORARY MODIFIED DUTY POSITIONS

Newly created temporary modified duty positions will be used specifically for the purposes of rehabilitation and at the discretion of management could be eliminated after the rehabilitation process is concluded or the individual for which it was created is no longer employed. (1990)(1991)(2001)(2004)(2007)

27.02 Return to Work

When the Corporation schedules a return to work meeting with an employee, the Corporation will advise the employee that they may have a Union representative in attendance. If the employee declines Union representation, they will sign a declaration indicating their decision. Such attendance will not delay an employer-scheduled return to work. (2016)

ARTICLE 28.00 - TEMPORARY EMPLOYEES

28.01 Temporary Labourer

Temporary Labourer shall mean a person employed by the Corporation, in the arenas between September 15 and April 15 or in the parks from April 1 to October 31, for a period of time not to exceed one hundred and fifty (150) working days in a calendar year. In certain cases, when weather permits the continuation of parks work, the employer and the union may mutually agree to extend the work term to **December 15**. (1987)(2016)

The layoff, suspension or discharge of a Temporary Labourer shall be within the sole discretion of the Corporation and cannot be made the subject matter of a grievance.

Such employee shall not be covered by the provisions of the Collective Agreement regarding Articles 18.01, 19.00, 20.06, 21.01, 21.03, and 21.04.

The layoff or recall of a Temporary Labourer shall be on a division basis provided the period of layoff or recall does not exceed six (6) weeks from the time the first person was laid off or recalled. After this period the layoff and recall procedure outlined in Article 14.00 shall apply. (1984)

28.02 Temporary Workers

When regular employees are absent due to an approved leave of absence, including but not limited to pregnancy leave, parental leave, or sick leave, or have been seconded to another position within the Corporation, they may be replaced by a replacement worker for the length of the incumbent's absence.

Where requests for extensions are made, they shall not be unreasonably withheld.

The layoff, suspension or discharge of a Temporary Worker shall be within the sole discretion of the Corporation and cannot be made the subject matter of a grievance.

Such employee shall not be covered by the provisions of the Collective Agreement regarding Articles 18.01, 19.00, 20.06, 21.01, 21.03, and 21.04.

The layoff or recall of a Temporary Labourer shall be on a division basis provided the period of layoff or recall does not exceed six (6) weeks from the time the first person was laid off or recalled. After this period the layoff and recall procedure outlined in Article 14.00 shall apply. (2004)

ARTICLE 29.00 - TERM OF AGREEMENT

29.01 Duration

This Agreement shall remain in full force and effect from **April 1, 2016** until **March 31, 2020**, and shall continue in force from year to year unless in any year within ninety (90) days before the date of its termination, either party furnishes the other with notice of termination of, or proposed revision of, this Agreement.

(1981)(1987)(1989)(1990)(1991)(1992)(1996)(1999)(2001)(2004)(2007)(2010)(2013)(2016)

ARTICLE 30.00 - FITNESS

30.01

No person shall be hired as a full-time employee unless the Corporation is satisfied that the employee is physically fit to perform the duties of the job that are appropriate to the terms and conditions of the job, and having regard to the employee's safety, the safety of other employees and members of the public.

30.02

Each employee is expected to remain physically fit to satisfactorily execute the duties of the job appropriate to the terms and conditions of employment. (1987)

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures.

DATED at Markham this 22 of January, 2018 

THE CORPORATION OF THE CITY OF MARKHAM on its own behalf

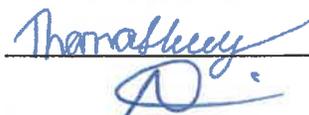
THE CANADIAN UNION OF PUBLIC EMPLOYEES on behalf of its Local 905.14 (Outside Workers)



MAYOR


CLERK















Outside Union Positions – Schedule A

Inactive Positions

Title	Commission	Grade	01-Apr-16 (1.5%)	01-Apr-17 (1.5%)	01-Apr-18 (1.575%)	01-Apr-19 (1.6%)
HALL ATTENDANT (Arena)	COMMUNITY	2	\$24.75	\$25.12	\$25.51	\$25.92
GENERAL MAINTENANCE - FACILITIES	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
GRADALL OPERATOR	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
GRADER OPERATOR	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
URBAN FORESTRY TEC AND MUN WEED INSPECT	COMMUNITY	6	\$29.83	\$30.28	\$30.76	\$31.25
WORKING SUPERVISOR - TRAFFIC	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73

Active Positions

Title	Commission	Grade	01-Apr-16 (1.5%)	01-Apr-17 (1.5%)	01-Apr-18 (1.575%)	01-Apr-19 (1.6%)
HALL ATTENDANT (Theatre)	COMMUNITY	2	\$24.75	\$25.12	\$25.51	\$25.92
150-DAY TEMPORARY LABOURER	COMMUNITY	2	\$24.75	\$25.12	\$25.51	\$25.92
FACILITY OPERATOR I	COMMUNITY	3	\$25.94	\$26.33	\$26.75	\$27.18
MAINTENANCE ASSISTANT – MUSEUM	COMMUNITY	3	\$25.94	\$26.33	\$26.75	\$27.18
OPERATIONS – LABOURER/DRIVER	COMMUNITY	3	\$25.94	\$26.33	\$26.75	\$27.18
LABOURER/DRIVER – ROADS	COMMUNITY	3	\$25.94	\$26.33	\$26.75	\$27.18
LABOURER/DRIVER – PARKS	COMMUNITY	3	\$25.94	\$26.33	\$26.75	\$27.18
YARD MAINTENANCE OPERATOR	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
SIGN MAINTENANCE	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
TRUCK DRIVER	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
SWEEPER OPERATOR	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
GENERAL MAINT. – PARKS MAIN.	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
GENERAL MAINTENANCE - OPERATIONS	COMMUNITY	4	\$27.20	\$27.61	\$28.04	\$28.49
FACILITY OPERATOR II	COMMUNITY	4	\$27.48	\$27.89	\$28.33	\$28.78

Active Positions

Title	Commission	Grade	01-Apr-16 (1.5%)	01-Apr-17 (1.5%)	01-Apr-18 (1.575%)	01-Apr-19 (1.6%)
GARDENER	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
BACKHOE OPERATOR	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
STOCK KEEPER	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
ARBORIST	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
MAINTENANCE ASSISTANT	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
GENERAL REPAIR / CHIEF OPERATOR	COMMUNITY	5	\$28.53	\$28.96	\$29.42	\$29.89
SIGN TECHNICIAN	COMMUNITY	6	\$29.83	\$30.28	\$30.76	\$31.25
SMALL ENGINE/EQUIPMENT TECHNICIAN	COMMUNITY	6	\$29.83	\$30.28	\$30.76	\$31.25
GROUP LEADER	COMMUNITY	6	\$29.83	\$30.28	\$30.76	\$31.25
WORKING SUPERVISOR – OPERATIONS	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
WORKING SUPERVISOR - PARKS	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
WORKING SUPERVISOR - ROADS	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
WORKING SUPERVISOR - GARDENER	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
WORKING SUPERVISOR - FORESTRY	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
WORKING SUPERVISOR – RECREATION	COMMUNITY	7	\$31.24	\$31.71	\$32.21	\$32.73
		8	\$32.78	\$33.28	\$33.80	\$34.34
		9	\$34.43	\$34.95	\$35.50	\$36.06

PROBATIONARY RATE for the first (4) four months of an employee's probationary period their rate of pay will be \$0.45 per hour less than the job rate.

APPRENTICE MOTOR MECHANIC - as per Ontario Regulations under the Apprenticeship and Tradesman's Qualifications Act.

LEAD HAND - A lead hand, defined as any employee who is designated to direct two or more employees, shall be paid \$0.50 above his/her current hourly rate. All working Supervisors, Working Forepersons, Gardeners, Group Leaders and Waterworks Servicepersons III are not eligible for Lead Hand Premium.

ACTING PAY - Laborers performing spraying responsibilities using pesticides and herbicides shall receive a premium of \$0.25 per hour provided the criteria of Article 25.04 are met.

Outside Union Positions – Schedule B

The parties recognize the following rates of pay as influenced by external market forces and not as a result of Internal relativity.

Title	Commission	Grade	01-Apr-16 (1.5%)	01-Apr-17 (1.5%)	01-Apr-18 (1.575%)	01-Apr-19 (1.6%)
WATERWORKS OPERATOR – IN TRAINING	COMMUNITY	3B	\$27.31	\$27.72	\$28.16	\$28.61
WATERWORKS OPERATOR – IN TRAINING/LEVEL 1 CERTIFIED	COMMUNITY	4B	\$29.33	\$29.77	\$30.24	\$30.73
FACILITY OPERATOR III	COMMUNITY	5B	\$31.33	\$31.80	\$32.30	\$32.82
WATERWORKS OPERATOR	COMMUNITY	6B	\$33.38	\$33.88	\$34.42	\$34.97
SEWER FLUSHER/CAMERA OPERATOR	COMMUNITY	7B	\$35.43	\$35.97	\$36.53	\$37.12
LICENSED FLEET TECHNICIAN	COMMUNITY	7B	\$35.43	\$35.97	\$36.53	\$37.12
WORKING SUPERVISOR – WATERWORKS	COMMUNITY	8B	\$37.59	\$38.15	\$38.75	\$39.37
WORKING SUPERVISOR – FLEET	COMMUNITY	8B	\$37.59	\$38.15	\$38.75	\$39.37
		9B	\$39.87	\$40.47	\$41.10	\$41.76

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF MARKHAM

AND

C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)

Job Evaluation

Where new positions within the bargaining unit are created, or current positions reclassified, or a temporary modified duty position is created to accommodate an employee who's physician deems **them** fit to return to work with "modified" duties after an LTD or WCB absence, the Corporation will advise the Union in advance of the nature of the position and the proposed wage or salary scale, commensurate with the required qualifications. The newly created temporary modified duty position will be used specifically for the purposes of rehabilitation and at the discretion of management could be eliminated after the rehabilitation process is concluded.

(2016)

The rate of pay shall be subject to the Joint Job Evaluation Rating Committee's evaluation.

The above named parties agree to form a Joint Job Evaluation Rating Committee comprised of four (4) members: two (2) to represent the Corporation and two (2) to represent the Union. The Union Committee will utilize a representative from the CUPE National Office. Each Party will name one of their members as Committee Co-Chair.

The Committee shall be brought together within three months of ratification of this Collective Agreement. The Committee will develop a terms of reference and be responsible for job evaluation based upon the Mercer Job Evaluation System. All decisions of the Committee will be by majority. A quorum shall be comprised of four (4) members of the Committee.

If the Committee is unable to agree on a position's evaluation, the issue may be referred to the Job Evaluation Appeals Board for resolution, comprised of the Director of Human Resources, an alternate CUPE National Representative and a third party job evaluation expert selected by the Parties. Such resolution shall be final and binding.

This Letter is not subject to the grievance or interest arbitration process. The Job Evaluation Process and resultant salaries are not arbitrable.

In the event that either party wishes to disband the Committee, the appropriate Co-chair shall provide the other Co-Chair with notice in writing. In such an event, the job evaluation/changes in classification process will revert to the provisions set out in the 2004 Collective Agreement as follows:

Changes in Classification

Where new positions within the bargaining unit are created, or current positions reclassified, or a temporary modified duty position is created to accommodate an employee who's physician deems **them** fit to return to work with "modified" duties after an LTD or WCB absence, the Corporation will advise the Union in advance of the nature of the position and the proposed wage or salary scale, commensurate with the required qualifications. The rate of pay shall be mutually agreed upon by the Union and the Corporation. If the Union and the Corporation are unable to agree on a rate, the rate of pay shall be determined by the Corporation until such time as the matter is dealt with during the collective bargaining process. Where the expiry of the Collective Agreement is more than one year away, the Parties agree to refer all such disagreements within the previous 12 month period to an arbitrator as listed in Schedule "C" attached hereto on an annual basis coinciding with the anniversary date of the collective Agreement. **(2016)**

The newly created temporary modified duty position will be used specifically for the purposes of rehabilitation and at the discretion of management could be eliminated after the rehabilitation process is concluded or the individual for which it was created is no longer employed.

SCHEDULE 'C'

Where the Union and the Corporation are unable to agree upon a rate of pay as noted in the Changes in Classification Article, and where the expiry of the Collective Agreement is more than one (1) year away, the Parties agree to refer all such disagreements within the previous twelve (12) month period to one of the following arbitrators:

Louisa Davey
Anne Barrett
Gordon Luborsky

Dated this 30th day of April, 2008 at Markham, Ontario:

FOR THE CORPORATION

Sharon Laing

FOR THE UNION

Kevin Ottaway

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF MARKHAM

AND

C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)

STATE OF EMERGENCY

The Parties agree to meet within **six (6) months** of ratification of this Agreement and quarterly thereafter as required to establish mutually agreeable processes for the redeployment of staff to essential services in the event of a state of emergency in the City of Markham as declared by Markham Council, the Regional Municipality of York, The Province of Ontario or the Government of Canada. **(2016)**

Dated this 7th day of May, 2017 at Markham, Ontario:

For the Corporation

Jane Taylor

For the Union

Marc Xuereb

Dave Davies

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF MARKHAM

And

CUPE LOCAL 905.14 (MARKHAM OUTSIDE UNIT)

Amendments to Schedule A and Schedule B

It is recognized that at any time jobs listed in Schedule A of the collective agreement may be influenced by external market factors.

Therefore, during the life of the collective agreement, either Party may seek to enter into discussions to move a Schedule A job to Schedule B, or to address a job already in Schedule B, and suggest amendments to the rate of pay.

Adjustments will be mutually agreed upon. In the absence of agreement, the rates as prescribed in Schedules A and B respectively will continue to apply.

Dated this 20th day of October, 2004 at Markham, Ontario

For the Corporation

Sharon Laing

Nancy Marchant

Sheila Birrell

For the Union

Brian Atkinson

Kevin Ottaway

Ian Hermack

Justin Butler

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF MARKHAM

AND

C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)

The Parties agree to meet within one hundred and twenty (120) days after ratification to discuss the possibility of working four (4), ten (10) hour shifts. (2013)

Dated this 9th day of May, 2017 at Markham, Ontario:

FOR THE CORPORATION

Jane Taylor

FOR THE UNION

Marc Xuereb

Dave Davies

THE CORPORATION OF THE CITY OF MARKHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905.14 (OUTSIDE WORKERS)

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