

Collective Agreement

Between

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



- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2723,
(Hereinafter referred to as the "UNION")**

CUPE

FOR THE TERM JULY 1, 2018 - JUNE 30, 2022

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**THIS IS AN AGREEMENT ENTERED INTO AT BURLINGTON, ONTARIO
AS OF JULY 1, 2018.**

BETWEEN

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

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2723
(Hereinafter referred to as the "Union")**

FOR THE TERM JULY 1, 2018 - JUNE 30, 2022

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.

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	6
ARTICLE 2 - RELATIONSHIP	6
ARTICLE 3 - NO DISCRIMINATION	7
ARTICLE 4 - MEMBERSHIP AND CHECK-OFF	7
ARTICLE 5 - REPRESENTATION	8
ARTICLE 6 - GRIEVANCE PROCEDURE	9
ARTICLE 7 - ARBITRATION	10
ARTICLE 8 - MANAGEMENT GRIEVANCES	10
ARTICLE 9 - SPECIAL GRIEVANCES	10
ARTICLE 10 - NO STRIKES OR LOCKOUTS	11
ARTICLE 11 - TRANSFER OUT OF THE BARGAINING UNIT	11
ARTICLE 12 - LAY-OFFS	12
ARTICLE 13 - CASUAL EMPLOYEES	13
ARTICLE 14 - SENIORITY	15
ARTICLE 15 - PROMOTIONS, DEMOTIONS, ETC.	16
ARTICLE 16 - JOB POSTING AND TEMPORARY TRANSFERS	17
ARTICLE 17 - SAFETY PROVISIONS	17
ARTICLE 18 - LICENCE REQUIREMENTS	19
ARTICLE 19 - HOURS OF WORK AND PREMIUM PAY	20
ARTICLE 20 - HOURS OF WORK & PREMIUM PAY - MECHANICAL STAFF	22
ARTICLE 21 - WAGE RATES	23
ARTICLE 22 - MECHANIC'S APPRENTICESHIP PROGRAM	23
ARTICLE 23 - CORRESPONDENCE	24
ARTICLE 24 - LEAVE OF ABSENCE	24
ARTICLE 25 - BULLETIN BOARDS	25
ARTICLE 26 - WELFARE & BENEFITS	25

ARTICLE 27 - VACATIONS 28
ARTICLE 28 - PAID HOLIDAYS 31
ARTICLE 29 - AGREEMENTS..... 32
ARTICLE 30 - JOB SECURITY 32
ARTICLE 31 - DURATION OF AGREEMENT 32
LETTER OF UNDERSTANDING..... 34
MEMORANDUM OF UNDERSTANDING..... 35

The terms of this Collective Agreement pertain to those persons who are employed in the Transit section of the Transit Department who are identified as employees in Article 2, Relationship, of the Collective Agreement between the Corporation and the Union.

ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this Agreement is:
- a) To establish and maintain collective bargaining relations;
 - b) To provide machinery for the prompt and equitable disposition of grievances;
 - c) To establish and maintain working conditions;
 - d) To prescribe wage and salary levels;
 - e) To prescribe hours of work for the employees of the Corporation who are subject to the provisions of this Agreement.
- 1.02** A printed contract will be produced. The Union Local shall pay their relative share of the cost for printing the contract (i.e. one-half (1/2) for CUPE Local 2723 and one-half (1/2) for the Corporation).

ARTICLE 2 - RELATIONSHIP

- 2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent for all seniority employees only in regular full-time employment, encumbering positions cited in the pay rate clauses of the Agreement save and except all persons occupying managerial and supervisory positions including and without restricting the generality of the foregoing; Transit Terminal staff, Operations Supervisors, dependent contractors, graduate Engineers, confidential employees, Casual Transit Operators having less than one thousand (1,000) continuous driving hours with the Transit section of 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.
- 2.02** In the event that new or changed jobs are created within the Bargaining Unit described in clause 2.01, the Union shall be notified of the job and its pay rate prior to the job being posted. In the event the Union wishes to challenge the pay rate assigned to 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 or designate and other Management officials concerned to discuss the pay rate assigned.

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

2.03 Management Rights

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

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

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

ARTICLE 3 - NO DISCRIMINATION

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

ARTICLE 4 - MEMBERSHIP AND CHECK-OFF

4.01 All employees occupying regular full-time permanent positions and all casual employees with over one thousand (1,000) hours will be required to pay to the Union Local an amount equal to the current monthly dues so long as the Union is the recognized bargaining agent. It is understood that membership is not a requirement. The Union's initial membership initiation fees will also be deducted from each employee's pay provided the Union supplies the Corporation with individual signed authorization from the employees concerned showing the sum to be deducted. The Union will save the Corporation harmless from any form of liability arising from or as a result of deductions or non-deduction of monthly dues.

4.02 Union dues deductions shall be made from each pay period and shall be remitted to the Treasurer of the Union Local by the fifteenth (15th) of the month following accompanied by a listing showing the names of employees from whose pay deductions have been made and their employment status.

4.03 Before the Corporation is obliged to deduct any amount of Union dues, the Union shall advise the Corporation in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further notice to the Corporation and signed by the President of the Union Local concerned. Upon receipt of such notice, such changed amount shall be the amount deducted and remitted.

- 4.04 At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - REPRESENTATION

- 5.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) seniority employees and will recognize and deal with said committee with respect to any matter, which properly arises from time to time during the term of this Agreement. The Union will advise the Corporation of the names of the persons so appointed or otherwise selected.

The employer will pay each employee who is on the Negotiating Committee at the regular rate of pay for all regularly scheduled straight time while attending such meetings with the employer for those meetings dealing with the Local's contract.

The Union will share one-half (1/2) of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.

Management will provide the Union with the names of the Management negotiating team.

- 5.02 The Corporation acknowledges the right of the Union to appoint or otherwise select six (6) Stewards (2 per shift for Operations and 1 per shift for Maintenance) only three (3) of whom at any one time shall be on the Grievance Committee. The Union will advise the Corporation of the names of the persons so appointed or otherwise selected.
- 5.03 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Corporation premises, upon reasonable request, to the Department Head (or designate) concerned, in order to investigate or assist in settlement of grievances arising under this Agreement.
- 5.04 No employee shall make any written or verbal agreement with the Corporation or its representatives which conflicts with the terms of this Collective Agreement.
- 5.05 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out therein, including matters dealing with Union security and dues check-off.

A CUPE National Representative or one (1) Local Union Steward Representative of Local 2723 shall be given an opportunity to interview each new employee during working hours with no loss of pay for a period of not exceeding thirty (30) minutes. The Local Union Stewards referred to in this clause shall be identified to the Corporation by the Union in writing.

Local 2723 may interview Casual Transit Operators with no loss of pay for a period of not exceeding thirty (30) minutes once the Casual Transit Operator has achieved one thousand (1,000) of continuous driving hours with the Transit Department of the Corporation.

- 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, the Union shall supply the Corporation's Director of Human Resources or

designate with the names of its Officers in each department within fifteen (15) days of any changes or appointments. The Corporation shall supply the Union with new and revised organizational charts for the Departments of Transit and Human Resources and shall also supply the Union with copies of managerial appointment notices in those departments.

ARTICLE 6 - GRIEVANCE PROCEDURE

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

6.02 Step One

It is the desire of the parties that complaints of seniority employees be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given to his/her immediate Supervisor an opportunity to adjust the complaint. If an employee has a complaint he shall discuss it with his/her immediate Supervisor within five (5) days of the date of the alleged occurrence and the immediate Supervisor shall, following his/her investigation, give his/her verbal reply within five (5) days. In discussing such complaint the employee may be accompanied by a member of his/her Union'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.

Step Two

The employee(s) assisted by his/her Steward or a member of his/her Union's Grievance Committee may present his/her alleged grievance to his department head in writing on a standard CUPE grievance form within seven (7) days of the decision at Step One, the Department Head or designate concerned shall have fifteen (15) days within which to investigate and reply, or have his/her designate investigate and reply to the grievance. Designate for this purpose will generally be those Managers within the respective departments. Such grievance shall include:

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

Step Three

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

Failing settlement, the Grievance Committee will proceed to grievance mediation. The parties shall mutually agree upon a Mediator and shall equally share the costs. Failing

mediation, the Grievance Committee may proceed to Arbitration, provided notice of such intent within fifteen (15) days after end of grievance mediation.

- 6.03** Grievances settled satisfactorily within the time allowed shall date back to the time of the occurrence which led to the grievance.
- 6.04** The Corporation shall supply the necessary facilities for grievance meetings.
- 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:
- a) The grievor or the Union's Grievance Committee as appropriate, may proceed to the next step of the procedure if the appropriate Corporation official exceeds the time allowed to act.
 - b) Notwithstanding any other provision elsewhere, the Corporation may consider the grievance abandoned if the grievor or Union's Grievance Committee exceeds the time allowed to act.
- 6.06** A dispute involving a question of general application or interpretation of this Agreement may be filed by the Union's Grievance Committee at Step Three of the grievance procedure within ten (10) days of the date of occurrence. The Union President, or identified designate, shall sign all policy grievances. The parties agree that it is mandatory that any unresolved grievances filed under this Article will automatically be referred to a public or private Grievance Mediation Officer prior to proceeding to Arbitration.

ARTICLE 7 - ARBITRATION

- 7.01** With respect to Arbitration, and in accordance with the relevant provisions of the Labour Relations Act, Section 48 of the Labour Relations Act may be invoked by either party after the grievance procedure has been exhausted to resolve any difference relating to the interpretation, application, administration or alleged violation of this Agreement.
- 7.02** No Board of Arbitration or single Arbitrator appointed pursuant to the provision of this Agreement or pursuant to Section 48 of the Labour Relations Act has any jurisdiction whatsoever to alter, modify, amend or make any decision inconsistent with the provisions of this Agreement. No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the grievance procedure.

ARTICLE 8 - MANAGEMENT GRIEVANCES

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

ARTICLE 9 - SPECIAL GRIEVANCES

- 9.01** Where a seniority employee has been suspended or discharged, the grievance will go directly to Step Three within ten (10) days. Such grievance may be settled by confirming the Corporation's action or by reinstating the employee with full compensation for the time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration or single Arbitrator if the Arbitration procedure is invoked.
- 9.02** The 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's Secretary at the same time as the employee is notified.
- 9.03** An employee shall have the right to have their 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/her Steward to be present at the interview and said interview shall take place within twenty-one (21) days of the date of the alleged occurrence or incident to be discussed, provided the employee is actively at work during this time. The employee may waive, in writing, such right to have a Steward present.
- 9.04** A written disciplinary action imposed upon an employee shall be considered purged from the employee's employee file and invalid for purposes of further disciplinary action twelve (12) months after imposition unless there is repetition of the same offence within such twelve (12) months.
- Every employee shall be notified of the name of his/her immediate Supervisor.
- 9.05** An employee shall have the right to have access to review his/her personnel record and make copies of any material contained in his/her 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 of Human Resources or designate.

ARTICLE 10 - NO STRIKES OR LOCKOUTS

- 10.01** In view of the orderly procedure established for the disposition of the employees and/or Management's complaints and grievances, the Corporation agrees that it will not cause or direct any lock-outs of its employees for the duration of this Agreement and the Union agrees there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.
- Definition: In this Agreement "strikes" and "lock-outs" shall have the same meaning as in the Labour Relations Act.
- 10.02** In cases where conditions demonstrate that injury to persons or property would result, no seniority employees shall sustain disciplinary action for his/her failure to cross a picket line where a legal strike or lock-out is in effect.
- 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 Agreement will be at the sole discretion of the Corporation.

ARTICLE 11 - TRANSFER OUT OF THE BARGAINING UNIT

- 11.01** Any seniority employee within the Bargaining Unit appointed to any position not subject to this Agreement shall, after twenty-four (24) consecutive months on the job lose all rights of seniority except for pension and vacation purposes. If the employee returns to the Bargaining Unit within the twenty-four (24) consecutive month periods, they will retain all rights including seniority accrued while out of the Bargaining Unit.
- 11.02** Any employee who accepts an appointment to a position not subject to this Agreement and properly returns, shall not be eligible for subsequent transfers out of the Bargaining Unit until completing three (3) consecutive months in a Bargaining Unit position.

ARTICLE 12 - LAY-OFFS

12.01 Definition of Lay-Offs

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

Role of Seniority in Lay-Offs

- a) 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 Union's 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.

- b) No New Employees

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

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

- d) Grievance Lay-Offs/Recalls

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

- e) Time Off to Settle Lay-Off Matters

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

- 12.02** The Corporation agrees that no regular full-time employee shall be laid off due to the Corporation:
- a) Contracting out services presently being performed by members of the Bargaining Unit.
 - b) Employing temporary or part-time or casual employees provided that in the judgement of the Corporation, the regular employee is capable of doing the work required. If capable of doing the work, the employee will be assigned to a temporary, part-time or casual position and will hold that position until successfully obtaining another seniority position, in accordance with promotion criteria as established in the Union'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 postsecondary institution at a time when regular seniority employees are laid off seasonally.
- 12.03** Prior to a staff report being presented to City Council, the effect of which would be to contract out services presently performed by members of the Bargaining Unit and which would result in a consequential reduction of staff in the Bargaining Unit, the Union shall be supplied with a copy of the report.
- 12.04** In the event of lay-off or recall, employees shall be laid off and recalled in order of their respective seniority provided they are qualified and willing to do the work available.
- 12.05** No employee shall use his/her department seniority to displace or bump another employee who holds seniority in any other department.
- 12.06** **Route Posting:**
- a) In the event that the Corporation eliminates a route and replaces it with another, the Operators on the route being eliminated shall have first priority for assignment to the new route prior to the assignment being posted for general bidding by seniority employees.
 - b) In the event of a new route being added to the system or additional Transit Operators being required for an existing route, all seniority employees shall be eligible to bid for the assignment prior to the Corporation considering any other candidates.

ARTICLE 13 - CASUAL EMPLOYEES

- 13.01** It is expressly understood that the Corporation may engage casual employees for terms of employment of indeterminate duration. The following conditions shall govern the employment of casual employees:
- a) One (1) casual employee may be engaged for every six (6) full-time employees in the complement of the Burlington Transit System.
 - b) Each casual employee may only work the greater of forty (40) hours per week.
 - c) Each month the Corporation shall supply the Union with a listing of manpower and hours worked by casual employees in the preceding month.

- d) The parties recognize that training from either G or BZ licences could require more than one hundred and sixty (160) hours, therefore no hour restrictions will apply.
- e) Casual employees shall not be required to work more hours in a twenty-four (24) hour period than a regular full-time permanent employee without appropriate overtime rates and only after seniority employees in the same classification have been given the opportunity to work.
- f) When appointing regular Full-Time Transit Operators, the Corporation shall, in assessing all candidates, consider:
 - a) Knowledge, suitability, efficiency
 - b) Ability to do the work required
 - c) Hours worked.

When factors a) and b) are relatively equal in the judgement of the Corporation, factor c) shall govern. The Corporation shall not exercise their judgement in an arbitrary or discriminatory manner.

- g) Start date as a Casual Operator, and if the start date is the same, the decision will be on regular hours worked in excess of five hundred (500) hours (excluding overtime hours) as a Casual Operator. Casual Operators with approved absences (specifically illness or WSIB) of greater than one (1) week will be granted 'deemed' hours or work based on the average hours worked per week in the preceding twelve (12) weeks prior to the absence.

The employer's application of this clause may be subject to grievance and Arbitration contained in this Collective Agreement.

- h) Casual Transit Operators shall receive a minimum call-out time of three (3) hours when called out in any twenty-four (24) hour period.
- i) Casual Transit Operators in the Transit Department having one thousand (1,000) hours of actual driving experience on a continuous employment basis, with the Transit Department of the City of Burlington, will have access to the grievance procedure relative to discipline only.

13.02 Casual Transit Operators may be scheduled to work up to 3.4 hours per week for each Regular Full-Time Transit Operator (excluding vacation, sick leave, paid leave, leave of absence, or any other absenteeism on the part of Regular Full-Time Transit Operators, as well as during the period of the summer vacation sign-up schedule). All split shifts must be completed within 13 hours of Casual Transit Operators' start times.

13.03 The Corporation agrees to hire an RFT Transit Operator when a forty (40) hour work week can be assembled.

13.04 Newly hired Casual Transit Operators shall be issued a uniform kit consisting of five (5) shirts, one (1) three in one jacket, one (1) sweater and four (4) dress pants. In each of the following years, 130 points will be available.

Casual Transit Operator	Clothing Item	Point Value	Points Available per year
	Shirts	30	130
	Pants/Shorts	77	

Bomber Jacket/Parka	155
Blazer	250
Sweater	49
Hat	22
Lined Hat	34
Dry T-shirt	33
Long sleeve Mock neck	18
Short sleeve Polo shirt with pocket	55
Lightweight V-neck sweater	31
Driving gloves	35
Socks	30

13.05 The Corporation can replace Casual Operators who are absent or expected to be absent longer than thirty (30) days. If the absent Casual Operator returns they will be placed in active duty. If there are no active positions, the Corporation shall be allowed to go over the casual ratio by two (2) positions until such time as the replacement casual employee can be accommodated in the ratio.

ARTICLE 14 - SENIORITY

14.01 An employee engaged for a regular full-time permanent position shall be on probation and will not be placed on the department's seniority list and shall not have any seniority rights hereunder until he/she has worked six (6) calendar months as a regular full-time employee. Upon request by the Corporation and mutual agreement of the parties, the probationary period may be extended to a maximum of a further two (2) calendar months. It is expressly understood that casual employment shall not count towards the completion of the probationary period.

14.02 For the purpose of this Collective Agreement "seniority employee" shall be defined as a person engaged for a regular full-time permanent position who has worked six (6) calendar months and any extension thereof provided for in clause 14.01.

14.03 Except for the purpose of vacation accumulation, seniority and any other rights accumulated under this Agreement shall not be transferable to any other department, division or section of the Corporation. Similarly, seniority and any other rights accumulated under any other Collective Agreement shall not be transferable to this Agreement except insofar as vacation entitlement is concerned.

Definition: Insofar as the Burlington Transit System is concerned, regular full-time employees are persons engaged to staff the Burlington Transit System to a level sufficient to provide the standard of transit service acceptable to the Corporation if there were no vacations, sick leave, paid leave, leave of absence, or other absenteeism on the part of regular full-time employees. The Corporation agrees that insofar as Burlington Transit is concerned:

- a) The Corporation will not employ part-time employees;
- b) The Corporation in operating charter service, will operate such service utilizing only City of Burlington Transit Operators and City of Burlington owned or leased equipment.

Definition: Working day means a workday in the Corporation's Human Resources Department.

14.04 Loss of Seniority

An employee's seniority rating shall be lost by reason of:

- a) Resignation;
- b) Dismissal which is not reversed through the grievance procedure;
- c) Failure to report for work within a period of five (5) days after receipt of notice of recall from lay-off by registered mail;
- d) Absenting himself/herself from work for more than one (1) working day without notifying his/her immediate Supervisor or Section Head, except under extenuating circumstances acceptable to the Corporation which shall not be exercised in an arbitrary or discriminatory manner;
- e) After a lay-off extending for a period of twelve (12) months.

14.05 Regular Full-Time Transit Operator

The Corporation shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards annually.

14.06 Regular Full-Time Mechanical Staff

Mechanical staff shall have separate seniority and vacation lists recognizing their past years of seniority with the mechanical staff within the Corporation.

14.07 The Corporation shall provide an updated mailing list upon request up to two (2) times per year, of current employees covered under the terms of this Collective Agreement, which includes current address and phone number.

14.08 Temporary employees may be hired for maintenance work for periods 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.

ARTICLE 15 - PROMOTIONS, DEMOTIONS, ETC.

15.01 Promotions, demotions and transfers within this Bargaining Unit shall be governed by the following factors:

- a) Knowledge, suitability, efficiency and ability to do the work required;
- b) Physical fitness;

- c) Length of continuous service. When factors a) and b) are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor c) shall govern.

ARTICLE 16 - JOB POSTING AND TEMPORARY TRANSFERS

16.01 The Corporation reserves the right to fill temporarily any job vacancies immediately. All permanent and temporary vacancies in permanent classified positions in this Bargaining Unit shall be posted for a period of not less than five (5) working days. Should an employee temporarily assigned to the position apply for, but not be successful for, the position, he shall be reverted to his/her 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, reason for non-acceptance will be given in writing within five (5) working days of the position being filled. The above conditions for job postings shall not apply to route postings.

16.02 Job posting notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

16.03 (This Article applies to mechanical staff only)

A seniority employee who is temporarily transferred to a different job within his/her department for either:

Less than twenty (20) consecutive working days

or

To relieve any employee absent because of illness, vacation, or leave of absence, shall be paid while so employed as follows:

- a) If the transfer is for the convenience of the Corporation and if the rate of pay in the job to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive his/her regular rate of pay;
- b) If the transfer is at the request of the employee and if the rate of pay in the job to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive such lesser rate;
- c) If the rate of pay in the job to which he/she is transferred is higher than the employee's regular rate of pay, he/she shall receive the rate for the job while so engaged.

ARTICLE 17 - SAFETY PROVISIONS

Articles 17.02 to 17.04 inclusive, Do Not Apply To Transit Operators Classified As Casuals.

17.01 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 reasonable 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 First Aid Kits.

17.02 Uniform Clothing:

Newly hired Transit Operators (not from casual) shall be issued a uniform kit consisting of five (5) shirts, one (1) three in one jacket, one (1) sweater and four (4) dress pants. In each of the following years, 300 points will be available.

Transit Operator	Clothing Item	Point Value	Points Available per year
	Shirts	30	300
	Pants/Shorts	77	
	Bomber Jacket/Parka	155	
	Blazer	250	
	Sweater	49	
	Hat	22	
	Lined Hat	34	
	Dry T-shirt	33	
	Long sleeve Mock neck	18	
	Short sleeve Polo shirt with pocket	55	
	Lightweight V-neck sweater	31	
	Driving gloves	35	
	Socks	30	

- 17.02**
- a) Alternative summer shirts may be issued in lieu of regular issued shirts at the discretion of Management and option of the employee.
 - b) For the purposes of replacement of the articles noted in 17.02 above, replacement may take place at the discretion of Management, provided the worn-out article(s) is/are turned in.
 - c) Employees not wearing supplied protective or uniform clothing shall be liable for disciplinary action. The supply of uniform or protective clothing shall require the employee to whom it is issued to be, in the opinion of Management properly, cleanly and smartly dressed while on duty.

17.03 (For Mechanics and Maintenance staff only)

	Clothing Item	Point Value	Points Available per year
Mechanic & Maintenance Staff	Pants (vented & non-vented)	50	360
	T-shirts (long sleeve & short sleeve)	10	
	Hoodie/Work shirt	35	
	Sweatshirt	50	

- a) Work gloves, high-visibility coat, raincoat, boots and hat will be provided for inclement weather. Replacement may take place at the discretion of Management provided worn-out articles are turned in.
- b) Crests and logos of Burlington Transit design to be attached by employee at employer's cost;
- c) Employees required to work outside during wet or stormy weather shall be supplied with raincoats, hats and boots;
- d) The Corporation shall provide a pro-rated (based on a calendar year) Mechanic's tool allowance of up to seven hundred dollars (\$700) annually for the purpose of replacement or purchase of tools, to be paid on the last pay in January. It is the employee's responsibility to have the tools required to perform the job. The Corporation shall provide a tool allowance for the Mechanic's Helper of up to three hundred dollars (\$300) annually, for the purpose of replacement or purchase of tools, to be paid on the last pay in January. It is the employee's responsibility to have the tools required to perform the job. Newly hired employees will receive a pro-rate (based on calendar year) tool allowance based on their hire date.

- 17.04**
- a) All uniform clothing supplied at Corporation expense will remain Corporation property and shall be recovered on demand and shall be worn only at times and for purposes authorized by the Corporation. Should an Operator leave the employ of the Corporation, all uniforms must be returned to the Corporation before pay off. The value of unreturned clothing will be deducted from payroll monies on a depreciated basis to be determined by Management.
 - b) Uniforms shall be worn at all times while on duty and for the first shift worked after issue.

- 17.05** Handi-Van Transit Operators and mechanical staff shall be granted an allowance by the Corporation of two hundred dollars (\$200) per year, for the purpose of purchasing C.S.A. approved safety shoes (boots) of a style and standard satisfactory to the Safety Officer. Black Oxford style safety shoes or safety boots required for Handi-Van staff. Regular full-time Handi-Van Operators and mechanical staff safety boot allowance to be pro-rated monthly from the time of appointment for Handi-Van drivers and from the time of completion of the probation period for mechanical staff.

ARTICLE 18 - LICENCE REQUIREMENTS

- 18.01** Effective from October 10, 1979 all seniority Transit Operators holding a Class "B" (school bus) licence or wishing to upgrade to a Class "B" licence shall be reimbursed for the examination cost of doing so.
- 18.02** All Transit Operators shall be required to undergo a physical examination by the Corporation's physician in accordance with M.T.C. licensing requirements and City policy. Physical examinations shall be scheduled to comply with the Corporation's physician's hours of practice, but an employee's physical examination which is scheduled for the same time as his/her regularly scheduled working hours shall not lose pay because of his/her attendance upon the physician.

If the Transit Operator chooses to undergo his/her physical examination through an independent physician, the Corporation will agree to pay up to one hundred dollars

(\$100) once every three (3) years for the medical assessment required to maintain the proper license.

- 18.03** The Corporation will pay up to one hundred and thirty-six dollars (\$136) annually for the full cost College of Trades fees related to the 310T license.
- 18.04** Transit Operators and mechanical staff must advise their Supervisor immediately of any lapses in licensing.

ARTICLE 19 - HOURS OF WORK AND PREMIUM PAY

- 19.01** a) In this Article, "week" shall be defined as seven (7) consecutive days, Sunday to Saturday.

The provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or construed to be, a guarantee of hours of work per day, nor as to the days of work per week, neither shall they be, or construed to be, a restriction as to any maximum hours to be worked.

A sign-up board of run selections, provided by the Corporation, shall be posted for seniority Transit Operators to make their selection of the runs they desire by seniority, not less than six (6) times per year.

A sign-up is to take place if changes occur to a run during the current sign-up period (by seniority from point of change in the board).

The Employer agrees to make best efforts to maintain a work life balance currently enjoyed by employees while allowing for reasonable efficiencies in the scheduling.

- b) The Corporation shall pay a travel allowance at the straight time rate for runs whose shift starting location is different from the shift finish location. The amount of the straight time travel allowance shall be paid based on the following travel time:

Burlington GO Station to Garage	5 minutes
Bus Terminal to Garage	10 minutes
Appleby GO Station to Garage	10 minutes
Burlington GO Station to Bus Terminal	5 minutes
Aldershot GO Station to Garage	15 minutes

Other travel time allowances that may occur in the future shall be paid based on a comparison with the above allowances.

- 19.02** The normal hours of work shall be forty (40) hours per week scheduled over a two (2) week period and designed by the Corporation to meet the needs of the service, ridership patterns and other appropriate factors as determined by Management.
- 19.03** a) For Transit Operators, all split shifts must be completed within twelve and one-half (12-1/2) hours of their starting time but shall incur a premium of forty-one cents (\$0.41), effective July 1, 2012 forty-three cents (\$0.43), and effective July 1, 2013 forty-five cents (\$0.45) for each hour worked not subject to pyramiding. There shall not be more than one (1) unpaid period in a split shift.

- 19.04** Provided the shift is not less than five (5) hours, an unpaid eating period of not less than thirty (30) minutes and not more than sixty (60) minutes will be scheduled as close as possible to the midpoint of the shift. A regular shift shall not have more than one (1) unpaid period. Any run that is not designated on the sign-up board as a split shift will not have a lunch period in excess of sixty (60) minutes. If a longer break period is scheduled in, the employee will receive pay at the regular hourly rate of this Collective Agreement in excess of sixty (60) minute lunch breaks.
- 19.05** A seniority Transit Operator working at least seven (7) hours in a day shall be deemed to have worked eight (8) hours in that day. Overtime compensation at the rate of time and one-half (1-1/2) shall be paid for hours worked in excess of eight (8) hours per day.
- 19.06**
- a) Overtime at the rate of time and one-half (1-1/2) (double time on Sunday) shall be paid for work performed by a seniority employee on his/her day of rest provided the employee has worked forty (40) hours per week in the two (2) week schedule.
 - b) In the event that relief Operators do not show up for a run, overtime at the rate of time and one-half shall be paid for the one (1) trip or one (1) hour, whichever is the lesser for seniority Operators to maintain that run.
- 19.07** Where a seniority Transit Operator cannot complete any scheduled run on account of failure of equipment, shortage of equipment, or adverse weather or road conditions, the driver shall not be penalized in any way for the day on which the failure of equipment, shortage of equipment or adverse weather or road conditions occur.
- 19.08** A seniority Transit Operator who is transferred to a lower classification because of equipment out of service for repair shall retain his/her regular rate during such period of repair.
- 19.09**
- a) With the approval of Management, seniority employees may exchange shifts with each other provided that five (5) working days' notice is given to the Corporation in writing and there is no increase in cost to the Corporation.
 - b) Late Policy:

All written disciplinary actions concerning lateness imposed on an employee shall be considered purged from the file and invalid for purposes of further disciplinary action six (6) months after such imposition, unless there is a repetition of the offence within such six (6) month period.
- 19.10** Foremen, salaried staff or those above the rank of Foreman, shall not perform work normally done by members of the Bargaining Unit, except to meet emergency conditions (which shall include break man service and employee medical and dental appointments) or for the purpose of instruction or experimentation.
- 19.11**
- a) When seniority Transit Operators 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;
 - b) When seniority mechanical staff 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;

- c) When seniority 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.

19.12 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 19.11 except under conditions acceptable to Management.

19.13 The hours of work for janitorial staff shall be such as the Corporation shall schedule from time to time.

ARTICLE 20 - HOURS OF WORK & PREMIUM PAY - MECHANICAL STAFF

20.01 Mechanical staff will not work split shifts. A.M. shifts to be eight (8) hours total in length, excluding a one-half (1/2) hour unpaid lunch. P.M. shifts to be eight (8) hours total in length, including a one-half (1/2) hour lunch break.

20.02 The Corporation agrees to discuss with the Union Executive any proposed changes by the Corporation in the scheduled hours of work of seniority employees 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.

- 20.03** a) Each employee scheduled for standby over a normal two (2) day weekend (Saturday and Sunday) will receive one (1) day's pay;
- b) Each employee scheduled for standby over a Statutory Holiday will receive one-half (1/2) day's pay;
- c) Stand-by pay is in addition to overtime for hours worked during such period.

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

20.05 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 cents (\$0.50) and ninety-one cents (\$0.91) per hour respectively will be paid. These premiums are not payable when the overtime rate is applicable.

ARTICLE 21 - WAGE RATES

21.01 Wage rates for all employees covered by this Collective Agreement shall be those prescribed below: July 1, 2018 – June 30, 2022.

Position	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21
Transit Operator	\$28.50	\$29.58	\$30.17	\$30.77
Transit Operator 90%	\$25.65	\$26.62	\$27.15	\$27.70
Transit Operator 95%	\$27.07	\$28.10	\$28.66	\$29.24
Mechanic - am	\$34.81	\$36.02	\$36.74	\$37.47
Mechanic - am 95%	\$33.07	\$34.22	\$34.90	\$35.60
Mechanic - pm	\$35.19	\$36.40	\$37.13	\$37.87
Mechanic - pm 95%	\$33.43	\$34.58	\$35.28	\$35.98
Mechanic's Helper - am	\$25.76	\$26.27	\$26.80	\$27.33
Mechanic's Helper - am 95%	\$24.47	\$24.96	\$25.46	\$25.96
Mechanic's Helper - pm	\$26.04	\$26.56	\$27.09	\$27.63
Mechanic's Helper - pm 95%	\$24.74	\$25.23	\$25.74	\$26.25
Janitor	\$15.69	\$16.00	\$16.32	\$16.65

21.02 A training premium for driver training will be equal to one-half (1/2) of the difference between an Operator's base wage and an Acting Foreperson's base rate for all hours worked as a trainer, not subject to pyramiding.

21.03 New Full-time and Casual Operators hired after the date of ratification shall be paid at a rate per hour that is ninety percent (90%) of the job rate for the Transit Operator job for the first twelve (12) months (months 1-12) and ninety-five percent (95%) of the job rate for the Transit Operator job for the next twelve months (month 13-24). For the purpose of this Article, a probationary employee is an individual who is not actively employed in the City of Burlington's Transit Department and who has not progressed from active Casual Transit Operator status to Probationary status.

21.04 Effective January 1, 2009, Motor Vehicle Mechanics shall receive a market premium of one dollar and thirty cents (\$1.30) per hour, as part of the base rate. All Apprentices shall receive a percentage of this as per Article 22.01.

21.05 New Mechanics and Mechanics Helper's shall be paid at a rate per hour that is ninety-five percent (95%) of the job rate for the job for the first twelve (12) months (months 1-12).

ARTICLE 22 - MECHANIC'S APPRENTICESHIP PROGRAM

Maintenance and Mechanical Staff Only
Mechanic's Apprenticeship Program as follows:

0 - 1200 Hours	Mechanic's Helper Rate
1201 - 2400 Hours	Mechanic's Helper Rate + 20% difference between Mechanic's Helper and Motor Vehicle Mechanic Rate
2401 - 3600 Hours	Mechanic's Helper Rate + 40% difference
3601 - 4800 Hours	Mechanic's Helper Rate + 60% difference
4801 - 6000+ Hours	Mechanic's Helper Rate + 80% difference

- 22.01** After end of Apprenticeship training program, the employee has twelve (12) months to obtain their certification. If the employee doesn't obtain their certification, they will revert to Mechanic's Helper position and Mechanic's Helper rate. An employee needs Management's agreement to start program.

ARTICLE 23 - CORRESPONDENCE

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

ARTICLE 24 - LEAVE OF ABSENCE

- 24.01**
- a) Leave of absence without pay for the purposes of attending conferences, conventions, and other Union business for seniority employees to a maximum of twenty (20) (from fifteen (15)) days per employee and an annual maximum of sixty-five (65) (from sixty (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.
 - b) 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 ten (10) (from 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.

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

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

- 24.03** 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/her 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.

24.04 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.

24.05 The Corporation shall grant leave of absence without loss of seniority benefits to a seniority employee who serves as a juror or as a subpoenaed witness in any Court. The Corporation shall pay such seniority employee the difference between normal earnings and the payment received for jury service or subpoenaed Court witness, excluding payment for travelling, meals or other expenses.

The seniority employee will present proof of service and the amount of pay received. Time spent by a seniority employee required to serve as a Court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

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

24.06 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 anybody with which the Union is affiliated.

24.07 A seniority employee who is selected to enrol in the two (2) CUPE sponsored Labour College course shall be granted up to three (3) months unpaid leave in accordance with the provisions of Article 24.02. In no case shall more than one (1) employee per year per Union Local governed by this Agreement be granted such leave.

ARTICLE 25 - BULLETIN BOARDS

25.01 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.

ARTICLE 26 - WELFARE & BENEFITS

- 26.01**
- a) The Corporation will continue to pay 100% of the premiums for the following coverage for all seniority employees:
 - b) Group Life Insurance.

- c) **Extended Healthcare** to include vision care up to a maximum of three hundred dollars (\$300) every two (2) calendar years (effective January 1, 2009). The drug plan will cover generic drugs only, unless the physician instructs otherwise. There will be a ten-dollar (\$10) (single) and twenty-dollar (\$20) (family) deductible.
- d) **Dental Insurance Plan with: Preventative/Maintenance** at one hundred percent (100%) of insured charges with a nine (9) month minimum for dental recall for adults and children over sixteen (16) years of age; **Major Restorative treatments** at eighty percent (80%) of insured charges to a maximum of one thousand, seven hundred and fifty dollars (\$1,750) per insured person per calendar year; **Orthodontic treatments** at fifty percent (50%) of insured charges to a lifetime maximum of two thousand dollars (\$2,000) per dependent child. Dental Health Insurance Plan subject to ten-dollar (\$10) (single) and twenty-dollar (\$20) (family) deductibles. Prior year O.D.A. rate shall apply (example: In 1991, 1990 O.D.A. rates shall apply).
- e) **Umbrella paramedic coverage** consisting of Chiropractic, Massage, Acupuncture, Chiropodist, Osteopath, and Podiatrist will be provided to each member of a family maximum of three hundred (\$300) effective January 1, 2009 per insured person per year, and six hundred dollars (\$600) effective July 1, 2010 for any combination of the services stated.

26.02 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/her LTD insurance premium.

26.03 Employees engaged for a regular full-time permanent position shall be enrolled in the Ontario Municipal Employees' Retirement System (OMERS) basic plan.

26.04 Temporary & Casual Employees

Effective July 1, 1996:

- a) The Corporation agrees to pay one hundred percent (100%) of premiums, subject to qualifying periods for:
- b) Group Life Insurance.
- c) **Extended Healthcare** to include vision care with ten-dollar (\$10) (single) and twenty-dollar (\$20) (family) deductibles.

For those employees who work an average of twenty-eight (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.

- d) Effective January 1, 2012, the Corporation agrees to pay fifty percent (50%) of the premiums, subject to qualifying periods for a Dental Insurance Plan with: **Preventative/Maintenance** at one hundred percent (100%) of insured charges with a nine (9) month minimum for dental recall for adults and children over sixteen (16)

years of age; Major Restorative treatments at eighty percent (80%) of insured charges to a maximum of one thousand, seven hundred and fifty dollars (\$1,750) per insured person per calendar year; Orthodontic treatments at fifty percent (50%) of insured charges to a lifetime maximum of two thousand (\$2,000) per dependent child. Dental Health Insurance Plan subject to ten-dollar (\$10) (single) and twenty-dollar (\$20) (family) deductibles. Prior year O.D.A. rate shall apply (example: in 1991, 1990 O.D.A. rates shall apply).

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

26.05 Benefits for Early Retirees

- a) For employees retiring under the provision of early retirement covered by OMERS, the Corporation will pay one hundred percent (100%) of the premiums for Extended Healthcare and Dental Health. The benefits available under this clause will cease to be available to the employee on attainment of age sixty-five (65) years. Upon retirement the employee will receive a paid-up life insurance policy of five thousand dollars (\$5,000).

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

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

26.07 For active full-time employees over the age of sixty-five (65) years of age, the Employer will provide the following benefits:

- a) Dental (major restorative and prevention)
- b) Vision Care and the Umbrella.

26.08 a) All seniority employees will participate in the Corporation's Sick Leave Plan and may be required to provide a doctor's certificate as per the Corporation's Sick Pay Policy. The Corporation will pay up to a maximum of fifty dollars (\$50) for a doctor's certificate, upon the provision of a receipt. Payment will not be made if the doctor does not complete the form provided by the Corporation;

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

- (i) 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/she was unable to do so.
- (ii) An employee requesting sick leave of over one (1) day's duration shall inform his/her immediate Supervisor of his/her intended date and shift of return to work.

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

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

(v) If a seniority employee has twelve (12) or more sick days or three (3) or more incidents in the previous calendar year, they will receive no pay on third (3rd) incident for first three (3) days, unless hospitalized; no pay on fourth (4th) incident for first four (4) days, unless hospitalized and incrementally thereafter. If an employee has less than twelve (12) sick days or less than three (3) incidents in previous year, the current wording in Article 26.08 b) will prevail.

This provision becomes effective January 1, 2010, based on 2009 sick leave statistics.

26.09 An employee on sick leave will participate in the welfare provisions of this Article until the expiration of his/her accumulated sick leave.

26.10 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/her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

26.11 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.

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

ARTICLE 27 - VACATIONS

27.00 Definition: In this clause:

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

“Vacation Year” shall mean from January to December. Employees earn and use vacation in the same year.

In the calendar year an employee is hired to RFT, their vacation shall be calculated based on the number of months left in the year. For the purpose of this calculation the month of hire is included. Vacation time calculated is identified in the chart below:

Start month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
# of days	10	9	8	7.5	7	6	5	4	3	2.5	1.5	1

To determine "service" for vacation purposes, "the fifteenth (15th) of the month rule" applies. This means, for example, that someone who is hired on November 10th, because the start date is on or before the fifteenth (15th) of the month, his/her anniversary date would be November 1st.

On the other hand, if this employee commenced employment on November 16th, his/her anniversary date would be December 1st.

27.01 Vacation

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

27.02 Resignation

- a) For the purpose of this clause, minimum acceptable notice will be considered as ten (10) working days.
- b) An employee who submits his/her resignation with minimum acceptable notice will be paid out any outstanding vacation exclusive of vacation already taken in that year.
- c) An employee who submits his/her resignation without giving minimum acceptable notice will receive vacation pay in accordance with the Employment Standards Act, 2000, as amended.

27.03 Vacation Accumulation and Carry-Over

- a) 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 by October 1 of each year, prior to the vacation sign up. This is subject to approval by the Director of Transit or designate.
- b) Such carried vacation leave (up to five (5) days entitlement) is consumed within the first ten (10) months of the following vacation year.
- c) Annual vacation entitlement must be one hundred percent (100%) requested in accordance with the sign-up procedure in the Local, subject to Management approval. Further, failure to sign-up in accordance with the proceeding will result in Management scheduling the vacation entitlement as per provision contained in Article 27.06.

27.04 General

- a) An employee will not be permitted to waive his/her vacation, nor will he/she be allowed to work for the Corporation during his/her vacation period and receive his/her salary as well as his/her vacation allowance.
- b) Once a vacation has been made, employees will not be permitted to exchange vacations, alter dates nor extend the vacation period without express Management consent.
- c) Although it is intended that an employee will take his/her vacation in one (1) period, he/she 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 (1) day, as mutually agreed to. An employee will be allowed up to fifteen (15) days vacation, to be taken one (1) day at a time in the vacation year.
- d) Vacation allowances shall be exempt from seizure to the fullest extent permitted by law. No employee may assign an interest in any amount which may become payable hereunder.
- e) If a paid holiday is observed during an employee's vacation, such employee will be paid an additional day's pay or; if, in the judgement of the Corporation, it will not adversely affect the operations, the Corporation will make all reasonable efforts to give the employee an 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.

27.05 During a seniority employee's last year of service prior to retirement, as provided by the Ontario Municipal Employees' Retirement System, he/she 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.

27.06 a) Annual vacation entitlement must be one hundred percent (100%) requested in accordance with the sign-up procedure in the Local, subject to Management approval.

Further, failure to sign-up in accordance with the proceeding will result in Management scheduling the vacation entitlement.

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

- 27.07 If termination occurs prior to vacation year end, any vacation used as of the date of termination will be considered in determining the employee's final pay.
- 27.08 One (1) weeks' vacation shall be defined as Sunday to the following Saturday and shall be based on five (5) eight (8) hour days or forty (40) hours per week of vacation.
- 27.09 Transit Operators will be allowed Eight (8) employees off on vacation per week and two (2) employees off for single vacation and or lieu days per day.

The parties agree that the current RFT complement is 115 operators, if the RFT compliment increases, the allotted weekly vacation will increase at a ratio of 1 additional operator will be allowed off for every twelve (12) new RFT positions.

ARTICLE 28 - PAID HOLIDAYS

28.01 The following will be paid holidays:

New Year's Day	Civic Holiday (Joseph Brant Day)
Family Day	Labour Day
Good Friday	Thanksgiving Day
* Easter Monday	* December 24
Victoria Day	Christmas Day
Canada 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.

*Easter Monday and December 24th shall not be observed as public holidays.

However, regular seniority employees in Transit will be paid a rate of time and one-half for all hours worked on Easter Monday and December 24th. All seniority employees will have the option to take one (1) day in lieu or be paid holiday pay for each of these two (2) days.

- 28.02 When any of the above-noted holidays fall on a seniority employee's scheduled day off, the employee shall receive another day's pay at his/her 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.
- 28.03 To receive pay for a paid holiday or day being observed as a paid holiday, a seniority employee must have worked through the last scheduled working day immediately prior to such holiday and through the first scheduled working day immediately following such holiday except when excused from doing so by reasons of authorized paid absence.
- 28.04 An employee required to work on a paid holiday or lieu day being observed as a paid holiday by the operation of clause 28.01 shall be paid at the rate of one and one-half (1-

1/2) times his/her regular hourly rate for such time worked in addition to any holiday pay to which he/she may be entitled.

ARTICLE 29 - AGREEMENTS

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

The Unions agree to pay one-half (1/2) of the cost for the printing and production of the Collective Agreements. The Corporation will invoice the Local 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.

ARTICLE 30 - JOB SECURITY

30.01 If, in regard to technological change or alteration of Corporation policy, work now performed by seniority employees becomes redundant, a program of retraining or re-deployment will be undertaken to maintain constructive employment for those displaced. Any such program will consider efficiency of operations, seniority and the skills available for reassignment.

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

b) Training programs and the evaluations thereof shall be determined by this joint committee.

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

30.04 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.

30.05 Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall, at the expense of the employer, be given a period of time not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operations. There shall be no reduction in wage or salary rates during the training period of any such employee. Upon being placed in the new position, the employee will receive the appropriate rate of that position. An employee who fails to successfully complete the training and be employable in the designated position will be treated in accordance with Article 12.01.

ARTICLE 31 - DURATION OF AGREEMENT

This Agreement shall remain in effect and force from July 1, 2018 to June 30, 2022, 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 THIS 6 DAY OF
Aug, 2019.

THE CORPORATION OF
THE CITY OF BURLINGTON

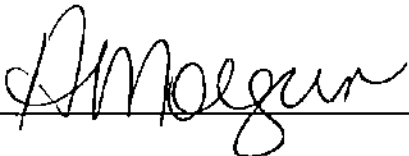
THE CANADIAN UNION OF PUBLIC
EMPLOYEES – LOCAL 2723



Mayor



President, CUPE Local 2723



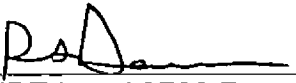
Clerk



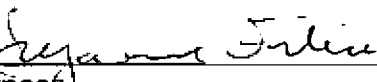
CUPE Local 2723 Representative



Director of Human Resources



CUPE Local 2723 Representative



Witness

CUPE Local 2723 Representative



CUPE National Representative

LETTER OF UNDERSTANDING

Between

The City of Burlington

And

CUPE Local 2723

The parties agree to the following for the life of this agreement:

1. A scheduling committee will be formed and be comprised of up to three (3) members from the local plus the Local President or Designate and up to six (6) members of management.
2. At the first scheduling committee meeting the Transit Planner Analyst will provide an overview of transit scheduling and the related software.
3. The scheduling committee shall meet at minimum of four (4) times per year.
4. The purpose of the committee shall be to review upcoming schedule/roster adjustments and operational concerns.
5. Any recommendation from the committee will be reviewed by the Transit Planner Analyst and the Transit Planner Analyst will advise the Committee of changes and rationale.

For The Employer

For the Union

Letter of Understanding

Between

The City of Burlington

and

CUPE Local 2723

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For the City of Burlington

Gene Gomer
Stella
121st Bm
Lowman
Suzanne Julie

For CUPE Local 2723

B. Buckley
M. Smith
P. Dan
[Signature]
[Signature]

Memorandum of Understanding – Vacation Transition Year (2020)

Between

The City of Burlington

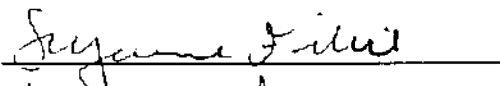
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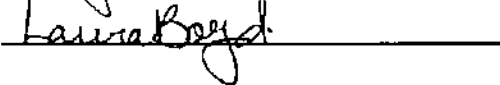
CUPE Local 2723

The parties agree for the purposes of adjusting the current vacation year based on anniversary date to a calendar year (January to December), the following transition shall apply:


1. The transition year shall be 2020.
2. In 2020 all RFT employees will be entitled to their full vacation entitlement on their anniversary date and a prorated entitlement to the end of December 2020.
3. The prorated entitlement will be calculated by the number of months from their anniversary date to December 2020.
4. All RFT employees with a pro-rated entitlement for 2020 will have the option to take the pro-rated time in paid vacation time off or in money. Each employee will need to declare at the time of vacation selection. If employees request to take the paid time off it is understood for the transition year that additional vacation slots may be added to accommodate time off requests. The employer will endeavour to meet the time off request.
5. All vacation balances must be used by December 31, 2020. Any prorated balances remaining on December 31, 2020 will be paid on the first pay in February 2021.
6. Effective date of ratification, newly hired RFT employees will have a vacation date of January in accordance with Article 27.00 of the collective agreement.
7. Effective January 2021 all 2723 employees will have a vacation year of January to December.

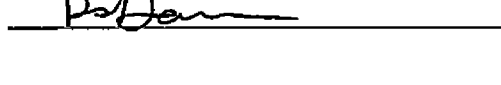
For The Employer





For the Union





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