

# COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON  
(Hereinafter referred to as the "CORPORATION")



- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 44  
(Hereinafter referred to as the "UNION")

**CUPE**

FOR THE TERM JULY 01, 2024 - JUNE 30, 2027

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**THIS IS AN AGREEMENT ENTERED INTO AT BURLINGTON, ONTARIO AS OF  
JULY 1, 2024.**

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF BURLINGTON  
(Hereinafter referred to as the "CORPORATION")**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 44,  
ROADS, PARKS AND FORESTRY DEPARTMENT,  
RECREATION, COMMUNITY AND CULTURE DEPARTMENT (FACILITY OPERATIONS)  
(Hereinafter referred to as the "UNION")**

**FOR THE TERM JULY 01, 2024 - JUNE 30, 2027**

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In this Agreement, where a noun, pronoun or adjective indicating gender or sex is used, the other gender or sex will be deemed to be included.

The terms of this Collective Agreement pertain to those persons who are employed in the Roads, Parks and Forestry Department and the Recreation, Community and Culture Department (Facility Operations) who are identified as employees in Relationship, of this Collective Agreement between the Corporation and the Union.

## ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is:

- a) To establish and maintain collective bargaining relations;
- b) To provide machinery for the prompt and equitable disposition of grievances;
- c) To establish and maintain working conditions;
- d) To prescribe wage levels;
- e) To prescribe hours of work for the employees of the Corporation who are subject to the provisions of this Agreement.

1.02 Union Local shall pay their relative share of the cost for printing the contract (i.e. one-half (1/2) for the Local and one-half (1/2) for the Corporation).

## ARTICLE 2 - RELATIONSHIP

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all seniority employees only in regular full-time employment in the Roads, Parks and Forestry Department and Recreation, Community and Culture Department (Facility Operations) not covered by other collective agreements, encumbering positions cited in the pay rate clauses this agreement save and except all persons occupying managerial and supervisory positions including and without restricting the generality of the foregoing; Operations Supervisors, Assistant Operations Supervisors, dependent contractors, graduate engineers, confidential employees, students employed during the school vacation period, persons regularly employed for not more than twenty-four (24) hours per week (i.e. part-time employees) and members of other bargaining units.

2.02 In the event that new or changed jobs are created within the Bargaining Unit described in clause 2.01, the Union shall be notified of the job and its pay rate prior to the job being posted. In the event the Union wishes to challenge the pay rate assigned the job by the Corporation, the Union shall have the right within five (5) working days of being informed of the pay rate to request a meeting with the **CHRO** or designate and other management officials

concerned to discuss the pay rate assigned. Should such a meeting not justify the pay rate assigned to the satisfaction of the Union, a grievance as to the pay rate may be filed at Step 3 of the grievance procedure.

- a) All matters relating to the establishing, amending or deleting of jobs and their associated job rates, re Local 44 shall be in accordance with Appendix "C" annexed hereto and forming part of the Collective Agreement.

## **2.03 Management Rights**

The Union acknowledges that, subject to the express provisions of this Agreement, it is the exclusive function of the Corporation to:

- a) Direct the workforce including the right to direct, plan and control working operations;
- b) Schedule the working hours;
- c) Establish jobs, hire, transfer, promote, demote, discipline, maintain order, set standards of performance, determine the size of staff, or dismiss employees;
- d) Lay off employees because of lack of work;
- e) Generally, to manage the operations of the Corporation and, without restricting the generality of the foregoing, to introduce new and improved facilities, methods, machinery and equipment to improve the efficiency of the Corporation.

- 2.04** The Union recognizes the right of the Corporation to make and alter rules and regulations to be observed by the employees provided such rules do not contravene the provisions of this Agreement.

## **ARTICLE 3 - NO DISCRIMINATION**

- 3.01** The parties agree that they, their agents, members and representatives shall not exercise or practice any discrimination (as per the grounds listed in the Ontario Human Rights Code), intimidation, interference, restriction or coercion with respect to each other's or any employee's rights under this Agreement. Except with the permission of management as provided in Article 5, there shall be no Union activity, solicitation or meetings on Corporation premises.

## **ARTICLE 4 - MEMBERSHIP AND CHECK-OFF**

- 4.01** All employees occupying regular full time permanent positions and all new employees (excluding temporary employees) will be required to pay to the Union local an amount equal to the current monthly dues so long as the Union is the recognized bargaining agent. It is understood that membership is not a requirement. The Union's initial membership initiation fees will also be deducted from each employee's pay provided the Union supplies the Corporation with individual signed authorization from the employees concerned showing the sum to be deducted. The Union will save the Corporation harmless from any form of liability arising from or as a result of deduction or non-deduction of monthly dues.
- 4.02** Union dues deductions shall be made from each pay period and shall be remitted to the Treasurer of the Union Local by the fifteenth (15<sup>th</sup>) of the month following accompanied by a listing showing the names of employees from whose pay deductions have been made and their employment status.
- 4.03** Before the Corporation is obliged to deduct any amount of Union dues, the Union shall advise the Corporation in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further notice to the Corporation and signed by the President of the Union Local concerned. Upon receipt of such notice, such changed amount shall be the amount deducted and remitted.
- 4.04** At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

## **ARTICLE 5 - REPRESENTATION**

- 5.01** When in the opinion of the Corporation it is deemed necessary to meet with the Union's negotiating committee and such meeting is called by the Corporation during normal working hours, five (5) of the employees who are called to attend will not lose pay because of their attendance. The Union will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.
- 5.02** When in the opinion of the Corporation it is deemed necessary to meet with the Union Stewards and such meeting is called by the Corporation during normal working hours, the employees who are called to attend will not lose pay because of their attendance. The Union will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.
- 5.03** The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Corporation premises, upon reasonable request, to the

Department Head (or designate) concerned, in order to investigate or assist in settlement of grievances arising under this Agreement.

**5.04** No employee shall make any written or verbal agreement with the Corporation or its representatives which conflicts with the terms of this Collective Agreement.

**5.05** The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out therein, including matters dealing with Union security and dues check-off.

A CUPE National Representative or one Local Union Steward Representative of Local 44, shall be given an opportunity to interview each new employee during working hours with no loss of pay for a period not exceeding thirty (30) minutes. The Local Union Stewards referred to in this clause shall be identified to the Corporation by the Union in writing.

**5.06** No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper written authorization of the Union. Accordingly, each Union Local shall supply the Corporation's CHRO or designate with the names of its Officers in each department within fifteen (15) days of any changes or appointments. The Corporation shall supply the Union with new and revised organizational charts for the Departments of Roads, Parks and Forestry, Human Resources, and Recreation, Community and Culture.

**5.07** The Corporation shall recognize the following committees for their respective purpose, as set out in their Rules of Order or Guidelines:

- a) Negotiating Committee – Meet with no more than five (5) members.
- b) Grievance Committee – Meet with no more than three (3) members.
- c) Joint Job Evaluation Committee (J.J.E.C.) – Meet with no more than two (2) members.
- d) Labour/Management Committee – Meet with no more than seven (7) members.
- e) Joint Health and Safety Committees – Meet with no more than four (4) members from Roads, Parks and Forestry and five (5) members from Recreation, Community and Culture.
- f) Staff Education Assistance Board Committee – One (1) representative.

**5.08** The Corporation acknowledges the right of the Union to appoint or otherwise select ten (10) Stewards. The Corporation further acknowledges the right of seniority employees to select the Steward, in their respective departments, or the Chief Steward, who shall represent them.

**5.09** Union Officers and Committee Members shall be entitled to leave their work during working hours in order to carry-out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the employer, participation in negotiations and Arbitration. Permission to leave work during working hours shall first be obtained from the immediate Supervisor. All time spent in performing such Union duties, including work on various committees, during regular scheduled working hours, shall be considered as time worked. When in the opinion of the Corporation, it is deemed necessary to meet with the Union's Negotiating Committee and such meeting is called by the Corporation during normal working hours, the Union will share one-half of the cost incurred in meetings at mutually agreed to locations should they not be City premises.

The Union will advise the Corporation of the names of all persons appointed or otherwise selected to the above committees and the names of the Stewards.

**5.10** The Steward shall have the right to interview a seniority employee for a reasonable period during working hours concerning a grievance, provided both first obtain permission from their respective Foreman or Supervisor.

**5.11** If RCC staff express that they want to attend a union meeting, RCC management will do their best to shift their schedule to accommodate the employee attending and scheduling their work on a different date/time i.e. move them earlier, later in the day or to an alternate day off.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

**6.01** Definition: In this Article and Article 8, "day" means a working day in the Corporation's Human Resources Department.

### **6.02 Step One**

It is the desire of the parties that complaints of seniority employees be adjusted as quickly as possible. It is understood that an employee has no grievance until the employee has first given to their immediate Supervisor an opportunity to adjust the complaint. If an employee has a complaint they shall discuss it with their immediate Supervisor within five (5) days of the date of the alleged occurrence (or being informed by a pay cheque stub) and the immediate Supervisor shall, following their investigation, give their verbal reply within five (5) days. In discussing such complaint, the employee may be accompanied by a member of their Union Local's Grievance Committee or a Steward. Failing immediate settlement and within five (5) days of the immediate Supervisor's reply, the grievance may be reduced to writing and processed in the following manner and sequence.

### **6.03 Step Two**

The employee(s) assisted by their Steward or member of the Union Local's Grievance Committee may present the alleged grievance to their Manager in writing on a standard CUPE grievance form. Such grievance shall include:

- the date of presentation
- the nature of the grievance
- the remedy sought
- the clause or clauses of the Agreement allegedly violated and alleged occurrence said to have caused the grievance.

Failing immediate settlement, the Manager shall, after investigation, deliver their decision in writing within ten (10) days.

### **6.04 Step Three**

Failing settlement at Step Two, the grievor and the Grievance Committee may within seven (7) days of the decision at Step Two, present the grievance to the Department Head concerned who shall have fifteen (15) days within which to investigate and reply, or have their designate investigate and reply to the grievance. Designate for this purpose will generally be those Managers within the respective departments.

### **6.05 Step Four**

Failing settlement at Step Three, the Grievance Committee and the grievor may within fifteen (15) days of the decision at Step Three, present the grievance to the CHRO or designate who shall have twenty (20) days within which to investigate and reply to the grievance.

Failing settlement, the Grievance Committee may proceed to grievance mediation. The parties shall mutually agree upon a Mediator and shall equally share the costs. Failing mediation, the Grievance Committee may proceed to Arbitration, provided notice of such intent and the name of the Union's nominee to the Arbitration Board is received in writing by the Corporation within (15) days after end of grievance mediation.

**6.06** Grievances settled satisfactorily within the time allowed shall date back to the time of the occurrence which led to the grievance.

**6.07** The Corporation shall supply the necessary facilities for grievance meetings.

**6.08** It is expressly understood that the time limits fixed in both the grievance and Arbitration procedures may be extended by agreement in writing between the parties. Where no such agreement has been made, or where an agreed-upon extension has expired:

- a) The grievor or the Union Local's Grievance Committee as appropriate, may proceed to the next step of the procedure if the appropriate Corporation official exceeds the time allowed to act.
- b) Notwithstanding any other provision elsewhere, the Corporation may consider the grievance abandoned if the grievor or Union Local's Grievance Committee exceeds the time allowed to act.

**6.09** A dispute involving a question of general application or interpretation of this Agreement may be filed by the Union's Grievance Committee at Step Three of the grievance procedure within ten (10) days of the date of occurrence. The Union President, or identified designate, shall sign all policy grievances. The parties agree that it is mandatory that any unresolved grievances filed under this Article will automatically be referred to a public or private Grievance Mediation Officer prior to proceeding to Arbitration.

## **ARTICLE 7 - ARBITRATION**

**7.01** With respect to Arbitration, and in accordance with the relevant provisions of the *Labour Relations Act*, Section 48 of the *Labour Relations Act* may be invoked by either party after the grievance procedure has been exhausted to resolve any difference relating to the interpretation, application, administration or alleged violation of this Agreement.

**7.02** No Board of Arbitration or single Arbitrator appointed pursuant to the provision of this Agreement or pursuant to Section 48 of the *Labour Relations Act* has any jurisdiction whatsoever to alter, modify, amend or make any decision inconsistent with the provisions of this Agreement. No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

## **ARTICLE 8 - MANAGEMENT GRIEVANCES**

**8.01** The parties recognize that the Corporation may present to a meeting of the Grievance Committee any complaints or grievances and that if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties they may be referred to Arbitration as set out herein. Such grievances must be filed within seven (7) working days of knowledge of the occurrence.

## **ARTICLE 9 - DISCIPLINE AND GRIEVANCES**

**9.01** The intent behind any disciplinary action, up to termination, will be rehabilitative in nature. Not required in situations where wilful or negligent behaviours result in discipline.

**9.02** Where possible, during conduct investigations, no members of the bargaining unit will be utilized in gathering evidence in the investigation or disciplinary actions of another member.

- 9.03** Where a seniority employee has been suspended or discharged, the grievance will go directly to Step Three within ten (10) ten days. Such grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration or single Arbitrator if the Arbitration procedure is invoked.
- 9.04** The Local Union's Secretary shall be notified by the Corporation when a seniority employee is disciplined, suspended or discharged. Such notice shall be sent to the Union Local's Secretary at the same time as the employee is notified.
- 9.05** An employee shall have the right to have their Steward present at any Respect in the Workplace discussion and at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall notify the employee in advance of the interview in order that the employee may contact his Steward to be present at the interview. The employee may waive, in writing, such right to have a Steward present.
- 9.06** A written disciplinary action imposed upon an employee shall be considered purged from the employee's employee file and invalid for purposes of further disciplinary action twelve (12) months after imposition unless there is repetition of the same offence within such twelve (12) months.

Every employee shall be notified of the name of their immediate Supervisor.

**9.07 Job Evaluation (Only)**

a) Grievance Procedure

Notwithstanding the grievance procedure, as outlined in Article 9, where a grievance arises out of the failure of the Joint Job Evaluation Appeals/Maintenance Committee, or the Joint Job Evaluation Appeals/Maintenance Committee Referees, to resolve matters relating to Job Descriptions or Job Ratings, either party may file a grievance, as provided for in Article 9, except that the grievance shall be initially filed at Step Three, as provided for in Article 9.01 (Step 3), and that said Job Evaluation Grievance shall be submitted within ten (10) days of receiving the written decision of the Joint Job Evaluation Appeals/Maintenance Committee Referees or within ten (10) days of the written decision of the Joint Job Evaluation Appeals/Maintenance Committee, if the Referee process is not used.

b) Arbitration Process

Notwithstanding the Arbitration Procedure, as outlined in Article 7, when the Corporation or the Union decides that a grievance, arising out of a job

evaluation-related matter involving a job description or job rating, is to be submitted to Arbitration, notification shall be given in writing, to the Party opposite in interest, within one (1) calendar month of the written opinions of the Joint Job Evaluation Appeals/Maintenance Committee Referees, if such are used, or within one (1) calendar month of the written decision of the Joint Job Evaluation Appeals/Maintenance Committee, if the referee process is not used. Such notification shall be submitted by registered mail, in accordance with Article 6.02, and shall indicate the name and address of the referring Party's recommended Arbitrator. The recipient of such notice shall, within ten (10) working days thereafter, inform the other of the name and address of its recommended Arbitrator.

- c) In selecting the Chairperson, it shall be the responsibility of the parties to advise the prospective Chairperson that it is the express desire of the parties to the Grievance that, at a time and place convenient to the Arbitrator, the Employer and the Union, a pre-hearing meeting will be convened for the express and singular purpose of fully acquainting the Arbitrator on the specifics of the Joint Job Evaluation Program in effect and governing Wage and Salary Administration.
- d) Should an Arbitrator be appointed by the office of Arbitration, the provisions as provided for in Article 9.05 above, shall be transmitted to the Office of Arbitration as a condition of appointment.

**9.08** An employee shall have the right to have access to review their personnel record and make copies of any material contained in their record. Such access may be gained by making an appointment with the Human Resources Department. Such review and copies will be undertaken and made under the scrutiny of the CHRO or designate.

## **ARTICLE 10 - NO STRIKES OR LOCKOUTS**

**10.01** In view of the orderly procedure established for the disposition of the employees and/or Management's complaints and grievances, the Corporation agrees that it will not cause or direct any lock-outs of its employees for the duration of this Agreement and the Union agrees there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.

Definition: In this Agreement "strikes" and "lock-outs" shall have the same meaning as in the *Labour Relations Act*.

**10.02** Employees shall not sustain disciplinary action for their failure to cross a picket line where unsafe conditions exist and a legal strike or lock-out is in effect. In cases where conditions demonstrate that injury to persons or property would result, a seniority employee should communicate with their direct supervisor.

- 10.03** In the event of a strike or lock-out, the decision to provide or not to provide any or all of the provisions in this Collective Agreement will be at the sole discretion of the Corporation.

## **ARTICLE 11 - TRANSFER OUT OF THE BARGAINING UNIT**

- 11.01** Any seniority employee within the Bargaining Unit appointed to any position not subject to this Agreement shall, after twenty-four (24) consecutive months on the job lose all rights of seniority except for pension and vacation purposes. If the employee returns to the Bargaining Unit within the twenty-four (24) consecutive month periods, they will retain all rights including seniority accrued while out of the Bargaining Unit.
- 11.02** Any employee who accepts an appointment to a position not subject to this Agreement and properly returns, shall not be eligible for subsequent transfers out of the Bargaining Unit until completing sixty (60) consecutive days in a Bargaining Unit position. If management asks for an exception to the sixty (60) days, it will not be unreasonably denied.

## **ARTICLE 12 - LAY-OFFS**

### **12.01 Definition of Lay-Offs**

A lay-off shall be defined as a reduction in the workforce as generated by the employer.

**a) Role of Seniority in Lay-Offs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their respective Bargaining Unit seniority. An employee about to be laid off may displace any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to displace shall include the right to displace up. Upward displacement will occur only if the employee is qualified for the position as outlined in Article 18.01a.

**b) No New Employees**

New employees shall not be hired until those laid off have been given an opportunity to recall.

**c) Unless legislation is more favourable to the employees, the Employer shall notify the Union and the employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off.**

**d) Grievance Lay-Offs/Recalls**

Grievances concerning lay-offs and recalls shall be initiated at Step Three of the grievance procedure.

**e) Time Off to Settle Lay-off Matters**

When a seniority employee is to be laid off, the employee shall be allowed one (1) hour paid leave off work during their last shift to attend to personnel or pay-related matters not yet settled.

**12.02** The Corporation agrees that no regular full-time employee shall be laid off due to the Corporation:

a) Contracting out services presently being performed by members of the Bargaining Unit.

b) Employing temporary or part-time or casual employees provided that in the judgement of the Corporation, the regular employee is capable of doing the work required. If capable of doing the work, the employee will be assigned to a temporary, part-time or casual position and will hold that position until successfully obtaining another seniority position, in accordance with promotion criteria as established in the Local's Agreement. The judgement of the Corporation shall not be exercised in any arbitrary or discriminatory manner. The Corporation will make every reasonable effort not to engage persons enrolled in a post-secondary institution at a time when regular seniority employees are laid off seasonally.

**12.03** Prior to a staff report being presented to City Council, the effect of which would be to contract out services presently performed by members of the Bargaining Unit and which would result in a consequential reduction of staff in the Bargaining Unit, the Union shall be supplied with a copy of the report.

## **ARTICLE 13 - CORRESPONDENCE**

**13.01** The Recording Secretary and President of the Union Local concerned shall be notified by email of all appointments, transfers, job rotations, temporary transfers, lay-offs, promotions, demotions, discipline and suspension, recalls and terminations of any member of the Bargaining Unit within five (5) days of the employee concerned being notified. The Recording Secretary and President of the Union Local concerned shall be provided with a copy of the Letter of Acceptance for all new Bargaining Unit hires within five (5) days of the start date.

## ARTICLE 14 - LEAVE OF ABSENCE

**14.01** Leave of absence without pay for the purposes of attending conferences, conventions, and other Union business for seniority employees to a maximum of twenty (20) days per employee and an annual maximum of sixty-five (65) days per Local may be granted. The Union Local requesting such leave shall make the request in writing to the Corporation at least ten (10) working days prior to the requested commencement of the leave. If, in the opinion of the Corporation, the operations of the Corporation will be adversely affected by the absence of any of the employees upon whose behalf the leave is requested, the Corporation shall have the right to require the Union to name an alternate who shall be granted such leave instead.

The City of Burlington will pay the employee's salary and applicable benefits based on their normal hours of work, provided the Union reimburses the City for the amount of such salary and twenty percent (20%) for benefits, within seven (7) calendar days of billing.

a) Leave of absence without pay shall be granted to not more than two (2) seniority employees who are governed by this Agreement, for up to fifteen (15) days each per year for the purpose of being a selected "Occasional Instructor" for the Union. The employees must make a written request within seven (7) days of the date of the leave, unless not reasonably possible to give such notice. Approval for the leave is subject to the operational requirements of the Corporation and such leave shall not be arbitrarily withheld.

The City of Burlington will pay the employee's salary and applicable benefits based on their normal hours of work, provided the union reimburses the City for the amount of such salary and 20% for benefits, within seven (7) calendar days of billing.

**14.02** Leave of absence without pay up to ten (10) working days shall be granted to a seniority employee for good and sufficient cause acceptable to the Corporation provided that in the opinion of the Corporation its operations will not be adversely affected. Leave of absence for this purpose shall be granted only upon expiration of all existing credits, such as and not exclusive to vacation and banked overtime. Upon application to the Department Head concerned, special leave of absence may be extended.

However, any additional leave, of up to three (3) months, will be dealt with on its own merits but in any case, the employee shall not be entitled to the provisions of Articles 26 and 27 for the duration of such leave unless an arrangement is made to reimburse the Corporation for cost of such coverage under Article 26 after one (1) month. Costs of insurance coverage under Article 26 shall be borne by the Corporation if the approved leave of absence is four (4) weeks or less.

- 14.03** Leave of absence with pay up to five (5) working days shall be granted to a seniority employee to attend and make arrangements for the funeral of a member of their family; family to mean spouse, children, parents, current step-parents, legal guardians, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchildren.
- 14.04** In the event of the death of an employee covered by this Agreement or a retiree formerly covered by this Agreement, the Corporation will allow no more than two (2) employees up to one (1) day to attend the funeral of the deceased employee or retiree without loss of pay.
- 14.05** The Corporation shall grant leave of absence without loss of seniority benefits to a seniority employee who serves as a juror or as a subpoenaed witness in any Court. The Corporation shall pay such seniority employee the difference between normal earnings and the payment received for jury service or subpoenaed Court witness, excluding payment for travelling, meals or other expenses. The seniority employee will present proof of service and the amount of pay received. Time spent by a seniority employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

The provisions of this clause shall not apply to any appearances before the Ontario Labour Relations Board or matters arising therefrom.

- 14.06** A seniority employee who is elected or selected to an office cited below shall be permitted an unpaid leave of absence without loss of seniority for the period shown provided that, notwithstanding any other provision of this Agreement, he may be replaced by a casual or temporary employee for the duration of the period of the leave of absence:

Five (5) years "leave of absence": Parliament of Canada, and Legislature of Ontario.

Two (2) years "leave of absence": full-time position with the Union or anybody with which the Union is affiliated.

- 14.07** A seniority employee who is selected to enrol in the CUPE sponsored Labour College course shall be granted up to three (3) months unpaid leave in accordance with the provisions of Article 14.02. In no case shall more than one (1) employee per year per Union Local governed by this agreement be granted such leave.

## **ARTICLE 15 - BULLETIN BOARDS**

- 15.01** The Corporation shall provide an enclosed bulletin board upon which the Union shall have the right to post any notices as may be of interest to the employees and not to the detriment of the Corporation. Notices shall adhere to corporate rules and regulations and any applicable privacy requirements.

## **ARTICLE 16 - PART-TIME STUDENT & TEMPORARY EMPLOYEES**

**16.01** Temporary employees may be hired for periods up to nine (9) months or such greater period as shall be mutually agreed to by both parties. Temporary employees will not be placed on the seniority list and shall not have any seniority rights. Their hours of work may be such as the Corporation may determine except that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee without appropriate overtime rates and only after seniority employees in the same job and crew have been given the opportunity to work.

Temporary employees at Tyandaga Golf Course to be hired for a period of up to ten (10) months coincidental with the "season".

Exception to overtime is continuation of work for up to three (3) hours maximum.

Definition: One month is equal to 28, 29, 30 or 31 days, depending on the actual month being considered.

a) The Corporation will supply the Union with the names, date of hire and all hours worked by each temporary employee in Facility Operations beginning employment after July 1, 1996.

**16.02** Student Utility Persons may be hired for a period of six (6) months. Student Utility Persons will not be placed on the seniority list and shall not have any seniority rights. Their hours of work may be such as the Corporation may determine, save that they shall not be required to work more than eight (8) hours in a twenty-four (24) hour period, without appropriate overtime rates and only after seniority employees within the same crew have been given the opportunity to work.

Student Utility Persons at Tyandaga Golf Course shall not be required to work more than ten (10) hours in a twenty-four (24) hour period without appropriate overtime rates and only after seniority employees within the same crew have been given the opportunity to work.

**16.03** It is expressly understood that the Corporation may engage part-time and student employees for terms of duration expressed below. The following conditions shall govern the employment of part-time and student employees.

a) Students and/or part-time employees in Facility Operations only will not be utilized for vacation or sick coverage of regular seniority employees (with or without supervision).

b) Students who are classified part-time will be allowed to work up to 40 hours per week for a maximum of five (5) months (during the school vacation period).

- c) Part-time employees will not be allowed to work more than twenty-four (24) hours in any seven (7) day work period (as defined by the Corporation).

## **ARTICLE 17 - SENIORITY**

- 17.01** An employee engaged for a permanent position will be on probation and will not be placed on the seniority list and shall not have any seniority rights hereunder until the employee has worked six (6) calendar months as a regular full-time (non-temporary) employee; except insofar as premium pay within the terms of section 23.06 are concerned. Upon request by the Corporation and mutual agreement of the parties, the probationary period may be extended to a maximum of a further sixty (60) working days.

Notwithstanding any other provisions of this Agreement, a probationary employee may be terminated for reasons less serious than a seniority employee, including performance deemed inadequate by management or failure to get along with fellow employees and/or Supervisors and managerial staff.

- 17.02** For the purpose of this Collective Agreement "seniority employee" shall be defined as a person engaged in a permanent position who worked six (6) calendar months and any extension thereof provided for in clause 17.01.

- 17.03** A temporary employee who becomes a permanent employee shall have their seniority dated from the date the employee commenced work, provided the service is continuous.

**17.04 Loss of Seniority**

An employee shall not lose seniority if they are absent from work because of sickness, disability, accident, lay-off or leave approved by the Corporation.

An employee shall lose their seniority in the event:

- They are discharged for just cause and is not reinstated;
- They resign in writing;
- They fail to return to work within five (5) days after receipt by registered mail of notice to return to work after lay-off;
- Absenting himself/herself from work for more than three (3) days, without notifying the employee's immediate Supervisor as to the reason for such absence;
- After a lay-off extending for a period of twelve (12) months.

- 17.05** The Corporation shall maintain a seniority list showing the current classifications and the date upon which each employee's service commenced. When two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list

shall be sent to the Union and posted on all bulletin boards twice per year. The postings shall be in June and December of each year.

## **ARTICLE 18 - PROMOTIONS, DEMOTIONS, ETC**

- 18.01** Promotions, demotions and transfers within the Bargaining Unit shall be governed by the following factors:
- a) Knowledge, suitability, efficiency and ability to do the work required.
  - b) Length of continuous service in the applicable department. When factors a) are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor b) shall govern.
- 18.02** External candidates will not be appointed to regular full-time permanent positions until internal applicants have been given full and fair consideration and any equipment testing that may be necessary.
- 18.03** Each September, any regular full-time employees wishing to transfer in the next calendar year in their same job classification will have the opportunity to identify up to three (3) locations that they wish to be transferred, should a vacancy arise. When the Corporation has identified a full-time vacancy, they will award the transfer request, in seniority order. If no transfer request has been made such vacancy will be posted as per Article 19.

## **ARTICLE 19 - JOB POSTING**

- 19.01** The Corporation reserves the right to fill temporarily any job vacancies immediately. Other than as provided in clause 20.01, all permanent vacancies and temporary vacancies greater than 6 months shall be posted for a period of not less than five (5) working days online and at the Roads, Parks and Forestry Operations yard. Should an employee temporarily be assigned to the position applied for, but not be successful for, the employee shall revert to their former position. Any seniority employee wishing to make application shall do so within the required time in writing. All applications will be acknowledged and if not acceptable, reasons for non-acceptance will be given in writing within five (5) working days of the selection being made.
- a) A successful applicant shall not be allowed to make a further application under the provisions of this clause for a period of six (6) months. An employee temporarily transferred to fill a job vacancy shall not be given preference with regard to promotion to that job.
  - b) Positions that are required at certain times of the year only, will be posted once and successful employee will perform the job whenever required. A seniority or probationary employee from one department may not apply for a seasonal job, if awarding the job to that employee would increase the number of approved positions and employees in another department.

When the position becomes redundant, the employee will revert to the position held immediately prior to the transfer and be paid the job rate. Employees may be permitted to sign off jobs they do not want or are not suited for, provided an alternative job is available and provided that a qualified replacement is available for the job that they are currently doing.

- 19.02** Roads, Parks and Forestry Department employees are eligible to apply for posted positions in the Recreation, Community and Culture Department and Recreation, Community and Culture Department employees are eligible to apply for posted positions in the Roads, Parks and Forestry Department.
- 19.03** Job postings shall contain the following information: nature of position, qualifications, specific location and wage rate. The work location is subject to change at the discretion of the Corporation due to operational demands.
- 19.04** Time spent in such training shall be considered to be time worked.

## **ARTICLE 20 - TEMPORARY TRANSFER**

- 20.01** A seniority employee who is temporarily transferred to a different job within the Bargaining Unit for either:
- Less than twenty (20) consecutive working days or to relieve any employee absent because of illness, vacation, or leave of absence, shall be paid while so employed as follows:
- a) If the transfer is for the convenience of the Corporation and if the rate of pay in the job to which the employee is transferred is less than the employee's regular rate of pay, the employee shall receive their regular rate of pay.
  - b) If the transfer is at the request of the employee and if the rate of pay in the job to which the employee is transferred is less than the employer's regular rate of pay, the employee shall receive such lesser rate.
  - c) If the rate of pay in the job to which the employee is transferred is higher than the employee's regular rate of pay, the employee shall receive the rate for the job while so engaged.
- 20.02** A seniority or probationary employee who is transferred to a lower job because of equipment out of service for repair shall retain their regular rate during such period of repair.
- 20.03** Seniority employees transferred from their jobs through lack of work will be automatically transferred back when work becomes available.
- 20.04** Should an emergency arise; an employee may temporarily be transferred to another department without loss of seniority provided both parties are in agreement.

- 20.05 Where mutual aid agreements are entered into with municipalities, employees may be temporarily transferred to those municipalities for the duration of the emergency.

## ARTICLE 21 - SAFETY PROVISIONS

- 21.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Corporation will make all provisions for the safety and protection of the health of the employees. In accordance with this undertaking, all vehicles and shops shall be equipped with appropriate First Aid Kits.
- 21.02 Required safety equipment, protective clothing and uniforms shall be provided by the Corporation to be worn by all employees designated by Management to be so protected. Any employee, so designated, who fails to wear required safety equipment, protective clothing or uniforms shall be subject to disciplinary action.
- 21.03 Canadian Standards Association approved safety shoes (boots) shall be worn by all probationary, temporary and seniority employees. Failure to wear safety shoes (boots) and to a style and standard satisfactory to Management and the **Manager, Health, Safety and Wellness or designate** shall be cause for disciplinary action.

The Corporation shall grant seniority employees to whom this clause applies an allowance each June of one hundred and seventy-five dollars (\$175), for the purpose of purchasing approved safety shoes (boots).

- 21.04 At the discretion of Management the corporation will supply Heavy Equipment Operators performing asphalt work (minor road repair) in the Roads and Sidewalks Section high heat rated safety boots. Boots will be valued at up to one hundred seventy dollars (\$170) and the purchasing of said boots will be coordinated by the Supervisor of Roads & Sidewalks or their designate. Boots will be purchased up to once per year, at the discretion of Management. These boots are to be worn for asphalt related work only.
- 21.05 Seniority employees who are required by the employer to maintain Class A and D Ontario Drivers Licences shall be reimbursed up to one hundred **and fifty** dollars (\$150) for the medical, upon production of receipts.
- 21.06 The Corporation will cover the costs of maintaining Mechanics licences for fuels, Natural Gas, Mechanics Licences, 310T, 310S, ICE-P, ICE-NG and other approved, associated licenses, at the discretion of Management, upon production of receipt.
- 21.07 Work gloves and other gloves shall be replaced on an as-needed basis.

## 21.08 Provision of Clothing

- a) The Corporation agrees to provide protective clothing and uniforms for seniority employees, at 100% Corporation cost. The Corporation will designate the items of clothing, as well as, their style and colour.
- b) Seniority employees shall be allotted an annual points allowance, within their job category, each calendar year, as specified in Article 21.07 g). Points are applied to clothing acquisition in accordance with the clothing point values in Article 21.07 h). Points do not accumulate nor carry over to subsequent years. Probationary employees shall be allotted one-half of the annual points allowance on their hire date.
- c) The Corporation will designate mandatory and optional items, as well as, minimum and maximum quantities of some items, as specified in Article 21.07 g).
- d) In the Roads, Parks and Forestry Department, clothing items other than those specified for seniority employees, may be provided or replaced at the discretion of Management. Worn items must be turned in to be replaced. The provision of additional clothing items, their type and quantity, will be considered based on work activity and operational need.
- e) Mechanics will be provided with a parka or insulated coveralls and a cap or toque in year one and every second year thereafter.
- f) Mechanics will be provided with coveralls and/or shirts and pants on a rental basis.
- g) Table of Point Allocations and Mandatory Clothing Items

Job Category	Clothing Items	Mandatory Items	Points Available Per Year
Arborists	<b><u>Mandatory (first year only)</u></b> Shirts – HI-VIS, Arc/FR long or short sleeves Pants – Chainsaw, Arc/FR Coat – Winter Coat OR Light-weight Jacket Arc/FR	5 2 1	28
	<b><u>Optional</u></b> Bib Overalls HI-VIS Arc/FR Insulated Vest, HI-VIS Arc/FR Hoodie Jacket, HI-VIS Arc/FR Sweatshirt, HI-VIS, no striping Headwear – Cap/Toque Insulated Overalls or Coveralls Arc/FR Chainsaw Pant (position specific) – premium and standard		

Job Category	Clothing Items	Mandatory Items	Points Available Per Year
RPF Operations	<b>Mandatory (first year only)</b> Shirts - HI-VIS, long or short sleeves Pants - Cargo Coat - Winter Coat OR Light-weight Jacket	5 4 1	18
	<b>Optional</b> Ventilated Pants Bib-Overalls, HI-VIS Quilted Jacket Hoodie Jacket, HI-VIS Headwear - Cap/Toque Insulated Overalls or Coveralls Chainsaw Pant (position specific)		
Arena Pool Operators	<b>Mandatory (first year only)</b> Toque Ball cap Golf shirt Long sleeve sweatshirt Pants - cargo Coat - 3 in 1 *only every other year following Year 1*	1 1 2 3 4 1	18
	<b>Optional</b> Ventilated Pants Bib-overalls Long sleeve moisture wicking mock neck t-shirt Insulated Overalls or Coveralls		

h) Table of Clothing Point Values

Item	Point Value
<b>Winter Coats</b> Parka, Bomber Jacket, HI-VIS Parka, ¾ Length Jacket, HI-VIS	 5 5
<b>Light Weight Coats</b> Jacket, unlined HI-VIS Fleece, HI-VIS Hoodie, full-zip, HI-VIS Coat 3 in 1	 2 2 2 5
<b>Pants</b> Ballistic Cargo Ventilated Bib Overalls, HI-VIS Insulated Overalls or Coveralls Standard Chainsaw Pant (position specific) Premium Chainsaw Pant (position specific)	 7 1 2 3 6 7 15

<p><b>Shirts</b>                  T-Shirt, short sleeves, HI-VIS                  T-Shirt, long sleeves, HI-VIS                  Sweatshirt, HI-VIS, no striping                  Golf Shirt                  Long sleeve moisture wicking mock neck shirt</p>	<p>1 1 1 1 1</p>
<p><b>Headwear</b>  <i>Only as requested and limited to one of each</i>                  Cap                  Toque</p>	<p>1 1</p>

## ARTICLE 22 - HOURS OF WORK

**22.01** The normal daily hours of work shall generally be eight (8) continuous hours, Monday to Friday, inclusive of a 20-minute paid lunch on the job.

Note: 22.01 will be for the duration of the contract, then reviewed.

**22.02** For employees assigned to shift work (shift work meaning employment which is regularly carried on outside the normal hours as defined in clause 22.01), the normal daily hours of work shall be eight (8) hours a day and the normal weekly days of work shall be five (5) days in accordance with the schedule established from time-to-time for such employees.

In Facility Operations: the normal daily hours of work shall be eight (8) hours a day and the normal weekly days of work shall be five (5) days or ten (10) hours a day and a normal weekly total of four (4) days per week in accordance with the schedule established from time-to-time for such employees.

**22.03** For employees assigned to the Facility Operations Unit, the working hours shall be scheduled so that no employee shall be required to work more than forty (40) working days in any eight (8) week period. A working day shall be defined as eight (8) consecutive hours with a one-half (1/2) hour “on-the-job” paid lunch period.

Seniority employees located at Tyandaga Golf Course will have their hours of work determined as in Article 22.01.

**22.04** The Corporation agrees to discuss with the Union Executive any changes proposed by the Corporation to the scheduled hours of work of any seniority employees in either department involved before the change becomes effective. The Corporation also agrees to give the affected employees at least five (5) calendar days’ notice of any change in the regularly scheduled hours of work before the change becomes effective, except in cases of emergency or employee illness or absenteeism.

**22.05** The scheduled daily hours of work are stated solely for the purpose of calculating overtime or premiums and shall not be construed as a guarantee of any minimum, nor as a restriction of any maximum hours to be worked.

**22.06** Supervisors, Operations Supervisors and Operations Coordinators, salaried personnel or those above the rank of Supervisor, Operations Supervisor and Operations Coordinators shall not perform work normally done by members of the Bargaining Unit, except to meet emergency conditions or for the purpose of instruction or experimentation.

Definition: "Emergency: An unusual or unplanned event"

**22.07** No employee shall be permitted to work longer than sixteen (16) consecutive hours in any twenty-four (24) hour period and shall not be permitted to return to work within seven and one-half (7-1/2) hours of having ceased their previous work period.

## **ARTICLE 23 - PREMIUM PAY**

**23.01** For shifts more than half (1/2) of whose hours are between the hours of 4:00 p.m. to 12:00 Midnight, or between the hours of 12:00 Midnight to 8:00 a.m., shift premiums of **seventy-five (\$0.75) cents and one dollar and six cents (\$1.06) per hour** respectively will be paid. A shift premium of **seventy-five (\$0.75) cents per hour** will be payable for shifts more than half (1/2) of whose hours are between the hours of 8:00 a.m. to 4:00 p.m. on Saturday and Sundays. These premiums are not payable when the overtime rate is applicable.

**23.02** Should an employee be required to work on their scheduled days off, the employee shall receive time and one-half (1 ½) for all hours worked on the first day of their scheduled days off and should the employee be required to work on their second or other consecutive days off, the employee shall receive double-time for all hours worked. Except for work performed during an employee's regularly scheduled hours, time and one-half (1 ½) will be paid for all work performed over eight (8) hours a day.

**23.03** When employees are called out for any emergency work at other than normal hours of work, a minimum call-out of three (3) hours at the prevailing overtime rate will be paid except where two (2) or more calls fall within a three (3) hour period, in which case the time will be considered continuous.

a) When employees are scheduled to work overtime on a day of rest or paid holiday and the work is cancelled and the employees so notified after the end of their last scheduled shift, the employees whose work is cancelled shall be paid three (3) hours at the appropriate overtime rate.

**23.04** An employee who fails to report for call-in duty at the time specified, or within one (1) hour of being called, whichever is the later, shall not be eligible for the benefits of clause 23.03 except under conditions acceptable to Management.

An employee who signs up for on-call and fails to show up for on-call may result in progressive discipline. Once an employee signs up for on-call, they can opt out within one (1) week of the date the on-call is set to start without possible repercussion.

**23.05** On-call/standby pay of two (2) hours per weekday; four (4) hours per weekend day and four (4) hours per weekday statutory holiday.

a) Standby pay is in addition to overtime for hours worked during such period.

**23.06** The Corporation agrees to distribute overtime as equally as possible among seniority and probationary employees within regular crews. Regular crews to be defined as:

a) \*\*\* See Appendix "A" – Memorandum of Agreement \*\*\*

b) In the Roads, Parks and Forestry Department on a Supervisor basis. All hours outside of winter control and continuation of regular hours to be on a classification basis;

c) During winter control according to the call-out list for crews in the Roads, Parks and Forestry Department;

d) A list indicating "regular crews" shall be submitted to the Union twice yearly, the periods to coincide with winter control and summer operations;

e) One overtime period shall be used for those employees identified in Article 23.06 a), 23.06 b) and 23.06 c). The overtime distribution period will be from December 1st until November 30th.

Definition:

- By classification for summer operations
- By qualifications for winter operations

Using the 'star' system an Overtime Distribution process will be referred to for specifics on offering overtime. Please refer to Appendix B,

f) In Article 23.06, as equally as possible shall be defined as plus or minus fifty (50) hours, in one (1) year periods.

g) An employee refusing or unavailable for overtime shall be charged as though the employee had worked for the total number of hours actually worked. (The meaning of "unavailable" to include sick leave, leave of absences and Union leave).

h) The parties agree that a seniority employee, prior to an overtime period, may sign off the overtime distribution list and will not be called except for emergency purposes.

- i) A list showing the overtime worked by each employee will be posted on the workstation bulletin board and will be brought up-to-date for each bi-weekly pay period. The Union Secretary shall also receive a copy of the lists.
- j) Probationary employees shall be credited with the amount of overtime equal to the lowest person on the overtime list within that department, exclusive of zero (0) hours and further will not incur additional cash payments.

**23.07** The Corporation agrees to provide adequate meal breaks without loss of pay for employees required to work a minimum of two (2) hours continuously beyond their regular shift hours.

**23.08** All employees shall be permitted a fifteen (15) minute break period both in the first and second half of a shift. Any abuse of this clause shall be subject to disciplinary action.

**23.09 Paid Leave**

Effective on the commencement date for accumulation (see Article 23.09 a) below) seniority employees (hired before July 1, 1989) shall be permitted to accumulate their overtime and paid holiday premium earnings in a payroll bank until the equivalent of up to eighty (80) hours pay at their regular straight time earnings rate at the time of commencing accumulation has been accumulated. New seniority employees hired after July 1, 1989, will be eligible to bank up to forty (40) hours.

- a) Such accumulated earnings may be used as paid leave additional to vacation under the following conditions:

For the purpose of accumulating such paid leave earnings, each earning period shall run annually; employees in the Roads, Parks and Forestry Department from the **beginning of the pay period in which November 1<sup>st</sup> falls to the** pay period in which October 31<sup>st</sup> of the next year falls; and in the Facility Operations section of the Recreation, Community and Culture Department from the first pay period after December 1<sup>st</sup> of one year to the pay period in which November 30<sup>th</sup> of the next year falls.

- b) Seniority employees wishing to participate in this paid leave program shall be required to indicate in writing their option to participate by October 15<sup>th</sup> (November 1<sup>st</sup> in the case of the Facility Operations Section) annually.
- c) Subject to the operational needs of the service as determined by Management, a seniority employee having up to eighty/forty (80/40) straight time hours of earnings banked, shall be scheduled by the Corporation for up to eighty/forty (80/40) hours of paid leave in units of

**fifteen (15) minutes** each, to be consumed prior to the next date upon which seniority employees may elect to participate in this program.

- d) Facility Operations employees going to Parks may bring a maximum of 50% banked overtime as at start date in Parks Section, such balance to be used after the pay period in which December 1st falls and prior to the pay period in which August 1st of the same calendar year. Facility Operations employees remaining in Facility Operations may utilize such banked overtime between the pay period in which December 1st falls and the pay period in which November 1st falls of the same calendar year.
- e) When a seniority employee terminates their employment prior to the consumption of their paid leave earnings bank, the employee shall be paid the sum of their earnings bank upon termination.
- f) Should the operational needs of the service as determined by Management, prohibit an employee from consuming their earnings bank as paid leave prior to the next date upon which seniority employees may elect to participate in the program, it shall be paid to the employee in cash.
- g) Banking of overtime earnings for the purposes of this clause shall only be permitted persons who are seniority employees on November 1st (December 1st in the case of the Facility Operations Unit) annually.

Shift premiums and other premiums that are not factored on the basic straight time rate shall not be eligible for inclusion into seniority employees' earnings banks.

## **ARTICLE 24 - WET AND STORMY WEATHER**

- 24.01** Employees required to work outside during wet or stormy weather shall be supplied with raincoats, hats and boots.

## **ARTICLE 25 - OCCUPATION NAMES AND JOB RATES**

- 25.01** For the term of this Collective Agreement, the following shall be the hourly rates prevailing for the occupations and effective dates cited.

CUPE 44

7/1/2024	1/1/2025	2/3/2025	7/1/2025	1/1/2026	7/1/2026	1/1/2027
1.5%	2.0%		1.75%	1.75%	1.75%	1.75%

Utility Person
Equipment Operator
Courier Driver
Gardener/ Landscaper
Heavy Equipment Operator
Maintenance Person
Small Equipment Maintenance Person
Arena Pool Operator
Storm Water Maintenance Person
Arborist
Road Patroller
Motor Vehicle Technician
without fuels
with fuels
<b>Foreperson</b>
Arborist out of schedule
Guaranteed Service Delivery Winter Control (Heavy Equipment Operator base rate + \$6.50 premium) effective Feb 3 2025 it is \$6.65 premium)
Guaranteed Service Sidewalk (Equipment Operator base rate + \$4.00 premium) effective Feb 3 2025 it is \$4.15 premium)

28.80	29.38		29.89	30.42	30.96	31.50
30.48	31.09		31.64	32.20	32.76	33.34
31.12	31.74		32.30	32.87	33.45	34.04
31.04	31.66		32.22	32.79	33.37	33.95
31.23	31.85		32.41	32.98	33.57	34.16
31.95	32.59		33.16	33.75	34.34	34.95
32.00	32.64		33.22	33.80	34.40	35.01
32.30	32.94		33.52	34.11	34.71	35.33
32.08	32.72		33.30	33.89	34.49	35.09
32.43	33.07		33.66	34.25	34.86	35.47
32.51	33.16		33.74	34.34	34.94	35.56
33.85	34.52		35.13	35.75	36.38	37.02
40.07	40.87		41.58	42.31	43.05	43.80
41.38	42.21		42.95	43.70	44.46	45.24
38.14	38.90		39.58	40.27	40.97	41.69
36.80	37.54		38.19	38.86	39.54	40.23
37.73	38.35	38.50	39.06	39.63	40.22	40.81
34.48	35.09	35.24	35.79	36.35	36.91	37.49

students 60
students 65
students 70

17.28	17.63		17.93	18.25	18.58	18.90
18.72	19.10		19.43	19.77	20.12	20.48
20.16	20.57		20.92	21.29	21.67	22.05

a) The start rate for a seniority employee who applies for another seniority position, and who lacks the required qualifications in accordance with Article 18.01, shall be paid at a rate of 95% of the job rate or, their current

rate, whichever is greater, not to exceed the job rate of the position. The length within start rate shall be mutually agreed to by the parties and in any case, will not exceed six (6) months.

- 25.02 a) A \$2.25 per hour premium will be paid for hours worked welding by a licensed person or who has training as approved by the City of Burlington.
- b) **For RPF only:** Lead-Hand premium of \$3 per hour will be paid for those hours worked in the position when providing day-to-day task direction and/or specialized training. A Lead-Hand premium of \$5 per hour will be paid where additional safety requirements exist for working in a road right-of-way and/or specialized certification.

**For RCC only:** Lead-Hand premium of \$3 per hour will be paid for those hours worked in Facility Operations, when Arena/Pool Operators are responsible for training or leading other full-time and temporary Arena/Pool operators.

**In order to qualify for the Lead-Hand premium, Arena/Pool Operators must have the following required certifications by May 1, 2025:**  
**For Arena specific items – Certified Ice Technician (CIT)**  
**For Outdoor Pools specific items – Certified Aquatic Technician (CAT)**  
*\* By May 1, 2025 the City will offer an aquatic facility operations course*

- c) Seniority employees who hold a class A license will be compensated at the Heavy Equipment Operator hourly rate for such time that they are operating equipment that requires a class A license. Support will be available for seniority staff who wish to upgrade their license to a level that is higher than what their home position requires.
- d) No premium rates in this contract shall be used for the calculation of overtime rates.
- e) **During Winter Control Operations – Pyramiding of premiums will be permitted at \$3/hour only.**

25.03 Newly hired employees after a date of ratification will be paid 95% of job rate for the job for the first six (6) month period. Temporary employee shall be paid a rate per hour that is between 70% and 90% of the job rate for the job.

25.04 A \$2.25 per hour premium will be paid for hours worked doing specialty carpentry work when required by the City of Burlington.

25.05 A premium of \$5.75 per hour will be paid for those hours performing one-person plowing. This does not apply to those staff on Guaranteed Service Delivery program.

- 25.06 If any persons working at Tyandaga are required to have a licence to perform pesticide spraying, that person shall be paid a premium of \$1.00 per hour for hours spent spraying.
- 25.07 Students employed during the school vacation period and who are student Utility Persons shall be paid between 60% and 70% of the Utility Person rate, regardless of years of experience.
- 25.08 An employee with the “B” ticket certification under the TSSA will be paid a premium of \$2.00 per hour for regular hours worked when designated as “Chief Operating Engineer” by Management for the day shift at Appleby Ice Centre. All other employees with “B” ticket certification under the TSSA will be paid a premium of \$1.00 per hour for all regular hours worked at any RCC facility effective date of ratification of this Collective Agreement.
- 25.09 Arena Pool Operators will perform ‘holiday checks’ at RCC facilities that have full-time permanent Arena Pool Operators.
- 25.10 Mechanic’s Apprenticeship Program as follows:

0 - 1300 Hours	75% of Motor Vehicle Technician rate (fuels or no fuels)
1301 - 2600 Hours	80% of Motor Vehicle Technician rate
2601 - 3900 Hours	85% of Motor Vehicle Technician rate
3901 - 5200 Hours	90% of Motor Vehicle Technician rate
5201 - 6500 Hours	95% of Motor Vehicle Technician rate
Certification	Motor Vehicle Mechanic’s job rate

- 25.11 The Corporation shall provide a Mechanic’s tool allowance in the amount of \$900.00 per year. The allowance shall be a running total at the stores in order for Management to control the quality of supplies purchased with the maximum allowance per employee. The allowance is for Mechanics, Mechanics’ Helpers and Apprentices.

## ARTICLE 26 - WELFARE & BENEFITS

- 26.01 The Corporation will continue to pay 100% of the premiums for the following coverage for all seniority employees:
  - a) Group Life Insurance.
  - b) Extended Healthcare to include vision care up to a maximum of \$225 per two calendar years, with \$10.00 (single) and \$20.00 (family) deductible. The drug plan will cover generic drugs only, unless the physician instructs otherwise.

- c) **Dental Insurance Plan with: Preventative/Maintenance at 100% of insured charges with a nine (9) month minimum for dental recall for adults and children over sixteen (16) years of age; Major Restorative treatments at 80% of insured charges to a maximum of \$1,750 per insured person per calendar year; Orthodontic treatments at 50% of insured charges to a lifetime maximum of \$2,000 per dependent child. Dental Health Insurance Plan subject to \$10.00 (single) and \$20.00 (family) deductibles. Prior year O.D.A. rate shall apply (example: In 1991, 1990 O.D.A. rates shall apply).**
- d) **Umbrella paramedic coverage consisting of Chiropractic, Massage, Acupuncture, Chiropodist, Osteopath, and Podiatrist will be provided to each family member to a maximum of \$450 per calendar year for any combination of services stated. Effective January 1, 2025 the maximum is \$550 per calendar year for any combination of services stated.**
- e) **Orthotic Inserts - coverage includes custom made inserts for shoes when prescribed by a doctor, podiatrist, or chiropodist, to a maximum of \$500 per person per benefit year.**
- f) **Each employee under the age of sixty-five (65) who has completed six (6) months employment in a regular full-time position shall join and sustain a Long-Term Disability (LTD) Insurance Plan having a six (6) month waiting period for payment of benefits and a monthly benefit rate of sixty percent (60%) of regular monthly salary. The premium costs of this LTD Plan shall be fully paid by each employee individually, but each employee shall receive a pay supplement each month equivalent to their LTD insurance premium.**
- g) **Effective January 1, 2026 Mental Health coverage to a maximum of \$500 per calendar year including psychologists, social workers, psychotherapists, speech therapists.**
- h) **The Corporation will continue to pay 100% of the premiums for the coverage for all full-time seniority employees over the age of sixty-five (65). The same coverage as all other seniority employees, with the exception of Article 26.01 (a) and (f).**
- i) **Employees engaged for a regular full-time permanent position shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS) basic plan.**

## **26.02 Temporary & Casual Employees**

Effective July 1, 1996:

The Corporation agrees to pay 100% of premiums, subject to qualifying periods for:

- a) **Group Life Insurance.**

- b) Extended Healthcare to include vision care with \$10.00 (single) and \$20.00 (family) deductibles.

For those employees who work an average of 28 or more hours per week in a calendar month. Those employees not meeting the average in any month will be debited for benefit premiums paid by the Corporation on their behalf during that period.

### **26.03 Benefits for Early Retirees**

For employees retiring under the provision of early retirement covered by OMERS, the Corporation will pay 100% of the premiums for Extended Healthcare and Dental Health. The benefits available under this clause will cease to be available to the employee on attainment of age 65 years. Upon retirement the employee will receive a paid-up life insurance policy of \$5,000.00.

- 26.04** For employees on LTD, the Corporation will pay 100% of the premiums for benefits - i.e. Extended Healthcare, Dental, and Life during the twenty-four (24) month "own occupation" period.

An employee who is subsequently maintained as full status LTD after the first twenty-four (24) month period may maintain Extended Health, Dental and Life benefits at the employee's cost.

- 26.05** All seniority employees will participate in the Corporation's Sick Leave Plan and may be required to provide a Physician Statement as per the Corporation's Sick Pay Policy. The Corporation will pay up to a maximum of \$100.00 for a Physician Statement, upon the provision of a receipt. Payment will not be made if the doctor does not complete the form provided by the Corporation.

The following conditions shall govern the granting of sick leave with pay:

- a) All absences for which sick leave is claimed must be reported to the immediate Supervisor not less than sixty (60) minutes prior to the commencement of the employee's shift unless the employee can provide an explanation why he was unable to do so.
- b) An employee requesting sick leave of over one (1) day's duration shall inform their immediate Supervisor of their intended date and shift of return to work.
- c) Except in cases of hospitalization or when otherwise excused by Management, an employee on sick leave with pay shall telephone their immediate Supervisor daily to re-establish the grounds for their absence.

Failure to observe any of the above conditions shall result in the denial of sick leave with pay for the period of such non-observance.

d) When an employee has three (3) separate incidents of sick leave in the calendar year, pay for subsequent occasions of sick leave for the balance of the year, shall commence on the third (3<sup>rd</sup>) day of such leave, and/or disciplinary action up to and including discharge may result.

**26.06** An employee on sick leave will participate in the welfare provisions of this Article until the expiration of their accumulated sick leave.

**26.07** An employee who is injured during working hours and is required to leave for treatment or sent home for such injury shall receive remuneration for the remainder of the shift at their regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

**26.08** In instances wherein an employee is injured due to a third-party situation, the Corporation will maintain sick leave benefits. If the employee seeks redress through the third-party claim process for lost wages and is successful, the employee will reimburse the Corporation for the amount of wages recovered.

**26.09** The Union acknowledges that the unemployment insurance premium reductions allowed to the Corporation by virtue of the existence of the Sick Leave Plan shall be retained by the Corporation for the provision of the benefits described in this article.

## **ARTICLE 27 - VACATIONS**

**27.01** Definition: In this clause:

“Service” shall mean continuous employment in a regular full-time position and shall be calculated on the employee’s anniversary date in accordance with their length of continuous service.

“Vacation Year” shall mean from the previous year’s anniversary date to the following year’s anniversary date.

To determine “service” for vacation purposes, “the 15th of the month rule” applies. This means, for example, that someone who is hired on November 10th, because the start date is on or before the 15th of the month, their anniversary date or “vacation year” would be November 1st.

On the other hand, if this employee commenced employment on November 16th, their anniversary date or “vacation year” would be December 1st.

### **Vacation**

a) An employee with less than two (2) years’ continuous service shall receive two (2) weeks’ vacation with an amount of pay equal to four (4) percent of their gross earnings, exclusive of vacation pay, paid for the previous

**vacation year. Employees hired on or after January 1, 2025 will be provided with two (2) weeks' vacation at the time of hire.**

- b) An employee with more than two (2) years' service, but less than ten (10) years' continuous service shall receive three (3) weeks' vacation with an amount of pay equal to six (6) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.
- c) An employee with more than ten (10) years' continuous service, but less than sixteen (16) years' continuous service shall receive four (4) weeks' vacation with an amount of pay equal to eight (8) percent of their gross earnings exclusive of vacation pay paid for the previous vacation year.
- d) An employee with more than sixteen (16) years' continuous service but less than twenty-two (22) years' continuous service shall receive five (5) weeks' vacation with an amount of pay equal to ten (10) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.
- e) An employee with more than twenty-two (22) years' continuous service shall receive six (6) weeks' vacation with an amount of pay equal to twelve (12) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.
- f) After twenty-five (25) years of service, one (1) additional day of vacation will be accrued for each completed year of service beyond twenty-five (25) years, to a maximum of ten (10) additional days at thirty-five (35) years of service..

Affected employees will receive one (1) day additional vacation day for each year of service beyond 25 years, as per the chart below:

Twenty-six (26) years of service	One (1) additional day
Twenty-seven (27) years of service	Two (2) additional days
Twenty-eight (28) years of service	Three (3) additional days
Twenty-nine (29) years of service	Four (4) additional days
Thirty (30) years of service	Five (5) additional days
Thirty-one (31) years of service	Six (6) additional days
Thirty-two (32) years of service	Seven (7) additional days
Thirty-three (33) years of service	Eight (8) additional days
Thirty-four (34) years of service	Nine (9) additional days
Thirty-five (35) or more years of service	Ten (10) additional days

## 27.02 Resignation

For the purpose of this clause, minimum acceptable notice will be considered as ten (10) working days.

- a) An employee who submits their resignation with minimum acceptable notice will be granted a vacation allowance (as a percentage of gross earnings, exclusive of vacation pay paid for the previous vacation year) in lieu of vacation with pay as follows:

<b>Continuous Service</b>	<b>Payment</b>
Up to 2 Years	4% of Gross Earnings
2 Years to 10 Years	6% of Gross Earnings
10 Years to 16 Years	8% of Gross Earnings
16 Years to 22 Years	10% of Gross Earnings
over 22 Years	12% of Gross Earnings

- b) An employee who submits their resignation without giving minimum acceptable notice will receive vacation pay in accordance with the *Employment Standards Act, 1970*, as amended.

### **27.03 Vacation Accumulation and Carry-over**

Accumulation of vacation is not permitted except that the Corporation may permit up to five (5) days' vacation entitlement to be carried over into the next vacation year provided application is made four (4) weeks prior to the employee's anniversary date.

- a) Such carried vacation leave (up to five (5) days entitlement) is consumed within the first ten (10) months of the following vacation year.
- b) Annual vacation entitlement must be 100% requested in accordance with the sign-up procedure in the Local, subject to Management approval. Further, failure to sign-up in accordance with the proceeding will result in Management scheduling the vacation entitlement as per provision contained in Article 27.06.

### **27.04 General**

- a) Subject to clause 27.03, an employee will not be permitted to waive their vacation, nor will the employee be allowed to work for the Corporation during their vacation period and receive their salary, as well as their vacation allowance.
- b) Once a vacation has been made, employees will not be permitted to exchange vacations, alter dates nor extend the vacation period without express Management consent.
- c) Although it is intended that an employee will take their vacation in one period, subject to the approval of Management, the employee may divide the vacation into periods of not less than one (1) week, or other periods of not less than one (1) day, as mutually agreed to. An employee will be allowed up to ten (10) days' vacation, to be taken one (1) day at a time in the vacation year.

- d) Vacation allowances shall be exempt from seizure to the fullest extent permitted by law. No employee may assign an interest in any amount which may become payable hereunder.
- e) If a paid holiday is observed during an employee's vacation, such employee will be paid an additional day's pay or; if, in the judgement of the Corporation, it will not adversely affect the operations, the Corporation will make all reasonable efforts to give the employee an **alternate day's** vacation with pay, in lieu thereof contiguous to the employee's vacation period or the employee will have the option of taking an additional day's vacation at a date mutually agreeable.

**27.05** During a seniority employee's last year of service prior to retirement, as provided by the Ontario Municipal Employees' Retirement System, the employee shall be granted additional vacation entitlement in time or payment in the ratio of one (1) day's additional vacation for each year of service with the Corporation.

**27.06** The time at which vacation of any employee shall be taken shall be prescribed by the Corporation. Requirements of work conditions and seniority will be considered.

**27.07** Employees may request vacation leave which has accrued up to the time of going on vacation to a maximum of ten (10) days. If termination occurs prior to vacation year end, any vacation borrowed as of the date of termination will be considered in determining the employee's final pay.

**27.08 (a)** Employees who are seeking pre-approval of vacation as part of the bi-annual process shall submit their vacation requests to their supervisor according to the timeline below. Seniority will be the determining factor in the bi-annual process. Operational requirements will dictate the number of employees that can be scheduled off at any given time.

- i. For time off between May 1 and Sept 30: Process/forms will be communicated before March 15. Employees to submit before April 1. The Corporation shall approve or deny the vacation request by April 15.
- ii. For time off between Oct 1 and April 30: Process/forms will be communicated before August 15. Employees to submit before September 1. The Corporation shall approve or deny the vacation request by Sept 15.

**(b)** Vacation requests made outside of the bi-annual process shall be considered on the basis of "first come first served" and are subject to operational requirements. Such requests cannot displace vacation scheduled by a junior employee.

## ARTICLE 28 - PAID HOLIDAYS

**28.01** The following will be paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	December 24 <sup>th</sup>
Victoria Day	Christmas Day
Canada Day	Boxing Day
National Day for Truth and Reconciliation	

In addition, any other day proclaimed as a holiday by the Federal or Provincial Governments or by the City of Burlington, shall be observed as a paid holiday.

**28.02** When any of the above-noted holidays fall on a seniority employee's scheduled day off, the employee shall receive another day's pay at their standard basic rate or, if in the judgement of the Corporation it will not adversely affect operations, the employee shall be given an **alternate** day off with pay at a time mutually agreed upon by the employee and the Corporation.

**28.03** To receive pay for a paid holiday or day being observed as a paid holiday, a seniority employee must have worked through the last scheduled working day immediately prior to such holiday and through the first scheduled working day immediately following such holiday except when excused from doing so by reasons of authorized paid absence.

**28.04** An employee required to work on a paid holiday or lieu day being observed as a paid holiday by the operation of clause 28.01 shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for such time worked in addition to any holiday pay to which the employee may be entitled.

**28.05** Seniority employees in Facility Operations whose regular schedule covers seven (7) days a week, shall have the premium payments time and one-half (1-1/2) of the regular hourly rate attached to the exact day a paid holiday falls for all hours worked on those applicable paid holidays.

## ARTICLE 29 - AGREEMENTS

**29.01** The Corporation shall supply to the Union a reasonable number of copies of this Collective Agreement within ninety (90) days of formal signing, unless mutually agreed to by the parties.

The Union agrees to pay one-half (1/2) of the cost for the printing and production of the Collective Agreement. The Corporation will invoice the Local for payment when the final costs of the production of the Collective Agreement is known to the Corporation. A Union shop is to be used for printing and production.

## **ARTICLE 30 - JOB SECURITY**

- 30.01** If, in regard to technological change or alteration of Corporation policy, work now performed by seniority employees becomes redundant, a program of retraining or re-deployment will be undertaken to maintain constructive employment for those displaced. Any such program will consider efficiency of operations, age, seniority and the skills available for reassignment.
- 30.02** When considered needed by the parties, a committee shall be formed comprising of Union and Corporation representatives to deal with technological change.
- a) Training programs and the evaluations thereof shall be determined by this joint committee.
- 30.03** No seniority employee shall be dismissed or have their regular hours reduced by the Corporation because of a technological change.
- 30.04** An employee whose job is changed or who is displaced from their job by virtue of technological change, will suffer no reduction in normal wage or salary rate for a period of up to six (6) months.
- 30.05** Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall, at the expense of the employer, be given a period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operations. There shall be no reduction in wage or salary rates during the training period of any such employee. Upon being placed in the new position, the employee will receive the appropriate rate of that position. An employee who fails to successfully complete the training and be employable in the designated position will be treated in accordance with Article 12.01.

## **ARTICLE 31 - GUARANTEED SERVICE DELIVERS (GSD)**

- 31.01** Whereas the parties wish to implement a Winter Control program to provide service and coverage for a 24 hour/7 day per week basis, and;

Whereas the parties wish to outline the method of operation of the 24/7 coverage for the Roads, Parks and Forestry Department;

The parties hereby agree to the following:

- a) The parties agree that this written agreement will be submitted to the Director of Employment Standards at the Ministry of Labour for approval of the excess weekly hours of Work for the Winter Control program, if required by the Ministry of Labour.

- b) The 24/7 Winter Control Program coverage does not affect any other shift arrangement that may be in operation.
- c) This program will be in operation for the winter period of December through the pay period in which the End of March falls each year with the exact dates to be established by management at the commencement of each winter season. For the purposes of this program, one week equals 7 days.
- d) The 24/7 Sidewalk Winter Control program and the 24/7 Winter Control program shift are based on two shifts (eg. Shift A = 7:00 am to 7 pm; Shift B = 7:00 pm to 7:00 am in rotating one-week cycles). The shifts are implemented at the discretion of management based on weather predictions and road conditions. When the shifts are not implemented, employees work their normal shifts.
- e) Employees selected to work the 24/7 Winter Control program will be paid a premium of \$6.65 per hour for all hours worked. This premium includes an advanced overtime premium and, a shift premium in addition to their base hourly rate of a Heavy Equipment Operator. These premiums are in lieu of receiving any other premiums. The combined base rate and premiums will be paid on all hours worked' from 0 hours per week up to 60 hours per week. An additional overtime premium at the rate of time and one half will be paid for hours worked in excess of 60 hours per week on the combined rate of HEO and Premium.
- f) Employees selected to work the 24/7 Sidewalk Winter Control program will be paid a premium of \$4.15 per hour for all hours worked. This premium includes an advanced overtime premium and, a shift premium in addition to their base hourly rate of an Equipment Operator. These premiums are in lieu of receiving any other premiums. The combined base rate and premiums will be paid on all hours worked' from 0 hours per week up to 60 hours per week. An additional overtime premium at the rate of time and one half will be paid for hours worked in excess of 60 hours per week on the combined rate of EO and Premium.
- g) The provisions of this **article** supersede Article 22 - Hours of Work and Article 23 - Premium Pay (all articles except 23.07 and 23.09).
- h) Statutory Holidays will be observed as 8 hour of statutory holiday pay. An employee not scheduled for work on that day will have an additional 8 hours pay that week. However, the statutory holiday pay does not affect the employee's hours for that week for overtime purposes.
- i) Full day absences for sick and vacation will be reflected in 8-hour increments.
- j) Employees selected to work the 24/7 Sidewalk Winter Control program or the 24/7 Winter Control program will receive on-call/standby pay of 2

hours per week day; 4 hours per weekend day and, 4 hours per weekday statutory holiday at the GSD hourly rate of pay per hour. An employee may elect to bank their stand-by hours for the first week of the GSD program, up to a maximum of 18 hours per GSD season. **An employee who backfills for the remainder of the season may elect to bank their stand-by hours for their first week of the GSD program, up to a maximum of 18 hours per GSD season.**

- k) Employees selected to work the 24/7 Sidewalk Winter Control program or the 24/7 Winter Control program will be required to report to work within one hour from the time of notification. Employees will be removed from the shift program if they do not report to work on 1 occasion when called if they are not on approved sick leave or in receipt of WSIB lost time payments. If removed from the program, the employee will receive their normal base rate per hour and will not be paid any standby hours for that week. Re-entry into the program will be reviewed on an ongoing basis.
- l) The Winter Control program will incorporate the operation of single person plows and specific vehicles and plowing areas as much as possible.
- m) The process to be used to select employees for the 24/7 shift will be:
  - i) Management will request an expression of interest from the employees.
  - n) All seniority employees have the right to apply to the GSD program. Applicants will also be chosen according to the following factors: qualification, seniority and the Corporation’s ability to backfill their current position with qualified staff. Backfilling will be done based on operational needs and qualifications; will be as determined by management. Each seniority employee who applies to the Winter Control Program will be assessed to determine suitability for participation in the program.

## **ARTICLE 32 - DURATION OF AGREEMENT**

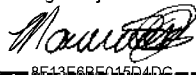
**32.01** This agreement shall remain in effect and force from July 1, 2024 to June 30, 2027, and from year-to-year thereafter, unless either party gives notice in writing not more than ninety (90) days and not less than sixty (60) days prior to the expiry date in any year, of its desire to amend or terminate same. Negotiations will commence within fifteen (15) days of receipt of such notice by either party.

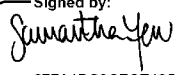
Signed and dated at Burlington, Ontario on \_\_ \_\_\_\_\_, \_\_\_\_\_.

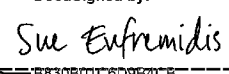
The Corporation of  
The City of Burlington

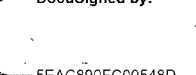
The Canadian Union of Public  
Employees and its Local 44  
The Roads, Parks and Forestry  
Department and The Recreation,  
Community and Culture Department -  
Facility Operations

Original document signed by all parties

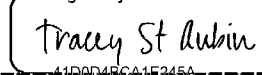
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**Mayor**

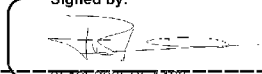
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**Clerk**

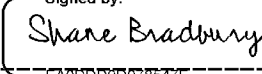
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**Manager, HR Services**

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**Senior Business Partner, LR**

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**CUPE Representative**

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**CUPE Representative**

# APPENDIX A - Arena/Outdoor Pool Operating Structure

## MEMORANDUM OF AGREEMENT

Between

**THE CORPORATION OF THE CITY OF BURLINGTON**  
(hereinafter referred to as the "Employer")

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 44**  
(hereinafter referred to as "The Union")

Whereas the parties wish to develop regular crews that reflect changes in the arena and outdoor pool operating structure; and

Whereas the Corporation and the Union have, in the current Collective Agreement, agreed to the principle of distributing overtime as equally as possible among seniority and probationary employees in their regular crews; and

Whereas the parties agree that this agreement and its terms will amend the current Collective Agreement concerning seniority and probationary employees in Facility Operations and agree that this agreement will continue for the duration of the current Collective Agreement from July 1, 2024 to June 30, 2027.

Therefore, the parties agree to amend the Collective Agreement as follows:

1. For each crew below, there shall be only one overtime distribution period and they are defined as follows:
  - a) **Arenas** as per Collective Agreement (i.e. plus or minus 50 hours)
  - b) For those assigned to the Outdoor Pools crew each summer (Mountainside, Nelson and LaSalle Outdoor Pools), any Overtime hours will be added to their respective Arenas crews to maintain their totals for the entire distribution period. A Secondary Pool Crew list will be maintained on the Overtime Report to show the distribution of any Pool Related Overtime.
2. The Parties agree that the above defines the crews, the dates and the variances. The parties further agree that no other overtime will be accepted for the variance hours or time periods and crews specified.

3. The parties acknowledge that the dates specified are approximate and that the parties acknowledge that they may change from year to year, subject to operational needs and with consultation between the parties.
4. When a **new** Arena/Pool Operator **starts employment**, that employee will be credited with an amount of overtime hours equal to the lowest hours of an employee on the overtime list within that crew.
5. Due to the nature of the shift work in the Arena/Outdoor Pool Operation, the parties agree that the meaning of "unavailable" in relation to Article 23.06 (g) does not apply to
  - a) an Operator who is already working their regular shift during a time when Overtime is being offered.
  - b) an Operator who would be ineligible for an Overtime shift due to provisions in Articles 22.07 and 27.04 (a)

## **APPENDIX B – Overtime Distribution Process**

Below are the steps by season and crew to be taken when OT is being distributed. The star method will be used to track OT offering. Any unique circumstances will be discussed with the union prior to offering OT. In summer months (approximately April to October/November), staff OT hours will be posted by Supervisor. In winter months (approximately November to March), all staff OT hours will be posted in a single list.

### **Summer Operations**

#### **Parks Procedure**

Step 1 – Ask ‘regular crew’ (staff who normally perform the job)

Step 2 – Ask low OT staff in the rest of that Supervisor’s area

Step 3 – Ask low OT staff in rest of Parks Operations

Step 4 – Ask low OT seniority staff

Step 5 – Ask temps/students (order of call would be similar as above, begin first with staff on regular crew who normally perform the work first)

#### **Roads and Drainage Procedure**

Step 1 – Ask qualified staff by low OT hours

- Qualification will be determined by type of equipment/ vehicle requiring operation (ie. specialized equipment or just truck) or by task (ie. traffic control)

Step 2 – Ask temps/students (only for continuation of work)

#### **Road Patrollers/Shifts Procedure**

Step 1 - Ask regular crew

Step 2 – Ask qualified low OT HEO staff as per work required

- Qualification for day shift would be HEO staff with required training (ie. Burnside)
- Qualification for night shift would be all HEO staff

#### **Horticulture Procedure**

Step 1 – Ask regular crew

Step 2 – Ask qualified low OT seniority staff as per required work

Step 3 – Ask temps/students (only for continuation of work)

## **Maintenance Procedure**

Step 1 – Ask regular crew

Step 2 – Ask qualified low OT seniority staff as per required work

Step 3 – Ask qualified temps

## **Winter Operations**

### **Non-GSD Winter Procedure**

Step 1 – Ask low OT staff not on GSD program

Step 2 – Ask qualified temps (only for continuation of work)

### **GSD Procedure**

Step 1 – First, backfill with staff available on current shift (ie. winter shift staff)

Step 2 – Ask qualified low OT staff not on GSD program

## **APPENDIX C - Job Evaluation**

### **THE CORPORATION OF THE CITY OF BURLINGTON (THE CORPORATION)**

**AND**

### **THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL 44**

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This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

#### **ARTICLE 1 – PURPOSE**

In accordance with the Matter of Agreement between the parties dated January 10, 1986, on the implementation of a Joint Job Evaluation Programme, this Manual of Procedures is established recognizing the Job Evaluation Programme agreed to and providing an ongoing maintenance programme consistent with the original agreement. Specifically, for the purpose of providing and maintaining the basis of an equitable wage structure and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

#### **ARTICLE 2 – DEFINITIONS**

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Programme.

<b>Benchmark Job:</b>	or “Key Jobs” are a representative selection of job activities chosen from the classification covered by the Plan. These are used as a basis for comparison and guides for maintaining relativity of rating under the rating Manual.
<b>Collective Agreement:</b>	The Collective Agreements currently in effect between the Corporation and Union Local #44.
<b>Employee:</b>	An employee of the Corporation in the bargaining unit for which Local #44 is the recognized bargaining agent as defined in the Collective Agreement.
<b>Factors:</b>	The major criteria – i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual (Schedule “C”) to measure all jobs covered by this Job Evaluation Programme.
<b>Factor Degrees:</b>	The actual measurement levels within each factor.

<b>Green Circled:</b>	The Wage Rate an employee is receiving that is lower than the wage rate that has been established of the job in accordance with the Job Evaluation Programme.
<b>Incumbent:</b>	An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only).
<b>Job:</b>	A group or range of duties or tasks assigned to and performed by the incumbent(s).
<b>Job Analysis:</b>	The Process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility effort and the working conditions involved in the performance of that job, through the use of observation and study.
<b>Job Description:</b>	The official record of the principal tasks and duties of a job, as agreed upon by the Joint Job Evaluation Committee.
<b>Job Evaluation:</b>	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual, which forms part of the Collective Agreement, to determine the relationship of the job to other jobs covered by this Job Evaluation Programme.
<b>Job Rating:</b>	The selected degree levels, points, reasons for the rating and the total points established in a job in accordance with the Rating Manual which becomes the official rating for the job.
<b>Joint Job Evaluation Committee:</b>	<p>The Joint Committee appointed by the parties to the Collective Agreement to deal with matters relating to job descriptions and the rating of jobs as governed by this Manual of Procedures and the Rating Manual. The Corporation and Local #44 shall each appoint two (2) * representatives to the Joint Job Evaluation Committee.</p> <p>The Local #44 members of the Committee and any alternatives appointed by Local 44 shall be granted reassignment with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all the rights and privileges of the Collective Agreement to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of</p>

the job the member held prior to an appointment to the Committee.

**Out of Schedule Rate:** A Job rate to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Programme.

**Points:** The numerical expression adapted for measurement of each degree within each factor.

**Rating:** The Rating Manual as set out in the Collective Agreement contains the basic guides for analyzing and evaluating the content of a job from the job description.

**Red Circled:** The Job Rate an employee is receiving that is in excess of the Job Rate that has been established for the job in accordance with the Job Evaluation Programme.

**Total Points:** The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

**Job Rate Schedule:** The Job Rates as set forth in the Collective Agreement.

### **ARTICLE 3 – FACTORS OF JOB DESCRIPTION AND RATING**

- 3.1** A job description serves to record the basis from which the job is rated and, to compare and judge changes in job content which results, from time-to-time, from new or changed circumstances or requirements of the job.
- 3.2** A job description and the contents therein are for the purposes of rating a job and assigning the job into the proper Job Rate for application of the Job Rate Schedule. The description of a job shall be insufficient detail to enable that job to be identified and rated.
- 3.3** A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.
- 3.4** The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the knowledge, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors which are to be determined by the Joint Job Evaluation Committee.

**3.5 Job ratings serve to:**

- a) Provide the basis from which to gauge equitable Job Rate relationships between jobs.
- b) Form the foundation from which to measure changes in job content.
- c) Enable the assignment of jobs into their proper Job Rates in the Job Rate Schedule.

**3.6** In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

**3.7** In the application of the Rating Manual, the following general rules shall apply:

**3.7.1** It is the content of the job that is being analyzed, not the individual doing the job.

**3.7.2** Jobs are to be evaluated without regard to existing wage rates.

**3.7.3** Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.

**3.7.4** Workload is not a consideration when evaluating a job.

**3.7.5** No interpolation of factor degrees is to be made in the use of this programme (i.e. no insertion of a factor that falls between the established degrees of the factor).

**3.7.6** The job description and rating of each job shall be relative to, consistent with and conforms to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.

## **ARTICLE 4 – MAINTAINING THE JOB DESCRIPTIONS AND RATINGS**

- 4.1** It is important that the Corporation maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme. It is the intention of the parties to jointly review all job descriptions over a four-year period. Such review shall commence following the finalization of all appeals and problems that arise with the implementation of this Job Evaluation Programme.
- 4.2** Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time-to-time, as a result of a new, or changed, conditions, are as follows:
- 4.2.1** The agreed-upon job descriptions and job ratings which are in effect from July 1, 1985, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
- 4.2.1.1** The job content is changed by the Corporation.
- 4.2.1.2** The job is terminated by the Corporation.
- 4.2.1.3** The job description and/or rating is changed as a result of a successful appeal.
- 4.2.1.4** The job description and/or rating is changed as a result of a decision of the Referee Panel.
- 4.2.2** Whenever the Corporation decides to establish a new job, the following procedure shall apply:
- 4.2.2.1** They shall prepare a job description, which is rated by the Joint Job Evaluation Committee and a Job Rate is established for the new job.
- 4.2.2.2** An employee(s) shall be appointed or assigned to the new job and a rate applied, in accordance with the Corporation's hiring procedures and the Collective Agreement.
- 4.2.3** Whenever the Corporation changes a job, but the change in job content is less than required to move the job to a different Job Rate, they shall prepare a new description and rating for the job and shall submit this information to Local #44 in accordance with Article 5 of this document.
- 4.2.4** When an agreed-upon change or accumulation of changes in the content of a job results in a change upwards or downwards in the Job Rate:
- 4.2.4.1** The existing description and rating of the job shall be replaced by a revised job description and revised job rating, taking into account the changes in job content and the revised job description and job rating shall be deemed to have been established in accordance with Article 5 of this document. It shall be

appropriately signed by the representatives on the Joint Job Evaluation Committee.

- 4.2.4.2** The revised job shall be reassigned to the appropriate Job Rate in accordance with Article 6 of this document and there assignment shall become effective from the first date of the most recent change in job content, on the next payroll following the evaluation date. If applicable, the provisions of Article 4.2.2.5 and Article 4.2.2.6 shall apply to an employee who was assigned to the job.
- 4.2.5** Should Local 44 consider that the Corporation has established a new job or changed the content of an existing job and no new job description or rating has been developed by the Employer:
- 4.2.5.1** Local #44 shall notify the Corporation i.e. appropriate supervisor with copies to Department Head and Assistant Director in writing of its contention that the job has changed, the reasons in detail for its contention and a request that a new description and rating be prepared for the job in accordance with Article 5 of this document.
- 4.2.5.2.** If the Corporation finds Local #44's request to be justified, a new job description and job rating shall be established and a new Job Rate shall be assigned to the job in accordance with the provisions of Schedule "C" (Rating Manual).
- 4.2.5.3** If the Corporation does not find Local #44's request to be justified, they shall notify Local #44 in writing, of its decision, within fifteen (15) working days following receipt of the Local #44's written request. Local #44 may within thirty (30) days following receipt of the Employer's decision, refer the dispute to the referee panel. All relevant job evaluation documentation shall be available for presentation as evidence.
- 4.2.5.4** If it is determined that Local #44's request or appeal is justified and a new Job Rate is assigned, the new Job Rate, except as otherwise provided, shall be effective as of the date the job was referred to the Referees.
- 4.2.6** If a change in job content results in a lower evaluation and Job Rate for a job, the incumbent of such job whose existing Job Rate is thus higher than the established Job Rate of the changed job, shall be identified as being "Red Circled".

Each such incumbent employee in a designated "red-circled" job with an assigned "red-circled" job rate. As a result of a lower rating, due to a change in the job content, shall continue to receive such "red-circled" job rate until such time as economic adjustments cause the revised job rate to surpass the "red-circled" job rate.

- 4.2.7** If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of such job whose existing Rate is thus below the

established Job Rate of the changed job, shall be identified as being “Green-Circled”.

Each such incumbent employee in a designated “green-circled” job, with an assigned “green-circled” Job Rate, as a result of a higher rating, due to a change in job content shall receive the assigned “green-circled” job rate as provided for in Article 4.2(d) (ii).

- 4.2.8** The Corporation shall notify Local #44 in writing within twenty-one (21) working days of any change in the identification details of a job, i.e. department, job code or job title.
- 4.2.9** If the Corporation decided a job classification is dormant, Local #44 shall be notified, in writing, within twenty-one (21) working days of such decision.
- 4.2.10** In the event an out-of-schedule rate for a job classification is introduced by the Corporation, Local #44 shall be notified and it shall continue in effect until the Employer decides that the conditions which gave rise to it no longer exists. At that time the rate for the job classification shall be the evaluated rate, but any employee who was being paid the out-of-schedule rate shall continue to be paid the equivalent of the out-of-schedule rate, while working in the classification, for a period of three (3) months following the Employer’s termination of the out-of-schedule rate. All employees to whom this clause is applicable shall be notified accordingly, of the evaluated rate for the job classification.

## **ARTICLE 5 – DESCRIBING AND RATING A JOB**

- 5.1** The procedure for describing and rating a job shall be as follows:
  - 5.1.1** The Corporation shall prepare a proposed job description in accordance with the requirements of this Manual.
  - 5.1.2** The Joint Job Evaluation Committee shall review the proposed job descriptions with the objective of reaching agreement thereon. A Local #44 representative of the Joint Committee shall have the opportunity to conduct an on-the-job review of the job description with the incumbent or incumbents involved. If the Joint Committee reaches agreement on the job description, the job description shall be signed by the Union’s and the Employer’s representative on the Joint Committee and shall be recognized by the parties as the official description of the job.
  - 5.1.3** Following agreement on the job description, the Joint Committee shall attempt to reach agreement on the rating of the job. If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union’s and Employer’s representative on the Joint Committee and shall be recognized by the parties as the official rating for the job.

- 5.1.4** If the incumbent(s) of the job disagree(s) with the job description or the rating of the job, an appeal on the job description and/or the job rating may be lodged by the incumbent(s) with the Joint Committee. The appeal, shall state, in writing, the reason or reasons why the incumbent(s) disagree(s) with the job description and/or the rating of the job. The Joint Committee shall consider the appeal and inform the incumbent of their decision on the appeal. Such decision shall be considered final and binding upon the parties and upon the employees affected.
- 5.2** In the event the Joint Committee is unable to agree upon the description and the rating for the job, the following procedure shall apply:
- 5.2.1** The Corporation shall install the proposed description and rating for the job and in accordance with Article 6 of this document, the Job Rate to which the job is assigned. The Job rate for the job shall be effective in accordance with Article 4.2(b) (iv) of this document.
- 5.2.2** The Corporation shall provide Local #44 with a copy of the installed job description and rating.
- 5.2.3** Local #44 within thirty (30) days following receipt of the copy of the installed job description and rating, may refer the dispute to the Referees for resolution. Such statement of dispute shall state the Union's particular reasons for disagreeing with the job description and/or the rating of the job and state, what in the Union's opinion, is the correct job description and/or rating and rating level, the particular reasons for such rating and the numerical point values of any disputed factors.
- 5.2.4** All relevant job evaluation documentation shall be available for presentation as evidence.
- 5.2.5** The decision of the Referees shall be considered final and binding. Should the referees not be able to re rule on the dispute, either party may pursue the dispute in accordance with Article 9.05 of the Collective Agreement between the CUPE Locals and the Corporation.

## **ARTICLE 6 – APPLYING THE JOB DESCRIPTION AND RATING**

- 6.1** The job descriptions and ratings determined in accordance with the Manual(s) of Procedure and the Rating Manual(s) apply in the assignment of each job, covered by this Programme, to its appropriate Job Rate.

The current Collective Agreement sets forth the procedures for establishing the Job Rates Schedule for the Job Rates and sets forth the necessary provisions to enable application of the Job Rate to each job and the appropriate Job Rate to each employee in the bargaining unit.

## **APPENDIX D - 12 Hour Shift System**

### **MEMORANDUM OF AGREEMENT**

**Between**

**THE CORPORATION OF THE CITY OF BURLINGTON  
("The Corporation")**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 44  
("The Union")**

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Whereas the parties wish to implement 12 hour shifts on a 24 hour / 7 day per week basis, and;

Whereas the parties wish to outline the method of operation of the 24/7 12 hour shifts for the Roads, Parks and Forestry Department;

The parties hereby agree to the following:

1. The 12-hour shift does not affect any other shift arrangement that may be in operation.
2. Employees working 12-hour shifts will be paid a **90-cent** shift premium for all hours worked. This premium is in lieu of receiving any other shift premium.
3. Employees working a 12-hour shift shall be paid a  $\frac{1}{2}$  hour lunch and 2 - 15-minute breaks.
4. For employees working a 12-hour shift, the work week will consist of 36 hours in week one and 48 hours in week two for a total of 84 hours paid at regular time in a two-week period. The average work week is 42 hours. For all purposes, except where noted, one day equals 12 hours and one week equals 42 hours.
5. Time and one half will be paid for all work performed over 12 hours per shift or over 84 hours biweekly. The provisions of article 23.02 remain in effect.
6. Paid holidays, as identified in 28.01, will be observed on the actual calendar day. Paid Holidays will be observed as 12 hours of statutory holiday pay. An employee not scheduled to work on that day will have an

additional 12 hours of pay that week. However, the 12 hours of statutory holiday pay does not affect the employee's hours of the week for overtime purposes.

7. The following provisions (8 -13) will only apply to those employees assigned to the 12-hour shifts year-round.
8. Full day absences for sick and vacation will be reflected in 12-hour increments.
9. Vacation and sick leave for employees working 12 hours shifts will be calculated based on 42 hours a week.
10. Two Corporate policies provide for 'extra' vacation in days. In the Vacation Policy, Seniority employees accrue one extra day vacation in years 25 to 34 (total 10 days). Employees under the 12-hour shifts will accrue 12 hours for this extra day.
11. The "Retirement Allowance" results in a potential payout of a day per year of service. This was originally meant to be used as time off. As many employees are now using this as a tax-sheltered cash payout, there is a financial impact to the Corporation. For this purpose only, a day would represent 1/5 of a work week, or 8.4 hours (42 hours/5 = 8.4 hrs).
12. Banked overtime is based on time worked. New bank maximums would be set on a one week (42 hours) or two (84 hours) as per existing policy around eligibility to earn one or two weeks.
13. Life Insurance and LTD will be calculated based on a 42-hour week and the employee's hourly rate.
14. The process to be used to select employees for the 24/7 shift will be:
  - a) Management will request an expression of interest from the employees.
  - b) In the event that sufficient interest is not received, staff with the lowest seniority will be appointed based on qualifications, knowledge and physical fitness.
15. This agreement will be appended to the Collective Agreement.

## **Appendix E**

### **Letter of Understanding #1**

**Between**

**THE CORPORATION OF THE CITY OF BURLINGTON  
("The Corporation")**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 44  
("The Union")**

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Employees scheduled to work on a paid holiday, may request to bank up to two (2) statutory days per year at straight time. The use of the two (2) banked days is subject to management approval and the replacement days must be selected by the employee at the time of the request(s). The selected days cannot be one of the designated paid holidays identified in 28.01. Employees who select this option will be paid time and a half for actual hours worked on the statutory holiday. If the banked day(s) in lieu of a statutory holiday are not taken within in the collective agreement contract year (ending June 30), the Corporation will compensate the employee in wages for the unused banked day(s).

These banked day(s) in lieu of a statutory holiday option will be available for the life of this collective agreement only.

## **Appendix F**

### **Letter of Understanding #2**

**Between**

**THE CORPORATION OF THE CITY OF BURLINGTON  
("The Corporation")**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 44  
("The Union")**

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The Corporation, upon written request from the Union Executive, will provide a mailing list including phone numbers up to two (2) times per calendar year.

## **Appendix G**

### **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 44  
("The Union")**

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#### **Job Evaluation**

**Within twelve (12) months of ratification of this Collective Agreement, the Parties will meet to negotiate a new Joint Job Evaluation Tool, Joint Job Evaluation Manual of Procedures inclusive of agreement term, rating tool, data collection (questionnaire), weights, points and bands which may amend or replace Appendix C. The Parties agree to implementation occurring in 2026.**

**While the specific results that will be arrived at from the foregoing analysis are unknown to the parties, the parties agree that the ultimate result will provide a pay structure that provides equal pay for work of equal value, (an internally equitable pay structure).**

**On conclusion of the Joint Job Evaluation the parties shall negotiate the Wage Grid for the purpose of amending Article 25.01 of the Collective Agreement dated July 1, 2024, to June 30, 2027, such Schedule shall be attached thereto. The parties agree that retroactivity, if any, for adjustments to the grid shall be effective January 1, 2026. The parties agree that in the case of classification going down the current incumbents wages will not be reduced and will continue to receive all negotiated wage increases until June 30, 2027.**

**Other than specified points above, if the parties fail to reach agreement the matters outstanding shall be referred to the grievance procedure as set out in the Collective Agreement.**

## Appendix H

### MEMORANDUM OF UNDERSTANDING

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 44  
("The Union")

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#### 18.03 Internal Transfers

On a trial basis for the period of the 2024-2027 Collective Agreement, the following changes will apply:

**18.03** Each September, any regular full-time employees wishing to transfer in the next calendar year in their same job classification will have the opportunity to identify up to two (2) locations\* that they wish to be transferred, should a vacancy arise. When the Corporation has identified a full-time vacancy, they will award the transfer request, in seniority order. If no transfer request has been made such vacancy will be posted as per Article 19.

Locations are as follows:

- Parks East (Paletta, Nelson, Sherwood, Orchard, Garbage trucks)
- Parks West (Hidden Valley, LaSalle, Cityview, Turf Crew, Sportsfield Crew)
- Parks South (Maple, Apeldoorn, Central)
- Parks North (Brant Hills, Lowville, Milcroft, Ireland, Norton, Trim Crew)
- Drainage
- Horticulture
- Roads
- Technical Services

# **Appendix I**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 44**

**("The Union")**

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### **10 Hour Shifts**

**That the parties agree to meet by June 30, 2027 to discuss future possible implementation of a 10-hour shift trial within RPF.**