

SOURCE	Cie		
EFF.	96	09	13
TERM.	98	05	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

**COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**OF THE FIRST PART**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 44,  
 THE ROADS & PARKS MAINTENANCE DEPARTMENT and  
 the PARKS AND RECREATION DEPARTMENT (PLANT OPERATIONS).**

(hereinafter referred to as the "UNION")

**OF THE SECOND PART**

**FOR THE TERM JULY 1, 1998 - JUNE 30, 2001**



**THIS IS AN AGREEMENT ENTERED INTO AT BURLINGTON, ONTARIO AS OF JULY 1, 1998.**

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON

(Hereinafter referred to as the "Corporation")

PARTY OF THE FIRST PART

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL #44, THE ROADS & PARKS MAINTENANCE  
DEPARTMENT and the PARKS AND RECREATION  
DEPARTMENT (PLANT OPERATIONS)

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**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.**

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The terms of this Collective Agreement pertain to those persons who are employed in the Roads & Parks Maintenance Department and the Parks and Recreation Department (Plant Operations) who are identified as employees in Article M2, Relationship, of the Master Collective Agreement between the Corporation and the Union.

**ARTICLE**

1.00

**PART-TIME STUDENT & TEMPORARY EMPLOYEES**

1.01

Temporary employees may be hired for up to nine (9) months in a calendar year 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 save 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.**

- 1.01.1** The Corporation will supply the Union with the names, date of hire and all hours worked by each temporary employee in Plant Operations beginning employment after July 1, 1996. These employees shall be required to pay an amount equal to the current monthly dues on all earnings as a Temporary employee, 30 calendar days after the first day worked at the Temporary rate.
- 1.02** Student labourers may be hired for a period of five (5) months. Student labourers 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 hours in a twenty four hour period without appropriate overtime rates and only after seniority employees within the same crew have been given the opportunity to work.
- 1.03** 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.
- 1.03.1** Students and/or part-time employees in Plant Operations only will not be utilized for vacation or sick coverage of regular seniority employees (with or without supervision).
- 1.03.2** 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).

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

2.00 **REPRESENTATION**

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

2.01.1 Negotiating Committee - Meet with no more than five (5) members.

2.01.2 Grievance Committee - Meet with no more than three (3) members.

2.01.3 J.E.R.C. Committee - Meet with no more than two (2) members.

2.01.4 Labour/Management Committee - Meet with no more than five (5) members.

2.01.5 Safety Committee - Meet with no more than four (4) members.

2.01.6 S.E.A.B. Committee - One (1) representative.

2.02 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.

2.03 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.

2.04 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.



3.00        **SENIORITY**

3.01        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 9.06 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.

3.02        For the purpose of this collective agreement "seniority employee" shall be defined as a person engage for a permanent position who worked six (6) calendar months and any extension thereof provided for in clause 3.01.

3.03        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.

3.04      **Loss of Seniority**

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

An employee shall lose his/her seniority in the event:

- S/he is discharged for just cause and is not reinstated;
- S/he resigns in writing;
- S/he fails 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 two (2) days without notifying the immediate supervisor as to the reason for such absence;
- After a lay-off extending for a period of twelve (12) months.

3.05      The Corporation shall maintain a seniority list showing the current classifications and the date upon which each employee's service commenced. When two 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.

- 4.00        **PROMOTIONS, DEMOTIONS, ETC.**
- 4.01        Promotions, demotions, and transfers within the bargaining unit shall be governed by the following factors:
  - 4.01.1      Knowledge, suitability, efficiency and ability to do the work required.
  - 4.01.2      Physical fitness.
  - 4.01.3      Length of continuous service in the applicable department. When factors 4.01.1 and 4.01.2 are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor 4.01.3 shall govern.
- 4.02        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.

5.00        **JOB POSTING**

5.01.1        The Corporation reserves the right to fill temporarily any job vacancies immediately. Other than as provided in clause 6.01, all permanent and temporary vacancies in permanent positions shall be posted for a period of not less than five (5) working days at all locations at which employees in this bargaining unit are working. Should an employee temporarily assigned to the position apply for, but not be successful for, the employee shall revert to his 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 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.

5.01.2        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.

5.02 The Roads & Parks Maintenance Department employees are eligible to apply for posted positions in the Parks and Recreation Department and Parks and Recreation Department employees are eligible to apply for posted positions in The Roads & Parks Maintenance Department,

5.03 Such notice shall contain the following information:

Job description and wage or salary rate or range.

5.04 The Corporation shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

Type of course (subject and material covered).

Time, duration and location of course.

Minimum qualifications required for applicant.

The bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

Time spent in such training shall be considered to be time worked.

6.00        **TEMPORARY TRANSFER**

6.01        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:

6.01.1        If the transfer is for the convenience of the Corporation and if the rate of pay in the job to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.

6.01.2        If the transfer is at the request of the employee and if the rate of pay in the job to which he is transferred is less than the employer's regular rate of pay, he shall receive such lesser rate.

6.01.3        If the rate of pay in the job to which he is transferred is higher than the employee's regular rate of pay, he shall receive the rate for the job while so engaged.

6.02        A seniority or probationary employee who is transferred to a lower job because of equipment out of service for repair shall retain his regular rate during such period of repair.

6.03        Seniority employees transferred from their jobs through lack of work will be automatically transferred back when work becomes available.

- 6.04        Should an emergency arise an employee may temporarily be transferred to another department without loss of seniority provided both parties are in agreement.
  
- 6.05        Where mutual aid agreements are entered into with municipalities, employees may be temporarily transferred to those municipalities for the duration of the emergency.

7.00        **SAFETY PROVISIONS**

7.01        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.

7.02        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.

7.03        The Corporation agrees to provide protective clothing and uniforms for seniority employees and probationary employees, as stated in the following manner; and that, other than specified, the below-mentioned clothing item(s) for The Roads & Parks Maintenance Department and the Parks and Recreation Department seniority employees shall be replaced at the discretion of management. Worn items must be turned in to be replaced.



7.03

<u>Class</u>	<u>Clothing Issue</u>	<u>Issued</u>
Mechanics Welders Mechanics Helpers Sewer Repairmen Concrete Finishers Spray Patch Ops. Equip. Maint. Per. & Helpers Maintenance H/P & Helper	Coveralls	Rental and clean basis with Corporation paying 100% of cost. Type and amount per week at the discretion of Management.
Spray Patch Ops. Sewer Repairmen Tree Trimmers Paint Gangs Asphalt Crews and other personnel designated by Management.	Additional Protective Clothing	Discretion of Management.
All employees except those listed above in Civic Ops.	Coveralls	One pair per year.
<b>All Civic Ops. Employees</b>	Winter Parkas	Discretion of Management.
All Civic Ops. Employees	Two Shirts Two Pairs Pants Two T-Shirts	By March 31 <sup>st</sup> .

7.03

<u>Class</u>	<u>Clothing Issue</u>	<u>Issued</u>
All Parks employees except Equipment Maintenance Person.	Coveralls	Up to two pair, as needed.
All Parks employees.	Winter Parkas	Discretion of Management.
All Parks employees.	Two Shirts Two Pair Pants Two T-shirts	By March 31 <sup>st</sup>
Golf Course Maintenance Person.	(Same as Parks Employees)	
Arena/Pool Ops.	Three Pair Pants Three Shirts Three T-shirts	By March 31 <sup>st</sup> .
Arena/Pool Ops.	Summer Jacket Winter Parka Coverall	Discretion of Management.

7.03

<u>Class</u>	<u>Clothing Issue</u>	<u>Issued</u>
Cleaners	Two Pair Pants Two Shirts Two T-Shirts	By March 31 <sup>st</sup> .
Cleaners	Summer Jacket/ Coveralls Winter Parka	Discretion of Management.

**Types of winter parkas:**

- Full-length
- 3/4 length
- Bomber

Work gloves and rubber gloves to be replaced on an as-needed basis. Cost of all clothing to be 100% Corporation cost.

7.04

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 the Health and Safety Co-ordinator shall be cause for disciplinary action.

7.04 Seniority employees to whom this clause applies shall be granted an allowance by the Corporation each January of:

- **January 1999 - \$100.00**
- **January 2000 - \$105.00**
- **January 2001 - \$110.00**

for the purpose of purchasing approved safety shoes (boots).

7.05 Seniority employees required by the employer, or who wish to obtain and maintain Class A and D Ontario drivers licences shall, at the employee's option, be entitled to medical examination required by the M.T.O. by the Corporation's physician. Should the employee not wish to be examined by the Corporation's physician, he shall use any other physician at his own expense.

8.00 **HOURS OF WORK**

8.01 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: 8.01 will be for the duration of the contract, then reviewed.**

8.02 For employees assigned to shift work (shift work meaning employment which is regularly carried on outside the normal hours as defined in clause 8.01, 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.

- 8.03 For employees assigned to the Plant 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 and one half (8-1/2) consecutive hours with a one-half (1/2) hour unpaid lunch period except for persons employed as Arena Pool Operators at Arenas and Pools, in the ice and swim seasons respectively, when the working day shall be defined as eight (8) consecutive hours with a one-half (1/2) hour "on-the-job" paid lunch period. For Cleaners in Plant Operations, the 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 8.01.
- 8.04 The Corporation agrees to discuss with the Union Executive any changes proposed by the Corporation in 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.
- 8.05 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.

- 8.06 Foremen, Operations Supervisor and Assistant Operations Supervisors, salaried personnel or those above the rank of Foreman, Operations Supervisor and Assistant Operations Supervisor 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'***

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

9.00 PREMIUM PAY

- 9.01 For shifts more than half 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 fifty (50) cents and ninety-one (91) cents per hour respectively will be paid. A shift premium of fifty (50) cents per hour will be payable for shifts more than half of whose hours are between the hours of 8:00 a.m. to 4:00 p.m. on Saturdays and Sundays. These premiums are not payable when the overtime rate is applicable.

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

- 9.03.1 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.
- 9.03.2 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.
- 9.04 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 9.03 except under conditions acceptable to management.
- 9.05.1 Each employee scheduled for standby over a normal two (2) day weekend (Saturday and Sunday) will receive one (1) day's pay.
- 9.05.2 Each employee scheduled for standby over a Statutory Holiday will receive one-half (1/2) day's pay.
- 9.05.3 Standby pay is in addition to overtime for hours worked during such period.
- 9.06.1 The Corporation agrees to distribute overtime as equally as possible among seniority and probationary employees within regular crews. Regular crews to be defined as:
  - 9.06.1.1 \*\*\* See Appendix "A" Memorandum of Agreement;

9.06.1.2 in The Roads & Parks Maintenance Department on a Supervisor basis. All hours outside of winter control and continuation of regular hours to be on a classification basis;

9.06.1.3 during winter control according to the call-out list for crews in The Roads & Parks Maintenance Department;

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

9.06.1.5 one overtime period shall be used for those employees identified in Article 9.06.1.2, 9.06.1.3 and 9.06.1.4. The overtime distribution period will be from December 1<sup>st</sup> until November 30<sup>th</sup>

**Definition: By classification for Summer operations  
By qualifications for Winter operations**

9.06.1.6 in Article 9.06.1, as equally as possible shall be defined as plus or minus 50 hours, in one year periods.



- 9.06.1.7 Plant Operations seniority employees who wish to volunteer to be part of the Winter Control Emergency Crews shall notify their Supervisor by way of a voluntary sign up sheet (not later than September 15 of any year). Seniority employees who have volunteered will be available to be called in on their days off from Plant Operations requirements. All hours worked by Plant Operations staff on the Winter Control Emergency Crews will not be counted on the overtime distribution list referred to in Article 9.06.1.6. The training of the volunteers from Plant Operations will be provided by the Corporation.
- 9.06.2.1 An employee refusing or unavailable for overtime shall be charged as though he had worked for the total number of hours actually worked. (The meaning of "unavailable" to include sick leave, leave of absences and Union leave).
- 9.06.2.2 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.
- 9.06.3 A list showing the overtime worked by each employee will be posted on the work station 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.
- 9.06.4 Probationary employees shall be credited with the amount of overtime equal to the lowest man on the overtime list within that department, exclusive of zero (0) hours and further will not incur additional cash payments.

9.07 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.

9.08 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.

9.09 **Paid Leave:**

Effective on the commencement date for accumulation (see article 9.09.1 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.

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

9.09.1 For the purpose of accumulating such paid leave earnings, each earning period shall run annually; employees in the T.E.A.M.S. from the first pay period after December 1 of one year to August 31 of the next year; and in the Plant Operations Unit of the Parks and Recreation Department from the first pay period after June 1 of one year to March 31 of the next year.

- 9.09.2 Seniority employees wishing to participate in this paid leave program shall be required to indicate in writing their option to participate by December 1 (May 1<sup>st</sup> in the case of the Plant Operations Section) annually.
- 9.09.3 Subject to the operational needs of the service as determined by management, a seniority employee having up to eighty (80)/forty (40) straight time hours of earnings banked, shall be scheduled by the Corporation for up to eighty (80)/forty (40) hours of paid leave in units of eight (8) hours each to be consumed prior to the next date upon which seniority employees may elect to participate in this program.
- 9.09.4 Plant 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 June 1 and prior to August 1 of the same calendar year. Plant Operations employees remaining in Plant Operations may utilize such banked overtime between April 1 and July 31 of the same calendar year.
- 9.09.5 A seniority employee terminating prior to the consumption of his paid leave earnings bank shall be paid the sum of his earnings bank upon termination.
- 9.09.6 Should the operational needs of the service as determined by management prohibit an employee from consuming his 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 him in cash.

9.09.7 Banking of overtime earnings for the purposes of this clause shall only be permitted persons who are seniority employees on December 31 (May 31 in the case of the Plant 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.

10.00 **WET AND STORMY WEATHER**

10.01 Employees required to work outside during wet or stormy weather shall be supplied with rain coats, hats and boots.

11.00 **DURATION OF AGREEMENT**

This agreement shall remain in effect and force from July 1, 1998 to June 30, 2001, 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.

12.00 **OCCUPATION NAMES AND JOB RATES**

12.01 For the term of this collective agreement, the following shall be the grade, name and hourly rates prevailing for the occupations and effective dates cited:

<u>Occupation Name</u>	<u>July 1/98 Hourly Job Rate</u>	<u>July 1/99** Hourly Job Rate</u>	<u>July 1/2000** Hourly Job Rate</u>
	\$	\$	\$
Foot Patrol Person	13.647	13.920	14.198
Cleaner	14.161	14.445	14.735
Radio Dispatcher	14.161	14.445	14.735
Concrete Finisher Parks	14.231	14.516	14.807
Storm Sewer Inspector I	14.314	14.602	14.894
Labourer	14.662	14.957	15.257
Tree Crew Labourer	14.676	14.971	15.271
Civic Operations Handyperson	14.773	15.070	15.373
Gardener	14.815	15.113	15.416
Carpenter I	14.815	15.113	15.416
Concrete Finisher Maintenance	14.829	15.127	15.431
Small Equipment Maintenance Person	14.829	15.127	15.431
Natural Ice Maintenance Person	14.870	5.170	15.474
Asphalt Raker	14.870	15.170	15.474
Utility Tractor Operator	14.954	15.255	15.561
Truck Driver I	14.968	15.269	15.576
Roller Operator	14.968	15.269	15.576
Truck Driver II	14.981	15.283	15.590
Greenskeeper	15.023	15.326	15.634
Truck Driver II Emulsion Distribution	15.093	15.397	15.706
Street Patrol Person I	15.107	15.411	15.721
Sanitation Vehicle Operator	15.107	15.411	15.721
Concrete Form Setter	15.120	15.425	15.735
Industrial Equipment Operator	15.134	15.439	15.750
Mechanic's Helper	15.148	15.454	15.764
Mobile Maintenance Crew Leader	15.162	15.468	15.779
Golf Course Maintenance Person	15.273	15.581	15.895
Truck Driver III	15.301	15.610	15.924
Courier Driver	15.357	15.667	15.982
Boulevard Maintenance Crew Leader	15.357	15.667	15.982
Mobile Gardener	15.357	15.667	15.982
Storm Sewer Maintenance Person	15.412	15.723	16.040
Tree Trimmer I	15.454	15.766	16.083
Spray Patch Operative	15.468	15.780	16.098
Ditching Inspector	15.482	15.794	16.112
Loader Operator	15.496	15.809	16.127
Gardener Crew Leader	15.537	15.851	16.170
Landscape Gardener	15.551	15.865	16.185
Landscape Maintenance Gardener	15.565	15.880	16.199

<b><u>Occupation Name</u></b>	<b><u>July 1/98 Hourly Job Rate</u></b>	<b><u>July 1/99** Hourly Job Rate</u></b>	<b><u>July 1/2000** Hourly Job Rate</u></b>
Grade All Operator	15.635	15.951	16.272
Boulevard Tree Crew Leader	15.663	15.979	16.301
Street Sweeper	15.663	15.979	16.301
Grader Operator	15.676	15.993	16.315
Parks Operations/Handyperson	15.635	15.951	16.272
Concrete Repairer	15.788	16.107	16.431
Backhoe Operator	15.815	16.135	16.460
Street Patrol Person 2	15.829	16.149	16.475
Park Attendant	15.857	16.178	16.504
Storm Sewer Inspector 2	15.941	16.263	16.591
Mobile Gardener Crew Leader	15.954	16.277	16.605
Arena/Pool Operator	15.968	16.291	16.620
Parks Operations Handyperson Crew Leader	15.982	16.306	16.634
Tree Trimmer II	16.038	16.362	16.692
Landscape Maint. Gardener Crew Leader	16.066	16.391	16.721
Storm Sewer Repairer	16.080	16.405	16.736
Asphalt Repairer Crew Leader	16.177	16.504	16.837
Maintenance Handyperson	16.191	16.519	16.852
Equipment Maintenance Person	16.330	16.661	16.997
Duty Person	16.330	16.661	16.997
Landscape Gardener Crew Leader	16.371	16.703	17.040
Storm Sewer Repair Crew Leader	16.427	16.760	17.098
Tree Primmer III	16.552	16.888	17.229
Carpenter 2	16.802	17.143	17.490
Maintenance Welder	16.858	17.200	17.548
Motor Vehicle Mechanic	18.329*	18.680*	19.037

\* ***Includes Market Premium***

\*\* ***All seniority employees on the payroll at the time of payment shall receive the following signing bonus:  
July 1/99- \$250      July 1, 2000 - \$250***

- 12.01.1 The start rate for a seniority employee who applies for another seniority position and who lacks the required qualifications in accordance with Article 4.01 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.
- 12.02 If a Motor Vehicle Mechanic possesses a provincially approved Diesel and Alternative fuel Certification, s/he will be paid a premium of 75 cents per hour for all hours worked.
- 12.02.1 Motor Vehicle Mechanics shall receive a market premium of \$1.04 per hour, to be paid bi-weekly on top of the rate in the contract. All Apprentices shall receive a percentage of this as per Article 12.06.
- 12.03 No premium rates in this contract shall be used for the calculation of overtime rates.
- 12.04 Probationary employees shall be paid a rate per hour that is 90% of the job rate for the job. Temporary employees shall be paid a rate per hours that is between 70% and 90% of the job rate for the job.
- 12.05 Students employed during the school vacation period and who are student labourers shall be paid between 60% and 70% of the labourer rate, regardless of years of experience.

12.06 **Mechanic's Apprenticeship Program as follows:**

<u>0 - 1800 Hours</u>	Mechanic's Helper rate
<u>1801 - 3600 Hours</u>	Mechanic's Helper rate +20% difference between Mechanic's Helper and Motor Vehicle Mechanic rates
<u>3601 - 5400 Hours</u>	Mechanic's Helper rate + 40% difference
<u>5401 - 7200 Hours</u>	Mechanic's Helper rate + 60% difference
<u>7201 - 9000 Hours</u>	Mechanic's Helper rate + 80% difference
<u>9001 - Certification</u>	Motor Vehicle Mechanic's job rate

12.07 The Corporation shall provide a Mechanic's tool allowance in the amount of \$600 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.



AS AGREED TO, THE FULL TEXT OF ARTICLE M10 IS COPIED TO THE INDIVIDUAL COLLECTIVE AGREEMENT.

M 1 0            **NO STRIKES OR LOCKOUTS**

M 10.01            In view of the orderly procedure established for the disposition of 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.***

M 10.02            In cases where conditions demonstrate that injury to persons or property would result, no seniority employees shall sustain disciplinary action for his failure to cross a picket line where a legal strike or lock-out is in effect.

M 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 the Master Agreement will be at the sole discretion of the Corporation.

SIGNED AND DATED AT BURLINGTON, ONTARIO ON JULY 7, 1999.

THE CORPORATION OF  
THE CITY OF BURLINGTON

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL #44,  
THE ROAD AND PARKS MAINTENANCE  
DEPARTMENT and THE PARKS AND  
RECREATION DEPARTMENT  
- (PLANT OPERATIONS).

DEPUTY Mayor Jack Demisen

[Signature]  
C.U.P.E. Representative

ACTING DEPUTY Clerk [Signature]

[Signature]  
C.U.P.E. Representative

[Signature]  
Director of Human Resources

[Signature]  
C.U.P.E. Representative

Witness R Young

[Signature]  
C.U.P.E. Representative

CITY OF BURLINGTON  
LEGAL  
APPROVED  
PER: [Signature]  
DATE: July 7/99

Donna Clegg  
Witness to above Signatures

AUTHORIZED: BY-LAW: 112-1993  
PRESSED: JUNE 1998  
ITEM: AF-74-98

## Memorandum of Agreement

Between

**THE CORPORATION OF THE CITY OF BURLINGTON**  
("City")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL #44**

("Union")

Whereas the parties wish to resolve the grievance before them, being 1 - 97 - Plant Operations (overtime distribution); 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 Plant Operations and agree that this agreement will continue for the duration of the current collective agreement from May 1, 1996 to June 30, 1998; and

Whereas, subject to review and agreement by both parties, the terms listed below will be incorporated into the next collective agreement

Therefore, the parties agree to amend the collective agreement as follows:

1) The overtime distribution system in Plant Operations shall be distributed by crew, with crews to be defined as:

- Mainway      - Nelson/Skyway
- Central        - Mountainside/Kiwanis
- Summer outdoor Pools

2) For each crew identified in item #1 above, there shall be only one overtime distribution period and they are defined as follows:

- a) Mainway - as per the current collective agreement (i.e. plus or minus 50 hours).

b) Central - One distribution period with a plus or minus 25 hour variance and will operate between September 1st and April 15th of the following year.

c) Mountainside/Kiwanis:

- One distribution period with a plus or minus 25 hour variance which will operate between September 1st and April 1st of the following year.

d) Nelson/Skyway

- One distribution period with a plus or minus 25 hour variance which will operate between August 1st and April 30th of the following year.

e) Summer Outdoor Pool Operations:

- One distribution period with a plus or minus 15 hour variance between two arena/pool operators for an approximate 12 week operation.

3) 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.

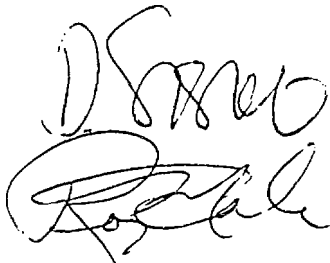
4) The parties acknowledge that the dates specified are approximate and that the parties acknowledge that they may change from year to year subject to operational needs and with consultation between the parties.

5) For the purposes of clarity, the provisions of Article 9.06.2 still apply.

6) The parties also agree that this agreement brings full and final resolve to the grievance.

**SIGNED AND DATED AT BURLINGTON, ONTARIO ON JUNE 2 , 1997**

**FOR THE CORPORATION OF  
THE CITY OF BURLINGTON**



**FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 44**



LOCAL # 44

C.U.P.E.

JOB EVALUATION

MANUAL OF PROCEDURES

BETWEEN

THE CORPORATION OF THE CITY OF BURLINGTON  
(THE CORPORATION)

AND

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

---

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.

Benchmark Job            -    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.

- Collective Agreement - The Collective Agreements currently in effect between the Corporation and Union Local # 44.
- Employee - An employee of the Corporation in the bargaining unit for which Local # 44 is the recognized bargaining agent as defined in the Collective Agreement.
- Factors - 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.
- Factor Degrees - The actual measurement levels within each factor.
- Green Circled - The Wage Rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Programme.
- Incumbent - An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only).
- Job - A group or range of duties or tasks assigned to and performed by the incumbent(s).
- Job Analysis - 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.

- Job Description - The official record of the principal tasks and duties of a job, as agreed upon by the Joint Job Evaluation Committee.
- Job Evaluation - 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.
- Job Rating - The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
- Joint Job Evaluation Committee - 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.

The Local # 44 members of the Committee and any alternates 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 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 in sufficient 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 the 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 rating 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 the 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 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 Job 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 hermination 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 description 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 within 21 working days, 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.

5.1.5 The Corporation may, within 15 working days, appeal a decision on a new job rating by the Joint Job Evaluation Committee and furthermore, may refer that decision on the appeal to the Referees.

5.2 In the event the Joint Committee is unable to agree upon the description and the rating for a 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 4.2.1.4 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 reason 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 In the event that the Referees do not resolve the dispute to the mutual satisfaction of the Corporation and Local **44**, either party may, if they so wish, pursue the dispute in accordance with Article **M9.05(a)(i)(ii)(iii)** of the Master Collective Agreement between the Corporation and Locals 44, 1540 and 2723.

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.



**MASTER COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE CORPORATION OF THE CITY OF BURLINGTON**

**(Hereinafter referred to as the "CORPORATION")**

**OF THE FIRST PART**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCALS #44, 1540 and 2723**

**(Hereinafter referred to as the "UNION")**

**OF THE SECOND PART**

**FOR THE TERM JULY 1, 1998 - JUNE 30, 2001**



This ~~is~~ a Master Agreement entered into at Burlington, Ontario as of **July 1, 1998**.

BETWEEN: THE CORPORATION OF THE CITY OF BURLINGTON

Hereinafter referred to as the "Corporation"

party ~~of~~ the First Part

- AND -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCALS #44, 1540 and 2723

(hereinafter referred to as the "Union")

party ~~of~~ the Second Part

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.

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ARTICLE

**M I        PURPOSE**

M I.01        The general purpose of this agreement is:

M 1.01.1      To establish and maintain collective bargaining relations;

M 1.01.2      To provide machinery for the prompt and equitable disposition of grievances;

M 1.01.3      To establish and maintain working conditions;

M 1.01.4      To prescribe wage and salary levels;

M 1.01.5      To prescribe hours of work for the employees of the Corporation who are subject to the provisions of this agreement.

**M I.02**        The terms of this Collective Agreement shall be deemed to be included in the other individual subsidiary Collective Agreements negotiated between the Corporation and the Union on behalf of each of its locals **44, 1540 and 2723**. One printed contract will be produced with separate pages for individual Local contracts. Union Locals shall pay their relative share of the cost for printing the contract (i.e. **1/4** for each Local and **1/4** for the Corporation). Articles M I0, **M10.01, M10.02 and M10.03** will be incorporated into each Local's **individual** agreement.

**M 2**            RELATIONSHIP

**M 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 & Maintenance Department and Parks and Recreation Department (Plant Operations and Parks only) encumbering positions cited in the pay rate clauses of the subsidiary agreements save and except all persons occupying managerial and supervisory positions including and, without restricting the generality of the foregoing; Transit Terminal staff, Operations Supervisors, Assistant Operations Supervisors, Foremen, Chief Draftsperson, Parking and School Crossing Guards Administrator, dependent contractors, graduate engineers, confidential employees, Casual Transit Operators having less than 1,400 continuous driving hours with the Transit Department of the City of Burlington, 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.

**M 2.02.1**      In the event that new or changed jobs are created within the bargaining unit described in clause **M2.01**, 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 Director of Human Resources 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.

**M 2.02.2**      All matters relating to the establishing, amending or deleting of jobs and their associated job rates, re Locals 44 and 1540 (hourly), shall be in accordance with schedule "B" annexed hereto and forming part of the Collective Agreement.



**M 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:

- M 2.03.1**     Direct the work force including the right to direct, plan and control working operations;
  - M 2.03.2**     Schedule the working hours;
  - M 2.03.3**     Establish jobs, hire, transfer, promote, demote, discipline, maintain order, set standards ~~of~~ performance, determine the **size** of staff, or dismiss employees;
  - M 2.03.4**     Lay-off employees because ~~of~~ lack of work;
  - M 2.03.5**     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.
- M 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.

**M 3**      **NO DISCRIMINATION**

**M 3.01**      The parties agree that they, their agents, members and representatives shall not exercise or practice any discrimination, 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 **M5**, there shall be no union activity, solicitation or meetings on Corporation premises.

**M 4**      **MEMBERSHIP AND CHECK-OFF**

**M4.01**      All employees occupying regular full-time permanent positions and all new employees who have completed thirty (30) days' employment 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. 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 deductions or non deduction of monthly dues.

**M 4.02**      Union dues deductions **shall** be made from the second payroll period each month and shall be remitted to the Treasurer of the Union Local by the fifteenth of the month following accompanied by a listing showing the names of employees from whose pay deductions have been made and their employment status.

**M 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.

**M 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.

**M 5**     REPRESENTATION

**M 5.01** The Corporation acknowledges the right of the Union to appoint or otherwise select a negotiating committee consisting of not more than ten (10) seniority employees for the purpose of negotiating this master agreement and that such seniority employees shall be representative of the three (3) union locals to whose subsidiary Collective Agreement this agreement is an appendix.

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, eight (8) of the employees who are called to attend will not lose pay because of their attendance. The remaining two (2) employees will be considered on leave without pay. The Union will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.

**M 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.

**M 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.

**M 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.

**M 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 of only three (3) Local Union Steward Representatives of Locals 44, 1540 and 2723 shall be given an opportunity to interview each regular full-time employee during working hours with no loss of pay for a period of not exceeding thirty (30) minutes within fifteen (15) days after the completion of the employee's probationary period. The three (3) 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 Director of Human Resources 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 & Maintenance, Human Resources and Parks and Recreation and shall also supply the Union with copies of managerial appointment notices in those departments.

**M 6      GRIEVANCE PROCEDURE**

**M 6.01**    Definition: In this article and article M8, “day” means a working day in the Corporation’s Human Resources Department.

**M 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 he has first given to his immediate supervisor an opportunity to adjust the complaint. If an employee has a complaint he shall discuss it with his 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 his investigation, give his verbal reply within five (5) days. In discussing such complaint the employee may be accompanied by a member of his 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.

**M 6.02    Step 2**

The employee(s) assisted by his Steward or a member of his Union Local’s Grievance Committee may present his alleged grievance to his immediate supervisor in writing on a standard **C.U.P.E.** grievance form. Such grievance shall include:

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

**M 6.02** Step Two (Cont'd)

Failing immediate settlement, the immediate supervisor, in consultation with his Manager shall, after investigation, deliver his decision in writing within five (5) days.

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 ten (10) days within which to investigate and reply, or have his designate investigate and reply, to the grievance. Designate for this purpose will generally be those Assistant Directors within the respective departments.

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 Director of Human Resources who shall have fifteen (15) days within which to investigate and reply to the grievance.

Failing settlement 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 of the reply at Step Four.

**M 6.03** Grievances settled satisfactorily within the time allowed shall date back to the time of the occurrence which led to the grievance.

**M6.04** The Corporation shall supply the necessary facilities for grievance meetings.

**M 6.05** 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:

M 6.05.1 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.

M 6.05.2 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.

M 6.06 A dispute involving a question of general application or interpretation of this agreement may be filed by the Union Local'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.

**M7**      ARBITRATION

**M 7.01** With respect to Arbitration, and in accordance with the relevant provisions of the Labour Relations Act, Section 45 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.

**M 7.02** No Board of Arbitration or single Arbitrator appointed pursuant to the provision of this agreement or pursuant to Section 45 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.

**M 8** MANAGEMENT GRIEVANCES

**M 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.

**M 9** SPECIAL GRIEVANCES

**M 9.01** 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.

**M 9.02** 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.



**M9.03** An employee shall have the right to have his Steward present 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.

**M9.04** A written disciplinary action imposed upon an employee shall be considered purged from the employee's personnel 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.

9.04.1 Every employee shall be notified of the name of his/her immediate supervisor.

**M9.05** JOB EVALUATION (ONLY)

**M9.05.1** Grievance Procedure

Notwithstanding the grievance procedure, as outlined in Article M9, 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 M9, except that the grievance shall be initially filed at Step Three, as provided for in Article M9.1 (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.

M 9.05.2 Arbitration Process

- M 9.05.2.1 Notwithstanding the Arbitration Procedure, as outlined in Article M7, 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 M6.02, 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,
- M 9.05.2.2 In selecting the Chairman, it shall be the responsibility of the parties to advise the prospective Chairman 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 prehearing 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 the Wage and Salary Administration.
- M 9.05.2.3 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.

**M 9.06** An employee shall have the right to have access to review his personnel record and make copies of any material contained in his 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 Director or Deputy Director of Human Resources.

**M 10** NO STRIKES OR LOCKOUTS

**M 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.

**M 10.02** In cases where conditions demonstrate that injury to persons or property would result, no seniority employees shall sustain disciplinary action for his failure to cross a picket line where a legal strike or lock-out is in effect.

**M 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 the Master Agreement will be at the sole discretion of the Corporation.

M 11      TRANSFER OUT OF THE BARGAINING UNIT

M 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.

M 12      LAY-OFFS

M 12.01.1      Definition of Lay-Offs

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

M 12.01.2      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 has previously occupied the position.

In order that the operations of the Union will not become disorganized when lay-offs are being made, members of the Local Executive Board and the Chief Stewards shall be the last persons laid off within their Local during their term of office, as long as full-time work, which they are qualified to perform at their own or a lower wage level is available, and will be paid at the applicable rate for the position.

**M 12.01.3** No New Employees

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

**M 12.01.4** 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.

**M 12.01.5** Grievance Lay-Offs/Recalls

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

**M 12.01.6** Time off to settle Lay-off Matters

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

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

**M 12.02.1** Contracting out services presently being performed by members of the bargaining unit.

**M 12.02.2** Employing temporary or part-time or casual employees (other than employees enrolled in post secondary education institutions and employed by the Corporation in work that is educationally related) 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 establish 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.

**M 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.

**M 13** CORRESPONDENCE

**M 13.01** The Secretary of the Union Local concerned shall be notified by internal mail of all appointments, transfers, temporary transfers, lay-offs, promotions, demotions, recalls and terminations of any member of the bargaining unit at the same time as the employee concerned.

**M 14**      LEAVE OF ABSENCE

**M 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 15 days per employee and an annual maximum of 60 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 total annual leave granted under this clause shall not exceed sixty (60) working days in any calendar year. No one individual to receive more than 15 days per year.

**M 14.01.1**      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. Approval for the leave is subject to the operational requirements of the Corporation and such leave shall not be arbitrarily withheld.

**M 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.

**M 14.02** (Cont'd) However, any additional leave will be dealt with on its own merits but in any case the employee shall not be entitled to the provisions of **Articles MI6** and **MI7** for the duration of such leave unless an arrangement is made to reimburse the Corporation for cost of such coverage under Article **MI6**. Costs of insurance coverage under Article **MI6** shall be borne by the Corporation if the approved leave of absence is four (4) weeks or less.

**MI4.03** 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 his 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.

**MI4.04** 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.

**M 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 provided that such subpoenaed witness" service not be longer than two (2) working days. 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 his employment shall be considered as time worked at the appropriate rate of pay.



- M 14.05 (Cont'd) The provisions of this clause shall not apply to any appearances before the Ontario Labour Relations Board or matters arising therefrom.
- M 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, Legislature of Ontario.
- Two (2) years " leave of absence: full-time position with the Union or any body with which the Union is affiliated.
- M 14.07 A seniority employee who is selected to enrol in the **CUPE** sponsored Labour Management Course shall be granted up to three (3) months unpaid leave in accordance with the provisions of Article M 14.02. ~~In~~ no case shall more than one (1) employee per year per Union local governed by this agreement be granted such leave.
- M 15** BULLETIN BOARDS
- M 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. All such notices shall be approved, prior to posting, by the Department Head or designate within whose jurisdiction the bulletin board is located.

**M16**      **WELFARE**

M 16.01.1    The Corporation will continue to pay 100% of the premiums for the following coverage for all seniority employees:

M 16.01.1    Group Life Insurance.

M 16.01.1.2 Major Medical to include vision care up to a maximum of \$200 per two calendar years, with \$10.00 (single) and \$20.00 (family) deductible, and Supplementary Hospital.

M 16.01.1.3 Basic with Rider 1 Dental Health Insurance Plan at 100% of insured charges; Riders 2 and 4 at 80% of insured charges to a maximum of \$1,750 per insured personal in twelve (12) consecutive months; Rider 3 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).

M 16.01.2    Effective January 1, 1982, each employee 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 his LTD insurance premium.

M 16.01.3    Employees engaged for a regular full-time permanent position shall be enrolled in the Ontario Municipal Employees' Retirement System basic plan.

**M 16.01.4** Temporary & Casual Employees

Effective July 1, 1996:

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

**M 16.01.4.1** Group Life Insurance.

**M 16.01.4.2** Major Medical to include vision care with \$10.00 (single) and \$20.00 (family) deductibles and supplementary hospital.

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.

**M 16.01.5** 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 Major Medical 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 **\$2,000.00.**

**M 16.01.6** Benefits for employees on LTD will be made available at employees' cost - i.e. Major Medical and Dental, but taking advantage of Corporation group rates. Employee, to be defined for this clause, as an individual on the two (2) year initial LTD period and subsequently maintained as full status LTD by the Carrier.

**M 16.02.1** All seniority employees will participate in the Corporation's Sick Leave Plan and may be required to provide a doctor's certificate as per Corporation Sick Pay Policy.

**M 16.02.2** The following conditions shall govern the granting of sick leave with pay:

**M 16.02.2.1** 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**.

**M 16.02.2.2** An employee requesting sick leave of over one (1) day's duration shall inform his immediate supervisor of his intended date and shift ~~of~~ return to work.

**M 16.02.2.3** Except in cases of hospitalization or when otherwise excused by Management, an employee on sick leave with pay shall telephone his immediate supervisor every two (2) working days to re-establish the grounds for ~~his~~ 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.

**M 16.02.3** When in the opinion of the Corporation an employee is abusing the provisions of the Corporation's Sick Leave Policy (abuse to be defined as three 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 suck leave, and/or disciplinary action up to and including discharge may result.

**M 16.03** An employee on sick leave will participate in the welfare provisions ~~of~~ this article until the expiration ~~of~~ his accumulated sick leave.

- M 16.04 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 his regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.
- M 16.05 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, he will reimburse the Corporation for the amount of wages recovered.
- M 16.06 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.

M 17 **VACATIONS**

M 17.01 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 his 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 15<sup>th</sup> of the month rule” applies. This means, for example, that someone who is hired on November 10<sup>th</sup>, because the start date is on or before the 15<sup>th</sup> of the month, his anniversary date or “vacation year” would be November 1<sup>st</sup>. On the other hand, if this employee commenced employment on November 16<sup>th</sup>, his anniversary date ~~or~~ “vacation year” **would** be December 1<sup>st</sup>.

**M 17.01** Vacation - Length

- M 17.01.1** An employee with more than one ~~(1)~~ years' continuous service, but less than four (4) years' continuous service shall receive ~~two~~ (2) weeks vacation with an amount of pay equal to four (4) percent of his gross earnings, exclusive of vacation pay, paid for the previous vacation year.
- M 17.01.2** An employee with more than four (4) years' continuous 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 his gross earnings, exclusive of vacation pay paid for the previous vacation year.
- M 17.01.3** 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 his gross earnings exclusive of vacation pay paid for the previous vacation year.
- M 17.01.4** 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 his gross earnings, exclusive ~~of~~ vacation pay paid for the previous vacation year.
- M 17.01.5** 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 his gross earnings, exclusive of vacation pay paid for the previous vacation year.
- M 17.01.6** 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.

M 17.02     Resignation

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

M 17.02.1   An employee who submits his 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:

<u>Continuous Service</u>	<u>Payment</u>
Up to 4 Years	4% of Gross Earnings
4 Year 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

M 17.02.2   An employee who submits his resignation without giving minimum acceptable notice will receive vacation pay in accordance with the Employment Standards Act, 1970, as amended.

M 17.03     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.

M 17.03.1   Such carried vacation leave (up to five (5) days entitlement) **is** consumed within the first ten (10) months of the following vacation year.

**M 17.03.2** Annual vacation entitlement must be 100% requested in accordance with the sign-up procedure in the respective Locals (C.U.P.E. 44, 1540 and 2723), 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 M 17.06.

M 17.04 General

**M 17.04.1** Subject to clause M 17.03, an employee will not be permitted to waive his vacation, nor will he be allowed to work for the Corporation during his vacation period and receive his salary as well as his vacation allowance.

**M 17.04.2** 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.

**M 17.04.3** Although it is intended that an employee will take his vacation in one period, he may, subject to the approval of Management, divide the vacation into periods of not less than one (1) week, or other periods of not less than one day, as mutually agreed to. An employee will be allowed up to ten (10) days vacation, to be taken one day at a time in the vacation year.

**M 17.04.4** 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.

**M 17.04.5** Providing fifteen (15) working days notice is given and the length of the intended vacation is one week or more, an employee will be permitted to draw his vacation allowance on the last working day preceding the commencement of his vacation. The provision will not apply to those employees who are enrolled or become enrolled in the Direct Deposit Banking System.



- M 17.04.5** 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 additional 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.
- M 17.05** During a seniority employee's last year of service prior to retirement, as provided by the Ontario Municipal Employees' Retirement System, s/he shall be granted additional vacation entitlement in time or payment in the ratio of one ~~(1)~~ day's 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.
- M 17.06** 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.
- M 17.07** 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.

**M 18**      PAID HOLIDAYS**M 18.01**    The following will be paid holidays:

New Year's Day	Civic Holiday (Joseph Brant Day)
Good Friday	Labour Day
* East Monday	Thanksgiving Bay
Victoria Day	* December 24
Canada Day	Christmas Day
	Boxing Day

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.

**M 18.01**    \*East Monday and December 24<sup>th</sup> shall not be observed as public holidays in the Burlington Transit System. However, in lieu of these two paid holidays, seniority employees of the Burlington Transit System shall be allowed two (2) additional days per vacation year annually as paid days off. Upon ten (10) working days notice by the employee, the Corporation shall make all reasonable efforts to schedule such two (2) additional days off contiguous to an employee's regular scheduled days of rest.

Regular seniority employees in Transit will also be paid a rate of time and one-half for all hours worked on Easter Monday and December 24<sup>th</sup>. Seniority employees not working those two days will receive the two lieu days currently mentioned in this article. Seniority employees who work these days will also receive the two lieu days.

One (1) lieu day shall be observed in the period July 1 to December 31<sup>st</sup>; and one (1) lieu day in the period January 1<sup>st</sup> to June 30<sup>th</sup>.

**M 18.02** 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 his standard basic rate or, if in the judgement of the Corporation it will not **adversely** affect operations, the employee shall be given an additional day off with pay at a time mutually agreed upon by the employee and the Corporation. ..

Insofar as the Burlington Transit System is concerned, the parties confirm that the past practice of permitting up to **two** (2) employees off to observe lieu days on any one day will be maintained. In addition to any allotted lieu days already scheduled, Transit will be allowed one (1) employee off on vacation for every ten (10) seniority employees.

**M 18.03** 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.

**M 18.04** An employee required to work on a paid holiday or lieu day being observed as a paid holiday by the operation ~~of~~ clause M 18.01 shall be paid at the rate of one an one-half times hi regular hourly rate for such time worked in addition to any holiday pay to which he may be entitled.

**M 19**      **AGREEMENTS**

**M 19.01**      The Corporation shall supply to the Union a reasonable number of copies of this Collective Agreement within **90** days of formal signing, unless mutually agreed to by the parties.

The Unions agree to pay three-quarters (3/4) of the cost for the printing and production of the Collective Agreements. The Corporation will invoice the respective Locals for payment when the final costs of the production of the Collective Agreements are known to the Corporation. A Union shop is to be used for printing and production.

**M 20**      **JOB SECURITY**

**M 20.01**      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.

**M 20.02**      When considered needed by the parties, a committee shall be formed comprising of Union and Corporation representatives to deal with technological change.

**M 20.02.1**      Training programs and the evaluations thereof shall be determined by this joint committee.

**M 20.03**      No seniority employee shall be dismissed or have his/her regular hours reduced by the Corporation because of a technological change.

**M 20.04** An employee whose **job** is changed **or** who is displaced from his/her 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.

**M 20.05** 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 M 12.01.

**M 21**      **DURATION OF AGREEMENT**

This agreement shall remain in effect and force from July 1, 1998 to June 30, 2001, 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 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 July, 13<sup>th</sup> 1999.

**THE CORPORATION OF  
THE CITY OF BURLINGTON**

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES LOCALS  
#44, 1540 AND 2723**

*DEPUTY* Jack Downey  
Mayor

[Signature]  
Local #44 Representative

[Signature]  
Clerk  
*ACTING DEPUTY*

[Signature]  
Local #44 Representative

[Signature]  
Director of Human Resources

[Signature]  
Local #1540 Representative

Donna Clegg  
R Young  
Witness

J.A. Swielder  
[Signature]  
Local #1540 Representative

CITY OF BURLINGTON  
LEGAL  
APPROVED  
PER: *DES*  
DATE: *July 22/99*

[Signature]  
Local #2723 Representative

[Signature]  
Local #2723 Representative

*Authorised: BY-LAW 112-1993  
PASSED: JUNE 11/98  
ITEM: AF-74-98*

[Signature]  
CUPE NATL.