

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 905.15 (Inside Workers)

hereinafter referred to as the "Union"

OF THE SECOND PART

TABLE OF CONTENTS

DEFINITIONS	6
ARTICLE 1.00 - PURPOSE	6
ARTICLE 2.00 - RECOGNITION	6
2.01 Bargaining Unit	6
2.02 Written or Verbal Agreement.....	6
ARTICLE 3.00 - RELATIONSHIP	6
3.01 No Discrimination.....	6
3.02 Union Activities During Working Hours.....	7
3.03 No Strikes or Lockouts.....	7
3.04 Union Orientation.....	7
3.05 Employee Lists	7
3.06 Policies and Procedures.....	7
ARTICLE 4.00 - MANAGEMENT RIGHTS	7
4.01 Respect of Management Rights	7
4.02 Exercise of Management Rights	8
ARTICLE 5.00 - UNION SECURITY	8
5.01 Checkoff of Union Dues	8
5.02 Liability of the Employer.....	8
ARTICLE 6.00 - BARGAINING RELATIONS	8
6.01 Union Bargaining Committee	8
6.02 Representatives of the Canadian Union of Public Employees.....	9
ARTICLE 7.00 - GRIEVANCE PROCEDURE	9
7.02 Permission to Leave Work	9
7.03 Settling of Grievances.....	9
7.04 Policy and Group Grievances	10
ARTICLE 8.00 - ARBITRATION	10
8.01 Arbitration	10
8.02 Failure to Appoint.....	10
8.03 Decision of the Arbitrator.....	11
8.04 Expenses of the Board.....	11
8.05 Amending of Time Limits.....	11
ARTICLE 9.00 - DISCHARGE AND EMPLOYEE RECORDS	11
9.01 Claim for Unjust Discharge	11
9.02 Probationary Employees	11
9.03 Employee Records.....	11
ARTICLE 10.00 - MANAGEMENT GRIEVANCES	12
ARTICLE 11.00 - SENIORITY	12
11.01 Seniority Defined.....	12
11.02 Seniority List	12
11.03 Probation for Newly Hired Employees.....	12

11.04 Performance Evaluation.....	12
11.05 Loss of Seniority	13
11.06 Seniority Outside Bargaining Unit	13
ARTICLE 12.00 - PROMOTIONS AND STAFF CHANGES	13
12.01 Job Postings	13
12.02 Role of Seniority in Job Postings.....	14
ARTICLE 13.00 - LAYOFFS AND RECALL	14
13.01 Definition.....	14
13.02 Role of Seniority in Layoffs and Recall.....	14
13.03 Short-Term Layoffs	15
13.04 Layoff/Recall Process	15
ARTICLE 14.00 - HOURS OF WORK	16
14.01 Shift Schedules.....	16
14.02 Break Periods	18
ARTICLE 15.00 - OVERTIME	18
15.01 Compensation for Overtime	18
15.02 Call-In Pay	19
15.03 Standby	19
15.04 Lieu Time.....	20
15.05 Excess Weekly Hours of Work.....	20
ARTICLE 16.00 - PAID HOLIDAYS.....	20
16.01 Paid Holidays.....	20
16.02 Compensation for Holidays on Saturday or Sunday.....	21
16.05 Qualification for Holiday Pay	22
16.06 Floating Holiday	22
ARTICLE 17.00 - VACATIONS.....	23
17.01 Length of Vacation.....	23
17.02 Compensation for Holidays Falling Within Vacation Schedule.....	23
17.03 Carry-Over of Vacation	23
17.04 Seniority and Vacation Scheduling.....	24
17.06 Vacation Leave Deductions for Regular Scheduled Shifts Greater Than Seven (7) Hours.....	24
ARTICLE 18.00 - SICK LEAVE PROVISIONS	24
18.01 Sick Leave Credit.....	24
18.02 Proof of Illness.....	25
18.03 Deductions from Sick Leave	26
18.04 Sick Leave Deductions for Regular Scheduled Shifts Greater Than Seven (7) Hours	26
ARTICLE 19.00 - LEAVE OF ABSENCE	27
19.01 General Leave	27
19.02 Bereavement Leave.....	27
19.03 Pallbearer & Ethno-Cultural Observance	27
19.04 Leave of Absence for Union Functions.....	28
19.05 Paid Jury or Court Witness Leave.....	29
19.06 Leave for Personal Use.....	29
19.07 Pregnancy and Parental Leave.....	29
19.08 Pregnancy and Parental Leave Supplemental Benefit	30

19.09 Parent Leave	31
19.10 Parent Leave Deductions for Regular Scheduled Shifts Greater Than Seven (7) Hours	31
ARTICLE 20.00 - EMPLOYEE BENEFIT PLANS.....	32
20.01 Group Life Insurance and Accidental Death and Dismemberment	32
20.02 O.M.E.R.S.....	32
20.03 Dental Plan	32
20.04 Vision.....	32
20.05 Extended Health Care and Drug Plan	32
20.06 Travel Medical Insurance	33
20.09 Workplace Safety and Insurance Board Pay	34
20.10 Long-Term Disability	34
20.11 Employer's Obligation Employee Benefit Plans.....	35
ARTICLE 21 – HEALTH AND SAFETY.....	35
21.01 Occupational Health and Safety.....	35
ARTICLE 22.00 – UNIFORMS AND CLOTHING ALLOWANCE	35
ARTICLE 23.00 - GENERAL	36
23.01 Correspondence	36
23.02 Bulletin Boards.....	36
23.03 Collective Agreement.....	36
23.04 Change of Address	36
23.05 Technological Change	36
ARTICLE 24.00 - PAYMENT OF WAGES AND ALLOWANCES.....	37
24.02 Pay Day	37
24.03 Shortage of Pay	37
24.04 Pay on Temporary Transfer	37
24.05 Automobile Allowance.....	37
24.06 Education Allowance.....	38
24.07 Meal Allowance.....	38
24.08 Team Leaders.....	38
ARTICLE 25.00 – JOB SECURITY.....	38
25.01 Work of the Bargaining Unit	38
ARTICLE 26.00 - RETURN TO WORK.....	38
26.01 Temporary Modified Duty Positions.....	38
26.02 Return to Work Meeting.....	38
ARTICLE 27.00 - EMPLOYMENT INSURANCE PREMIUM REDUCTION	39
ARTICLE 28.00 - TEMPORARY EMPLOYEES.....	39
ARTICLE 29.00 - TERM OF AGREEMENT	41
SALARY TABLE.....	42
JOB CLASSIFICATIONS.....	45

Letter of Understanding #1	50
Re: Job Evaluation	50
Letter of Understanding #2	52
RE: State of Emergency	52
Letter of Understanding #3	53
Letter of Understanding #4	54
Re: Flexible Work Arrangements.....	54
Letter of Understanding #5	55
Re: Amendments to Schedule A and Schedule B	55
Letter of Understanding #6	56
Re: Privacy.....	56
Letter of Understanding #7	57
Re: Discipline and Investigation.....	57
Letter of Understanding #8	58
Re: Vacation Year	58

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. (2024)

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 a mechanism for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work and other working conditions as herein provided. (2004)

ARTICLE 2.00 - RECOGNITION

2.01 Bargaining Unit

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

2.02 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. (1999)

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 practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of any activity or lack of activity in the Union.

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. (1986) (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 immediate supervisor shall introduce the new employee/employees to the Union Steward or Representative. An Officer of the Union shall be given an opportunity to **meet** the new employee 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 with the benefits and duties of union membership and the responsibilities and obligations to the Employer and the Union. (1985) **(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) (2020) **(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 employees for just cause provided that a claim by

employees who have 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. (1986) (2020)

The **Employer** shall provide the Secretary-Treasurer of CUPE Local 905 and the Unit Chair of Local 905.15, or designate, on a bi-weekly basis, a list of names of all employees from whom 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 the 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 and remitted to the Unit Chair based on the T4 supplementary forms for employees. (2020)

5.02 Liability of the 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 Collective Bargaining 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. (2001) (2010) (2020) **(2024)**

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 the 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**.

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 The **Employer** acknowledges the right of the Union to appoint or otherwise select seven (7) stewards, not more than one from each Department, together with an alternate steward, each of whom shall have attained seniority. The names of the stewards shall be given to the **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 the destination to the immediate supervisor and report again to the immediate supervisor at the time of returning to work. In accordance with this understanding stewards dealing with employees' grievances, etc., during their regular hours of work, shall not suffer any loss in pay.

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 shall reply to the complaint within five (5) working days. **(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 the union steward if so desired. The supervisor shall give a decision within five (5) working days following the presentation of the grievance. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows: (1986) (1990) **(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. (1986) (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 7.00 below at any time within thirty (30) working days after the decision is given under Step No. 2, and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned. (1982) (1985) (2016)

7.04 Policy and Group Grievances

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed. (2007)

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 6.00 above, and which has not been settled, may be referred to arbitration, at the written request of either of the parties hereto. (1985) (2016)

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. (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 fore-going provision of this Article and Article 6.00, Saturdays, Sundays and Statutory Holidays shall be excluded. Any and all time limits in both the grievance and arbitration procedures may at any time be extended by agreement in writing between the parties to the agreement. In the event that either party fails to meet the time agreed to, the grievance shall be deemed to have been abandoned. (2016)

ARTICLE 9.00 - DISCHARGE AND EMPLOYEE RECORDS

9.01 Claim for Unjust Discharge

Claims by employees who have 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 effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (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 the normally scheduled work for such period, less any amounts of money earned by the employee during such period;
- (c) by any other arrangement which may be deemed just and equitable. (1985) (2016)

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 905.15 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 ten (10) working days of such meeting, the grievance may be referred to Arbitration as provided in Article 7.00 at any time within ten (10) calendar days, but not later. (2001) (2020)

ARTICLE 11.00 - SENIORITY

11.01 Seniority Defined

Seniority, as referred to in the Agreement, shall mean length of service, without interruption, in the employ of the Employer and shall be on a 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 1st of each year. (1991) (2004) (2007)

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

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

After six (6) months of service, their 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 had worked without interruption as full-time temporary employees, such probationary employees shall be entitled to have as a seniority date the date they commenced employment as full-time temporary employees. (2016)

11.04 Performance Evaluation

A 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. (1988)

11.05 Loss of Seniority

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

- (a) voluntarily quits employment with the **Employer and does not withdraw the resignation within two (2) days of submitting the resignation; (2024)**
- (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 within five (5) working days after being notified by the **Employer** by registered mail following a layoff;
- (e) fails to return to work upon termination of authorized leave of absence, or holidays, unless proper notification is communicated to the Department Head or designate. Approval of such extension shall only be for good and sufficient cause; (1982)
- (f) accepts gainful employment while on a leave of absence without first **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)**

11.06 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. (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, notice hereof 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. (1988) (1990) (2007) (2020)

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

Any new employee applicant currently a member of this bargaining unit will be considered prior to other applicants. (2016) (2024)

12.02 Role of Seniority in Promotions and Transfers

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

- a) qualifications, ability, knowledge, skill and demonstrated performance where there are performance factors that are similar between the jobs;**
- b) seniority.**

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 a)** are relatively equal, seniority shall govern. (1991) (1999) (2004) (2016) **(2024)**

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

For all promotions and job changes, **the successful applicant will be placed on trial, at the rate in effect for the position, for a period of up to three (3) months. In the event that the applicant proves unsatisfactory to the Employer during their trial period, or in the event that the employee requests to be returned to their former position, the employee shall be returned to their former position without loss of seniority and at the rate in effect for the former position, as will any other Employee in the Bargaining Unit who was promoted or transferred by reason of the original filling of the vacancy or new position. Any applicants for the original posting will then be given consideration. If there are no qualified applicants, then the position would be reposted.** (1999)(2016) **(2024)**

ARTICLE 13.00 - LAYOFFS AND RECALL

13.01 Definition

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

13.02 Role of Seniority in Layoffs and Recall

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. (2020)

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) working 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 15.04 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 order of seniority with the 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. (2016)
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)

13.06 The Unit Chair of CUPE Local 905.15 or designate shall be notified in writing when layoffs, hirings and terminations in the bargaining unit are to be considered. (2020)

13.07 All correspondence shall be forwarded to the **Unit Chair** under this Article.

ARTICLE 14.00 - HOURS OF WORK

14.01 Shift Schedules

Shift schedules shall be posted **ten (10) days** in advance. In cases of emergency impacting shift schedules, the **Employer will notify the affected members as soon as the impact is known to the Employer, and the member shall have the right to decline the change to the shift schedule.**

Where no member is accepting of the proposed shift schedule change, and the Employer require member(s) to work, the available qualified employees will be scheduled in reverse order of seniority. (2024)

Office Staff

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

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

- 1) Advise the Union, in writing, a minimum of sixty (60) days in advance of any required changes to the hours of work within a business unit.
- 2) Agree to meet with the Union within ten (10) days of written notice in order for the Parties to work towards agreement. In the absence of an agreement the language in the first paragraph of Article 11.01 will apply. (2007)

Civic Centre Maintenance Staff

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

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

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

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

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

Animal Services Officer

The Parties agree to an average thirty-five (35) hours per week over an eight-week period, and will provide coverage between 8:00 a.m. – 9:00 p.m. (2024)

Business Licensing Officer & Senior Business Licensing Officer

The standard work week shall consist of five consecutive shifts, from Monday to Friday, from 8:30 a.m. – 4:30 p.m., with a one (1) unpaid hour off for lunch, for a total of thirty-five (35) hours per week. Staff may be required to work outside of the prescribed hours or days on an emergency basis or during special projects.

Municipal Law Enforcement Officer II

The standard work period for Municipal Law Enforcement Officers II shall be from 8:15 a.m. to 4:15 p.m. or 3:30 p.m. to 11:30 p.m. with one (1) hour for lunch for a total of thirty-five (35) hours worked in a seven (7) consecutive day period. (2016) (2020)

Municipal Law Enforcement Officer I

Since the Parties have obtained an Ontario Ministry of Labour averaging of hours agreement in order to average thirty-five hours (35) hours per week over an eight (8) week period the following will apply:

Municipal Law Enforcement Officers I shall work the following rotating shifts over an eight (8) day period:

7:30 a.m. – 6:30 p.m.

8:30 a.m. – 7:30 p.m.

7:30 p.m. – 6:30 a.m.

8:30 p.m. – 7:30 a.m. (1990) (1999) (2001) (2007) (2016) (2020)

Community Centre

The standard work period for Community Centre and Fitness Centre employees who are employed by the Recreation Services Department 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 seventy (70) hours over ten (10) days in any fourteen (14) consecutive day period. No employee shall be required to work more than eight (8) consecutive shifts, unless mutually agreed otherwise. The Employer will endeavour to grant sixteen (16) hours off between shifts and to schedule days off together. The Employer will endeavour to grant every third weekend off. If employees do not receive sixteen (16) hours off between shifts, they shall be paid the applicable overtime rate for the second or consecutive shifts, providing they have not received forty-eight (48) hours notice. (2007) (2016)

Theatre Staff

Theatre staff shall work the hours as directed by the Theatre Manager to ensure the efficiency of the Theatre operation. (1990) (2001)

14.02 Break Periods

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

14.03 Shift Premiums

Employees working during the following periods shall receive a premium of one dollar **and twenty-five cents (\$1.25)** per hour for all normal hours worked;

- after 4:30 p.m. Monday to Friday
- after 12:00 a.m. Saturday until 7:30 a.m. Monday

For the purposes of this article, normal hours, as referenced above, shall be defined as all hours worked, inclusive of overtime. (1982) (1984) (1986) (1999) (2001) (2004) (2020) **(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, with the exception of time at regularly scheduled meetings normal to their employment, as defined in Section 11.01 above will be paid at the rate of time and one-half times (1.5x) the employee's regular rate. Overtime as set out herein shall only be recognized when the employee is required to work more than thirty (30) minutes beyond their normal work day.

Authorized overtime worked on Sunday or the employee's second (2nd) day off, will be paid at the rate of two (2) times the employee's regular rate of pay. (2024)

Overtime shall be shared on an equal basis as much as is practical. (1991) (1999) (2001) (2004) (2016)

15.02 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 times 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 (2) separate call-ins for any twenty-four (24) hour period and that for the third and subsequent call-in an employee shall be eligible only for time and one half for all hours actually worked. (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. (2004)

15.03 Standby

Throughout the year, in addition to any other income, employees 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 an employee 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 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. (2004)

15.04 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. (2010) (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. (2010)

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)

15.05 Excess Weekly Hours of Work

Employees may be required to work extra hours beyond seven (7) hours in a work day or forty-eight (48) hours in a work week, to a maximum of seventy-two (72) hours in a work week, subject to the overtime provisions in this Article. (2005)

ARTICLE 16.00 - PAID HOLIDAYS

16.01 Paid Holidays

The following paid holidays, regardless of when they fall shall be granted with pay to employees who meet the Ontario Employment Standards eligibility: (2016)

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. It is understood that one (1) floating holiday is in recognition of National Day for Truth and Reconciliation. (2024)**

The following qualifications apply to the floating holidays:

- 1) It must be taken during the calendar year.

- 2) Failure to take the floating holiday during the calendar year forfeits all entitlement to the holiday.
- 3) It will be scheduled on a first request basis.
- 4) An employee must have sixty (60) days continuous current service with the Employer to qualify for the floating holiday. Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours that would normally have been worked on such day.
- 5) It must be taken as one complete shift in its entirety. (2001) (2004) (2007)

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 12.01 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 12.01, 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 12.01 or observed in accordance with 12.01, 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. (2024)

16.05 Qualification for Holiday Pay

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

16.06 Floating Holiday

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

ARTICLE 17.00 - VACATIONS

17.01 Length of Vacation

Vacation periods, calculation of pay, continuous service and pay distributions will be based on a vacation year which shall be from July 1st to June 30th, **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). (1982) (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). (1982) (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). (1984) (1986) (1988) (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 vacation shall be extended an extra day, or at another time by mutual agreement.

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. (1988) (2004) (2013) (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.

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

17.06 Vacation Leave Deductions for Regular Scheduled Shifts Greater Than Seven (7) Hours

Deductions for vacation will be the equivalent to the hours of their scheduled shift and shall not exceed the equivalent vacation entitlements, in hours, received by employees working a seven (7) hour shift, as contained in Clause 14.01 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. (1990)

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)

Unused credits are non-cumulative and will not, with the following exceptions, be carried over into the new year. (2010)

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

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

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

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 one hundred per cent (100%) pay;

Next seventy-five (75) days at seventy-five per cent (75%) pay. Upon completion of four (4) years' service all sick leave will be paid at one hundred percent (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. (1988)

Any employee whose illness extends to the third (3rd) working day shall, upon return to work or sooner, if possible, **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.** (1982) (1984) (1988) (2020) **(2024)**

After the fifth (5th) absence for sick leave in any one year the employee would not be paid for any subsequent sick days unless a **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)** is provided. This procedure will continue for the remainder of the year of service. (1982) (1984) (2020) **(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 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, when the employee is unable to perform the major portion of work required by their position. (2016)

The **Employer** shall have the right to require an employee to take a medical examination by a doctor appointed by the **Employer**, at the **Employer's** expense, if an employee states that they have a medical reason for being unable to perform the major portion of work required by their position. (1988) (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:

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

18.04 Sick Leave Deductions for Regular Scheduled Shifts Greater Than Seven (7) Hours

Deductions for sick leave will be the equivalent to the hours of their regular shift and shall not exceed the equivalent sick leave entitlement, in hours, received by employees working a seven (7) hour shift, as contained in Clauses **19.01** and **19.02** of the collective agreement. For greater clarity, eighty-five (85) working days is equivalent to five hundred and ninety-five (595) 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** six (6) months (upon completion of their probationary period) to 4 years:

- First 70 hours, which is the equivalent of ten (10) working days, in hours, received by employees working a seven (7) hour shift, at one hundred percent (100%) pay;
- Next 525 hours, which is the equivalent of seventy-five (75) working days, in hours, received by employees working a seven (7) hour shift, at seventy-five percent (75%) pay.
- Upon completion of four (4) years of service, sick leave for all five hundred and ninety-five (595) hours will be paid at one hundred percent (100%). For greater clarity, eighty-five (85) working days is equivalent to five hundred and ninety-five (595) hours.

In order for deductions from sick leave to be equivalent to that received by employees working a seven (7) hour shift, as contained in Clause **19.07** of the collective agreement,

the sick leave credits of an employee working greater than a seven (7) hour shift shall be deducted based on the following:

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

(2016)

ARTICLE 19.00 - LEAVE 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 directed to the applicable Commissioner or **designate**. The **Employer** agrees to confirm or deny the request for such leaves as soon as possible. (1982) (2001) (2004) **(2024)**

- a) Leaves of Absence will result in suspension of seniority and benefits, after four (4) consecutive weeks unless otherwise required by law. It is understood that vacations do not constitute a leave of absence. (1996) (2001) (2007)

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. 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. (1999) **(2024)**

19.03 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)

19.04 Leave of Absence for Union Functions

- a) The **Employer** agrees to grant leave of absence and 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) weeks 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, employees 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)

19.05 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)

19.06 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. (1996) (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. (1988) (2016)
- iii) Emergency situations which prevent the employee from reporting to duty or requires the employee to leave early. (1988)

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

To qualify for this provision the employee must have,

- a) completed the probationary period as specified in this Agreement, and
- b) notified their department at least forty-eight (48) hours in advance of the date and required time off. (2016)
- 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. (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. (1982) (1991) (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 Seven (7) Hours

Deductions for parent leave will be equivalent to the hours of their scheduled shifts and shall not exceed the equivalent entitlements, in hours, received by employees working a

seven (7) hour shift, as contained in Clause 17.08 of the collective agreement. For greater clarity, five (5) working days is equivalent to thirty-five (35) hours. Five (5) days leave (35 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 Group Life Insurance and Accidental Death and Dismemberment

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

20.02 O.M.E.R.S.

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

20.03 Dental Plan

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**. (2007) (2010) (2016) (2020)

Basic Preventative: 100%

Major Dental including Restorative: 50%

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

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

Fee Schedule: The O.D.A. fee guide will be automatically updated to provide the current O.D.A. fee. (1986) (1988) (1990) (1991) (1992) (1996) (1999) (2001) (2016)

20.04 Vision Plan

The **Employer** agrees to contribute to 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)

20.05 Extended Health Care and Drug Plan

The **Employer** agrees to provide Extended Health Care coverage which includes a drug plan for each employee in the active employ of the **Employer** and in the bargaining unit who has completed their probationary period. (2020)

An annual cost of \$10.00 per individual and \$20.00 per family deductible will apply. (1991) (2016)

The **Employer** further agrees to contribute the full cost of the billed premiums towards a drug plan, subject to a dispensing fee cap of eleven dollars (\$11.00) per prescription, for each employee in the active employ of the **Employer** and in the bargaining unit who has completed their probationary period. (2013) (2016) (2020)

20.06 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)

20.07 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)

20.08 a) The Employer agrees to pay 100% of the premium cost for the following benefits to those employees retiring on or after April 1, 2001, who are eligible to receive a non-actuarially reduced OMERS pension or any employee who has at least fifteen (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. (2001)

b) Post Age 65 Employee Benefits

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

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

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

c) 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**

20.09 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. (2020)

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. (2013)

20.10 Long-Term Disability

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

- 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)** year duration, the employee will be given first preference for any job opening for which they are qualified. (2016) **(2024)**
- d) The replacement for the disabled employee shall not belong to the Union or have any of the rights contained in this agreement.
- e) Dental and Group Life benefits will terminate twenty-four (24) months after the employee becomes eligible for Long Term Disability except where a Waiver of Premiums applies. (1990) (2016)

20.11 Employer's Obligation Employee Benefit Plans

The only obligation of the **Employer** under Articles 18.00 through 22.00 inclusive is to contract with a vendor to administer the Extended Health Care, Dental Plan and LTD Plan and/or make the appropriate payments as outlined in these various sections. The **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). (1982) (1988) (2013)

ARTICLE 21 – HEALTH AND SAFETY

21.01 Occupational Health and Safety

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

ARTICLE 22.00 – UNIFORMS AND CLOTHING ALLOWANCE

- 22.01** The **Employer** will pay up to two hundred and fifty dollars (\$250), 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. (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)

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

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 905.15 or their designate** and, if to the **Employer**, to the Director of **People Services** or their designate.

The Markham Unit Chair, Local 905.15 or their designate, shall be notified in writing of all promotions, demotions, hirings, layoffs and recall, transfers, and terminations. (2001) (2004) (2020) **(2024)**

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 **People Services** Department promptly of any change of address or status. If an employee fails to do this the **Employer** will not be responsible for failure of a notice to reach such employee or to provide benefit coverage where eligible. **(2024)**

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 classification will be the first laid-off, providing that the employee who is retained can perform the work of the laid-off employee. In the event of recall, the last employee laid-off will be the first employee recalled. (1985) (2013) (2020)

ARTICLE 24.00 - PAYMENT OF WAGES AND ALLOWANCES

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

24.02 Pay Day

The **Employer** shall pay, one week in arrears, on a bi-weekly basis every second Friday. All premiums owing will also be paid, one week in arrears, with the bi-weekly payroll deposits. (1982) (2020)

24.03 Shortage of Pay

In the event that an employee's pay has a shortage of seven (7) 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)

24.04 Pay on Temporary Transfer

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

(a) In Lower-Rated Position

When required to substitute for another employee who is receiving a lower rate of pay, the employee shall continue to receive their regular rate of pay. (2016)

(b) In Higher-Rated Position

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

- (i) For less than one (1) consecutive normal shift, the employee shall continue to receive their regular rate of pay. (2016)
- (ii) For a period of one (1) normal shift or more, an employee, relieving someone in a higher salary grade, shall receive a five percent (5%) increase to their regular rate of pay for those days worked while performing duties other than those in their normal grade or classification. (2016)
- (iii) For a period of ten (10) consecutive normal shifts or more, an employee relieving someone in a higher salary grade shall receive the rate and step for the higher salary grade consistent with the step location of their normal grade. (1992) (2001) (2010) (2016)

24.05 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)

24.06 Education 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. (2016)

24.07 Meal Allowance

An employee who works in excess of three (3) hours of authorized overtime immediately following their normal work day is eligible for a meal per diem of **\$14.00**. (2001) (2016) (2024)

24.08 Team Leaders

The Employer agrees to reimburse an employee with an additional compensation of \$1.50/hour where they have been appointed to the position of Team Leader. (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. (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)

ARTICLE 27.00 - EMPLOYMENT INSURANCE PREMIUM REDUCTION

The Union acknowledges that the employment insurance premium reduction allowed to the **Employer** by virtue of the existence of the sick leave plan shall be retained by the **Employer** for the provision of the benefits described in this article. (1982) (2020)

ARTICLE 28.00 - TEMPORARY EMPLOYEES

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

- (a) Subject to (b) below, temporary employees may be employed in the following situations:
 - (i) to replace permanent employees during vacation periods, leaves of absence and/or other absences from work;
 - (ii) during non-permanent peak workload periods;
 - (iii) for non-permanent projects;
 - (iv) for existing vacancies in the process of being filled;

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

Temporary employees will be excluded from the bargaining unit. Permanent employees on secondment to temporary positions will remain members of the bargaining unit. Students employed during their school vacation periods and/or for Co-op training programmes are excluded from the bargaining unit and shall not be considered temporary employees, and this Article does not apply to work performed by said students. (2020)

- (b) Temporary positions established to cover vacation periods, leaves of absence and/or other absences may equal but not exceed the vacation, leave of absence, or other absence period except for the following purposes:
 - (i) prior orientation to the position for the temporary employee;
 - (ii) providing orientation and continuity to the permanent employee upon assuming or re-assuming the duties performed by the temporary employee.

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

Temporary peak workload positions shall not exceed twelve (12) months in length except as provided for in the following paragraph: (2010)

Should the Department Head be of the opinion that the peak workload requires continuation of the temporary position beyond six (6) months, the matter shall be referred to the Chief Administrative Officer or their designate for review. Such

referral should be made no later than 15 days prior to the expiry of the six (6) month period. The Chief Administrative Officer shall have thirty (30) calendar days following the referral or following the expiry of the six (6) month period, whichever is later, to complete the review and recommend the following: (2016)

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

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

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

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

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

28.02 The designation of a "temporary position" may be made for a period of a maximum of twelve(12) months. (2004) (2010)

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

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

ARTICLE 29.00 - TERM OF AGREEMENT

29.01 This Agreement shall remain in force from **April 1, 2024** until **March 31, 2027** and shall continue in force from year to year thereafter 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.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures. (2010) (2013) (2016) (2020) **(2024)**

DATED at Markham this 10th day 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 905.15 (Inside Workers)

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1	\$42,040	\$43,697	\$45,424	\$47,234
2	\$45,670	\$47,475	\$49,347	\$51,314
3	\$49,751	\$51,717	\$53,760	\$55,898
4	\$54,285	\$56,435	\$58,662	\$60,996
5	\$59,278	\$61,624	\$64,054	\$66,604
6	\$65,477	\$68,059	\$70,754	\$73,571
7	\$72,584	\$75,451	\$78,432	\$81,556
8	\$79,996	\$83,156	\$86,437	\$89,886
9	\$85,592	\$88,971	\$92,488	\$96,170
10	\$92,971	\$96,643	\$100,463	\$104,463

7	\$72,584	\$75,451	\$78,432	\$81,556
8	\$79,996	\$83,156	\$86,437	\$89,886
10	\$92,971	\$96,643	\$100,463	\$104,463

8	Engineering Technologist	\$94,378
8	Engineering Technologist, Transportation	\$94,378
8	Engineering Technologist/Works Inspector	\$94,378
8	Public Utilities Coordinator	\$94,378
8	Utilities Inspector/Technologist	\$94,378
8	Brownfield Environmental Technologist	\$94,378
9	Reserve	\$100,978
9	Building Inspector II	\$100,978
9	Plans Examiner II	\$100,978

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

1	\$43,511	\$45,226	\$47,014	\$48,887
2	\$49,350	\$51,155	\$53,027	\$54,994
3	\$54,062	\$56,028	\$58,071	\$60,209
4	\$58,304	\$60,453	\$62,681	\$65,015
5	\$63,022	\$65,368	\$67,798	\$70,348
6	\$68,994	\$71,576	\$74,271	\$77,088
7	\$76,380	\$79,247	\$82,228	\$85,352
8	\$84,084	\$87,244	\$90,525	\$93,974
9	\$89,429	\$92,808	\$96,325	\$100,007
10	\$96,225	\$100,025	\$103,979	\$108,119

7	\$77,322	\$80,189	\$83,170	\$86,294
8	\$85,026	\$88,186	\$91,467	\$94,916
10	\$98,511	\$102,183	\$106,003	\$110,003

8	Engineering Technologist	\$98,623
8	Engineering Technologist, Transportation	\$98,623
8	Engineering Technologist/Works Inspector	\$98,623
8	Public Utilities Coordinator	\$98,623
8	Utilities Inspector/Technologist	\$98,623
8	Brownfield Environmental Technologist	\$99,565
9	Reserve	\$104,701
9	Building Inspector II	\$106,396
9	Plans Examiner II	\$106,396

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

1	\$44,816	\$46,583	\$48,424	\$50,354
2	\$50,831	\$52,690	\$54,618	\$56,644
3	\$55,684	\$57,709	\$59,813	\$62,015
4	\$60,053	\$62,267	\$64,561	\$66,965
5	\$64,913	\$67,329	\$69,832	\$72,458
6	\$71,064	\$73,723	\$76,499	\$79,401
7	\$78,671	\$81,624	\$84,695	\$87,913
8	\$86,607	\$89,861	\$93,241	\$96,793
9	\$92,112	\$95,592	\$99,215	\$103,007
10	\$99,112	\$103,026	\$107,098	\$111,363

7	\$79,642	\$82,595	\$85,665	\$88,883
8	\$87,577	\$90,832	\$94,211	\$97,763
10	\$101,466	\$105,248	\$109,183	\$113,303

8	Engineering Technologist	\$101,582
8	Engineering Technologist, Transportation	\$101,582
8	Engineering Technologist/Works Inspector	\$101,582
8	Public Utilities Coordinator	\$101,582
8	Utilities Inspector/Technologist	\$101,582
8	Brownfield Environmental Technologist	\$102,552
9	Reserve	\$107,842
9	Building Inspector II	\$109,588
9	Plans Examiner II	\$109,588

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

CUPE INSIDE UNION – ACTIVE & INACTIVE POSITIONS

Collective Agreement 2024-2026

ACTIVE POSITIONS		
Job Title	Job Grade	Pay Schedule
Administrative Services Clerk - Mail	2	A-1
Administrative Services Clerk - Print	3	A-1
IMS Clerk	3	A-1
Matching Clerk	3	A-1
Waste Operations Assistant	3	A-1
Accounts Payable Clerk	4	A-1
Administrative Accounting Clerk	4	A-1
Asset Management Clerk	4	A-1
Cashier	4	A-1
Contract Administrator	4	A-1
Customer Service Representative - Building Standards	4	A-1
Development Clerk II	4	A-1
Marketing Assistant	4	A-1
Notifications Officer	4	A-1
Public Services Assistant	4	A-1
Theatre Administrative Clerk	4	A-1
Training & Certification Clerk	4	A-1
Administration Clerk- Fire	5	A-1
Administrative Clerk, Fleet	5	A-1
Administrative Clerk, Operations	5	A-1
Assistant to Council Committee	5	A-1
Business Compliance Accounting Clerk	5	A-1
By-Law Enforcement & Regulatory Services Clerk	5	A-1
Cash Control Clerk	5	A-1
Community Outreach Assistant (Recreation)	5	A-1
Customer Service Representative - Contact Centre	5	A-1
Customer Service Representative - Community Centre	5	A-1
Development Technician	5	A-1
Instrument Person	5	A-1
Operations & Maintenance Clerk, Waterworks	5	A-1

CUPE INSIDE UNION – ACTIVE & INACTIVE POSITIONS

Collective Agreement 2024-2026

ACTIVE POSITIONS		
Job Title	Job Grade	Pay Schedule
Parking Operations Administrator	5	A-1
Tax Adjustment Clerk	5	A-1
Tax Arrears Clerk	5	A-1
Tax Certificate Clerk	5	A-1
Tax Mortgage Clerk	5	A-1
Waterworks Compliance Clerk	5	A-1
Administrator, Continuous Improvement		
Applications Administrator - Building	6	A-1
Building Inspection Administrator	6	A-1
Environment Services Outreach Specialist	6	A-1
Fitness Counsellor	6	A-1
Licensing Officer	6	A-1
Space and Accommodation Planner	6	A-1
Special Events Administrator	6	A-1
Zoning Technician	6	A-1
Accounts & Claims Coordinator		
Architectural Plan Examiner I	7	A-2
Business Licensing & Standards Administrative Officer	7	A-1
Contract Coordinator, Operations	7	A-1
Municipal Law Enforcement Officer I	7	A-1
Planner I	7	A-2
Planner I, Urban Design	7	A-2
Right-of-Way Technician	7	A-1
Senior Accounts Payable Clerk	7	A-1
Senior Graphic Designer	7	A-1
Survey Asset Technician	7	A-1
Systems Coordinator	7	A-1
Tax Policy Agent	7	A-1
Theatre Technician	7	A-1
Urban Forestry Technologist	7	A-1
Waterworks Quality Coordinator	7	A-1

CUPE INSIDE UNION – ACTIVE & INACTIVE POSITIONS

Collective Agreement 2024-2026

ACTIVE POSITIONS		
Job Title	Job Grade	Pay Schedule
Waterworks Technician	7	A-1
Animal Care Officer	8	A-1
Brownfield Environmental Technician / Assistant	8	B
Building Inspector I	8	A-2
Business Systems Support & Data Management Specialist	8	A-1
Engineering Design Assistant	8	A-1
Engineering Technologist	8	B
Engineering Technologist – Transportation	8	B
Engineering Technologist/Work Inspector	8	B
Forestry Inspector	8	A-1
IMS Data Specialist	8	A-1
Infrastructure Data Analyst	8	A-1
Infrastructure Data Specialist	8	A-1
Landscape Inspector	8	A-1
Municipal Law Enforcement Officer II	8	A-1
Parks Planner	8	A-1
Planner 2 (Development / Policy)	8	A-2
Planner 2 - Heritage & Conservation	8	A-2
Planner 2 - Urban Design	8	A-2
Process Management Administrator (Building Standards)	8	A-1
Process Management Administrator (ePlan)	8	A-1
Public Utilities Coordinator	8	B
Secretary/Treasurer, Committee of Adjustment	8	A-1
Survey Crew Leader	8	A-1
Tree Preservation Technician	8	A-1
Utilities Inspector/Technologist	8	B
Waterworks Compliance Inspector	8	A-1
Building Inspector II	9	B
Instrumentation Specialist, Waterworks	9	A-1
Parks Development Coordinator	9	A-1

CUPE INSIDE UNION – ACTIVE & INACTIVE POSITIONS

Collective Agreement 2024-1 026

ACTIVE POSITIONS		
Job Title	Job Grade	Pay Schedule
Parks Redevelopment Coordinator	9	A-1
Parks Renaissance Planner	9	A-1
Plans Examiner II	9	B
Zoning Examiner	9	A-1
Technical & Regulator Specialist	10	A-2

INACTIVE POSITIONS	
Job Title	Grade
Administrative Services Clerk – Courier	2
Purchasing Assistant	2
Building Inspection Clerk	3
Clerk - Civic Centre	3
Compliance Clerk	3
Customer Service Clerk	
Development Clerk	3
Operations Clerk	-
Planning Clerk	3
Switchboard Operator	3
Accounting Clerk	4
Accounting Clerk – Fire	4
Customer Service Representative - Civic Centre	4
Diversion Program Technician	4
Document Control Clerk	4
Event Promotion Assistant	4
Handyperson	4
Parking Control Clerk	4
Revenue Clerk	4
Assessment Assistant	5
Contract Management Clerk	5

CUPE INSIDE UNION – ACTIVE & INACTIVE POSITIONS

collective Agreement 2024-2026

INACTIVE POSITIONS	
Job Title	Grade
Client Services Assistant	5
Environmental Officer	5
Graphics Coordinator	5
Senior Clerk - Development	5
Senior Compliance Clerk	5
Community Outreach Assistant (Waste)	5
West Nile Inspector	5
Event Management & Outdoor Sports Coordinator	6
Geomatics Technician	6
Secretariat Services Assistant	6
Senior Customer Service Representative/CRM Administrator	6
Supervisor, Customer Service	6
Urban Design Technician	6
Water Conservation Program Specialist	6
Accountant Developers Agreements	7
Engineering Technician (Tech Services)	7
Asset Management Technician	7
Environment Programs Administrator	7
Pool Supervisor	7
Publications Coordinator	7
Senior Provincial Offences Office:	7
Supervisor, Registration	7
Transportation Planning Technologist	7
Parks Inspector	8
Planner 2, Intermediate	8
Waste Management Program Coordinator	8
Works Inspector	8
Architectural Plan Examiner	9
Mechanical Plan Examiner	9
Senior Provincial Offences Office:	9

LETTER OF UNDERSTANDING #1
Between
The Corporation of the City of Markham
("The Employer")
-and-
CUPE LOCAL 905.15 (INSIDE 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 months of ratification of this Collective Agreement. The Committee will develop a term 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 Employer. 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.

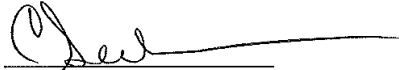
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER



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

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

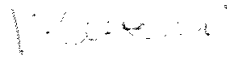
LETTER OF UNDERSTANDING #2
Between
The Corporation of the City of Markham
("The Employer")
-and-
CUPE LOCAL 905.15 (INSIDE WORKERS)
("The Union")

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)

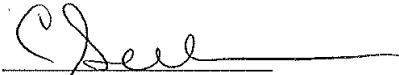
Dated this 6th day of January, 2026 at Markham, Ontario:

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-
CUPE LOCAL 905.15 (INSIDE WORKERS)
("The Union")

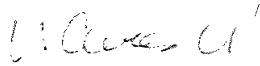
Notwithstanding Article 11.01 Hours of Work, the parties agree to reach an agreement regarding variable starting and quitting times. The parties agree that a Department Head may, at their discretion, implement variable starting and quitting times which are pre-arranged between the Department Head and the employee.

An employee will be given two weeks' notice of changes to their schedule. (2016)

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

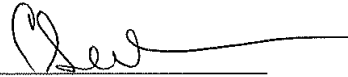
Dated this 6th day of January, 2026 at Markham, Ontario

FOR THE EMPLOYER



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

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

LETTER OF UNDERSTANDING #4
Between
The Corporation of the City of Markham
("The Employer")
-and-
CUPE LOCAL 905.15 (INSIDE WORKERS)
("The Union")

Re: Flexible Work Arrangements

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

On an annual basis, coincident with the anniversary of the collective agreement, the Employer will request expressions of interest from employees to have varied hours of work. Standard forms shall be provided.

Starting or ending times may vary by up to one hour on either side of the normal start or end time.

Expressions of interest shall be valid for a period of one year only.

Managers will review the expressions of interest and subject to operational requirements, varied starting times may be implemented.

Where more requests are made by work unit or job class than can be accommodated, seniority shall govern.

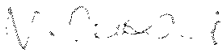
Varied hours shall be valid for a minimum of two weeks.

Varied hours shall be posted a minimum of five (5) working days in advance.

Notice of discontinuation of varied hours shall be provided to the employee a minimum of five (5) working days in advance of the discontinuation.

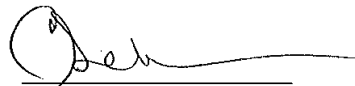
Dated this 6th day of January, 2026 at Markham, Ontario

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-
CUPE LOCAL 905.15 (INSIDE 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



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

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

LETTER OF UNDERSTANDING #6
Between
The Corporation of the City of Markham
("The Employer")
-and-
CUPE LOCAL 905.15 (INSIDE 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.

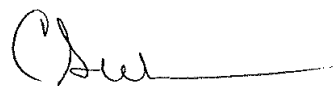
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER

FOR THE UNION



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



Carrie Seeberan
CUPE Unit Chair

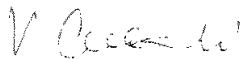
LETTER OF UNDERSTANDING #7
Between
The Corporation of the City of Markham
("The Employer")
-and-
CUPE LOCAL 905.15 (INSIDE WORKERS)
("The Union")

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



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

FOR THE UNION



Carrie Seeberan
CUPE Unit Chair

LETTER OF UNDERSTANDING #8

Between

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

-and-

**CUPE LOCAL 905.15 (INSIDE 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).

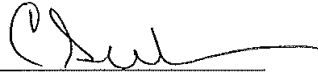
Dated this 6th day of January, 2026 at Markham, Ontario:

FOR THE EMPLOYER

FOR THE UNION



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



Carrie Seeberan
CUPE Unit Chair