

THIS AGREEMENT entered into May 6, 2025 (date of final ratification),

Collective Agreement

April 1, 2024 – March 31, 2027

BETWEEN

THE CORPORATION OF THE CITY OF MARKHAM

hereinafter referred to as the "Employer"

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 905.14 (Outside Workers)

hereinafter referred to as the "Union"

OF THE SECOND PART

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DEFINITIONS

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

ARTICLE 1.00 - PURPOSE

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

2.02 Written or Verbal Agreement

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

ARTICLE 3.00 - RELATIONSHIP

3.01 No Discrimination

The **Employer** 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)

The Employer agrees to abide by the *Ontario Human Rights Code, 1990, as amended.* (2024)

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 **Employer** without the permission of the Director of **People Services** or designate. (1981) (2001) (2004)

3.03 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 **Employer** agrees that there will be no lockouts.

3.04 Union Orientation

On commencing employment, the employee's supervisor shall introduce the new employee/employees to the Union Steward or Representative. An officer of the Union shall be given the opportunity to **meet** the new employee(s) within regular working hours, without loss of pay, for a maximum of thirty (30) minutes for a single employee and sixty (60) minutes for two or more employees, during the first month of employment for the purpose of acquainting the new employee(s) with the benefits and duties of union membership and the responsibilities and obligations to the Employer and the Union. (2013) (2020) **(2024)**

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

3.05 Employee Lists

The **Employer** 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) **(2024)**

3.06 Policies and Procedures

The Employer will provide the Unit Chair with a laptop in order to access all employer policies. (2024)

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 **Employer**, and without restricting the generality of the foregoing to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided (2016);
- c) make, enforce and alter, from time to time rules and regulations to be observed by the employees. Such rules or regulations shall not be inconsistent with the terms of the within Agreement.

4.02 Exercise of Management Rights

The **Employer** 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 **Employer** 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. (1981) (1985) (2020)

The **Employer** shall provide the Secretary Treasurer of CUPE Local 905 and the Unit Chair of CUPE Local 905.14/15, or designate, on a bi-weekly basis, a list of names of all employees from whose wages Union dues have been deducted. Such report shall include a list of names of employees from whom dues 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. (2020)

On an annual basis, the **Employer** shall provide a list of the total amounts deducted from members of Local 905.15/14 and remitted to the Unit Chair based on the T4 supplementary forms for employees. (2020)

5.02 Liability of Employer

In consideration of the deduction and forwarding service by the **Employer**, the Union agrees to indemnify and save the **Employer** 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 **Employer** shall recognize a negotiating committee of the Union to be composed of not more than **four (4)** elected members and the Unit Chair, not more than one from any particular Department. (1981) (1989) (2001) (2020)

The **Employer** shall pay regular wages for all members who represent the Union in Collective Bargaining negotiation meetings with the Employer. (2020)

6.02 Representatives of Canadian Union of Public Employees

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 **Employer**. (2024)

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 **Employer** 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 **Employer** in writing and the **Employer** shall not be required to recognize any such steward until it has been so notified.

The **Employer** 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 **Employer** and with all persons representing the **Employer** in a supervisory capacity.

7.02 Permission to Leave Work

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

In accordance with this understanding stewards attending meetings with the **Employer** 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 **People Services 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) **(2024)**

Step No. 1 - Failing settlement of the complaint, within five (5) working days, the **Union with, or on behalf of the aggrieved employee** shall present the grievance in writing to the immediate supervisor. The employee shall have the assistance of their steward if so desired. (2016) **(2024)**

The supervisor shall give the decision **in writing** within five (5) working days following the presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows: (1981) (1989) (2013) **(2024)**

Step No. 2 - Within ten (10) working days after the decision is given under Step No. 1, the **Union with, or on behalf of** the aggrieved employee may request a meeting with the **Director of People Services** or designate and the meeting shall take place within a further five (5) working days from receipt of the request, unless mutually extended by the Parties, at which time the parties will consider the grievance. The employee shall be accompanied by their steward. The **Employer** shall provide a written response to the Union within ten (10) working days. (1989) (2001) (2007) (2016) **(2024)**

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

7.04 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step No. 1 of this Article may be bypassed. (1981)

ARTICLE 8.00 - ARBITRATION

8.01 Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7.00, and which has not been settled, may be referred to arbitration, at the written request of either of the parties hereto. (2016) (2020)

Within five (5) working days of the request by either party for arbitration, the referring party shall provide the other in writing of the names of its preferred arbitrators. The responding party will reply with names of alternate arbitrators or an agreement to one provided by the referring party. (2001) (2016) (2020)

8.02 Failure to Appoint

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

8.03 Decision of the Arbitrator

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

8.04 Expenses of the Board

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

8.05 Amending of Time Limits

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

ARTICLE 9.00 – DISCHARGE AND EMPLOYEE RECORDS

9.01 Claim for Unjust Discharge

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

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

9.02 Probationary Employees

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

9.03 Employee Records

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

ARTICLE 10.00 - MANAGEMENT GRIEVANCES

- 10.01** Any grievance instituted by Management may be referred in writing to the Unit Chair of CUPE Local 905.14 (or designate) within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union 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 Arbitration as provided in Article 8.00 at any time within ten (10) calendar days, but not later. (1989) (2001) (2020) **(2024)**

ARTICLE 11.00 - SENIORITY

11.01 Seniority Defined

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

11.02 Seniority List

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 15th and July 15th of each year. (2020)

11.03 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.

A full-time probationary employee will receive an informal performance evaluation after three (3) months and a written evaluation immediately prior to the end of the six (6) month probation period. (2024)

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

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

have as their seniority date the date they commenced employment as a temporary employee. (1981) (2016)

11.04 Loss of Seniority

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

- (a) voluntarily quits their employment with the **Employer** and does not withdraw the resignation within two (2) days of submitting the resignation; (1984) (1989) (2016)
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of **two (2) years; (2024)**
- (d) fails to report for work on the date specified by the **Employer** after being notified by the **Employer** 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 **Employer**. Such notice of extension shall only be for good and sufficient cause;
- (f) accepts gainful employment while on a leave of absence without first **notifying the Employer** in writing. **(2024)**
- (g) Excessive absenteeism may be considered innocent absenteeism and may therefore constitute grounds for dismissal. (1996)
- (h) **Accepts a position outside of the bargaining unit and does not return for a period of more than twenty-four (24) consecutive months. (2024)**

11.05 Seniority Outside Bargaining Unit

In the event that an employee covered by this Agreement should **accept a temporary position within the Corporation, which is outside of the bargaining unit, so defined in Article 2.01**, and is later **returned to the bargaining unit, they shall be placed back into their previously held position**. The employee shall retain the seniority previously acquired, **provided they return to the bargaining unit within twenty-four (24) months of leaving. They shall not accrue seniority while working in a position outside of the bargaining unit. Union dues will not be collected for the duration spent outside of the bargaining unit.** Their return to the bargaining unit should not result in the layoff or bumping of an employee holding their previous position acquired through job posting, if they remain outside the bargaining unit for a period of more than **twenty-four (24) months. (1991) (2016) (2024)**

For clarity, if an employee covered by this agreement accepts a position in another bargaining unit with the Employer, they shall retain and accrue seniority earned within the other bargaining unit. (2024)

ARTICLE 12.00 - PROMOTIONS AND STAFF CHANGES

12.01 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. If the Employer does not post within 90 days, notification will be provided to the Unit Chair providing the reason. 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 **Employer** agrees to advise the Union by means of an information posting. The **Employer** 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) (2020)

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 **Employer** named in the notice within, and not after, five (5) working days of the posting up of such notice, setting forth their qualifications. (2010) (2016)

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

12.02 Role of Seniority in Promotions and Transfers

Promotions to higher rated jobs shall be based upon the following factors:

- a) seniority; and
- b) qualifications, ability, knowledge, skill and demonstrated performance

where there are performance factors that are similar between the jobs.

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

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

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

12.03 Promotion Defined

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

ARTICLE 13.00 - LAYOFFS AND RECALL

13.01 Definition

A layoff shall be defined as either a temporary or a permanent reduction in the workforce or the elimination of a position. (2020)

13.02 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: (2020)

- a) seniority; and
- b) qualifications and ability.

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

In the event of a proposed layoff, the Employer shall, prior to issuing notices of layoffs provide notice to the Unit Chair or designate. Such notice shall include whether the layoffs are temporary or permanent, the number of employees affected, the job titles and names of employees impacted, as well as the reasons for the layoff. (2020)

Unless legislation is more favourable, the Employer shall notify employees who are to be laid off ten (10) days prior to the effective date of layoff. If the employee has not had the opportunity to work the ten (10) days, they shall be paid for the days for which work was not made available. (2020)

13.03 Short-Term Layoffs

In the event of a layoff of less than five (5) days duration, the factors set out in Article 13.02 hereof shall apply in the same manner provided, however, that seniority shall be considered on a job title basis. (2020)

13.04 Layoff/Recall Process

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

1. Layoff shall be done by reverse seniority with the most junior employee in a job title being laid off first. (2020)
2. The requirement to post vacancies within the bargaining unit is suspended if notice of layoff has been given and/or if employees are on layoff. (2020)
3. 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. (2020)

4. 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. (2020)
5. In the event of a layoff where an employee is subject to recall, the Employer shall continue to provide health and dental benefits (excluding emergency medical out of your province of residence and emergency travel assistance) for a period of one (1) month. LTD, Life Insurance, and AD&D coverage will not continue beyond the date of layoff. (2020)

The employee may at their own expense elect to continue health and dental benefits (excluding emergency medical out of your province of residence and emergency travel assistance) for up to a further eleven (11) months provided they remain on layoff and that they pay the premiums in advance or by post-dated cheques to maintain coverage. (2020)

6. Employees being recalled from layoff are not entitled to be recalled into a job at a higher rate of pay than their original job. An employee who is recalled to a job that is different from their original job will be recalled to their original job if it becomes available within 12 months of the initial date of layoff. (2020)
7. Employees temporarily assigned to jobs at a higher rate of pay than their normal job remain subject to bumping from their original job and the provisions of this article shall apply. (2020)
8. If a vacancy is not filled through recall or transfer, it will be posted. (2020)
9. 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) (2020)
10. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available. (2020)

13.05 The Union shall be provided a list of all bargaining unit members who are on layoff or recall, in June of each year. (2013) (2020)

ARTICLE 14.00 - HOURS OF WORK

14.01 Hours of Work

- a) Operations/Roads

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

7:30 a.m. to 4:00 p.m. (morning shift)
3:30 p.m. - 12:00 Midnight (afternoon shift)

11:30 p.m. - 8:00 a.m. (night shift)
commencing Sunday night and ending Friday, 8:00 a.m. with one half (1/2) hour meal period.

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

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

During the period from April 1st to October 31st, the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the **Employer** 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 **Employer** may schedule one (1) Licensed Fleet Technician on the afternoon shift once, for a two-week period. (2007)

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

Labourer/Driver – Road Patrol

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

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

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

or

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

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

b) Operations/Parks

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

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

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

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

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

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

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

During the period from April 1st to October 31st, the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the **Employer** 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 **Employer** 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 **Employer** may also schedule up to ten (10) 150 Day employees, with a further two (2) 150 Day employees subject to identification of increased service requirements, on an eight (8) consecutive hour per day basis, excluding lunch period, Monday to Friday, forty (40) hours per week on a static afternoon shift. The starting times of such shifts will be between 1:30 p.m. and 3:30 p.m. (2010) (2013)

c) Waterworks

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

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

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

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

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

The afternoon and night shifts shall not exceed two (2) weeks in duration on a rotation basis and shall be posted five (5) days in advance. (2013)

d) Recreation

The standard work period for Community Centre employees who are employed in any **Employer** 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 **Employer** will endeavour to grant fourteen (14) hours off between shifts and to schedule days off together. The **Employer** will endeavour to grant every third (3rd) weekend off. (2001) (2010) (2016)

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

Starting between 6:00 a.m. and 9:00 a.m. and ending eight (8) paid hours later (morning shift) except for those listed in the following paragraph;

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

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

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

The meal period shall be one half (1/2) hour paid meal period when the Facility Operator is required to remain on the premises during lunch and/or required to report to duty during lunch by their Non-Union Supervisor. (2020)

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

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

e) Culture

The standard work period for Cultural Facility employees who are employed in any **Employer** 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 **Employer** will endeavour to grant a minimum of fourteen (14) hours off between shifts and to schedule days off together. The **Employer** will endeavour to grant every third (3rd) weekend off. (2001) (2016)

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

Starting between 6:00 a.m. and 9:00 a.m. and ending eight (8) paid hours later (morning shift) with one half (1/2) hour for a lunch period; (2016)

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

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

14.02 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 **Employer**. (2007)

14.03 Shift Premiums

Employees working **hours that are scheduled outside of the morning shift** as defined in Article 14.01 shall receive **\$1.25** per hour. (1985) (1986) (1990) (1991) (1999) (2001) (2004) (**2024**)

ARTICLE 15.00 - OVERTIME

15.01 Compensation for Overtime

Authorized work performed in excess of the employee's normal work week or normal work day as defined in Section 14.01 above will be paid at the rate of time and one-half the employee's regular shift time rate. Authorized overtime worked on Sundays or, in the case of Facility employees, the second scheduled day off, will be paid at the rate of two times the employee's regular shift rate. (2013)

15.02 Sharing of Overtime

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

15.03 Call In Pay

An employee who has left the **Employer's** premises and who is called in to work outside of their regular scheduled hours shall be paid at the rate of time and one-half the regular straight time rate for all hours worked with a minimum of **three (3)** hours pay at 1½ time their regular straight time rate, provided the employee has completed their regular shift for that day and except to the extent that this **three (3)** hour period overlaps and extends into their regular shift, in which case the employee shall receive only time and one-half for all hours actually worked prior to the commencement of their regular shift. It is understood, however, that the minimum guarantee of **three (3)** hours pay at 1½ times their regular straight time rate shall be applicable only for two separate call-ins in any twenty-four (24) hour period and that for the third and subsequent call-in an employee shall be eligible only for time and one-half for all hours actually worked. (2016) **(2024)**

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

15.04 Standby Pay

Throughout the year, in addition to any other income, an employee assigned to standby for emergency purposes **will be paid the equivalent of the following:**

Monday to Friday: One (1) hour of their regular straight time hourly rate per day;

Saturday or Sunday: **Three (3)** hours of their regular straight time hourly rate per day;

Statutory Holiday: Three (3) hours of their regular straight time hourly rate per day. (2016) **(2024)**

Work related phone calls will be paid for at their **overtime** rate for all time spent on the telephone, or ½ hour at their **overtime** rate, whichever is greater. The call out to report for a standby assignment is not considered a work-related phone call. (2020) **(2024)**

Employees assigned to be on standby shall ensure that they are available to take all the necessary calls and communications during the period of the standby assignment. Employees shall also ensure that the technological means of receiving such calls and/or communications (e.g. landline telephone, cell/smart phones, etc.) are in good working order and if not in good working order, the employees shall take all reasonable steps to ensure uninterrupted communications with the Employer. Any out-of-pocket expenses considered reasonable by the Employer shall be reimbursed. (2016) (2020)

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)

15.05 Lieu Time

A Department Head or designate may at their discretion allow time off regular working hours in lieu of overtime payment at the applicable overtime rate, when requested by the employee and at a mutually agreeable time. (2016) (2020)

The accumulated overtime hours shall be taken as time off with pay in full days. With prior written approval of the employee's Manager or designate, lieu days may be taken in less than full days subject to the efficient operation of the department. (2020)

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) (2020)

Lieu time earned in any calendar year must be taken by the end of that calendar year. The earned lieu days are not transferable to the next calendar year. (2020)

15.06 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 16.00 - HOLIDAYS

16.01 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. **Two (2) floating holidays** shall be granted, to be taken at a time mutually agreed upon by the employee and the supervisor. **It is understood that one (1) floating holiday is in recognition of National Day for Truth and Reconciliation.** 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) **(2024)**

The following qualifications apply to the floating holiday(s):

- 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 **Employer** to qualify for the Floating Holiday. (1985) (2001) (2004)

16.02 Compensation for Holidays on Saturday or Sunday

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

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

- (a) **When a holiday, as referred to in clause 16.01 falls on a Saturday or Sunday employees who work any other shift other than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:**
 - i. **if the employee does not work on the actual holiday, the employee shall be paid for a full day at their regular rate of pay.**
 - ii. **if the employee works on the actual holiday, the employee will be paid two (2) times their regular rate of pay for the time so worked and in addition shall either:**
 - A. **be paid for the full day at their regular rate of pay, or**
 - B. **be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.**
- (b) **When a holiday, as referred to in clause 16.01, falls on Monday, Tuesday, Wednesday, Thursday or Friday, employees who work any other shift than Monday to Friday shall observe the holiday as it falls and shall be compensated as set out below:**
 - i. **if the employee does not work on the actual holiday, the employee shall be paid for the full day at their regular rate of pay.**
 - ii. **if the employee works on the actual holiday the employee will be paid two (2) times their regular rate of pay for the time so worked and in addition shall either:**

- A. be paid for the full day at their regular rate of pay, or
- B. be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

Requests for the lieu time shall not be unreasonably denied. (2024)

16.03 An employee whose scheduled work week is Monday to Friday shall be compensated for all holidays referred to in 16.01 or observed in accordance with 16.01, as the case may be, but not both, as follows:

- i. if the employee does not work on the designated holiday, the employee will be paid for a full day at their regular rate of pay;
- ii. if the employee works on a designated holiday, the employee will be paid two (2) times their regular rate for time so worked and in addition shall either:
 - A. be paid for a full day at their regular rate of pay, or
 - B. be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor.

In order to be considered a Monday to Friday worker, the majority of the employee's regularly scheduled hours of work for the Monday shift must fall after 12:01 a.m. on Monday and for the Friday shift must fall before 11:59 p.m. on Friday. (2024)

16.04 Should a holiday referred to in clause 16.01 fall on an employee's regularly scheduled day off, the employee shall be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the supervisor or be paid their regular rate of pay for the day.

16.05 Qualification for Holiday Pay

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

16.06 Floating Holiday

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

ARTICLE 17.00 - VACATIONS

17.01 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, **effective January 1, 2026, the above will be based on a calendar year. (2024)**

Vacations with pay will be granted in accordance with the following:

- (a) Employees who have not completed a full year of service by June 30th in any year will be given a vacation with pay based on one (1) day for each completed calendar month of service since the date of starting employment, to a maximum of twelve (12) days and after the completion of one (1) year of service shall receive three (3) weeks vacation with pay (15 working days). (2004) (2007) (2016)
- (b) Employees who have completed **seven (7)** full years of service by June 30th shall receive four (4) weeks vacation with pay (20 working days). (1981) (1987) (1999) (2004) **(2024)**
- (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 (20) years of service by June 30th shall receive five (5) weeks plus two (2) days paid vacation (27 working days). (2024)**
- (e) 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)
- (f) Employees who have completed twenty-nine (29) years of full service shall receive an additional day per year. (2007) (2013)

17.02 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.

17.03 Carry-Over of Vacation

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

17.04 Seniority and Vacation Scheduling

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

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

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

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

Deductions for vacation will be the equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent vacation entitlements, in hours, received by employees working an eight (8) hour shift, as contained in Clause 17.01 of the Collective Agreement. (2016)

ARTICLE 18.00 - 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)

18.01 Sick Leave Credit

All eligible employees will receive eighty-five (85) working days sick leave credits on January 1 of each year. Employees who exhaust their sick leave credits within any calendar year, and have not returned back to work by January 1 of the following year, will not have their sick bank replenished until such time as they have returned back to work. (2020)

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

In the event that the employee returns to work in the same year as having received L.T.D. benefits, the number of short term disability credits used in that calendar year shall be deducted from 85 (days) and the difference will be available to the employee for

the remainder of the calendar year unless, within 6 months, a reoccurrence of the original L.T.D. claim occurs, which is covered by the insurance carrier. (1989) (2010)

Payment of sick leave will be made as follows to all employees who have been with the **Employer** 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%.

18.02 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 (3rd) day, **provide a medical note, by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or a dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSO) to their immediate supervisor and/or the People Services Department or designate.** (1987) (2013) (2020) **(2024)**

The employee shall provide **a medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSO)** after the fifth (5th) absence period. This procedure will continue for the remainder of the calendar year. (1981) (2013) **(2024)**

Notwithstanding the foregoing, the **Employer** may require an employee to provide, a **medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSO)** for absences of less than three (3) days and/or prior to the fifth (5th) 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 **medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSO)** shall also indicate the aspects of the job which the employee is limited or prevented from performing and estimated date of return. (1999) (2010) **(2024)**

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

In the case of a prolonged absence, a **medical note by a person licensed to practice medicine in Ontario by the College of Physicians and Surgeons of Ontario (CPSO) or a Nurse Practitioner recognized by the College of Nurses of Ontario (CNO) or dental surgeon (D.D.S.) recognized by the Royal College of Dental Surgeons of Ontario (RCDSO)** complete with specific job restrictions and estimated date of return shall be submitted at the **Employer's** expense every 30 days, unless waived by the **Employer**. (2001) (2010) **(2024)**

18.03 Deductions from Sick Leave

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

Portion of Day Absent <u>Due to Sickness:</u>	Sick Leave Credit <u>Deduction:</u>
Up to 4 hours (1987) (1989)	1/2 day
4 hours to 8 hours (1987) (1989)	1 day

18.04 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 Employer. (1989)

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

Deductions for sick leave will be the equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent sick leave entitlement, in hours, received by employees working an eight (8) hour shift, as contained in Clause 18.01 of the Collective Agreement. For greater clarity, eighty-five (85) working days is equivalent to six hundred and eighty (680) hours and shall not exceed seventeen (17) weeks.

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

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

In order for deductions from sick leave to be equivalent to that received by employees working an eight (8) hour shift, as contained in Clause 18.03 of the Collective Agreement, the sick leave credits of an employee working regular scheduled shifts greater than eight (8) hour shift shall be deducted based on the following:

Portion of Day Absent Due to Sickness	Sick Leave Credit Deduction
Up to one half (1/2) of the hours of their shift	½ of the hours in their scheduled shift
One half (1/2) of the hours of their shift or more	The full number of hours in their scheduled shift

(2016)

ARTICLE 19.00 - LEAVES OF ABSENCE

19.01 General Leave

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

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

19.02 Bereavement Leave

In the event of a death in the immediate family of an employee covered by this Agreement, the **Employer** 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 **Employer** 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, **parent** in-law, or **sibling** in-law, three (3) working days absence shall be granted in accordance with the above provision. (1999) **(2024)**

In the event of the death of an employee's **parents' siblings** one (1) working days absence shall be granted in accordance with the above provision. (1985) (1999) **(2024)**

Pallbearer & Ethno-Cultural Observance

One (1) day's leave of absence shall be granted for the purpose of being a pallbearer or attending ethno-cultural or religious practices for ceremonial occasions other than the period outlined above. The leave may be taken at the time of the ceremonial occasion. (2024)

19.03 Leave of Absence for Union Functions

- (a) The **Employer** agrees to grant leave of absence without loss of seniority for Union business to not more than **three (3)** employees selected by the Union to attend conventions or conferences or union education. The Employer shall pay the employee, 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. (2020) **(2024)**

It is understood, however, that the cumulative total of leaves of absences granted under this section shall not exceed fifteen (15) working days in any calendar year per individual, with a cumulative total of **fifty (50)** 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 **Employer**. The **Employer** agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. (2007) (2013) (2016) (2020) **(2024)**

In addition to the above, the Union negotiating committee shall be allowed **three (3)** 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) week in advance of such leave by completing the form as provided by the **Employer**. The **Employer** 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) (2024)

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

- b) **Leave for CUPE Local 905 Office or CUPE National or CUPE Ontario**

Where an employee is elected or appointed to a position within CUPE Local 905 or CUPE National or CUPE Ontario the Employer will consider a request for extended leave of absence for such employee for a period not to exceed **two (2)** calendar years. 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 **People Services**. 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. **(2024)**

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

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

19.04 Paid Jury or Court Witness Leave

The **Employer** 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 **Employer** shall continue to pay the employee's regular salary on the condition that the employee remit to the **Employer** 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)

19.05 Special Leave of Absence

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

19.06 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 vision. Employees will make every effort to schedule such appointments outside of scheduled work hours. (2020)
- ii) The unexpected or sudden illness of the employee's spouse, child or dependent parent which prevents the employee from reporting to duty or requires the employee to leave early.
- iii) Emergency situations which prevent the employee from reporting to duty or require the employee to leave early. (1989) (2016)

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

To qualify for this provision the employee must have:

- a) completed the probationary period as specified in this Agreement, and
- b) notified the department at least forty-eight (48) hours in advance of the date and required time off.
- c) In the event of an emergency situation or an unexpected or sudden illness, b) shall be waived. (2020)

Leave for Personal Use is limited to a maximum of twenty-four (24) hours per calendar year, non-cumulative. (1991)(2020)

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

19.07 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 **Employer** for at least thirteen (13) weeks before the expected birth date or the date that the child comes into the care of the parent.

(i) Pregnancy Leave

A pregnant employee shall be entitled to a leave of absence, without pay which will end seventeen (17) weeks after it began provided they are entitled to parental leave, or on the day that is the later of seventeen (17) weeks after the pregnancy leave began and six (6) weeks after the birth, still-birth or miscarriage if they are not entitled to parental leave. The employee must provide the Employer with at least two (2) weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date. (2001) (2016)

(ii) Parental Leave

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

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

An employee may choose a Parental Leave that begins no later than either fifty-two (52) weeks (Standard parental) or within seventy-eight (78) weeks (Extended parental) after the day the child is born or comes into the custody of the parent.(2001) (2020)

(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)

19.08 Pregnancy and Parental Leave Supplemental Benefit

An employee who has twenty-six (26) weeks of continuous full-time employment with the **Employer**, who is on pregnancy leave or parental leave and who is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to the *Employment Standards Act*, may be paid a supplemental benefit. (2020)

To be eligible for the supplemental benefit, the employee must sign an agreement with the **Employer** that the employee will return to work and remain with the **Employer** for a period of at least one (1) year after their return to work. An employee who returns to work following pregnancy/parental leave for six (6) months or less, or who does not return at all, will be required to pay back the full amount of the **Employer's** supplemental benefit received. An employee who returns for between six (6) months and one (1) year will repay the pro-rated amount of the benefit received. The Union hereby agrees that the **Employer** is authorized to deduct the amount of all repayments owing by the employee from any monies owing to the employees.

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

- the employee's weekly Employment Insurance benefits based on what the employee would receive in Employment Insurance benefits if they were to take a twelve (12) month leave, regardless of whether they take twelve (12) months or longer leave, if permitted under the Ontario *Employment Standards Act*. The employee is responsible for providing the Employer with an Employment Insurance document satisfactory to the Employer indicating what their Employment Insurance benefit would be for a twelve-month period of leave, regardless of their length of leave for the calculation of the supplemental benefit, and
- any other earnings. (2020)

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

All payments shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub or proof of twelve (12) or eighteen (18) months of benefit. In case of pregnancy benefits, supplemental benefit payment following the waiting period shall continue while the employee is in receipt of Employment Insurance benefit for a maximum of sixteen (16) weeks. In case of parental benefits, supplemental benefit payments shall continue while the employee is in receipt of parental benefits for a maximum of ten (10) weeks. (2020)

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

Application for and administration of the supplemental benefit is as determined by the Employer. (2016) (2020)

19.09 Parent Leave

Five (5) days leave with pay may be granted to a parent within two (2) weeks after the birth/adoption of the child. Documented proof of birth or adoption acceptable to the **Employer** may be required in support of such leave. This leave shall be granted whether or not the employee applies for an employment insurance leave. (1984) (2007) (2010) (2016) (2020)

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

Deductions for parent leave will be equivalent to the hours of the employee's regular scheduled shift and shall not exceed the equivalent entitlements, in hours, received by employees working an eight (8) hour shift, as contained in Clause 19.09 of the Collective Agreement. For greater clarity, five (5) working days is equivalent to forty (40) hours. Five (5) days leave (40 hours) with pay may be granted to a parent within two (2) weeks after the birth/adoption of the child. (2016) (2020)

ARTICLE 20.00 - EMPLOYEE BENEFIT PLANS

20.01 Extended Health Care and Dental Plan Coverage, Group Life and Accidental Death and Dismemberment Insurance

(a) The **Employer** 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 **Employer** and in the bargaining unit who has completed their probationary period. (1990) (2007) (2016)

(b) The **Employer** agrees to provide Extended Health Care coverage (including drugs) or equivalent for each employee in the active employ of the **Employer** and in the bargaining unit who has completed their probationary period. An annual cost of \$10.00 per individual and \$20.00 per family deductible will apply. (1991) (2004) (2016)

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

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

Basic Preventative: 100%

Major Dental Including Restorative: 50%

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

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

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

(d) The **Employer** agrees to contribute the cost of a Vision Plan providing **\$500** maximum coverage in a two (2) year period for each employee in the active employ of the **Employer**, 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. (2016)(2020)(**2024**)

(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 **Employer** 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 (15) 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.

- Drug Plan as per agreement
- 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) (2020)

- g) Post Age 65 Employee Benefits

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

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

Further, the Ontario Drug Benefit Plan shall be considered the first payer for employees over the age of sixty-five (65), and the City shall reimburse the

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

(h) **Post Age 70 Employee Benefits**

Employees who work past the age of 70 years shall be entitled to the same benefits as post 65 employee benefits, subject to the following change:

- i) **Life Insurance, the carrier requires a reduction in volume of 50% at the age of 70 to a maximum of \$50,000.**
 - ii) **AD&D, the carrier requires a minimum volume of \$60,000**
- (i) 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)

20.02 Pension Plan

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

20.03 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 **Employer** will pay one hundred percent (100%) of the cost of the billed premiums only for each employee in the active employ of the **Employer** 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 **two (2) years** from the date of becoming eligible for Long-Term Disability coverage. **(2024)**
- c) After the **two (2) years** duration, the employee will be given first preference for any job opening for which they are qualified. (2016) **(2024)**
- d) All applicable benefit coverage, as outlined in Article 20.01 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)

20.04 Employer's Obligation Employee Benefit Plans

The only obligation of the **Employer** under Article 20.00 is to contract a vendor to administer the extended health care, dental plan and LTD plan or pay the appropriate premiums, in full or in part, as outlined in the various sections of Article 20.00. The **Employer** is not an insurer as to the benefits available and the exact terms of the coverage must be ascertained from the provision(s) of the particular policies of the insurer(s). (1985) (2001) (2016)

20.05 Workplace Safety and Insurance Board Pay

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 **Employer** 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 **Employer**. 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 Employer for a period of twenty-four (24) months following the commencement of W.S.I.B. coverage. (1991) (2001) (2020)

ARTICLE 21.00 - HEALTH AND SAFETY

21.01 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 22.00 - UNIFORMS AND CLOTHING ALLOWANCE

22.01 Clothing

- 1) Mechanics and Auto Servicepeople will be supplied with **three (3)** summer shirts and **three (3)** pair summer pants annually. **(2024)**
- 2) Waterworks Servicepeople will be supplied with **three (3)** pair of coveralls **or shirts and pants** as required. Worn out coveralls must be returned prior to issue of replacement pair. **(2024)**
- 3) Mechanics and Auto Servicepeople will be supplied with **five (5)** pair of rental coveralls **or five (5) rental shirts and rental pants** per week. **(2024)**
- 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 **Employer** will pay up to two hundred and fifty dollars (\$250.00), 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 **Employer**. An

employee may be sent home for failure to wear the appropriate safety footwear. (1981) (1990) (1991) (1999) (2001) (2010) (2020)

In the event that an employee's safety footwear is worn and damaged to the extent that it is unfit for use, upon application for and submission to and with the approval of the non-union supervisor, the employee may be authorized to purchase a replacement pair of footwear prior to the expiry of the twenty four (24) month period and the **Employer** will provide a reimbursement of up to two hundred and fifty dollars (\$250). Should this occur, the twenty-four (24) month period for the next reimbursement will commence on the date that the replacement footwear is purchased. (2016) (2020)

ARTICLE 23.00 - GENERAL

23.01 Correspondence

Correspondence arising under the provision of this Agreement shall be in writing and shall be sufficient if sent by mail and/or email, addressed, if to the Union, to the Markham Unit Chair, Local 905.14 or their designate and, if to the **Employer**, to the Director of **People Services** or their designate. (2020)

The Markham Unit Chair, Local 905.14 or their designate, shall be notified in writing of all promotions, demotions, hirings, layoffs, transfers, recalls and terminations. (1984) (2001) (2004) (2020)

23.02 Bulletin Boards

The **Employer** 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 **Employer** reserves the right to remove documentation it considers to be inflammatory. (2007)

23.03 Collective Agreement

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

23.04 Change of Address

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

23.05 Technological Change

Ninety (90) days prior to any technological change being implemented, wherein such change could result in the displacement of employees, the Employer 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 employees involved. In the event of the reduction of staff, the employee with the least bargaining unit seniority in the applicable job title will be the first laid off, providing that the employee who is retained can perform the work of the laid-off employee. In the event of recall, the last employee laid off will be the first employee recalled. (2013) (2020)

ARTICLE 24.00 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Day

The **Employer** shall pay wages, one week in arrears, biweekly every second Friday in accordance with Schedules 'A' and 'B' attached hereto and forming part of this Agreement. (1981) (2004) (2020)

All premiums owing will also be paid, one week in arrears, with the bi-weekly cheques. (1982) (2020)

24.02 Shortage of Pay

In the event that an employee's pay has a shortage of eight (8) hours' pay or more and the employee so requests within three (3) working days after the pay date of the bi-weekly pay period in which the shortage occurred, the Employer shall make every effort to rectify the shortage within five (5) working days from the time that the employee first notifies the appropriate payroll services representative. (2020)

24.03 Pay on Temporary Transfer

When an employee is required by the **Employer** to assume the job duties of any other classification than their own for a period of three and a half (3.5) hours or more, the employee will receive the rate of pay for the position or their own rate of pay, whichever is the greater, for the full period of relief. (2016) (2020)

24.04 Automobile Allowance

Upon approval of an employee's supervisor, the **Employer** agrees to pay the current approved kilometrage rate for each kilometre necessarily travelled by an employee in their automobile while engaged in the business of the **Employer**. It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties. (2016) (2020)

24.05 Educational Allowance

Subject to prior approval by the applicable Commissioner, 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 Employer, be of particular benefit to the employee in the performance of their duties and/or of benefit to the Employer in general. The employee is obligated to remain in the full-time employ of the Employer for a period of one year following course completion, otherwise the employee must reimburse the Employer for the full cost. (2024)

24.06 Tool Allowance

A tool allowance of **three hundred and fifty dollars (\$350.00)** for licensed mechanics; **three hundred dollars (\$300.00)** for small engine mechanics; and **two hundred and fifty dollars (\$250.00)** for apprentice mechanics; payable twice yearly on June 30th and December 31st, upon proof of purchase. The Employer will supply the carpenter with tools as required. (1985) (1990) (1991) (1999) (2007) (2020) **(2024)**

24.07 Meal Allowance

An employee who works in excess of three hours of authorized overtime immediately following their normal work day is eligible for a meal per diem of **\$14.00**. (1999) (2016) (2020) **(2024)**

ARTICLE 25.00 - JOB SECURITY

25.01 Work of the Bargaining Unit

The **Employer** 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 26.00 – RETURN TO WORK

26.01 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)

26.02 Return to Work Meeting

When the **Employer** schedules a return to work meeting with an employee, the **Employer** will advise the employee that they may have a Union representative in attendance. If the employee declines Union representation, they will sign a declaration indicating their decision. Such attendance will not delay an employer-scheduled return to work. (2016) **(2024)**

ARTICLE 27.00 - TEMPORARY EMPLOYEES

27.01 Temporary Labourer

Temporary Labourer shall mean a person employed by the Employer, in the arenas between September 15 and April 15 or in the parks from April 1 to October 31, for a period of time not to exceed one hundred and fifty (150) working days in a calendar year. In certain cases, when weather permits the continuation of parks work, the

employer and the union may mutually agree to extend the work term to December 15. (1987)(2016)

The layoff, suspension or discharge of a Temporary Labourer shall be within the sole discretion of the Employer 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)

27.02 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 Employer, 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 Employer 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 28.00 - TERM OF AGREEMENT

28.01 Duration

This Agreement shall remain in full force and effect from **April 1, 2024** until **March 31, 2027**, and shall continue in force from year to year unless in any year within ninety (90) days before the date of its termination, either party furnishes the other with notice of termination of, or proposed revision of, this Agreement. (1981) (1987) (1989) (1990) (1991) (1992) (1996) (1999) (2001) (2004) (2007) (2010) (2013) (2016) (2020) **(2024)**

ARTICLE 29.00 - FITNESS

29.01 No person shall be hired as a full-time employee unless the **Employer** 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.

29.02 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 6th of January, 2026

The Corporation of the City of Markham on its own behalf	The Canadian Union of Public Employees on behalf of its Local 905.14 (Outside Workers)
<i>W. Alessi</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
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<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

ACTIVE POSITIONS ON SCHEDULE A

Positions	Commission	Grade	1-Apr-24	1-Apr-25	1-Apr-26
150-DAY TEMPORARY LABOURER	COMMUNITY	2	\$28.60	\$29.60	\$30.49
FACILITY OPERATOR I	COMMUNITY	3	\$30.00	\$32.34	\$34.08
OPERATIONS – LABOURER/DRIVER	COMMUNITY	3	\$30.00	\$32.34	\$34.08
LABOURER/DRIVER – ROADS	COMMUNITY	3	\$30.00	\$32.34	\$34.08
LABOURER/DRIVER – PARKS	COMMUNITY	3	\$30.00	\$32.34	\$34.08
LABOURER/DRIVER – WATERWORKS	COMMUNITY	3	\$30.00	\$32.34	\$34.08
MAINTENANCE ASSISTANT – CULTURE	DEVELOPMENT	4	\$31.45	\$33.59	\$35.11
MUNICIPAL UTILITY LOCATOR	COMMUNITY	4	\$31.45	\$33.59	\$35.11
YARD MAINTENANCE OPERATOR	COMMUNITY	4	\$31.45	\$33.59	\$35.11
SIGN MAINTENANCE	COMMUNITY	4	\$31.45	\$33.59	\$35.11
TRUCK DRIVER	COMMUNITY	4	\$31.45	\$33.59	\$35.11
SWEEPER OPERATOR	COMMUNITY	4	\$31.45	\$33.59	\$35.11
GENERAL MAINT. – PARKS MAIN.	COMMUNITY	4	\$31.45	\$33.59	\$35.11
GENERAL MAINTENANCE - OPERATIONS	COMMUNITY	4	\$31.45	\$33.59	\$35.11
FACILITY OPERATOR II	COMMUNITY	4 (FOII)	\$31.77	\$33.92	\$35.20
GARDENER	COMMUNITY	5	\$32.99	\$35.70	\$36.77
BACKHOE OPERATOR	COMMUNITY	5	\$32.99	\$35.70	\$36.77
STOCK KEEPER	COMMUNITY	5	\$32.99	\$35.70	\$36.77
ARBORIST	COMMUNITY	5	\$32.99	\$35.70	\$36.77
SIGN TECHNICIAN	COMMUNITY	6	\$34.50	\$37.26	\$38.38
SMALL ENGINE/EQUIPMENT TECHNICIAN	COMMUNITY	6	\$34.50	\$37.26	\$38.38
GROUP LEADER	COMMUNITY	6	\$34.50	\$37.26	\$38.38

ACTIVE POSITIONS ON SCHEDULE A

Position	Commission	Grade	1-Apr-24	1-Apr-25	1-Apr-26
WORKING SUPERVISOR – OPERATIONS	COMMUNITY	7	\$36.13	\$38.95	\$40.12
WORKING SUPERVISOR - PARKS	COMMUNITY	7	\$36.13	\$38.95	\$40.12
WORKING SUPERVISOR - ROADS	COMMUNITY	7	\$36.13	\$38.95	\$40.12
WORKING SUPERVISOR - GARDENER	COMMUNITY	7	\$36.13	\$38.95	\$40.12
WORKING SUPERVISOR - FORESTRY	COMMUNITY	7	\$36.13	\$38.95	\$40.12
WORKING SUPERVISOR – RECREATION	COMMUNITY	7	\$36.13	\$38.95	\$40.12
Reserve		8	\$37.91	\$39.24	\$40.42
Reserve		9	\$39.81	\$41.20	\$42.44

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

ACTIVE POSITIONS ON SCHEDULE B

Positions	Commission	Grade	1-Apr-24	1-Apr-25	1-Apr-26
WATERWORKS OPERATOR I	COMMUNITY	4B	\$33.92	\$35.37	\$36.43
GENERAL REPAIR / CHIEF OPERATOR	COMMUNITY	5B	\$36.23	\$37.50	\$38.63
FACILITY OPERATOR III	COMMUNITY	5B	\$36.23	\$37.50	\$38.63
MAINTENANCE ASSISTANT	COMMUNITY	5B	\$36.23	\$37.50	\$38.63
WATERWORKS OPERATOR II	COMMUNITY	6B	\$38.61	\$40.22	\$41.43
SEWER FLUSHER/CAMERA OPERATOR	COMMUNITY	7B	\$40.97	\$42.40	\$43.67
LICENSED FLEET TECHNICIAN	COMMUNITY	7B	\$40.97	\$42.40	\$43.67
WORKING SUPERVISOR – WATERWORKS	COMMUNITY	8B	\$43.46	\$44.98	\$46.33
WORKING SUPERVISOR – FLEET	COMMUNITY	8B	\$43.46	\$44.98	\$46.33
Reserve		9B	\$46.10	\$47.71	\$49.14

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.

INACTIVE POSITIONS		
Positions	Commission	Grade
HALL ATTENDANT (Arena)	COMMUNITY	2
HALL ATTENDANT (Theatre)	DEVELOPMENT	2
MAINTENANCE ASSISTANT – MUSEUM	DEVELOPMENT	3
WATERWORKS OPERATOR – IN TRAINING	COMMUNITY	3B
GENERAL MAINTENANCE - FACILITIES	COMMUNITY	4
WATERWORKS OPERATOR – IN TRAINING (LEVEL 1 CERTIFIED)	COMMUNITY	4B
GRADALL OPERATOR	COMMUNITY	5
GRADER OPERATOR	COMMUNITY	5
URBAN FORESTRY TEC AND MUN WEED INSPECT	COMMUNITY	6
WORKING SUPERVISOR - TRAFFIC	COMMUNITY	7

Letter of Understanding #1

Between

The Corporation of the City of Markham
("The Employer")

-and-

C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")

Re: Job Evaluation

Where new positions within the bargaining unit are created, or current positions reclassified, or a temporary modified duty position is created to accommodate an employee who's physician deems them fit to return to work with "modified" duties after an absence, the Employer will advise the Union in advance of the nature of the position and the proposed wage or salary scale, commensurate with the required qualifications. The newly created temporary modified duty position will be used specifically for the purposes of rehabilitation and at the discretion of management could be eliminated after the rehabilitation process is concluded. (2016) (2020)

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 Employer 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 (3) 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 People Services, an alternate CUPE National Representative and a third party job evaluation expert selected by the Parties. Such resolution shall be final and binding.

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

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

Changes in Classification

Where new positions within the bargaining unit are created, or current positions reclassified, or a temporary modified duty position is created to accommodate an employee who's physician deems them fit to return to work with "modified" duties after an LTD or WCB absence, the Employer 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 Employer are unable to agree on a rate, the rate of pay shall be determined by the Employer 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 Employer 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 a mutually agreeable Arbitrator.**

Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #2

Between

**The Corporation of the City of Markham
("The Employer")**

-and-

**C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")**

Re: State of Emergency

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

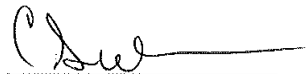
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #3

Between

**The Corporation of the City of Markham
("The Employer")**

-and-

**C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")**

Re: 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 6th day of January, 2026 at Markham, Ontario

FOR THE EMPLOYER

FOR THE UNION



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #4

Between

**The Corporation of the City of Markham
("The Employer")**

-and-

**C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")**

Re: Privacy

The Parties recognize the law and jurisprudence with respect to privacy in the workplace as it relates to GPS/AVL usage.

The Parties agree that they shall comply with their obligations in accordance with the law and jurisprudence.

Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #5

Between

**The Corporation of the City of Markham
("The Employer")**

-and-

**C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")**

Re: Discipline and Investigation

- (a) No employee who has completed their probationary period shall be disciplined or discharged except for just cause.
- (b) The Employer will conduct investigations as quickly as possible. Should an investigation be expected to take longer than thirty (30) calendar days from the date the investigation commences, the Employer will inform the employee(s) under investigation. Where it is necessary to impose discipline, such discipline will be imposed within ten (10) working days of the completion of the investigation.
- (c) Employees who are required to attend a formal investigatory meeting which may result in discipline, or a disciplinary meeting will be provided notice. The Unit Chair & Lead Steward or their respective designate, shall also receive notice of all disciplinary meetings and may arrange the presence of a steward at such meetings at the employee's request. The Union shall receive copies of all disciplinary letters delivered via e-mail to the Union's email addresses provided to the Employer.

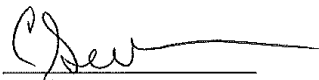
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER

FOR THE UNION



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #6

Between

**The Corporation of the City of Markham
("The Employer")**

-and-

**C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")**

Re: Vacation Year

Effective January 1, 2026, the vacation year will be amended to reflect a calendar year. At that time, an employee's entitlement will increase effective January 1st in the year the employee reaches the applicable year of service.

The parties will meet to discuss the details of vacation reconciliation and pay period adjustment (to occur in 2025).

Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

Letter of Understanding #7

Between

The Corporation of the City of Markham
("The Employer")

-and-

C.U.P.E. LOCAL 905.14 (OUTSIDE WORKERS)
("The Union")

Re: Hours of Work

WHEREAS the City of Markham and CUPE Local 905.14 (The "Parties") ratified a Collective Agreement which is effective **April 1, 2024 to March 31, 2027**;

AND WHEREAS the Article 15.01 Hours of Work in the Collective Agreement prescribes shifts for Operations/Roads, Operations/Parks and Waterworks.

AND WHEREAS the Parties have met to discuss a trial schedule for Operations/Roads, Operations/Parks and Waterworks.;

NOW THEREFORE the Corporation and the Union (the "Parties") agree, on a without prejudice or precedent basis, and in this instance only and not intended to alter the Collective Agreement. The parties agree to a trial with the following conditions and implementation as set out in the letter of understanding;

1. The following applies:

Operation/Roads

The standard hours of work for each shift shall be as follows **with one half (1/2) hour meal period**:

7:00 a.m. to 3:30 p.m. (morning shift)

3:00-p.m. to 11:30 p.m. (afternoon shift)

11:00 p.m. to 7:30 a.m. (night shift) commencing Sunday night and ending Friday, 7:30 a.m.

During the period from November 1st to April 15th, 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 April 15th, 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 the operational requirements, the employee

will receive eight (8) hours pay at their regular straight time hourly rate for the eight (8) hours worked. (2010)(2016)

During the period from April 15th to October 31st, the standard hours of work shall be 7:00 a.m. to 3:30 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 the rotation basis and posted five (5) days in advance. The shift referred to shall be divided equally among all employees in the listed classification, as far as is practical. (2007)

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

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

Labourer/Driver — Road Patrol

For the period of April 15th to October 31st, the shifts for this position would be 3:00 pm to 11:30 pm, from Monday to Friday.

For the period of November 1st to April 15th, the shifts would be as follows:

One week consisting of two (2) eight (8) hour shifts Thursday and Friday 3:00 pm to 11:30 pm plus two (2) twelve (12) hour shifts, scheduled on Saturday and Sunday,

OR

One week consisting of two (2) twelve (12) hour shifts, scheduled on Saturday and Sunday, plus two (2) eight (8) hour shifts Monday and Tuesday 3:00 pm to 11:30 p.m.

The Labourer/Driver — Road Patrol will receive meal period in accordance with the *Ontario Employment Standards Act*.

Operations/Parks

The standard hours of work for each shift shall be as follows **with one half (1/2) hour meal period:**

7:00 a.m. to 3:30 p.m. (morning shift)

3:00 p.m. -11:30 (afternoon shift)

11:00 p.m. – 7:30 a.m. (night shift) commencing Sunday night and ending Friday, 7:30 a.m.

During the period of November 1st to April 15th, 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 April 15th, should an employee be called in to work before the start of their shift, the employee may apply to leave the workplace after having worked eight (8) hours. If the employee so requests, and the Supervisor agrees based on operational requirements, the employee will receive eight (8) hours pay at their regular straight time hourly rate for the eight (8) hours worked. (2010)(2016)

During the period from April 15th to October 31st, the standard hours of work shall be 7:00 a.m. to 3:30 p.m., Monday to Friday.

Waterworks

The standard hours of work for each shift shall be as follows with one half (1/2) hour meal period:

7:00 a.m. to 3:30 p.m. (morning shift)

3:00 p.m. - 11:30 pm (afternoon shift)

11:00 p.m. – 7:30 a.m. (night shift) commencing Sunday night and ending Friday, 7:30 a.m.

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

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 endeavor to grant fourteen (14) hours off between shifts and to schedule days off together. The Corporation will endeavor to grant every third weekend off. (2001)(2010)(2016)

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

Starting between 6:00 a.m. and 9:00 a.m. and ending eight (8) 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) **with one half (1/2) hour for a lunch period**, to facilitate the opening of Community Centres and any future facilities with an indoor pool and/or fitness programs; (2013)(2016)

Starting between 2:30 p.m. and 5:30 p.m. and ending eight (8) paid or ten (10) hours later (afternoon shift) **with one half (1/2) hour for a lunch period.**

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 the premises during lunch and/or required to report to duty during lunch by their Non-Union Supervisor. (2020)

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 center on any night, an employee may be rescheduled to cover such event. No employee will be rescheduled unnecessarily, and such rescheduling will be divided equally among 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)

2. The Parties agree that the staff will adopt the work schedule **for a one (1) year term no later than sixty (60) days from ratification.** We agree to review **prior to the expiration of the term.**
3. Either Party may terminate the trial at anytime during the course of the trial and revert back to the hours in accordance with the terms and conditions of the existing City of Markham and CUPE Local 905.14 Collective Agreement with 30 calendar days' written notice, **which shall be waived in the event that the City declares an emergency and only for such time that the declared emergency is in effect.**
4. The Parties will formally seek feedback from participants prior to the conclusion of this agreement and discuss potential changes and/or renewal
5. The Union will not file or accept any grievance(s) with respect to the implementation of this Letter of Understanding, **except to enforce the terms of this agreement.**
6. Neither Party has relied upon any representations or statements made by any other Party hereto which are not specifically set forth in this Letter of Understanding.

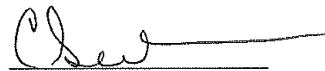
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



Vivian Geneski
Sr. Manager, Employee & Labour Relations
& Health and Safety

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair