

THIS AGREEMENT entered into this first day of March 22, 2011

Collective Agreement
April 1, 2010 to March 31, 2013

B E T W E E N

THE CORPORATION OF THE TOWN 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 (**Outside Workers**)
hereinafter referred to as the "Union"
OF THE SECOND PART

TABLE OF CONTENTS

Article	Title	Page
	Definitions	3
1.00	Purpose	3
2.00	Recognition	3
3.00	No Discrimination	3
4.00	Management Rights	4
5.00	Union Security	4
6.00	Bargaining Relations	4
7.00	Grievance Procedure	5
8.00	Arbitration	6
9.00	Discharge	7
10.00	Corporation Grievance	7
11.00	No Strikes or Lockouts	8
12.00	Seniority	8
13.00	Promotions and Staff Change	9
14.00	Layoffs and Recall	10
15.00	Hours of Work	10
16.00	Overtime	14
17.00	Holidays	15
18.00	Vacations	16
19.00	Sick Leave	17
20.00	Leaves of Absence	19
21.00	Employee Benefit Plans	22
22.00	Health and Safety	25
23.00	Uniforms and Clothing Allowance	25
24.00	General	25
25.00	Payment of Wages and Allowances	26
26.00	Job Security	27
28.00	Temporary Labourer	27
29.00	Term of Agreement	28
30.00	Fitness	30
	Schedule "A"	30
	Schedule "B"	32
	Letters of Understanding	33

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 Town of Markham, save and except non-working foreman/women, persons above the rank of non-working foreman/woman, 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)

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 he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time rules and regulations to be observed by the employees. 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.

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 his/her destination to the immediate supervisor and report again at the time of his/her return to work.

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 his/her steward if so desired.

The supervisor shall give the decision within two (2) 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)

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 his/her steward. The Corporation shall provide a written response to the Union within ten (10) working days. (1989)(2001)(2007)

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 a Board of 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)

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 Composition of Board of 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 a Board of Arbitration, at the written request of either of the parties hereto.

Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.(2001)

8.02 Failure to Appoint

Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person 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 a person to act as Chairperson.

8.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

The Board of Arbitration 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.

8.04 Expenses of the Board

Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairperson.

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 he/she has 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:

- (a) Confirming the Corporation's action in dismissing the employee.
- (b) reinstating the employee with payment to him/her for such time lost due to the discharge at the regular rate of pay for his/her normally scheduled work for such period, less any amounts of money earned by the employee during such period.
- (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 his/her 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)

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 he/she completed the six (6) months probationary period. If immediately prior to becoming a probationary employee he/she has worked without interruption as a temporary employee, such probationary employee shall be entitled to have as his/her seniority date the date he/she commenced employment as a temporary employee. (1981)

12.04 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Corporation when he/she:

- (a) voluntarily quits his/her employment with the Corporation and does not withdraw the resignation within two (2) days of submitting the resignation; (1984)(1989)
- (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. His/her return to the bargaining unit should not result in the layoff or bumping of an employee holding his/her previous position acquired through job posting, if the employee remains outside the bargaining unit for a period of twelve (12) months or more. (1991)

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 his/her qualifications.(2010)

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 his/her previous position. (1987)(1999)(2004)

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 Town 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)

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 his or her regular straight time hourly rate for the eight (8) hours worked. (2010)

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)

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 his or her regular straight time hourly rate for the eight (8) hours worked. (2010)

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 six (6) 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)

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.

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 sixteen (16) hours off between shifts and to schedule days off together. The Corporation will endeavour to grant every third week-end off. (2001)(2010)

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 Angus Glen CC, Thornhill CC, Centennial CC, Milliken CC and any future facilities with pool and/or fitness programs;

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 Community Centre and Theatre 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 sixteen (16) hours off between shifts and to schedule days off together. The Corporation will endeavour to grant every third week-end off. (2001)

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 Angus Glen CC, Thornhill CC, Centennial CC, Milliken CC and any future facilities with pool and/or fitness programs;

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 two (2) week shift rotation. (2001)(2004)

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 Arena and Pool employees, the second scheduled day off, will be paid at the rate of two times the employee's regular shift rate.

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 his/her 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 his/her 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 his/her regular shift, in which case the employee shall receive only time and one-half for all hours actually worked prior to the commencement of his/her regular shift. It is understood, however, that the minimum guarantee of two (2) hours pay at 1 ½ times his/her 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.

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 Town 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 his/her regular straight time hourly rate per day. An employee assigned to be on standby for emergency purposes on Saturday, Sunday, and/or statutory holidays will be paid 2 hours of his/her regular straight time hourly rate for each of those days.

An employee assigned to be on standby shall ensure that he/she is available to take all the necessary calls and communications during the period of the standby assignment. The employee 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 employee 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.

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 his/her 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.

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.

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 his/her regular straight time rate of pay for all hours worked, in addition to the holiday pay.

17.04 Qualification for Holiday Pay

In order to qualify for holiday pay an employee shall work his/her 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.

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 fifteen (15) days and after the completion of one (1) year of service shall receive three (3) weeks vacation with pay (15 working days). (2004)(2007)
- (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 to a maximum of thirty-five (35) working days. (2007)

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 request 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)

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 his/her seniority in respect to vacation scheduling. The Corporation will confirm or reject the employee's request consistent with seniority no later than April 1st.

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

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 credit s 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 resulting in L.T.D. (1989)(2010)

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 with the Department of Human Resources. (1987)

The employee shall provide a doctor's certificate after the fifth (5th) absence period. This procedure will continue for the remainder of the calendar year. (1981)

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 he/she has a medical reason for being unable to perform the major portion of work required by his/her position. (1981)

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

Sick Leave Credit

Due to Sickness:

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)

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 the Corporation agrees to confirm or deny the request for such leaves as soon as possible.

- (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 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 ten (10) working days in any calendar year per individual, with a cumulative total of twenty (20) 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)

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)

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 his/her former position to which he/she was 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.

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 Director of Human Resources. (2001)(2004)

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 or child 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)

Leave for Personal Use is to be utilized solely for the purposes as specified above and a reason acceptable to management is to be provided.

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 which is satisfactory to management. (1981)(1987)

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 she is 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 she is 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)

(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 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)

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 his/her probationary period. (1990)(2007)
- (b) The Corporation agrees to provide Maritime Life Drugs and Extended Health Care coverage or equivalent for each employee in the active employ of the Corporation and in the bargaining unit who has completed his/her probationary period. An annual cost of \$10.00 per individual and \$20.00 per family deductible will apply. (1991)(2004)
- (c) The Corporation agrees to contribute the full cost of a Maritime Life Dental Plan #9 (current O.D.A.) or equivalent with space maintainer plus the remainder of Rider #2, Rider #3 (**\$3,000 Lifetime Maximum**) and Rider #4, each with a 50/50 co-insurance, applicable fee schedule set out below, for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period. (1999)(2001)(2004)(2007)(**2010**)

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

- (d) The Corporation agrees to contribute the full cost of the billed premiums towards an Optical Plan providing \$350 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)

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 Town shall reimburse the employee in a manner to be determined by the Town, up to the 2007 Ontario Drug benefit deductible upon proof of payment. (2007)

- (f) It is agreed that the Town 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 he/she is qualified.

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 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)

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)

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 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)

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 his/her own for a period of one full shift or more, the employee will receive the rate of pay for the position or his/her own rate of pay, whichever is the greater, for the full period of relief.

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 his/her 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.

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 his/her salary while on course shall continue.

Where an employee requests permission from the Department Head to attend an educational or training course related to the activities of his/her 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)

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 Town 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 his/her normal work day is eligible for a meal per diem of \$7.00. (1999)

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)

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 November 30. (1987)

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, 2010** until **March 31, 2013**, 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)

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 _____ of _____, 2011

THE CORPORATION OF THE TOWN
OF MARKHAM on its own behalf

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
on behalf of its Local 905
(Outside Workers)

MAYOR

DEPUTY CLERK

**CUPE Outside Unit – 2010
Schedule A and B**

Outside Union Positions – Schedule A

Inactive Position					
Title	Commission	Grade	April 1, 2010 (2.35%)	April 1, 2011 (2.35%)	April 1, 2012 (3%)
HALL ATTENDANT (Arena)	COMMUNITY	2	\$21.94	\$22.46	\$23.13
Active Positions					
Title	Commission	Grade	April 1, 2010 (2.35%)	April 1, 2011 (2.35%)	April 1, 2012 (3%)
HALL ATTENDANT (Theatre)	COMMUNITY	2	\$21.94	\$22.46	\$23.13
150-DAY TEMPORARY LABOURER	COMMUNITY	2	\$21.94	\$22.46	\$23.13
FACILITY OPERATOR I	COMMUNITY	3	\$23.00	\$23.54	\$24.25
MAINTENANCE ASSISTANT – MUSEUM	COMMUNITY	3	\$23.00	\$23.54	\$24.25
OPERATIONS – LABOURER/DRIVER	COMMUNITY	3	\$23.00	\$23.54	\$24.25
LABOURER/DRIVER – ROADS	COMMUNITY	3	\$23.00	\$23.54	\$24.25
LABOURER/DRIVER – PARKS	COMMUNITY	3	\$23.00	\$23.54	\$24.25
YARD MAINTENANCE OPERATOR	COMMUNITY	4	\$24.12	\$24.69	\$25.43
SIGN MAINTENANCE	COMMUNITY	4	\$24.12	\$24.69	\$25.43
TRUCK DRIVER	COMMUNITY	4	\$24.12	\$24.69	\$25.43
FACILITY OPERATOR II	COMMUNITY	4	\$24.12	\$24.69	\$25.43
GENERAL MAINTENANCE - FACILITIES	COMMUNITY	4	\$24.12	\$24.69	\$25.43
SWEEPER OPERATOR	COMMUNITY	4	\$24.12	\$24.69	\$25.43
GENERAL MAINT.-PARKS MAIN.	COMMUNITY	4	\$24.12	\$24.69	\$25.43
GENERAL MAINTENANCE - OPERATIONS	COMMUNITY	4	\$24.12	\$24.69	\$25.43
FACILITY OPERATION III	COMMUNITY	5	\$25.31	\$25.90	N/A
GARDENER	COMMUNITY	5	\$25.31	\$25.90	\$26.68
GARDENER OPERATOR	COMMUNITY	5	\$25.31	\$25.90	\$26.68
BACKHOE OPERATOR	COMMUNITY	5	\$25.31	\$25.90	\$26.68

STOCK KEEPER	COMMUNITY	5	\$25.31	\$25.90	\$26.68
GRADALL OPERATOR	COMMUNITY	5	\$25.31	\$25.90	\$26.68
ARBORIST	COMMUNITY	5	\$25.31	\$25.90	\$26.68
MAINTENANCE ASSISTANT	COMMUNITY	5	\$25.31	\$25.90	\$26.68
 					
SIGN TECHNICIAN	COMMUNITY	6	\$26.45	\$27.07	\$27.88
URBAN FORESTRY TEC AND MUN WEED INSPECT	COMMUNITY	6	\$26.45	\$27.07	\$27.88
SMALL ENGINE/EQUIPMENT TECHNICIAN	COMMUNITY	6	\$26.45	\$27.07	\$27.88
GROUP LEADER	COMMUNITY	6	\$26.45	\$27.07	\$27.88
 					
WORKING SUPERVISOR – OPERATIONS	COMMUNITY	7	\$27.71	\$28.36	\$29.21
WORKING SUPERVISOR - PARKS	COMMUNITY	7	\$27.71	\$28.36	\$29.21
WORKING SUPERVISOR - ROADS	COMMUNITY	7	\$27.71	\$28.36	\$29.21
WORKING SUPERVISOR - GARDENER	COMMUNITY	7	\$27.71	\$28.36	\$29.21
WORKING SUPERVISOR - FORESTRY	COMMUNITY	7	\$27.71	\$28.36	\$29.21
LICENSED FLEET TECHNICIAN	COMMUNITY	7	\$27.71	\$28.36	N/A
WORKING SUPERVISOR - TRAFFIC	COMMUNITY	7	\$27.71	\$28.36	\$29.21
WORKING SUPERVISOR - FLEET	COMMUNITY	To Be Determined			
		8	\$29.08	\$29.76	\$30.65
		9	\$30.53	\$31.25	\$32.19

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 - Labourers 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.

SCHEDULE 'B'

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

Outside Union Positions – Schedule B

Title	Commission	Grade	April 1, 2010 (2.35%)	April 1, 2011 (2.35%)	January 1, 2012	April 1, 2012 (3%)
WATERWORKS OPERATOR – IN TRAINING	COMMUNITY	3B	\$24.23	\$24.80	N/A	\$25.54
WATERWORKS OPERATOR – IN TRAINING/LEVEL 1 CERTIFIED	COMMUNITY	4B	\$26.01	\$26.62	N/A	\$27.42
FACILITY OPERATOR III	COMMUNITY	5B	N/A	N/A	\$28.44	\$29.29
WATERWORKS OPERATOR	COMMUNITY	5B	\$27.79	\$28.44	N/A	\$29.29
SEWER FLUSHER/CAMERA OPERATOR	COMMUNITY	6B	\$29.60	\$30.30	N/A	\$31.21
WORKING SUPERVISOR – WATERWORKS	COMMUNITY	7B	\$31.42	\$32.16	N/A	\$33.12
LICENSED FLEET TECHNICIAN	COMMUNITY	7B	N/A	N/A	\$32.16	\$33.12
		8B	\$33.33	\$34.11	N/A	\$35.13
		9B	\$35.35	\$36.18	N/A	\$37.27

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
C.U.P.E. LOCAL 905 (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 him/her 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.

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 him/her 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.

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

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
C.U.P.E. LOCAL 905 (OUTSIDE WORKERS)

STATE OF EMERGENCY

The Parties agree to meet within 90 days 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 Town of Markham as declared by Markham Council, the Regional Municipality of York, The Province of Ontario or the Government of Canada.

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

For the Corporation

For the Union

LETTER OF UNDERSTANDING

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 905, Markham Subunit
OUTSIDE UNIT
("the Union")
and
THE CORPORATION OF THE TOWN OF MARKHAM
("the Town")**

WATERWORKS OPERATOR (IN TRAINING – INTERNAL APPLICANTS)

The Union and the Town hereafter referred to as the parties agree that this forms an addendum to the Waterworks Operator (In Training (internal applicants) Letter of Understanding signed on February 9, 2011.

The parties agree that any member of CUPE Local 905, Markham subunit, Outside or Inside Bargaining Unit may submit a request in writing to the Waterworks department to write the examinations for the OIT Certificate in water Distribution and the OIT Licence in Wastewater Collection. The Waterworks department shall schedule these examinations twice annually, and shall pay all fees for such testing. Should the testing be scheduled on the employee's day off the Corporation shall not pay for the employee's attendance at such testing. The Waterworks department shall continue to schedule these semi-annual examinations until such time as the Ministry's on-line Operator-In-Training exam system, or other equivalent exam system, is established and made available through the Markham Learn Centre.

Dated this 24th day of June, 2011 at Markham, Ontario

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
CUPE LOCAL 905, MARKHAM UNIT

WATERWORKS OPERATOR (IN TRAINING)

The Parties agree to the following **when hiring into the** position of Waterworks Operator (In Training) for internal applicants:

- Individuals who are currently full-time CUPE Local 905 Inside or Outside bargaining unit members will have the opportunity to be seconded into the above-noted position. Individuals in the Outside Unit will be considered first.
- The Town will indicate on the posting that one of the requirements for successful applicants will be to **have valid Operator in Training (OIT) Certificate in Water Distribution (WD) and OIT Licence in Wastewater Collection (WWC)** administered by the appropriate government authority **at time of application.**
- Once **hired**, the individual will have up to 12 months to **achieve all** the pre-requisite **requirements and pass the WD Class I and WWC Class I examinations**, and will be paid at CUPE Outside Grade 3 **from the time of hire up to passing both exams.**
- Failure to pass the Class I Licence examinations and **apply for the Class I Certificate/Licence** within **12** months from the start of the secondment will result in the termination of the secondment, and the return of the individual to their previous position; no retroactivity will be paid.
- **Once the above-noted WD I and WWC I examinations are passed, based on the latest examination date, the individual will be paid at CUPE Grade 3 plus \$1.**
- **Within 12 months from the date of secondment, the individual shall complete the application process to obtain the WD I Certificate and WWC I Licence. Once the individual has received the WD I Certificate and WWC I Licence, based on the date of the cover letter accompanying the certificate/licence, the individual will be paid at CUPE Outside Grade 4. The individual will commence on-call rotation, and will begin Operator's duties.**
- **The individual will have a further 12 months to pass the WD Class II Certificate and WWC Class II Licence examinations.**
- Failure to pass the Class II Licence examinations within **24** months **from the start of secondment will result in the termination of secondment** and the return of the individual to their previous position.
- **Once the WD II and WWC II examinations are passed, based on the latest examination date, the individual will be paid at CUPE Outside Grade 4 plus \$1 and** the individual will be deemed permanent in the position of Waterworks Operator with the appropriate title change, and their original position will be posted immediately.
- **The individual will have up to 48 months from date of hire to complete the application process to obtain WD II Certificate and WWC II Licence. Once the individual has received the WD II Certificate and WWC II Licence, based on the date of the cover letter accompanying the certificate the individual will be paid at CUPE Outside Grade 5.**

- The successful internal applicant's original position will be posted internally as a secondment. Where no internal candidate is successful, 150 day employees **or Temporary Workers (as defined in clause 28.02)** will be considered for the backfill. If a 150 day employee **or Temporary Worker** is successful, he or she will remain in the backfill position without accruing seniority until the original employee is either confirmed into the Waterworks Operator position, or is returned to his or her original position. In the event that neither an internal nor a 150 day employee **or Temporary Worker** is appointed to the backfill, the position will be posted externally as a contract which will continue until the original employee is either confirmed in the Waterworks Operator position, or is returned to their original position.

It is agreed that the postings for such internal positions shall be made for a period of at least two weeks, in order to give the internal applicants the opportunity to write the on-line tests.

Dated this 2 day of August, 2011 at Markham, Ontario:

FOR THE CORPORATION

FOR THE UNION

BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
CUPE LOCAL 905, MARKHAM UNIT

WATERWORKS OPERATOR (IN TRAINING)

The Parties agree to the following **when hiring into the position of Waterworks Operator (In Training)** for external applicants:

1. **The Town will indicate on the posting that one of the requirements for successful applicants will be to have valid Operator in Training (OIT) Certificate in Water Distribution (WD) and OIT Licence in Wastewater Collection (WWC) administered by the appropriate government authority at the time of application.**
2. **Once hired, the individual will have up to 12 months to achieve all the pre-requisites requirements and pass the WD Class I and WWC Class I examinations, and will be paid at CUPE Outside Grade 3 from the time of hire up to passing both exams.**
3. Failure to pass the Class I Licence examinations and **apply for the Class I Certificate/Licence within 12 months from date of hire** will result in the termination of employment; no bumping will be permitted.
4. **Once the above-noted WD I and WWC I examinations are passed, based on the latest examination date, the individual will be paid at CUPE Outside Grade 3 plus \$1.**
5. **Within 12 months from the date of hire, the individual shall complete the application process to obtain the WD I Certificate and WWC I Licence. Once the individual has received the WDI Certificate and the WWC I Licence, based on the date of the cover letter accompanying the certificate/licence, the individual will be paid at CUPE Outside Grade 4. The individual will commence on-call rotation, and will begin Operator's duties.**
6. **The individual will have a further 12 months to pass the WD Class II Certificate and WWC Class II Licence examinations.**
7. Failure to pass the Class II licence **and certificate** examinations within **24 months from the date of hire** will result in the termination of employment; no bumping will be permitted.
8. **Once the WD II and WWC II examinations are passed, based on the latest examination date, the individual will be paid at CUPE Outside Grade 4 plus \$1 and the individual will be deemed permanent in the position of Waterworks Operator with the appropriate title change.**
9. The individual will **have up to 48 months from date of hire to complete the application process to obtain WD II Certificate and WWC II Licence. Once the individual has received the WD II Certificate and WWC II Licence, based on the date of the cover letter accompanying the certificates, the individual will be paid at CUPE Outside Grade 5.**
10. The individual will not be permitted to apply for any other job postings while employed as a Waterworks Operator (In Training).
11. **Notwithstanding this Letter of Understanding, the Corporation may choose to hire an Operator in Training externally who already possesses the WD Class I Certificate and WWC Class II Licence. Should this occur, the**

individual will be paid at CUPE Outside Grade 4, will have 12 months to pass the WD Class II Certificate and WWC Class II Licence examinations, and will continue in the process as described above.

The Parties agree that all rights and benefits of the agreement are enacted for this group of employees with the exception of article 12.03 of the agreement which the 6 months probation time frame will be as per item 7 of this letter.

Dated this 2 day of August, 2011 at Markham, Ontario

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE TOWN OF MARKHAM

And

CUPE LOCAL 905 (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

For the Union

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE TOWN OF MARKHAM

And CUPE LOCAL 905 (MARKHAM OUTSIDE UNIT)

Operations Division

WHEREAS the Corporation has amalgamated the Roads and Parks Department into the Operations Division, the parties agree to the following:

12. The Corporation will **continue** discussions with the Union over the implementation of the amalgamation including qualifications, movement of employees, and hours of work. **(2007)**

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

For the Corporation

For the Union

MEMORANDUM OF AGREEMENT

Between

THE CORPORATION OF THE TOWN OF MARKHAM

And

CUPE LOCAL 905 (MARKHAM OUTSIDE UNIT)

Health and Welfare Benefits

1. De-listed OHIP items

The Parties agree that the Extended Health Care Plan will be amended to reflect that the de-listed OHIP items (Physiotherapy, Chiropractic, and Optometrist examinations), **delisted in 2004** will be covered by the plan to the extent formerly covered by OHIP before they were de-listed.

2. Dental

To the extent the plan allows for a nine (9) month examination recall with a six (6) month cleaning recall, the plan will be amended as such. If not available, the plan will remain unchanged with a six (6) month recall for both services.

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

For the Corporation

For the Union

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
CUPE LOCAL 905, MARKHAM UNIT

WORKING SUPERVISOR, WATERWORKS (IN TRAINING)

The Parties agree to the following concerning the recently created position of Working Supervisor, Waterworks (In Training) for internal applicants:

13. Individuals who are currently full-time bargaining unit members holding Water Distribution Level II (WD II) and Waste Water Collection Level II (WWC II) certification will have the opportunity to be seconded into the above-noted position.
14. The individual will be required to write and pass the exam(s) consistent with the system level designation within 12 months from the start of the secondment. A 3 month extension could be granted if the individual can demonstrate at least two attempts in passing the relevant exam(s) within the first 12 months.
15. Failure to pass the relevant examination(s) within either the 12 month or 15 month periods noted above will result in the termination of the secondment, and the return of the individual to their previous job; no retroactivity will be paid.
16. Once the relevant exam(s) is/are passed, the individual will be paid at the applicable CUPE Outside Grade, and will receive an adjustment to the applicable Grade rate retroactive to a maximum of 12 months.
17. Upon completion of the relevant certification, the individual will be deemed permanent in the position of Working Supervisor, Waterworks, with the appropriate title change.
18. Backfills shall be on a temporary basis for the duration of the "in-training" period. Should the "in-training" individual be unsuccessful and return to their original position, internal backfills shall return to their original positions. External backfills shall have their employment terminated.

Signed this 12th day of July, 2004, at Markham, Ontario

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
CUPE LOCAL 905, Outside Unit

Confined Space Entry

In the event that the Confined Space Entry legislation introduced January 1, 2008 impacts the skill, effort, responsibilities or working conditions of employees covered by the Collective Agreement the Parties agree to meet in accordance with the job evaluation process specified in the Collective Agreement.

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

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
CUPE LOCAL 905, Outside Unit

In the event that a new position of Operations Labour/Driver – Road Patrol receives budget approval and a Corporate decision is made to fill the position, the Parties agree to place the following language in the next renewal Collective Agreement subsequent to the 2010 Collective Agreement:

Operations 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 tour 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 tour 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.

Dated this 22 day of March, 2011 at Markham, Ontario

FOR THE CORPORATION

FOR THE UNION

THE CORPORATION OF THE TOWN OF MARKHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 905 (OUTSIDE WORKERS)

I N D E X

	<u>ARTICLE NUMBER</u>	<u>PAGE NUMBER</u>
Arbitration	8.00	6
Bargaining Relations	6.00	4
Benefit Plans	21.00	22
Bereavement Leave	20.02	19
Breaks	15.02	13
Call-in Pay	16.03	14
Corporation Grievances	10.00	7
Correspondence	24.01	24
Definitions		3
Discharge	9.00	7
Educational Allowance	25.06	27
Fitness	30.00	29
Grievance Procedure	7.00	5
Health and Safety	22.00	25
Holidays	17.00	14
Hours of Work	15.00	10
Job Postings	13.01	9
Job Security	26.00	27
Jury Duty	20.04	20
Layoffs and Recall	14.00	10
Leave of Absence	20.00	19
Letters of Understanding		33
Lieu Time	16.05	15
Loss of Seniority	12.04	8
Management Rights	4.00	4
Meal Allowance	25.08	27
No Discrimination	3.00	3
No Strikes or Lockouts	11.00	8
Overtime	16.00	13
Parent Leave	20.08	22
Pregnancy and Parental Leave	20.07	21
Probation	12.03	8
Promotions and Staff Changes	13.00	9
Proof of Illness	19.02	18
Purpose	1.00	3
Recognition	2.00	3
Role of Seniority in Promotions & Transfers	13.02	9

Seniority	12.00	8
Seniority Lists	12.02	8
Shift Premiums	15.03	12
Sick Leave Provisions	19.00	17
Standby Pay	16.04	13
Temporary Labourer	28.00	27
Term of Agreement	29.00	28
Tool Allowance	25.07	27
Uniforms and Clothing Allowance	23.00	25
Union Activities	3.02	3
Union Dues	5.01	4
Union Security	5.00	4
Vacations	18.00	16
Wages and Allowances	25.00	26
Wages and Classifications	Schedule 'A'	30
W.S.I.B. Pay	21.05	24