

THIS AGREEMENT entered into this first day of April, 1999

BETWEEN

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

and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
on its own behalf and on behalf of its
Local 1219 (Outside Workers)
hereinafter referred to as the "Union"
OF THE SECOND PART.

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DEFINITIONS

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

ARTICLE 1.00 – PURPOSE

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

ARTICLE 2.00 - RECOGNITION

2.01 Bargaining Unit

The Corporation recognizes the Union as the sole bargaining agent for all employees of the Corporation of the Town of Markham, save and except non-working foreman/women, persons above the rank of non-working foreman/woman, waterworks forepersons, students employed for the school vacation period, persons employed as temporary employees provided such employment does not exceed 115 working days in any calendar year, and those employees covered by subsisting agreements. (1981)(19139)

2.02 Written or Verbal Agreement

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

ARTICLE 3.00 - NO DISCRIMINATION

3.01 Discrimination

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

3.02 Union Activities During Working Hours

It is agreed that the Union and the employee; will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Town Administrator, or in his absence the Director of Human Resources. (1981)

ARTICLE 4.00 - MANAGEMENT RIGHTS

4.01 Respect of Management Rights

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

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) make, enforce and alter, from time to time rules and regulations to be observed by the employees. Such rules or regulations shall not be inconsistent with the terms of the within Agreement.

4.02 Exercise of Management Rights

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

~~ARTICLE 5.00 - UNION SECURITY~~

5.01 Checkoff of Union Dues

The Corporation agrees, during the term of this Agreement, to deduct from the pay of all employees in the bargaining unit, an amount equal to the regular monthly dues, as certified by the Union, and to remit the same prior to the end of such month to the Secretary-Treasurer of the Union, along with a list of names of employees from whose wages deductions have been made and the amounts so deducted and a total of all regular wages paid to bargaining unit employees exclusive of fringe benefits. (1981)(198.5)

5.02 Liability of Corporation

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

~~ARTICLE 6.00 - BARGAINING RELATIONS~~

6.01 Union Bargaining Committee

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

6.02 Representatives of Canadian Union

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

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

~~ARTICLE 7.00~~ GRIEVANCE PROCEDURE

7.01 Recognition of Union Stewards

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

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

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

7.02 Permission to Leave Work

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

In accordance with this understanding stewards dealing with employees' grievances etc., during their regular hours of work, shall not suffer any loss in pay.

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 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 immediate Supervisor shall reply to the complaint within five (5) working days. (1981)(1989)

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

The supervisor shall give the decision within two (2) working days following the presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

(1981)(1989)

Step No. 2 - Within five (5) working days after the decision is given under Step No. 1, the aggrieved employee may request a meeting with the Town Administrator or designate and the meeting shall take place within a further five (5) working days from receipt of the request at which time the parties will consider the grievance. The employee shall be accompanied by his/her steward. (1989)

Step No. 3 - If final settlement of the grievance is not reached at Step No. 2 and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 8.00 at any time within ten (10) calendar days after the decision is given under Step No. 2, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.

7.04. Policy and Group Grievances

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

~~ARTICLE 8.00 - ARBITRATION~~

8.01 Composition of Board of Arbitration

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

The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person to act as Chairperson chosen by the other two members of the Board.

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

8.02 Failure to Appoint

Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 8.01 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson.

8.03 Decision of the Board

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

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

8.04 Expenses of the Board

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

8.05 Amending of Time Limits

In determining the time within which any step is to be taken under the grievance and arbitration procedures; Saturdays, Sundays and Statutory Holidays shall be excluded. Any arid 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

9.01 Claim for Unjust Discharge

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

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

9.02 Probationary Employees

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

~~ARTICLE 10.00~~ - CORPORATION GRIEVANCES

10.01 Corporation Grievances

Any grievance instituted by Management may be referred in writing to the Grievance Committee within five (5) full working clays of the occurrence of the circumstances giving rise to the grievance, and the Grievance Committee shall meet within five (5) working days thereafter with Management to consider the grievance. If

final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article 8.00 at any time within ten (10) calendar days, but not later.

(1989)

ARTICLE 11.00 - NO STRIKES OR LOCKOUTS

11.01 No Strikes or Lockouts

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

ARTICLE 12.00 - SENIORITY

12.01 Seniority Defined

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

12.02 Seniority List

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

12.03 Probation for Newly Hired Employees

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

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

(1981)

12.04 Loss of Seniority

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

- (a) voluntarily quits his/her employment with the Corporation and does not withdraw the resignation within two (2) days of submitting the resignation;

(1984)(1989)

- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of one year;
- (d) fails to report for work on the date specified by the Corporation after being notified by the Corporation by registered mail following a layoff; (19139)
- (e) fails to return to work upon termination of authorized leave of absence, unless notification in writing has been communicated to the Corporation. Such notice of extension shall only be for good and sufficient cause;
- (f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing.
- (g) Excessive absenteeism may be considered innocent absenteeism and may therefore constitute grounds for dismissal. (1996)

12.05 Seniority Outside Bargaining Unit

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

ARTICLE 13.00 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings

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

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

13.02 Role of Seniority in Promotions and Transfers

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

The applicant who possesses the required qualifications, **ability**, knowledge, **skill** and demonstrated performance shall be selected. In the event that two (2) or more employees make application for any such posted vacancy and where the requirements in factor (b) are relatively equal, seniority shall govern. It is agreed and understood that a successful applicant may not bid for another job for at least six (6) months from the time of his/her appointment to the first job.

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

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

13.03 Promotion Defined

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

13.04 Correspondence

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

ARTICLE 14.00 - LAYOFFS AND RECALL

14.01 Role of Seniority in Layoffs and Recalls

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

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

14.02 Short-Term Layoffs

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

14.03 Layoff/Recall Process

When all the conditions set out in Article 4.01 apply, the following will also apply:

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

ARTICLE 15.00 - HOURS OF WORK

15.01 Hours of Work

(a) 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 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.

During the period from April 1st to October ~~31st~~, the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the Corporation may schedule two (2) employees from one of the following categories in the Roads Department: B, C, D and E, (not

including the Automotive Serviceperson) 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.

The Corporation may schedule one (1) mechanic: on the afternoon shift once, for a two (2) week period.

Automotive Serviceperson may be scheduled on an eight (8) consecutive hour per day basis, excluding the lunch period, Monday through Friday, forty (40) hours per week on a static afternoon shift basis throughout the calendar year. (15'99)

(b) 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 April 1st to ~~October 31st~~ the standard hours of work shall be 7:30 a.m. to 4:00 p.m., Monday to Friday. In addition, the Corporation may schedule four (4) employees from the parks Division (one from each area), on shifts consisting of an eight (8) consecutive hour basis, excluding lunch period, forty (40) hours per week, Monday to Sunday. 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 employee!; as far as practical. (1999)

(c) Waterworks

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

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

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

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

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

(d) Transit

Bus Drivers may be required to work split shifts with working hours aggregating to **eight (8) hours per day** between the hours of **6:30 a.m. to 10:30 p.m.** In the event the Corporation assumes responsibility for the entire operation of the Markham Transit system, or changes are required to expand the operation of the Markham Mobility Bus service, the parties agree to re-negotiate the Articles pertaining to Hours of Work, Wages and Benefits. Actual hours worked by bus driver, which accumulates to more than eight (8) hours per day, are subject to the various premium provisions indicated in the Collective Agreement. (1999)

(e) Recreation and Culture

(i) Arena, Pool and Hall

The standard work period for Arena, Pool, and Hall employees who are employed in any Corporation operation which is required to be operated on a six (6) or seven (7) day basis, or a shift basis, shall be eighty (80) hours over ten (10) days in any fourteen (14) consecutive day period. No employee shall be required to work more than eight (8) consecutive shifts, unless mutually agreed otherwise. The Corporation will endeavour to grant sixteen (16) hours off between shifts and to schedule days off together. The Corporation will endeavour to grant every third week-end off.

(ii) Arenas

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 (morningshift)
Starting between 3:30 p.m. and 5:30 p.m. and ending eight (8) paid hours later (afternoon shift)
Starting between 11:00 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. The meal period shall be one half (1/2) hour paid meal period during operational ice periods.

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 Arena employee is assigned a starting time, they shall continue to have the same starting time throughout a two (2) week shift rotation. (1999)

(iii) Pools.

The standard hours of work for each shift shall be as follows:
Starting between 6:00 a.m. and 8:00 a.m. and ending eight (8) paid hours later (morning shift)
Starting between 2:30 p.m. and 4:30 p.m. and ending eight (8) paid hours later (afternoon shift)
Starting between 10:00 p.m. and 12:00 Midnight and ending eight (8) paid hours later (night shift) with one half (1/2) hour meal period.

Notwithstanding the flexible shift starting times provided for above, when any Pool employee is assigned a starting time, they shall continue to have the same starting time throughout a two (2) week shift rotation. (1991)

15.02 Break Period

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

15.03 Shift Premiums

Employees working on a shift other than normal working hours as defined in Article 15.00 shall receive sixty-five cents (65 cents) for afternoon and night shifts.

Employees regularly scheduled to work on Saturday and Sunday shall receive a premium of sixty-five cents (65 cents) per hour.

(1985)(1986)(1990)(1991)(1999)

ARTICLE 16.00 - OVERTIME

16.01 Compensation for Overtime

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

16.02 Sharing of Overtime

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

16.03 Call In Pay

An employee who has left the Corporation's premises and who is called in to work outside of his/her regular scheduled hours shall be paid at the rate of time and one-half the regular straight time rate for all hours worked with a minimum of three (3) hours pay at his/her 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 his/her regular shift, in which case the employee shall receive only time and one-half for all hours actually worked prior to the commencement of his/her regular shift. It is understood, however, that the minimum guarantee of three (3) hours pay shall be applicable only for two separate call-ins in any twenty-four (24) hour period and that for the third and subsequent call-in an employee shall be eligible only for time and one-half for all hours actually worked.

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

16.04 Standby Pay

Throughout the year, employees required to stand by for emergency purposes, in addition to any other income, **will be paid \$85.00 per week and a prorated amount for any portion of time thereafter.** (1990)(1991)(1999)

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)(15'99)

16.05 Lieu Time

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

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

The accumulated overtime hours shall be taken as time off with pay in full days. All overtime hours worked in one work period must be designated either paid for or scheduled for lieu time off - it is not permissible to split the time. Lieu time will not be considered for overtime work periods of less than one (1) hour. (1990)

ARTICLE 17.00 - HOLIDAYS

17.01 Paid Holidays

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

New Year's Day	Good Friday
Easter Monday	Victoria Day
Dominion Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day and any other day

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

The following qualifications apply to the floating holiday in lieu of Remembrance Day:

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

17.02 Compensation for Holidays on Saturday or Sunday

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

17.03 Pay for Work on a Holiday

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

17.04 Qualification for Holiday Pay

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

17.05 Floating Holiday

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

ARTICLE 18.00 - VACATIONS

18.01 Length of Vacation

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

- (a) Employees who have not completed a full year of employment 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 ten (10) days and after the completion of one (1) year of service shall receive two (2) weeks vacation with pay (10 working days).
- (b) Employees who have completed three (3) full years of employment by June 30th shall receive three (3) weeks vacation with pay (15 working days).
- (c) Employees who have completed **eight (8) full years** of employment by June 30th shall receive four **(4) weeks vacation with pay (20 working days)**. (1981)(1987)(1999)
- (d) Employees who have completed **fifteen (15) full years** of employment by June 30th shall receive **five (5) weeks vacation with pay (25 working days)**. (1981)(1999)
- (e) Employees who have completed **twenty-five (25) full years** of employment by June 30th shall receive **six (6) weeks vacation with pay (30 working days)**. (1990)(1999)

18.02 Compensation for Holiday!; Falling Within Vacation Schedule
In the event that a holiday falls within the vacation period of an employee who has completed the probationary period, the employee's vacation shall be extended an extra day.

18.03 Preference in Vacations
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.

18.04 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 Town Administrator. In such case!;, employees are required to request such vacation carry-over prior to December 1st of any calendar year. Such vacations approved for carry-aver must be taken by March 31st of the following year. (1989)

18.05 Seniority and Vacation Scheduling
All vacations are to be submitted by an employee before March 15th if the employee wishes to ensure his/her seniority in respect to vacation scheduling. The Corporation will confirm or reject the employee's request consistent with seniority no later than April 1st.

Vacations submitted after March 15th will be reviewed on a receipt basis and confirmed or rejected within one (1) week of receipt. (198.4)

ARTICLE 19.00 - SICK LEAVE PROVISIONS

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

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

19.01 Sick Leave Credit
Employees will receive eighty-five (85) working days sick leave credit per year, non-cumulating, to be renewed January 1st of each year except in cases where an employee's current illness extends into the new calendar year and results in a long term disability claim. In such cases, the sick leave bank shall not be replenished. Rather, the employee will be covered by the long term disability benefit commencing after the qualifying period of seventeen (17) weeks (85 working days) from the initial day of illness resulting in L.T.D. (1989)

In cases where 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. (19139)

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

First ten (10) days at 100% pay;
Next seventy-five (75) days at 75% pay (see last paragraph of section 19.01 above);
Upon completion of four (4) years service all sick leave will be paid at 100%.

19.02 Proof of Illness

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

Any employee whose illness extends to the third working day shall, on or before the third day, file a doctor's certificate with the Department of Human Resources. (1987)

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

Notwithstanding the foregoing, the Corporation may require an employee to provide a Doctor's certificate for absences of less than three days and/or prior to the fifth period of absence in any calendar year, where there is a demonstrated pattern of absences over a sustained period of time. In such a case, the Doctor's certificate shall also indicate the aspects of the job which the employee is limited or prevented from performing. (1'399)

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

19.03 Deductions from Sick Leave

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

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

(1987)(1989)

19.04 Sick Leave/Resignation

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

(1989)

ARTICLE 20.00 — LEAVE OF ABSENCE

20.01 General Leave

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

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

20.02 Bereavement Leave

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

In the event of the death of an employee's grandparents, grandchildren or mother-in-law, father-in-law, brother-in-law or sister-in-law **three (3) working days** absence shall be granted in accordance with the above provision. (1'999)

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

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

20.03 Leave of Absence for Union Function!;

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

It is understood, however, that the cumulative total of leaves of absences granted under this section shall not exceed ten (10) working days in any calendar year and that request for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Corporation agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request.

In addition to the above, the Union negotiating committee shall be allowed one (1) day leave of absence without pay to prepare for negotiations. (1985)

20.04 Paid Jury or Court Witness Leave

The Corporation shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in court. The Corporation shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay required.

20.05 Special Leave of Absence

The Corporation may grant leave of absence with or without pay to an employee. All such requests shall be communicated to the Town Administrator, or in his absence the Director of Human Resources.

20.06 Leave for Personal Use

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

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

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

To qualify for this provision the employee must have,

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

In the event of an emergency situation b) shall be waived.

Leave for Personal Use is limited to a maximum of twenty (20) hours per calendar year, non-cumulative. (199'1)

Employees who have taken leave for personal use may be required to produce evidence which is satisfactory to management. (1981)(1987)

20.07 Pregnancy and Parental Leave

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

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

(i) Pregnancy Leave

A pregnant employee shall be entitled to seventeen (17) weeks leave of absence, without pay. The employee must provide the employer with at least two weeks written notice, under normal circumstances, of the date the leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.

(ii) Parental Leave

An employee, who is the parent of a child, shall be entitled to eighteen (18) weeks 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.

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

Parental Leave may begin no later than thirty-five (35) weeks after the day the child is born or comes into the custody of the parent.

(iii) Benefits while on Pregnancy/Parental Leave

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

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

20.08 Paternity Leave
Upon request to the appropriate Department Head or designate, three (3) days leave with pay may be granted to a father within two (2) weeks after the birth of his child. (1984)

ARTICLE 21.00 — EMPLOYEE BENEFIT PLANS

21.01 Hospital, Medical and Dental Insurance

(a) The Corporation agrees, during the term of this Agreement, to contribute full cost of the billed premiums towards a Group Life Insurance Plan providing coverage of one and one half times (1 1/2x) salary plus Accidental Death and Dismemberment (A.D. & D.) for each eligible employee in the active employ of the Corporation and in the bargaining unit who has completed his/her probationary period. (1990)

(b) The Corporation agrees to provide Liberty Health Drugs and Extended Health Care coverage for each employee in the active employ of the Corporation and in the bargaining unit who has completed his/her probationary period. An annual cost of \$10.00 per individual and \$20.00 per family deductible will apply. (1091)

(c) The Corporation agrees to contribute the full cost of the billed premiums of a Liberty Health Dental Plan #9 with space maintainer plus the remainder of Rider #2, Rider #3 (**\$1,200.00 Maximum**) and Rider #4, each with a 50/50 co-insurance, applicable fee schedule set out below, for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period. (1999)

Fee Schedule: The ODA fee guide will be automatically updated to provide the **current ODA fee.**

(1986)(1988)(1990)(1991)(1992)(1996)(1999)

(d) The Corporation agrees to contribute the full cost of the billed premiums towards an Optical Plan providing **\$225.00** maximum coverage in a two (2) year period for each employee in the active employ of the Corporation, and each eligible family member, where coverage is provided, and in the bargaining unit who has completed the probationary period.

(1982)(1988)(1990)(1991)(1999)

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

The specific criteria for eligibility are:

- The retiree may elect single or dependent coverage as applicable
- eligibility to participate in the Plan ceases at age 65 for any person insured
 - a spouse of a deceased retiree may continue participation until the earlier of the:
 - 1) date the retiree would have attained age 65 or;
 - 2) the date that the surviving spouse remarries, or;
 - 3) the date the survivor attains the age of 65.

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

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

21.02 Pension Plan

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

21.03 Long Term Disability

a) The Long Term Disability Policy will provide seventy five percent (75%) of salary to a maximum of \$2,500.00 per month, which will commence after the qualifying period of seventeen (17) weeks (85 working days). The Corporation will pay one hundred per cent (100%) of the cost of the billed premiums **only** for each employee in the active employ of the Corporation and in the bargaining unit who has completed the probationary period. (1999)

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

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

d) All applicable benefit coverage, as outlined in Article 21.01 a) and b), will terminate twenty-four (24) months after the employee becomes eligible for Long Term Disability or at age sixty-five (65) whichever is the earlier, except where a Waiver of Premium applies. (1984)(1987)(195'2)

21.04 Worker's Compensation Pay

Effective October 29, 1991, an employee who is injured on duty where no action for such injuries would be against a third person, and who is unable to work as a result of such injury, shall, while off work, be paid by the Corporation an amount equal to the Workers' Compensation Board (WCB) 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 Workers' Compensation Board will be paid to the Corporation. If the Board rules against the claim, the accumulated sick leave credits of the employee may be reduced accordingly, provided appropriate medical documentation is supplied.

Such payment will be authorized and continue except where:

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

(1991)

21.05 Corporation's Obligation Employee Benefit Plans

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

ARTICLE 22.00 - HEALTH AND SAFETY

22.01 Committee

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

ARTICLE 23.00 - UNIFORMS AND CLOTHING ALLOWANCE

23.01 Clothing

- 1) Mechanics and Auto Servicepeople will be supplied with two (2) summer shirts and two (2) pair summer pants annually.
- 2) Waterworks Servicepeople will be supplied with two pair of coveralls as required. Worn out coveralls must be returned prior to issue of replacement pair.
- 3) Mechanics and Auto Servicepeople will be supplied with two (2) pair of rental coveralls per week.
- 4) Mobility Bus Drivers will be supplied with one (1) winter parka (every two years), one (1) windbreaker (every two years), four (4) shirts (per year), two (2) pairs of pants or culottes (per year), one (1) tie (per year).
- 5) All personnel will be supplied with gloves, CIS required. Worn out gloves must be returned prior to issue of replacement pair.
- 6) Rainwear will be issued to each employee as required. Worn out rain wear must be returned prior to issue of replacements.
- 7) The Corporation will pay up to **\$150.00, with proof of purchase**, every 24 months towards the cost of CSA approved safety boots (**green patch**) and up to **\$100.00, with proof of purchase**, every 24 months towards the cost of CSA approved safety footwear (**yellow patch**) which shall be worn by all employees. For Mobility Bus Drivers steel toed safety shoes will apply. An employee shall be sent home for failure to wear the appropriate safety footwear. (1981)(1990)(1991)(1999)

ARTICLE 24.00 - GENERAL

24.01 Correspondence

Correspondence arising under the provision of this Agreement shall be in writing and shall be sufficient if sent by mail, addressed, if to the Union, to the President of the Local Number 1219 and, if to the Corporation, to the Town Administrator.

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

24.02 Bulletin Boards

The Corporation will provide six (6) bulletin boards in areas mutually agreed upon 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.

24.03 Collective Agreement

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

24.04 Change of Address

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

ARTICLE 25.00 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Day

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

25.02 Payment of Premiums

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

25.03 Wage Changes

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

25.04 Pay on Temporary Transfer

When an employee is required by the Corporation to assume the job duties of any other classification than his/her own for a period of one full shift or more, the employee will receive the rate of pay for the position or his/her own rate of pay, whichever is the greater, for the full period of relief.

25.05 Automobile Allowance

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

25.06 Educational Allowance

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

Where an employee requests permission from the Department Head to attend an educational or training course related to the activities of his/her employment and the Department Head feels that the employee's attendance at such course would be of benefit to the employee and the Corporation, the Department Head shall forward such application to the Town Administrator for a decision and necessary action. Subject to prior approval of the Town Administrator, the Corporation agrees to reimburse the employee for 75% of the cost of the course upon successful completion. (1981)(1989)

25.07 Tool Allowance

A tool allowance of \$200.00 for licenced mechanics; \$150.00 for small engine mechanics; and \$100.00 for apprentice mechanics; payable twice yearly on June 30th and December 31st, upon proof of purchase. The Corporation of the Town of Markham will supply the carpenter with tools as required.

(1985)(1990)(1991)(1999)

25.08 Meal Allowance

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

ARTICLE 26.00 - JOB SECURITY

26.01 Work (of the Bargaining Unit)

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

ARTICLE 27.00 - JOB CLASSIFICATION & RECLASSIFICATION

27.01 Changes in Classification

Where new positions within the bargaining unit are created, or current positions reclassified, or a temporary modified duty position is created to accommodate an employee who's physician deems him/her fit to return to work with "modified" duties after an LTD or WCB absence, the Corporation will advise the Union in advance of the nature of the position and the proposed wage or salary scale, commensurate with the required qualifications. The rate of pay shall be subject to the Joint Job Evaluation Rating Committee's evaluation. If the Committee is unable to agree on a position's evaluation, the issue may be referred to the Job Evaluation Appeals Process for resolution, such resolution shall be final and binding. 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.

Article 27.01 is not subject to the grievance or interest arbitration process except in matters of its interpretation or alleged violation of its administration. The Job Evaluation Process and resultant salaries are not arbitrable. (1987)(1990)

ARTICLE 28.00 - TEMPORARY LABOURER

28.01 Temporary Labourer

Temporary Labourer shall mean a person employed by the Corporation, in the arenas between September 15 and April 15 or in the parks from April 1 to October 31, for a period of time not to exceed one hundred and fifty (150) working days in a calendar year. In certain cases, when weather permits the continuation of parks work, the employer and the union may mutually agree to extend the work term to November 30. (1987)

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

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

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

~~ARTICLE 29.00 - TERM OF AGREEMENT~~

29.01 Duration

This Agreement shall remain in full force and effect from April 1st, 1999 until March 31st, 2001, 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)

~~ARTICLE 30.00 - FITNESS~~

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

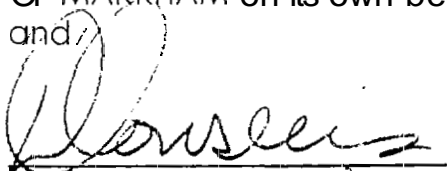
30.02 Each employee is expected to remain physically fit to satisfactorily execute the duties of the job appropriate to the terms and conditions of employment.

(1987)

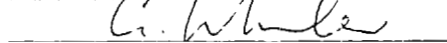
IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures.

DATED at Markham this 27 day of October, 1999.

THE CORPORATION OF THE TOWN OF MARKHAM on its own behalf and



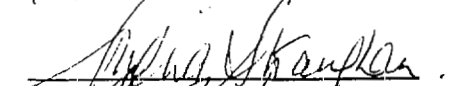
MAYOR

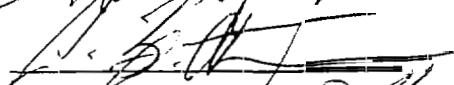


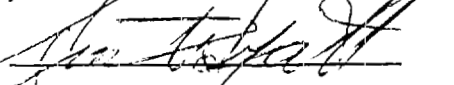
CLERK

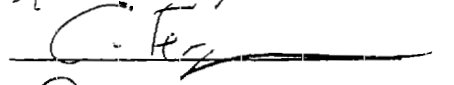
THE CANADIAN UNION OF PUBLIC EMPLOYEES

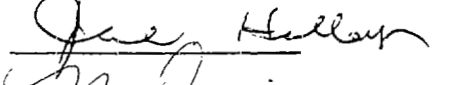
on behalf of its Local 1219 (Outside Workers)














29 

SCHEDULE "A"

TOWN OF MARKHAM
OUTSIDE UNION SALARY SCHEDULE

GRADE	TITLE	99 HOURLY RATE	2000 HOURLY RATE
A	Temporary Labourer	13.04	13.37
B	Waterworks Operator I Theatre Attendant	15.16	15.54
C	Assistant Stockkeeper Hall Attendant - TCC Bus Shelter Maintenance	15.78	16.17
D	Arena Operator (Uncertified) Arena Operator (Certified) Automotive Serviceperson Carpenter/Signs Labourer/Gardener Labourer/Driver Parks Labourer/Driver Traffic Signs Maintenance Pool Operator (Uncertified) Pool Operator (Certified) Truck Driver - Roads Truck Driver - Parks	16.39	16.80
E	Elacktie Loader Operator General Maintenance Group Leader Mobility Bus Driver Stockkeeper Sweeper Operator Urban Forestry Tech - Weed Ins. Waterworks Operator II	17.01	17.43
F	Arborist Gardener Gradill Operator Grader Operator Maintenance Assistant Small Engine Mechanic (Certified) Waterworks Operator III	17.75	18.19

GRADE	TITLE	99 HOURLY RATE	2000 HOURLY RATE
F	Working Foreperson - Milne Park	17.75	18.19
G	Working Supervisor - Gardener, Roads, Traffic, Forestry	18.25	18.71
H	Motor Vehicle Mechanic (Certified) Maintenance - Welder	19.48	19.96

~~PROBATIONARY RATE~~ for the first (4) four months of an employee's probationary period their rate of pay will be \$0.45 per - ■ ~~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 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.

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
C.U.P.E. LOCAL 1219

Probation for Waterworks Servicepersons II

Individuals hired as (or promoted to) the position of Waterworks Operator II shall be given a reasonable amount of time (one year) to achieve their Certification in accordance with the (mandatory) standards established by the Ministry of the Environment.

Employees who are unsuccessful in achieving M.O.E. Certification within one year shall be placed in the position and rate of pay of Waterworks Operator I, if such position is available. If there is no such position available, the employee shall be discharged without recourse to the grievance procedure.

DATED this 17th day of November, 1989.

(Sgd.) P. Gauthier

(Sgd.) Anthony Roman

(Sgd.) M. Hunt

(Sgd.) Gary F. Roseblade

(Sgd.) R. Humber

(Sgd.) M. Kerfoot

(Sgd.) G.B. Atkinson

(Sgd.) J. Aanoluzzi

FOR THE UNION

FOR THE TOWN

DATED: November 1, 1991

Letter of Understanding
Between
The Corporation of the Town of Markham
and
The Canadian Union of Public Employees, Local 1219

The Parties are agreed that during the life of the current Collective Agreement the Union Bargaining Committee will meet with the Employer's; representatives to discuss a Job Evaluation Maintenance Plan based on the Job Evaluation system used for the Pay Equity Plan.

Dated this 1st day of November, 1991

FOR THE UNION

FOR THE TOWN

(Sgd) G.B. Atkinson

(Sgd) R. Green

(Sgd) K. Ottaway

(Sgd) J. Morand

(Sgd) J. Aanoluzzi

(Sgd) P. Gauthier

(Sgd) R. Cooper

Letter of Understanding

Between!

The Corporation of the Town of Markham

and

The Canadian Union of Public Employees, Local 1219

The Parties have reviewed the status of the sick leave payout provision and have agreed that the following employees have the noted sick days available to them which shall be retained to use as a supplement to the current sick leave plan, if required:

<u>Employee</u>	<u>Days Remaining</u>
Barry Milne	69
Kenneth Beck	62
Jim Robinson	89
Richard Pilotte	39
Morris Procenko	44.5

DATED this 1st day of November, 1991:

FOR THE UNION

(Sgd) G.B. Atkinson

(Sgd) K. Ottaway

(Sgd) J. Agnoluzzi

(Sgd) P. Gauthier

(Sgd) R. Cooper

FOR THE TOWN

(Sgd) R. Green

(Sgd) J. Morand

Letter of Understanding
Between
The Corporation of the Town of Markham
and
~~The Canadian Union of~~ Public Employees, Local 1219

The Parties agree to establish a joint committee composed of the Union President, Union Vice-President, one union representative from Waterworks and one union representative from Road!; and four non-union representatives to review the concept of the continental work week. The issues to be discussed will include the services to be provided, hours of work, employees affected, frequency, etc. Meetings will commence no later than November 15, 1991. The study will be completed by April 30, 1992 and distributed to the negotiation committees.

DATED this 1st day of November, 1991

FOR THE UNION

(Sgd) G.B. Atkinson

(Sgd) K. Ottaway

(Sgd) J. Agnoluzzi

(Sgd) P. Gauthier

(Sgd) R. Cooper

FOR THE TOWN

(Sgd) R. Green

(Sgd) J. Morand

Letter of Understanding

Between

The Corporation of the Town of Markham

and

The Canadian Union of Public Employees, Local 1219

The Parties agree to enter into discussion, during the term of this agreement, regarding the issuance of clothing (excluding safety boots).

DATED this 1st day of November, 1991

FOR THE UNION

(Sgd) G.B. Atkinson

(Sgd) K. Ottaway

(Sgd) J. Agnoluzzi

(Sgd) P. Gauthier

(Sgd) R. Cooper

FOR THE TOWN

(Sgd) R. Green

(Sgd) J. Morand

Letter of Understanding
Between
The Corporation of the Town of Markham
and
The Canadian Union of Public Employees, Local 1219

Notwithstanding Article 15.00 Hours of Work, the parties agree to reach an agreement regarding Continental Shifts, variable starting and quitting times, and shifts of 8, 10 and/or 12 hours duration. The parties agree that a Department Head may, at his/her discretion, implement Continental Shifts, variable starting and quitting times, and shifts of 8, 10 and/or 12 hours duration which are pre-arranged between the Department Head and the employee.

An employee will be given one week's notice of changes to his/her schedule.

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

DATED at the Town of Markham this 4th day of March, 1997.

FOR THE UNION

(Sgd.) Brian Atkinson

(Sgd.) Kevin Ottaway

(Sgd.) Ian Hermack

signed but illegible

(Sgd.) T. Gary Somogyi

FOR THE TOWN

(Sgd.) Don Cousens

(Sgd.) Bob Panizza

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE TOWN OF MARKHAM
AND
C.U.P.E. LOCAL 1219 (INSIDE WORKERS)
C.U.P.E. LOCAL 1219 (OUTSIDE WORKERS)

Job Evaluation

The above named parties agree to discuss the Terms of Reference for the Job Evaluation Committee with a view to addressing the procedures for review, the number of grades, salary bands, maintenance schedule and appropriate benchmark comparisons with other municipalities.

Dated this 20th day of May, 1999

FOR THE CORPORATION

FOR THE UNION

(Sgd) L. McCool _____

(Sgd) K. Ottaway _____

(Sgd) R. Watt _____

(Sgd) N. Orsi _____

THE CORPORATION OF THE TOWN OF MARKHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1219 (OUTSIDE WORKERS)

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