

THIS AGREEMENT entered into this first day of May 15, 2014 (date of final ratification),

Collective Agreement

**April 1, 2013 – March 31, 2016**

BETWEEN

THE CORPORATION OF THE CITY OF MARKHAM

hereinafter referred to as the "Corporation"

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES **LOCAL 905.15**

(Inside Workers)

hereinafter referred to as the "Union"

OF THE SECOND PART

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## 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 a mechanism 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

The Corporation recognizes the Union as the sole bargaining agent for all office, clerical and technical employees of the Corporation of the City of Markham, save and except: Chief Administrative Officer (CAO), Department Heads, Deputy Department Heads, Managers, Superintendents, Senior Planners, Transit Planner, staff in Human Resources, staff in the Legal Department, staff in the ITS Department, Department Head Secretaries, Deputy Department Head Secretaries, Administrative Assistants, staff in the Chief Administrative Officer's (CAO's) Office, Payroll Clerks, Payroll Supervisor, staff in the Office of the Mayor, Purchasing Agent, Buyer, Election and Assessment Co-ordinator, Council/Committee Secretary, Parks and Recreation Co-ordinators, Supervisors, Co-ordinators, Works Accountant - Roads, Professional Engineers, Chief Surveyor, Engineering Planning Assistant, Chief Works Inspector, staff of the Museum, Temporary Employees, persons regularly employed for not more than 24 hours per week, students employed during the school vacation periods, post-secondary students employed on a Co-op training programme. (1990)(1991)(2001)

### 2.02

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.

### 2.03

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. (1999)

## ARTICLE 3.00 - RELATIONSHIP

### 3.01

The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised 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 any activity or lack of activity in the Union.

3.02 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. (1986)(2001)(2004)

## ARTICLE 4.00 - MANAGEMENT RIGHTS

### 4.01

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

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

## ARTICLE 5.00 - REPRESENTATION

### 5.01

The Corporation acknowledges the right of the Union to appoint or otherwise select seven (7) stewards, not more than one from each Department, 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.

### 5.02

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.

### 5.03

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.

### 5.04

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 the destination to the immediate supervisor and report again to the immediate supervisor at the time of returning to work. In accordance with this understanding stewards dealing with employees' grievances, etc., during their regular hours of work, shall not suffer any loss in pay.

### 5.05

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 four (4) employees, including the Unit Chair, no more than one from each Department. (2001)(2010)

5.06

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.

5.07

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.

5.08

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the responsibilities and obligations to the Employer and the Union. (1985)

5.09

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 6.00 - GRIEVANCE PROCEDURE

6.01

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 shall reply to the complaint within five (5) working days.

Step No. 1 - Failing settlement of the complaint, within five (5) working days, the aggrieved employee shall present the grievance in writing to the superior. The employee shall have the assistance of the union steward if so desired. The supervisor shall give a decision within five (5) working days following the presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows: (1986) (1990)

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. (1986)(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 7.00 below 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 limit, then it shall be deemed to have been abandoned. (1982)(1985)

## 6.02 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. (2007)

## ARTICLE 7.00 - ARBITRATION

### 7.01

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 6.00 above, and which has not been settled, may be referred to a Board of Arbitration, at the written request of either of the parties hereto. (1985)

### 7.02

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.

### 7.03

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 7.02 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.

### 7.04

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.

### 7.05

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.

### 7.06

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 Chair-person.

#### 7.07

In determining the time within which any step is to be taken under the fore-going provision of this Article and Article 6.00, 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. In the event that either party fails to meet the time agreed to, the grievance shall be deemed to have been abandoned.

### ARTICLE 8.00 - MANAGEMENT GRIEVANCES

#### 8.01

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 ten (10) working days of such meeting, the grievance may be referred to a Board of Arbitration as provided in Article 7.00 at any time within ten (10) calendar days, but not later. (2001)

### ARTICLE 9.00 - DISCHARGE CASES

#### 9.01

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. 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 effected. 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 for such time lost due to the discharge at the regular rate of pay for the 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. (1985)

### ARTICLE 10.00 - NO STRIKES NO LOCKOUTS

#### 10.01

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 11.00 - WAGES

### 11.01

Schedule 'A' hereto headed Salary Table and Schedule 'B' headed Job Classifications are hereby made a part of the Agreement.

### 11.02

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 increase will be effective for the subsequent pay period.

### 11.03

The Corporation shall pay on a bi-weekly basis every second Friday with the pay period ending the same day. All premiums owing will be paid with the bi-weekly cheques calculated up to 7:30 a.m. the Monday preceding Pay Day. (1982)

## ARTICLE 12.00 - HOURS OF WORK AND OVERTIME

### 12.01 Office Staff

The normal work week shall consist of five (5) seven (7) hour days from Monday to Friday inclusive, for a total of thirty-five (35) hours per week. The normal work day shall commence between 8:00 a.m. and 9:00 a.m. and end eight hours later with one unpaid hour off for lunch. Shift schedules to be of a minimum of two (2) weeks in duration and posted five (5) days in advance. (2007)

Where the Corporation identifies the business requirement of operational hours and/or days of the week beyond those as identified above the Corporation agrees to proceed as follows:

- 1) Advise the Union, in writing, a minimum of sixty (60) days in advance of any required changes to the hours of work within a business unit.
- 2) Agree to meet with the Union within ten (10) days of written notice in order for the Parties to work towards agreement. In the absence of an agreement the language in the first paragraph of Article 12.01 will apply. (2007)

### Civic Centre Maintenance Staff

The normal work day shall be based on one of the following shifts:

7:30 a.m. - 3:30 p.m.

9:00 a.m. - 5:00 p.m. (no shift premium)

12:00 noon - 8:00 p.m.

with one (1) unpaid hour off for lunch, for a total of thirty-five (35) hours per week. (1986)(1991)(2001)(2007)

### Provincial Offences Officer II

The standard work period for By-law Enforcement Officers II shall be from 8:15 a.m. to 4:15 p.m. or 3:30 p.m. to 11:30 p.m. with one (1) hour for lunch for a total of thirty-five (35) hours worked in a seven (7) consecutive day period.



### Parking Control Officers

Provincial Offences Officers I shall work the following rotating shifts of either seven (7) or eight (8) days in duration based on one of the followings:

8:00 a.m. – 4:00 p.m.  
8:00 a.m. – 8:00 p.m.  
8:00 p.m. – 8:00 a.m.  
12:00 a.m. – 8:00 a.m.

In the event that the Parties obtain a Ontario Ministry of Labour averaging of hours agreement in order to average thirty five hours (35) hours per week over an eight week period the following will apply:

Provincial Offences Officers I shall work the following rotating shifts over an eight (8) day period:

7:30 a.m. – 6:30 p.m.  
8:30 a.m. – 7:30 p.m.  
7:30 p.m. – 6:30 a.m.  
8:30 p.m. – 7:30 a.m.

(1990)(1999)(2001)(2007)

### Community Centre

The standard work period for Community Centre and Fitness Centre employees who are employed by the Recreation Services Department 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 seventy (70) 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. If the employee does not receive sixteen (16) hours off between shifts, he/she shall be paid the applicable overtime rate for the second or consecutive shifts, providing the employee has not received forty-eight (48) hours notice. (2007)

### Theatre Staff

Theatre staff shall work the hours as directed by the Theatre Manager to ensure the efficiency of the Theatre operation.

(1990)(2001)

### 12.02 Overtime Pay

Authorized work performed in excess of the employee's normal work week or normal work day, with the exception of time at regularly scheduled meetings normal to their employment, as defined in Section 12.01 above will be paid at the rate of time and one-half times (1.5x) the employee's regular rate. Overtime as set out herein shall only be recognized when the employee is required to work more than thirty (30) minutes beyond his/her normal work day. Overtime on Sunday will be compensated at the rate of one and a half times (1.5x) where work on Sunday is selected by the employee and at the rate of two times (2.0x) the employee's rate of pay where the work on Sunday is directed by the Employer.

Overtime shall be shared on an equal basis as much as is practical-  
(1991)(1999)(2001)(2004)

#### 12.03 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.(2010)

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. (2010)

#### 12.04 Break Periods

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)

#### 12.05 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 times 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 for 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 City, and, if any of the 8 hours off fall within the employees' next regular scheduled shift, all such hours shall be paid at one half straight time rates. Under no circumstances will any employee be required or allowed to work more than 20 continuous hours. (2004)

#### 12.06 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. (2001)

#### 12.07 Standby

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. (2004)

#### 12.08 Excess Weekly Hours of Work

Employees may be required to work extra hours beyond seven (7) 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 13.00 - PAID HOLIDAYS

13.01 The following paid holidays, regardless of when they fall shall be granted with pay to employees, after sixty (60) days of continuous current employment:

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. The following qualifications apply to the floating holiday:

- 1) It must be taken during the calendar year.
- 2) Failure to take the floating holiday during the calendar year forfeits all entitlement to the holiday.
- 3) It will be scheduled on a first request basis.
- 4) An employee must have sixty (60) days continuous current service with the Corporation to qualify for the floating holiday. 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.
- 5) It must be taken as one complete shift in its entirety. (2001)(2004)(2007)

#### 13.02

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.

### 13.03

Any employee required to work on a paid holiday as defined above, shall be paid for all authorized work performed on such holiday at double the regular straight time rate of pay for all hours worked, in addition to the holiday pay. Pool, Arena and Fitness Centre employees required to work on any of the Holidays listed in 13.01 above shall be entitled to a day off with pay at such time as may be mutually agreed in lieu of holiday pay.

### 13.04

In order to qualify for holiday pay an employee shall work the 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 pay for the holiday.

### 13.05

The floating Holiday shall not be classed as a Paid Holiday for premium rates of pay.  
(1982) (1990)

## ARTICLE 14.00 - VACATIONS

### 14.01

Vacation periods, 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). (1982)(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). (1982)(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). (1984) (1986)(1988)(1999)(2004)(2007)
- (e) Employees who have completed twenty-nine (29) years of full service shall receive an additional day per year. (2007)(**2013**)

### 14.02

In the event that a holiday falls within the vacation period of an employee who has completed the probationary period, the vacation shall be extended an extra day, or at another time by mutual agreement.

14.03

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.

14.04

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 31<sup>st</sup> of the following year.**(1988)(2004)(2013)

14.05

All vacations requests are to be submitted by an employee before April 15th if the employee wishes to ensure seniority in respect to vacation scheduling. The Department Head or Designate will confirm or reject the employee's request consistent with seniority no later than April 30th. (1984) (1988)(2001)

## ARTICLE 15.00 - SENIORITY

15.01

Seniority, as referred to in the Agreement, shall mean length of service, without interruption, in the employ of the Corporation and shall be on a bargaining unit wide basis.

15.02 Probation

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 9.01 shall be subject to discharge during the full six (6) months of the probationary period. (1999)

The dismissal, layoff or failure to recall of a probationary employee shall not be the subject of a grievance.

15.03 Performance Evaluation

A probationary employee will receive an informal performance evaluation after (3) months and a written evaluation immediately prior to the end of the six (6) month probation period. (1988)

15.04 Seniority Date

After six (6) months of service, his/her 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 full-time temporary employee, such probationary employee shall be entitled to have as a seniority date the date he/she commenced employment as a full-time temporary employee.

Seniority lists will be revised twice a year. A copy of the list will be posted and a copy given to the Union, by January 15<sup>th</sup> and July 1st of each year. (1991)(2004)(2007)

15.05 Layoff/Recall

Layoffs which are anticipated to exceed five (5) working days, recalls after such layoffs and promotions to higher rated jobs, 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.

In the event of a layoff of less than five (5) days duration, the factors set out in Article 15.04 hereof shall apply in the same manner provided, however, that seniority shall be considered on a job classification basis.

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

#### 15.06 Termination

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

- (a) voluntarily quits employment with the Corporation;
- (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 within five (5) working days after being notified by the Corporation by registered mail following a layoff;
- (e) fails to return to work upon termination of authorized leave of absence, or holidays, unless proper notification is communicated to the Department Head or designate. Approval of such extension shall only be for good and sufficient cause; (1982)
- (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)

When the conditions set out above apply, the following will also apply:

1. The requirement to post vacancies is suspended if notice of layoff has been given and/or if employees are on layoff.
2. 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.
3. Employees receiving notice of layoff may accept the layoff, exercise their right to bump into another position, or transfer to a position the City has declared vacant. No employee shall bump into a position that is higher paid than their original job.
4. Employees being recalled from layoff are not entitled to be recalled into a job at a higher rate of pay than their original job.
5. Employees temporarily assigned to jobs at a higher rate of pay than their normal job remain subject to bumping from their original job.

6. If a vacancy is not filled through recall, it will be posted.
7. 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.

#### 15.07 Promotion

In the event that an employee covered by this Agreement should be promoted to a position within the Municipality, beyond 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 hereto the seniority accumulated while serving in such other capacity. The employee's 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 he/she remains outside the bargaining unit for a period of twelve (12) months.

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

#### 15.08 Change of Address and Status

It shall be the duty of each employee to notify the Human Resources Department promptly of any change of address or status. If an employee fails to do this the Corporation will not be responsible for failure of a notice to reach such employee or to provide benefit coverage where eligible.

### ARTICLE 16.00 - JOB POSTING

#### 16.01

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, notice hereof 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 Grade2, 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. (1988) (1990) (2007)

#### 16.02

Any employee in the bargaining unit 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 the applicant's qualifications.(2007)

#### 16.03

The applicant who possesses the required qualifications, ability, knowledge, skill and demonstrated performance where there are performance factors that are similar between the jobs shall be selected. In the event that two (2) or more employees make application for any

such posted vacancy and where the requirements as stated above are relatively equal, seniority shall govern.(1991)(1999)(2004)

16.04(a)

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 applicant possesses the required qualifications and ability for the posted position.

16.04(b)

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. (1999)

16.05 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. (2007)

16.06

The Union shall be notified in writing when layoffs, hirings and terminations in the bargaining unit are to be considered.

16.07

All correspondence shall be forwarded to the President of the Union under this Article.

ARTICLE 17.00 - LEAVE OF ABSENCE

17.01

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 directed to the applicable Commissioner, or in the Commissioner's absence, the Director of Human Resources. The Corporation agrees to confirm or deny the request for such leaves as soon as possible. (1982)(2001)(2004)

- (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. (1996)(2001)(2007)

17.02 Bereavement Leave

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

**In the event of the death of an employee's spouse or common law spouse the Corporation agrees to grant time off and to make up the employee's regular pay**



**(exclusive of any premiums) for one (1) additional working day for the purpose of Executor responsibilities. (2013)**

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

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

17.03 Pallbearer

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

17.04 Union Leave

(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-five (25)** working days. Requests for such leave of absence shall be made in writing at least two (2) weeks in advance of such leave by completing a form as provided by the Corporation. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. (2007)(2013)

In addition to the above, the Union negotiating committee shall be allowed two (2) days 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) weeks 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)

#### 17.05 Jury Duty/Court 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)

#### 17.06 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.(1996)
- 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. (1988)
- iii) Emergency situations which prevent the employee from reporting to duty or requires the employee to leave early. (1988)

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

To qualify for this provision the employee must have,

- a) completed the probationary period as specified in this Agreement, and
- b) notified his/her department at least forty-eight (48) hours in advance of the date and required time off.

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.

Employees who have taken leave for personal use may be required to produce evidence **in order to substantiate that the leave is in compliance with this Article. (1982)** (1991)(2013)

#### 17.07 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)

17.08 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 18.00 - GENERAL PROVISIONS

18.01

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 Local 905.15 Markham Unit Chair, and, if to the Corporation, to the Director of Human Resources. (2001)(2004)

18.02

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

#### 18.03 Mileage 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.

#### 18.04 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)

#### 18.05 Occupational Health and Safety

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)

#### 18.06 Technological Change

Ninety (90) days prior to any technological change being implemented, wherein such change could result in the displacement of personnel, the Corporation shall confer with the Union with a view to minimizing the personal effects of such change. Said consultation shall contain all pertinent information and shall include, where possible, required retraining data, if any, for the personnel involved. In the event of the reduction of staff, the employee **with the least bargaining unit seniority in the applicable job classification** will be the first laid-off, providing that the employee who is retained can perform the work of the laid-off employee. In the event of recall, the last employee laid-off will be the first employee recalled. (1985)(2013)

#### 18.07 Visual Display Terminals

Employees who are pregnant shall not be required to operate VDT's. An employee may request a reassignment to another position if available. If no alternative position is currently available, the employee will be granted a leave of absence or allowed to fill any available job in accordance with provisions of the Collective Agreement. (1985)

#### 18.08 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 19.00 - HEALTH BENEFITS

#### 19.01 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

The Corporation agrees, during the term of this Agreement, to contribute the full cost towards the present coverage of eligible employees under the Group Life Insurance and Accidental Death and Dismemberment Insurance Plans for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period.(2007)

#### 19.02 O.M.E.R.S.

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

#### 19.03 Drug Plan

The Corporation agrees to contribute the full cost of the billed premiums towards a Maritime Life Drug Plan or equivalent, **subject to a dispensing fee cap of eleven dollars (\$11.00) per prescription**, for each employee in the active employ of the Corporation and in the bargaining unit who has completed his/her probationary period.(2013)

#### 19.04 Dental Plan

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 (\$3000 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. (2007)(2010)

Fee Schedule: The O.D.A. fee guide will be automatically updated to provide the current O.D.A. fee. (1986) (1988) (1990) (1991) (1992) (1996) (1999)(2001)

#### 19.05 Optical Plan

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

#### 19.06 Extended Health Care

The Corporation agrees to provide Extended Health Care coverage 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)

#### 19.07 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 60<sup>th</sup> 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)

#### 19.08

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

19.09

- a) The Corporation agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after April 1, 2001, 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 Life Drug Plan as per agreement
  - Maritime Life 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. (2001)

- b) **Post Age 65 Employee Benefits**  
All active employees who work past the age of 65 years of age shall be afforded rights and benefits under the collective agreement with the amendment of the following:  
Long-term Disability coverage shall not be provided to active employees over the age of sixty-five (65) years. It is understood the individual will be able to have full access to the sick leave credits.

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

## ARTICLE 20.00 - SICK LEAVE

20.01

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. (1990)

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

The unused portion of the 85 days may only be carried over into the following calendar year if the employee's current illness/disability continues and/or extends into the new calendar year. In such case, the sick leave bank shall not be replenished. Rather, the employee will be covered by the long term disability benefit commencing after the qualifying period of seventeen (17) weeks (85 working days) from the initial day of illness/**disability** resulting in L.T.D. (1988) (2010)(**2013**)

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

#### 20.02

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 one hundred per cent (100%) pay;  
Next seventy-five (75) days at seventy-five per cent (75%) pay. Upon completion of four (4) years service all sick leave will be paid at one hundred per cent (100%).

#### 20.03

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. (1988)

#### 20.04

Any employee whose illness extends to the third working day shall, upon return to work or sooner if possible, file a certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) with the Director of Human Resources. (1982)(1984) (1988)

#### 20.05

After the fifth (5th) absence for sick leave in any one year the employee would not be paid for any subsequent sick days unless a certificate from a qualified medical practitioner (O.M.A.) or dental surgeon (D.D.S.) is provided. This procedure would continue for the remainder of the year of service. (1982) (1984)

#### 20.06

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 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, when the employee is unable to perform the major portion of work required by his/her position.

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)

#### 20.07

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

<u>Portion of Day Absent Due to Sickness</u>	<u>Sick Leave Credit Deduction</u>
Up to 4 Hours	1/2 Day
4 to 8 hours	1 day

#### 20.08

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. (1988)

### ARTICLE 21.00 - WORKERS' COMPENSATION

**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. (2013)**



## ARTICLE 22.00 - UNEMPLOYMENT INSURANCE PREMIUM REDUCTION

The Union acknowledges that the unemployment insurance premium reduction allowed to the Corporation by virtue of the existence of the sick leave plan shall be retained by the Corporation for the provision of the benefits described in this article. (1982)

## ARTICLE 23.00 - LONG TERM DISABILITY

23.01 The Long Term Disability policy will provide seventy-five per cent (75%) of salary to a maximum of \$5000 per month, which will commence after the qualifying period of seventeen (17) weeks (85 working days). The Corporation will pay one hundred percent (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. (1990)(1999)

### 23.02

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.

### 23.03

After the one (1) year duration, the employee will be given first preference for any job opening for which he/she is qualified.

### 23.04

The replacement for the disabled employee shall not belong to the Union or have any of the rights contained in this agreement.

### 23.05

Applicable benefits will terminate twenty-four (24) months after the employee becomes eligible for Long Term Disability except where a Waiver of Premiums applies. (Liberty Health, Dental and Group Life) (1990)

## ARTICLE 24.00 - HEALTH AND WELFARE BENEFITS ADMINISTRATION

The only obligation of the Corporation under Articles 19.00 through 23.00 inclusive is to **contract with a vendor to administer the Extended Health Care, Dental Plan and LTD Plan and/or make the appropriate payments** as outlined in these various sections. 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). (1982) (1988)(2013)

## ARTICLE 25.00 - UNION SECURITY

### 25.01

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, the amounts so deducted and a total of all regular wages paid to bargaining unit employees exclusive of fringe benefits. (1986)

25.02

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 26.00 - WORK OF THE BARGAINING UNIT

26.01

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 27.00 - SHIFT PREMIUM

27.01

Employees working after 4:30 p.m. shall receive a premium of one dollar (\$1.00) per hour for all normal hours worked after 4:30 p.m. (1982)(1984)(1986)(1999)(2001)(2004)

ARTICLE 28.00 - RELIEVING PAY

28.01

When an employee is required by the Corporation to perform duties other than those in the normal grade or classification the following shall apply:

(a) In Lower-Rated Position

When required to substitute for another employee who is receiving a lower rate of pay, he/she shall continue to receive his/her regular rate of pay.

(b) In Higher-Rated Position

When required to substitute for another employee who is receiving a higher rate of pay:

- (i) For less than three (3) consecutive normal shifts, the employee shall continue to receive his/her regular rate of pay.
- (ii) For a period of three (3) consecutive normal shifts or more, an employee, relieving someone in a higher salary grade, shall receive a five percent (5%) increase to their regular rate of pay for those days worked while performing duties other than those in their normal grade or classification.
- (iii) For a period of twenty (20) consecutive normal shifts or more, an employee relieving someone in a higher salary grade shall receive the rate and step for the higher salary grade consistent with the step location of their normal grade. (1992)(2001)(2010)

ARTICLE 29.00 - EDUCATIONAL COURSES

29.01

Subject to prior approval by Council, any employee who takes an educational course shall be reimbursed one hundred percent (100%) of the cost of the course upon successful completion. Such course shall, in the opinion of the Corporation, be of particular benefit to the employee in the performance of his/her duties and/or of benefit to the Corporation in general. The employee is obligated to remain in the full-time employ of the Corporation for a period of

one year following course completion, otherwise the employee must reimburse the Corporation for the full cost.

#### ARTICLE 30.00 - CLOTHING

##### 30.01

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. (2010)

Clothing for Recreation employees will be provided subject to current practice. (1982)(1984)(1986)(1991)(1992)(1999)(2001)

#### ARTICLE 31.00 - TEMPORARY EMPLOYEES

##### 31.01

This provision applies to Temporary Employees as identified in Article 2.01 of this agreement.

(a) Subject to (b) below, temporary employees may be employed in the following situations:

- (i) to replace permanent employees during vacation periods, leaves of absence and/or other absences from work;
- (ii) during non-permanent peak workload periods;
- (iii) for non-permanent projects;
- (iv) for existing vacancies in the process of being filled;

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.

Temporary employees will be excluded from the bargaining unit. Permanent employees on secondment to temporary positions will remain members of the bargaining unit. Students employed during their school vacation periods and/or for Co-op training programmes are excluded from the bargaining unit and shall not be considered temporary employees, and this letter of understanding does not apply to work performed by said students.

(b) Temporary positions established to cover vacation periods, leaves of absence and/or other absences may equal but not exceed the vacation, leave of absence, or other absence period except for the following purposes:

- (i) prior orientation to the position for the temporary employee;
- (ii) providing orientation and continuity to the permanent employee upon assuming or re-assuming the duties performed by the temporary employee.

Temporary positions established to cover vacation periods, leaves of absence and/or other absences shall not be considered non-permanent projects or temporary peak workload positions.

Temporary peak workload positions shall not exceed twelve months in length except as provided for in the following paragraph: (2010)

Should the Department Head be of the opinion that the peak workload requires continuation of the temporary position beyond six months, the matter shall be referred to the Chief Administrative Officer or his/her designate for review. Such referral should be made no later than 15 days prior to the expiry of the six month period. The Chief Administrative Officer shall have thirty (30) calendar days following the referral or following the expiry of the six month period, whichever is later, to complete the review and recommend the following:

1. that the temporary position be discontinued at the end of the 30 day period;
2. that a request be made to the Union to extend the temporary position;
3. that Council deem the position permanent.

Should Council agree to make the temporary position permanent, it shall be posted and processed in accordance with the Job Posting provisions of the collective agreement. A decision by Council not to make the temporary position permanent shall result in the discontinuation of the temporary position and termination of the temporary employee no later than one week following Council's decision. The individual employed in the temporary position under review may continue as a temporary employee until the position is discontinued, extended, or filled as a full-time vacancy. Failure to refer the matter to the Chief Administrative Officer in the time limits referred to shall not result in the temporary employee being deemed permanent.

Temporary employees hired for non-permanent projects shall not displace or be used to reduce the regular working hours of existing employees covered by this collective agreement.

Non-permanent projects shall not last longer than twenty-four (24) total months within any thirty-six (36) consecutive month period, per project, except by mutual consent of the Chief Administrative Officer and the Union.

All timeframes referred to herein apply to each temporary position, whether occupied by one person throughout or by a succession of people. Such timeframes may be extended by mutual consent of the Chief Administrative Officer and the Union. (2004)

#### 31.02

The designation of a "temporary position" may be made for a period of a maximum of twelve months. (2004)(2010)

#### 31.03

A person appointed to a "temporary position" shall not be subject to the terms of the Collective Agreement. After six (6) months service, an appointee to a "temporary position" shall be subject to the following terms:

- a) Checkoff of Union dues;
- b) overtime pay, in accordance with the Employment Standards Act. (1986)

ARTICLE 32.00 - TERMINATION

32.01

This Agreement shall remain in force from **April 1, 2013** until **March 31, 2016** and shall continue in force from year to year thereafter unless in any year, not more than sixty (60) days and not less than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

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. (2010)(**2013**)

DATED at Markham this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THE CORPORATION OF THE CITY  
OF MARKHAM

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES on its own behalf and  
on behalf of its Local 905.15  
(Inside Workers)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

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**CUPE INSIDE UNIT  
SCHEDULE "A"**

<b>City of Markham CUPE Inside Union Pay Grid April 1, 2013 (1.5%)</b>				
<b>Job Grade</b>	<b>Entry Step 1</b>	<b>6 months Step 2</b>	<b>Year 1 Step 3</b>	<b>Year 2 Step 4</b>
1	\$34,497	\$35,858	\$37,275	\$38,760
2	\$37,476	\$38,958	\$40,493	\$42,108
3	\$40,826	\$42,439	\$44,115	\$45,870
4	\$44,547	\$46,309	\$48,137	\$50,053
5	\$48,643	\$50,567	\$52,562	\$54,655
6	\$53,730	\$55,850	\$58,061	\$60,371
7	\$59,561	\$61,915	\$64,361	\$66,924
8	\$65,645	\$68,237	\$70,929	\$73,759
9	\$70,236	\$73,009	\$75,896	\$78,916
10	\$76,291	\$79,305	\$82,439	\$85,720

## SCHEDULE "A"

<b>City of Markham CUPE Inside Union Pay Grid April 1, 2014 (1.9%)</b>				
<b>Job Grade</b>	<b>Entry Step 1</b>	<b>6 months Step 2</b>	<b>Year 1 Step 3</b>	<b>Year 2 Step 4</b>
1	\$35,152	\$36,539	\$37,983	\$39,496
2	\$38,188	\$39,698	\$41,262	\$42,908
3	\$41,602	\$43,245	\$44,953	\$46,742
4	\$45,393	\$47,189	\$49,052	\$51,004
5	\$49,567	\$51,528	\$53,561	\$55,693
6	\$54,751	\$56,911	\$59,164	\$61,518
7	\$60,693	\$63,091	\$65,584	\$68,196
8	\$66,892	\$69,534	\$72,277	\$75,160
9	\$71,570	\$74,396	\$77,338	\$80,415
10	\$77,741	\$80,812	\$84,005	\$87,349

## SCHEDULE "A"

<b>City of Markham CUPE Inside Union Pay Grid April 1, 2015 (1.9%)</b>				
<b>Job Grade</b>	<b>Entry Step 1</b>	<b>6 months Step 2</b>	<b>Year 1 Step 3</b>	<b>Year 2 Step 4</b>
1	\$35,820	\$37,233	\$38,705	\$40,246
2	\$38,914	\$40,452	\$42,046	\$43,723
3	\$42,392	\$44,067	\$45,807	\$47,630
4	\$46,255	\$48,086	\$49,984	\$51,973
5	\$50,509	\$52,507	\$54,579	\$56,751
6	\$55,791	\$57,992	\$60,288	\$62,687
7	\$61,846	\$64,290	\$66,830	\$69,492
8	\$68,163	\$70,855	\$73,650	\$76,588
9	\$72,930	\$75,810	\$78,807	\$81,943
10	\$79,218	\$82,347	\$85,601	\$89,009



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

**SCHEDULE "B"**

<b>City of Markham Inside Union Pay Grid</b>				
<b>Title</b>	<b>Job Grade</b>	<b>April 1, 2013 (1.5%)</b>	<b>April 1, 2014 (1.9%)</b>	<b>April 1, 2015 (1.9%)</b>
Engineering Technologist	8B	\$77,446	\$78,917	\$80,416
Engineering Technologist, Transportation	8B	\$77,446	\$78,917	\$80,416
Engineering Technologist/Works Inspector	8B	\$77,446	\$78,917	\$80,416
	9B	\$82,862	\$84,436	\$86,040

<b>Active Positions</b>	
<b>Job Title</b>	<b>Job Grade</b>
Administrative Services Clerk - Courier	<b>2</b>
Administrative Services Clerk - Mail	<b>2</b>
Purchasing Assistant	<b>2</b>
Administrative Services Clerk - Print	<b>3</b>
Compliance Clerk	<b>3</b>
IMS Clerk	<b>3</b>
Matching Clerk	<b>3</b>
Operations Clerk	<b>3</b>
<b>Waste Operations Assistant</b>	<b>3</b>
Accounting Clerk – Fire	<b>4</b>
Accounts Payable Clerk	<b>4</b>
Asset Management Clerk	<b>4</b>
By-Law Enforcement & Licensing Clerk	<b>4</b>
Cashier	<b>4</b>
Contract Administrator	<b>4</b>
Customer Service Representative - Building Standards	<b>4</b>
Development Clerk II	<b>4</b>
Document Control Clerk	<b>4</b>
<b>Events Promotions Assistant</b>	<b>4</b>
Handyperson	<b>4</b>
Notifications Officer	<b>4</b>
Parking Control Clerk	<b>4</b>
<b>Public Services Assistant</b>	<b>4</b>
Theatre Administrative Clerk	<b>4</b>
<b>Administration Clerk-Fire</b>	<b>5</b>
Assistant to Council Committee	<b>5</b>
Cash Control Clerk	<b>5</b>
Community Outreach Assistant	<b>5</b>
Contract Management Clerk	<b>5</b>
Customer Service Representative - Contact Centre	<b>5</b>
<b>Customer Service Representative - Community Centre</b>	<b>5</b>
Development Technician	<b>5</b>

<b>Active Positions</b>	
<b>Job Title</b>	<b>Job Grade</b>
Instrument Person	5
Parking Control Administrator	5
Senior Accounts Payable Clerk	5
Senior By-Law Enforcement & Licensing Clerk	5
Senior Compliance Clerk	5
Tax Adjustment Clerk	5
Tax Arrears Clerk	5
Tax Certificate Mortgage Clerk	5
Tax Mortgage Clerk	5
Applications Administrator - Building	6
Building Inspection Administrator	6
CARe Training Coordinator	6
Event Management & Outdoor Sports Coordinator	6
Fitness Counsellor	6
Geomatics Technician	6
Licensing Officer	6
Public Utilities Coordinator	6
<b>Space and Accommodation Planner</b>	6
<b>Urban Design Technician</b>	6
Accounts & Claims Coordinator	7
Architectural Plan Examiner I	7
Asset Management Technician	7
<b>Environmental Programs Administrator</b>	7
Planner I	7
Pool Supervisor	7
Process Management Administrator	7
<b>Provincial Offences Officer I</b>	7
<b>Senior Graphic Designer</b>	7
Survey Asset Technician	7
Systems Coordinator	7
Tax Policy Agent	7
Theatre Technician	7
Utilities Inspector/Technologist	7
Waterworks Quality Coordinator	7

<b>Active Positions</b>	
<b>Job Title</b>	<b>Job Grade</b>
Waterworks Technician	7
Building Inspector I	8
Engineering Design Assistant	8
<b>IMS Data Specialist</b>	8
Landscape Inspector	8
Parks Planner	8
Planner 2 (Development / Policy)	8
Planner 2 - Heritage & Conservation	8
Planner 2 - Urban Design	8
<b>Provincial Offences Officer II</b>	8
Secretary/Treasurer, Committee of Adjustment	8
Survey Crew Leader	8
Tree Preservation Technician	8
Zoning Examiner	8
Engineering Technologist	8B
Engineering Technologist – Transportation	8B
Engineering Technologist/Work Inspector	8B
Architectural Plan Examiner II	9
Building Inspector II	9
Mechanical Plan Examiner	9
Parks Development Coordinator	9

<b>Inactive Positions</b>	
<b>Job Title</b>	<b>Grade</b>
Building Inspection Clerk	3
Clerk - Civic Centre	3
Customer Service Clerk	3
Development Clerk	3
Fleet Clerk	3
Planning Clerk	3
Switchboard Operator	3
Accounting Clerk	4

<b>Inactive Positions</b>	
<b>Job Title</b>	<b>Grade</b>
Administrative Accounting Clerk	4
Customer Service Representative - Civic Centre	4
Revenue Clerk	4
Assessment Assistant	5
Client Services Assistant	5
Environmental Officer	5
Graphics Coordinator	5
Senior Clerk - Development	5
West Nile Inspector	5
Secretariat Services Assistant	6
Supervisor, Customer Service	6
Accountant Developers Agreements	7
Engineering Technician (Tech Services)	7
Planner I, Urban Design	7
Publications Coordinator	7
Senior Provincial Offences Officer I	7
Supervisor, Registration	7
<b>Transportation Planning Technologist</b>	7
Parks Inspector	8
Planner 2, Intermediate	8
Waste Management Program Coordinator	8
Works Inspector	8
Senior Provincial Offences Officer II	9

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF MARKHAM  
AND  
C.U.P.E. LOCAL 905.15 (INSIDE 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 CITY OF MARKHAM  
AND  
C.U.P.E. LOCAL 905.15 (INSIDE 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 City of Markham as declared by Markham Council, the Regional Municipality of York, The Province of Ontario or the Government of Canada.

Dated this 30<sup>th</sup> day of April, 2008 at Markham, Ontario:

For the Corporation

For the Union



Letter of Understanding

Between

THE CORPORATION OF THE CITY OF MARKHAM

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1219 (Inside Workers)

Notwithstanding Article 12.01 Hours of Work, the parties agree to reach an agreement regarding variable starting and quitting times. The parties agree that a Department Head may, at his/her discretion, implement variable starting and quitting times which are pre-arranged between the Department Head and the employee.

An employee will be given two weeks' notice of changes to his/her schedule.

It is understood that until such agreement is reached, any existing arrangements and/or practices regarding hours of work, scheduling, and compensation will continue to apply.

DATED this 4<sup>th</sup> day of March, 1997

FOR THE UNION

FOR THE CORPORATION

## LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF MARKHAM

And

CUPE LOCAL 905.15 (MARKHAM INSIDE UNIT)

### Flexible Work Arrangements

The Parties agree to the following on a without prejudice or precedent basis:

- On an annual basis, coincident with the anniversary of the collective agreement, the Corporation will request expressions of interest from employees to have varied hours of work. Standard forms shall be provided.
- Starting or ending times may vary by up to one hour on either side of the normal start or end time.
- Expressions of interest shall be valid for a period of one year only.
- Managers will review the expressions of interest and subject to operational requirements, varied starting times may be implemented.
- Where more requests are made by work unit or job class than can be accommodated, seniority shall govern.
- Varied hours shall be valid for a minimum of two weeks.
- Varied hours shall be posted a minimum of five (5) working days in advance.
- Notice of discontinuation of varied hours shall be provided to the employee a minimum of five (5) working days in advance of the discontinuation.

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

For the Corporation

For the Union

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF MARKHAM

And

CUPE LOCAL 905.15 (MARKHAM INSIDE 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 CITY OF MARKHAM

And

CUPE LOCAL 905.15 (MARKHAM INSIDE UNIT)

Team Leaders

The Corporation agrees to reimburse an employee with an additional compensation of \$1.00/hour where he/she has been appointed to the position of Team Leader.

Dated this 30<sup>TH</sup> day of April, 2008 at Markham, Ontario:

For the Corporation

For the Union

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF MARKHAM

And CUPE LOCAL 905.15 (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:

- The Corporation will enter into discussions with the Union over the implementation of the amalgamation including qualifications, movement of employees, and hours of work.

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

For the Corporation

For the Union

MEMORANDUM OF AGREEMENT

Between

THE CORPORATION OF THE CITY OF MARKHAM

And

CUPE LOCAL 905.15 (MARKHAM INSIDE 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 30<sup>th</sup> day of April, 2008 at Markham, Ontario

For the Corporation

For the Union

LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE CITY OF MARKHAM  
AND  
C.U.P.E. LOCAL 905.15 (INSIDE WORKERS)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at Markham, Ontario:

For the Corporation

For the Union

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