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C O L L E C T I V E A G R E E M E N T

BETWEEN:

THE CORPORATION OF THE CITY OF BURLINGTON

(HEREINAFTER REFERRED TO AS THE "CORPORATION")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1540

(HEREINAFTER REFERRED TO AS THE "UNION")

FOR THE TERM OF January 1, 2026 TO DECEMBER 31, 2028

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THIS IS AN AGREEMENT ENTERED INTO AT BURLINGTON, ONTARIO AS OF January 1, 2026

BETWEEN THE CORPORATION OF THE CITY OF BURLINGTON

Hereinafter referred to as the "Corporation"

- AND –

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1540

Hereinafter referred to as the "Union"

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 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.

ARTICLE 2 - RELATIONSHIP

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

a) In the event that new or changed jobs are created within the bargaining unit described in clause 2, 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 Chief Human Resources Officer 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.

b) All matters relating to the establishing, amending or deleting of jobs and their associated job rates, shall be in accordance with the Job Evaluation manual annexed hereto and forming part of the Collective Agreement.

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2.02 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 work force 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.

2.03 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 as referenced in 2.01 and all new employees and students 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. Temporary employees and students will not accrue any seniority rights or representation rights by paying an amount equivalent to dues. 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.

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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 Union has the right to appoint or otherwise select a Negotiating Committee for this subsidiary Collective Agreement, and this Negotiating Committee will also act as a Grievance Committee. This committee shall be composed of not more than four (4) seniority employees and the Union President. The Corporation will recognize and deal with this said Committee in respect of any matters which properly arise from time to time.

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, four (4) of the employees who are called to attend will not lose pay because of their attendance. The Union will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.

Management will provide the Union with the names of the Management Negotiating Team.

5.02 When in the opinion of the Corporation, it is deemed necessary to meet with the Union Stewards and such meeting is called by the Corporation during normal working hours, the employees who are called to attend will not lose pay because of their attendance. The Union will share one-half of the cost incurred in meetings at mutually agreed to locations, should they not be City premises.

5.03 The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees who shall have access to the Corporation premises, upon reasonable request, to the Department Head (or designate) concerned, in order to investigate or assist in settlement of grievances arising under this agreement.

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5.04 Members of the committee shall first obtain permission to transact Union business on Corporation time from the Directors of; Engineering Services, Roads, Parks & Forestry Transportation Services, or Recreation, Community and Culture departments. The union shall provide notification to the Director of the department in which the union President works when the union is meeting during business hours or using corporate resources, i.e. virtual meeting.

5.05 Advance notification of proposed Management/Union meeting(s) shall be forwarded by the impacted union members to their immediate Supervisors at least five (5) days prior to such meetings, wherever possible. Human Resources schedules the meetings; it is the local's responsibility to inform their immediate supervisor.

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

5.07 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 Local 1540 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 three (3) Local Union Stewards referred to in this clause shall be identified to the Corporation by the Union in writing.

5.08 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 Local shall supply the Corporation's Chief Human Resources Officer 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 & Forestry, Human Resources, Transportation Services, Engineering Services, and Recreation, Community and Culture.

ARTICLE 6 - TEMPORARY EMPLOYEES

6.01 Temporary employees hired for periods of up to twenty-four (24) months shall, for example but not limited to, be hired to cover increases in workload, for capital projects and leaves of absences of existing employees (e.g. maternity/parental, medical, personal, job rotation or employee development) and while so employed shall not be covered by Articles 7, 19 (with the exclusion of 19.02) 20 and 28, nor shall they have the right to grievance with respect to discharge. Temporary employees and students will not accrue any seniority rights or representation rights by paying an amount equivalent to dues. Their hours of work may be such as the Corporation may determine save that they shall not be required to work more hours

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in a twenty-four (24) hour period than a regular employee without appropriate overtime rates.

6.02 Salaried temporary employees shall be paid at least 95% of the start rate and no more than 95% of the job rate for the position which they occupy.

ARTICLE 7 - SENIORITY

7.01 An employee engaged for a regular full-time 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 they have completed as a regular full-time employee six (6) calendar months' service. If retained by the Corporation after the probationary period, such employee's seniority shall be dated from the day they commenced work. A temporary employee who becomes a permanent employee shall have their seniority dated from the date they commenced work, provided the service is continuous with Local 1540. "A seniority employee" shall be defined as a person engaged for a permanent position and who has worked six (6) calendar months.

a) Upon request by the Corporation, the probationary period of new employees, by mutual agreement, may be extended to a maximum of a further six (6) months.

b) Notwithstanding any other provision of this Agreement, a probationary employee may be terminated for reasons less serious than a seniority employee provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

c) An employee's seniority shall be lost, and the employee be deemed terminated from employment by reason of:

(i) Dismissal which is not reversed through the grievance procedure.

(ii) Resignation.

(iii) Absenting himself/herself from work for more than two (2) working days without notifying their immediate Supervisor or section head except under extenuating circumstances acceptable to the Corporation which shall not be exercised in an arbitrary or discriminatory manner.

(iv) Lay-off extending beyond a period of twelve (12) months.

(v) Failure to report for work within a period of five (5) days after receipt by registered mail of notice of recall from lay-off.

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d) 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 appropriate bulletin boards in January of each year.

e) Where two (2) or more employees have the same start date, Seniority order shall be determined by a random draw. The draw will be conducted by Human Resources in the presence of the union, virtual is acceptable. The results shall be documented in email.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition: In this Article and Article 10, "day" means a working day in the Corporation's Human Resources Department.

8.02 Step One

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

8.03 Step Two

The employee(s) assisted by their Steward or a member of the Union Local's Grievance Committee may present their alleged grievance to their 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
- the alleged occurrence said to have caused the grievance

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

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8.04 Step Three

Failing settlement at Step Two, the grievor and the Grievance Committee may within seven (7) days of the decision at Step Two, present the grievance to the Department Head concerned who shall have ten (10) days within which to investigate and reply, or have their designate investigate and reply to the grievance. Designate for this purpose will generally be those Managers within the respective departments.

8.05 Step Four

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

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

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

8.07 The Corporation shall supply the necessary facilities for grievance meetings.

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

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.

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.

8.09 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

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proceeding to Arbitration. If both parties agree, mediation can be renounced, and the grievance can proceed immediately to arbitration.

ARTICLE 9 - ARBITRATION

9.01 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.

9.02 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 10 - MANAGEMENT GRIEVANCES

10.01 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 11 - SPECIAL GRIEVANCES

11.01 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.

11.02 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.

11.03 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 their Steward to be present at the interview. The employee may waive, in writing, such right to have a Steward present. An employee shall also be offered the right to have their Steward present if they are serving as a witness during a workplace investigation.

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11.04 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 eighteen (18) months after imposition provided that the employee's record has been discipline-free for such eighteen (18) months period.

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

11.06 Job Evaluation (Only)

Employees do not have the right to grieve a decision of the Job Evaluation Committee. In accordance with the Job Evaluation Manual, after all the appeal processes are exhausted, an employee or group of employees can appeal to a mutually agreed upon 3rd party Mediator. Decision of this Mediator is final.

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

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 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.

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

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

ARTICLE 13 - TRANSFER OUT OF THE BARGAINING UNIT

13.01 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.

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The employee shall continue to pay Union dues to Local 1540 while outside the bargaining unit.

The affected employee shall have the right to return to the bargaining unit at any time during the period of temporary transfer by notifying management with four (4) weeks notice.

13.02 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.

13.03 (a) The corporation will inform the Union in writing of any Employees temporarily transferred outside of the bargaining unit and the expected date of return.

ARTICLE 14 - LAY-OFFS

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

(a) Role of Seniority in Lay-Offs

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

(b) No New Employees

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

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(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, they shall be allowed one (1) hour paid leave off work during their last shift to attend to personnel or pay-related matters not yet settled.

(f) Benefits shall remain in effect until the end of the month in which the layoff occurs.

14.02 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 judgment of the Corporation, the regular employee is capable of doing the work required. If capable of doing the work, the employee will be assigned to a temporary, part-time or casual position and will hold that position until successfully obtaining another seniority position, in accordance with promotion criteria as established in the Local's Agreement. The judgment 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.

14.03 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. Management will meet with the Union to advise prior to the report going to Council.

ARTICLE 15 - CORRESPONDENCE

15.01 The Secretary and President of the Union Local shall be notified by email of all lay-offs, demotions, recalls and terminations of any member of the Bargaining Unit at the same time as the employee concerned. The Secretary and President of the Union

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Local concerned shall be provided with a copy of the Letter of Acceptance for all new Bargaining Unit hires and all appointments, transfers, job rotations, temporary transfers and promotions within five (5) days of the start date.

ARTICLE 16 - JOB POSTING

16.01 The Corporation reserves the right to fill temporarily any job vacancies immediately but agrees that it will post notice of any position which are expected to be vacant for more than seven (7) months online for a period of five (5) working days. Any employee wishing to apply shall submit their application online to the Human Resources Department within the five (5) working day period.

16.02 The Corporation reserves the right to immediately fill any temporary job vacancy that is not expected to exceed seven (7) months.

16.03 Such notice shall contain the following information:

Nature of position
Qualifications
Required knowledge and education
Skills
Shift and wage rate or salary range
Date posting opens
Date posting closes

16.04 All qualified internal applicants for any Corporate position shall be given an interview prior to any interviews being conducted with external applicants.

16.05 Where employees enter into a job-sharing arrangement in a Union position, such arrangements will be in accordance with the appropriate Corporate policy on job-sharing.

ARTICLE 17 - TEMPORARY TRANSFER

17.01 When an employee is temporarily transferred to another position of lower pay, at their own request, the employee shall not exceed the job rate of the new position.

a) No employee will suffer or sustain loss of pay as a result of their temporary transfer to a lower job classification from their higher job classification when the transfer is for the convenience of the employer.

17.02 When an employee is temporarily transferred to another position of higher pay rating, the relieving employee shall be placed in the new range that is 5% greater but not to exceed the job rate of the higher rated position.

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17.03 For the purpose of defining a lower and higher pay rating in clauses 17.01 and 17.02 above, insofar as hourly rated employees are concerned, the employee's hourly rate shall be multiplied by the number of annual hours of the position to which the employee is being transferred.

17.04 Employees may be temporarily transferred to another position for periods of up to twelve (12) months or such greater periods, as shall be mutually agreed upon by the parties.

a) An employee in such a temporary transfer will progress through the range on the employee's normal anniversary date as determined by their regular position. The provisions of Article 17.02 will apply for determining the appropriate.

b) An employee whose temporary transfer becomes permanent shall be placed in the salary range of the new position at the rate they were earning as a temporary transfer.

ARTICLE 18 - PROMOTIONS, DEMOTIONS, ETC.

18.01 For promotion, demotion, transfer, lay-off and recall, the following factors shall be considered:

a) Knowledge, suitability, efficiency and ability to do the work required.

b) Length of service as a permanent employee.

When factor a) is relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor b) shall govern.

18.02 The Secretary of the Local Union shall be notified of all appointments, hirings, applications for reclassification, lay-offs, promotions, recalls and terminations of any member of the Bargaining Unit and temporary employees employed at a Union rate within five (5) working days.

18.03 Rate of pay on promotion or reclassification

When an employee is promoted or reclassified to a position in a higher classification, pay treatment will be as follows:

a) An employee promoted to a position with a single hourly job rate shall be paid such job rate effective from the date of their appointment which shall become their new anniversary date for the purposes of advancement in the salary schedule.

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b) An employee promoted through a job competition or whose position is reclassified to a higher salary grade will have their salary increased to start rate or at the lowest step that results in a salary adjustment of not less than 5%, whichever is greater, but not to exceed job rate.

c) An employee's position that is reclassified downwards will be placed in the lower salary range at their existing salary, or the salary range maximum, if their annual salary is above the salary range maximum.

d) For the purposes of advancement in the salary schedule and movement through a salary range, an employee's anniversary date shall be their date of appointment to their present position and classification. This article does not apply to temporary transfers.

18.04 There shall be created by the parties a Job Evaluation Committee comprised of:

The Chief Human Resources Officer or designate (Chairperson/Non-Voting Member)
Two seniority employees, who are nominees of CUPE Local 1540
Two Director nominees from the following departments:

Roads & Parks & Forestry	Engineering Services
Transportation Services	Recreation, Community and Culture

whose obligation it shall be to administer the Job Evaluation Plan in place for salaried positions governed by this subsidiary Collective Agreement.

18.05 The Employer or an employee dissatisfied with the salary grade classification may appeal, in writing, through their Supervisor to the Joint 1540 Job Evaluation Committee for a review of the grade classification in light of job content, complexity, responsibility and other appropriate factors. The employee shall receive a reply to their appeal within twenty (20) working days of presentation.

18.06 Following the original review, a job may only be reviewed for reclassification if, in the opinion of the joint 1540 Job Evaluation Committee, job content, complexity, responsibility or other appropriate factors have changed.

18.07 There shall be created by the parties a Job Evaluation Committee dealing with hourly jobs in Local 1540 comprised of:

Two (2) representatives appointed by the Management of the Corporation of the City of Burlington; Two (2) seniority employee nominees of CUPE Local 1540; and that above appointments may be reviewed by said officers every two (2) years.

18.08 The application of the appeal procedure shall be as outlined in the Manual of Implementation, Appendix B.

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18.09 An employee demoted shall be paid in the grade to which the employee is demoted, not to exceed the job rate.

ARTICLE 19 - WELFARE

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

a) Group Life Insurance

b) Extended Healthcare to include vision care up to a maximum of $350.00 per two calendar years, with $10.00 (single) and $20.00 (family) deductible, effective October 4, 2011. The drug plan will cover generic drugs only, unless the physician instructs otherwise.

c) Dental Insurance Plan with: Preventative/Maintenance at 100% of insured charges with a 9-month minimum for dental recall for adults and children over 16 years of age; Major Restorative treatments at 80% of insured charges to a maximum of $2,000 per insured person per calendar year; Orthodontic treatments at 50% of insured charges to a lifetime maximum of $2,500 per dependent child. Dental Health Insurance Plan subject to $10.00 (single) and $20.00 (family) deductibles. Current year O.D.A. rate shall apply.

d) Umbrella paramedic coverage consisting of Chiropractic, Massage, Acupuncture, Chiropodist, Osteopath, and Podiatrist will be provided to each member of a family to a maximum of $300.00 effective January 1, 2009 per insured person per year, and $600.00 effective January 1, 2010 for any combination of the services stated. Custom-made orthotics up to a maximum of $500 every five calendar years. The orthotics must be prescribed by a physician, podiatrist or chiropodist and must be medically necessary for regular daily living activities (i.e. not for recreational or sport solely).

e) 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 60% of regular monthly salary. The premium costs of this LTD Plan shall be fully paid by each employee individually, but each employee shall receive a pay supplement each month equivalent to their LTD insurance premium.

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

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g) Increase psychology services coverage to $800 per person effective January 1, 2022. Add services of a Master of Social Work (MSW) and Psychotherapist effective January 1, 2022.

19.02 Temporary Employees

The Corporation agrees to pay 100% of premiums, subject to qualifying periods for the benefits in 19.01 a, b, d, f and g, as applicable.

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.

19.03 Benefits for Early Retirees

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

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

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

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

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

a) All absences for which sick leave is claimed must be reported to the immediate Supervisor not less than sixty (60) minutes prior to the commencement of the employee's shift unless the employee can provide an explanation why they were unable to do so.

b) An employee requesting sick leave of over one (1) day's duration shall inform their immediate Supervisor of their intended date and shift of return to work.

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

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

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

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

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

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

ARTICLE 20 - VACATIONS

20.01 Definition: In this clause:

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

"Vacation Year" shall mean from the previous year's anniversary date to the following year's anniversary date.

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

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

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20.02 Vacation

a) An employee with less than ten (10) years' continuous service shall receive three (3) weeks vacation with an amount of pay equal to six (6) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.

b) An employee with more than ten (10) years' continuous service, but less than sixteen (16) years' continuous service shall receive four (4) weeks' vacation with an amount of pay equal to eight (8) percent of their gross earnings exclusive of vacation pay paid for the previous vacation year.

c) An employee with more than sixteen (16) years' continuous service but less than twenty-two (22) years' continuous service shall receive five (5) weeks' vacation with an amount of pay equal to ten (10) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.

d) An employee with more than twenty-two (22) years' continuous service shall receive six (6) weeks' vacation with an amount of pay equal to twelve (12) percent of their gross earnings, exclusive of vacation pay paid for the previous vacation year.

e) 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.

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

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

20.03 Resignation

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

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

Continuous Service	Payment
1 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

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

20.04 Vacation Accumulation and Carry-over

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

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

b) Annual vacation entitlement must be 100% requested in accordance with the sign-up procedure in the Bargaining Unit, 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 20.08.

20.05 General

a) Subject to clause 20.04, an employee will not be permitted to waive their vacation, nor will an employee be allowed to work for the Corporation during their vacation period and receive salary as well as vacation allowance.

b) Once a vacation has been made, employees will not be permitted to exchange vacations, alter dates nor extend the vacation period without express Management consent.

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

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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.

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

20.07 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.

20.08 Employees may request vacation leave which has accrued up to the time of going on vacation to a maximum of ten (10) days. If at the time of resignation or termination for any reason an employee has used more paid vacation time than they have accrued, the difference will be deducted by the Corporation from their final pay. If they have earned more paid vacation time than they have used, the difference will be added to their final pay.

ARTICLE 21 - PAID HOLIDAYS

21.01 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

National Day for Truth and Reconciliation

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

21.02 When any of the above-noted holidays fall on a seniority employee's scheduled day off, the employee shall receive another day's pay at their standard basic rate or, if in the judgement of the Corporation it will not adversely affect operations, the employee

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shall be given an additional day off with pay at a time mutually agreed upon by the employee and the Corporation.

21.03 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.

21.04 An employee required to work on a paid holiday or lieu day being observed as a paid holiday by the operation of clause 21.01 shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for such time worked, in addition to any holiday pay to which the employee may be entitled.

ARTICLE 22 - AGREEMENTS

22.01 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 not to print copies.

The Union agrees to pay 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 23 - JOB SECURITY

23.01 If, in regard to technological change, including the use of artificial intelligence (AI), 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.

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

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

23.03 No seniority employee shall be dismissed or have their regular hours reduced by the Corporation because of a technological change.

23.04 An employee whose job is changed or who is displaced from their job by virtue of technological change, will suffer no reduction in normal wage or salary rate for a period of up to six (6) months.

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23.05 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 14.

ARTICLE 24 - SAFETY PROVISIONS

24.01 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 to the employees. The Corporation will continue its past practice of supplying appropriate protective clothing and safety equipment. Employees failing to wear or use such clothing or equipment, will be subject to disciplinary action.

24.02 Safety Boots

Canadian Standards Association approved safety boots (must be above the ankle boots) shall be worn by all probationary, temporary and seniority employees who are classified as field staff. Job titles of seniority employees to whom this clause applies are listed immediately below and shall be reimbursed up to $200 annually, each January for the duration of the contract by the Corporation, for the purpose of purchasing approved safety boots.

- Graphic Design Technician
- Intermediate Technician Development Inspection
- Senior Traffic Signal Technician
- Utility Coordinator
- Technician Field Services
- Traffic Operations Technician
- Traffic Signal Technician
- Quality Control Coordinator
- Senior Technician Development Inspection
- Corporate Building Operator
- Parking Maintenance Technician
- Traffic Repairperson

Failure to wear safety boots to a style and standards satisfactory to Management and the Health and Safety Co-ordinator shall be cause for disciplinary action.

24.03 All other 1540 seniority employees required to wear safety boots for their position will be entitled to a reimbursement allowance of up to $200, for the purchase of one (1) pair of safety boots under the following conditions:

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a) The seniority employee shall purchase their own safety boots and will be reimbursed upon submission of the proper invoice.

b) Replacement of safety boots shall be subject to Management approval and the condition of the footwear.

c) Safety boots may not be worn outside normal working hours and should normally be left in the office upon completion of the work assignment.

d) At no time shall safety footwear be used for personal reasons outside normal working hours.

Failure to wear safety boots to a style and standards satisfactory to Management and the Health and Safety Co-ordinator shall be cause for disciplinary action.

24.04 Summer gloves and winter mitts shall be provided to seniority employees on Survey Crews.

24.05 Seniority employees required by the employer 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 an employee not wish to be examined by the Corporation's physician, they shall use any other physician at their own expense.

ARTICLE 25 - WAGE RATES

25.01 Annual Salary Rates effective **January 1, 2026 – December 31, 2028**

		January 1, 2026 - 2.00%							
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$ 47,970.00	$ 49,769.00	$ 51,568.00	$ 53,367.00	$ 55,166.00	$ 56,965.00	$ 58,764.00	$ 59,963.00
	Hourly - 70hrs	$ 26.27	$ 27.25	$ 28.24	$ 29.22	$ 30.21	$ 31.19	$ 32.18	$ 32.83
	Hourly - 80 hrs	$ 22.98	$ 23.85	$ 24.71	$ 25.57	$ 26.43	$ 27.29	$ 28.16	$ 28.73
2s	Salary	$ 58,482.00	$ 60,675.00	$ 62,868.00	$ 65,061.00	$ 67,254.00	$ 69,447.00	$ 71,640.00	$ 73,102.00
	Hourly - 70hrs	$ 32.02	$ 33.22	$ 34.43	$ 35.63	$ 36.83	$ 38.03	$ 39.23	$ 40.03
	Hourly - 80 hrs	$ 28.02	$ 29.07	$ 30.12	$ 31.17	$ 32.22	$ 33.27	$ 34.33	$ 35.03
3s	Salary	$ 63,732.00	$ 66,122.00	$ 68,512.00	$ 70,902.00	$ 73,292.00	$ 75,682.00	$ 78,072.00	$ 79,665.00
	Hourly - 70hrs	$ 34.90	$ 36.21	$ 37.52	$ 38.82	$ 40.13	$ 41.44	$ 42.75	$ 43.62
	Hourly - 80 hrs	$ 30.54	$ 31.68	$ 32.83	$ 33.97	$ 35.12	$ 36.26	$ 37.41	$ 38.17
4s	Salary	$ 74,907.00	$ 77,716.00	$ 80,525.00	$ 83,334.00	$ 86,143.00	$ 88,952.00	$ 91,761.00	$ 93,634.00
	Hourly - 70hrs	$ 41.02	$ 42.56	$ 44.09	$ 45.63	$ 47.17	$ 48.71	$ 50.25	$ 51.27
	Hourly - 80 hrs	$ 35.89	$ 37.24	$ 38.58	$ 39.93	$ 41.27	$ 42.62	$ 43.97	$ 44.86
5s	Salary	$ 78,847.00	$ 81,804.00	$ 84,761.00	$ 87,718.00	$ 90,674.00	$ 93,631.00	$ 96,588.00	$ 98,559.00
	Hourly - 70hrs	$ 43.18	$ 44.79	$ 46.41	$ 48.03	$ 49.65	$ 51.27	$ 52.89	$ 53.97
	Hourly - 80 hrs	$ 37.78	$ 39.20	$ 40.61	$ 42.03	$ 43.45	$ 44.86	$ 46.28	$ 47.22

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July 1, 2026 - 2.00%									
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$48,930.00	$50,764.00	$52,599.00	$54,434.00	$56,269.00	$58,104.00	$59,939.00	$ 61,162.00
	Hourly - 70hrs	$ 26.79	$ 27.80	$ 28.80	$ 29.81	$ 30.81	$ 31.82	$ 32.82	$ 33.49
	Hourly - 80 hrs	$ 23.44	$ 24.32	$ 25.20	$ 26.08	$ 26.96	$ 27.84	$ 28.72	$ 29.30
2s	Salary	$59,651.00	$61,888.00	$64,125.00	$66,362.00	$68,599.00	$70,836.00	$73,073.00	$ 74,564.00
	Hourly - 70hrs	$ 32.66	$ 33.89	$ 35.11	$ 36.34	$ 37.56	$ 38.79	$ 40.01	$ 40.83
	Hourly - 80 hrs	$ 28.58	$ 29.65	$ 30.72	$ 31.80	$ 32.87	$ 33.94	$ 35.01	$ 35.73
3s	Salary	$65,006.00	$67,444.00	$69,882.00	$72,320.00	$74,757.00	$77,195.00	$79,633.00	$ 81,258.00
	Hourly - 70hrs	$ 35.60	$ 36.93	$ 38.27	$ 39.60	$ 40.94	$ 42.27	$ 43.61	$ 44.50
	Hourly - 80 hrs	$ 31.15	$ 32.31	$ 33.48	$ 34.65	$ 35.82	$ 36.99	$ 38.15	$ 38.93
4s	Salary	$76,406.00	$79,271.00	$82,136.00	$85,001.00	$87,866.00	$90,732.00	$93,597.00	$ 95,507.00
	Hourly - 70hrs	$ 41.84	$ 43.41	$ 44.98	$ 46.55	$ 48.11	$ 49.68	$ 51.25	$ 52.30
	Hourly - 80 hrs	$ 36.61	$ 37.98	$ 39.35	$ 40.73	$ 42.10	$ 43.47	$ 44.85	$ 45.76
5s	Salary	$80,424.00	$83,440.00	$86,456.00	$89,472.00	$92,488.00	$95,504.00	$98,519.00	$100,530.00
	Hourly - 70hrs	$ 44.04	$ 45.69	$ 47.34	$ 48.99	$ 50.64	$ 52.30	$ 53.95	$ 55.05
	Hourly - 80 hrs	$ 38.53	$ 39.98	$ 41.42	$ 42.87	$ 44.31	$ 45.76	$ 47.20	$ 48.17

January 1, 2027 - 1.875%									
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$49,847.00	$51,716.00	$53,586.00	$55,455.00	$57,324.00	$59,194.00	$ 61,063.00	$ 62,309.00
	Hourly - 70hrs	$ 27.30	$ 28.32	$ 29.34	$ 30.37	$ 31.39	$ 32.41	$ 33.44	$ 34.12
	Hourly - 80 hrs	$ 23.88	$ 24.78	$ 25.67	$ 26.57	$ 27.47	$ 28.36	$ 29.26	$ 29.85
2s	Salary	$60,770.00	$63,048.00	$65,327.00	$67,606.00	$69,885.00	$72,164.00	$ 74,443.00	$ 75,962.00
	Hourly - 70hrs	$ 33.28	$ 34.52	$ 35.77	$ 37.02	$ 38.27	$ 39.52	$ 40.76	$ 41.60
	Hourly - 80 hrs	$ 29.12	$ 30.21	$ 31.30	$ 32.39	$ 33.48	$ 34.58	$ 35.67	$ 36.40
3s	Salary	$66,226.00	$68,709.00	$71,193.00	$73,676.00	$76,159.00	$78,643.00	$ 81,126.00	$ 82,782.00
	Hourly - 70hrs	$ 36.26	$ 37.62	$ 38.98	$ 40.34	$ 41.70	$ 43.06	$ 44.42	$ 45.33
	Hourly - 80 hrs	$ 31.73	$ 32.92	$ 34.11	$ 35.30	$ 36.49	$ 37.68	$ 38.87	$ 39.66
4s	Salary	$77,838.00	$80,757.00	$83,676.00	$86,595.00	$89,514.00	$92,433.00	$ 95,352.00	$ 97,298.00
	Hourly - 70hrs	$ 42.62	$ 44.22	$ 45.82	$ 47.42	$ 49.02	$ 50.61	$ 52.21	$ 53.28
	Hourly - 80 hrs	$ 37.29	$ 38.69	$ 40.09	$ 41.49	$ 42.89	$ 44.29	$ 45.69	$ 46.62
5s	Salary	$81,932.00	$85,004.00	$88,077.00	$91,149.00	$94,222.00	$97,294.00	$100,367.00	$102,415.00
	Hourly - 70hrs	$ 44.86	$ 46.55	$ 48.23	$ 49.91	$ 51.59	$ 53.28	$ 54.96	$ 56.08
	Hourly - 80 hrs	$ 39.26	$ 40.73	$ 42.20	$ 43.67	$ 45.15	$ 46.62	$ 48.09	$ 49.07

July 1, 2027 - 1.875%									
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$50,782.00	$52,686.00	$54,590.00	$56,495.00	$58,399.00	$60,303.00	$ 62,207.00	$ 63,477.00
	Hourly - 70hrs	$ 27.81	$ 28.85	$ 29.89	$ 30.94	$ 31.98	$ 33.02	$ 34.06	$ 34.76
	Hourly - 80 hrs	$ 24.33	$ 25.24	$ 26.16	$ 27.07	$ 27.98	$ 28.89	$ 29.81	$ 30.41
2s	Salary	$61,909.00	$64,230.00	$66,552.00	$68,874.00	$71,195.00	$73,517.00	$ 75,838.00	$ 77,386.00
	Hourly - 70hrs	$ 33.90	$ 35.17	$ 36.44	$ 37.71	$ 38.99	$ 40.26	$ 41.53	$ 42.38
	Hourly - 80 hrs	$ 29.66	$ 30.77	$ 31.89	$ 33.00	$ 34.11	$ 35.22	$ 36.34	$ 37.08
3s	Salary	$67,467.00	$69,997.00	$72,527.00	$75,057.00	$77,587.00	$80,117.00	$ 82,647.00	$ 84,334.00
	Hourly - 70hrs	$ 36.94	$ 38.33	$ 39.71	$ 41.10	$ 42.49	$ 43.87	$ 45.26	$ 46.18
	Hourly - 80 hrs	$ 32.33	$ 33.54	$ 34.75	$ 35.96	$ 37.17	$ 38.39	$ 39.60	$ 40.41
4s	Salary	$79,298.00	$82,271.00	$85,245.00	$88,219.00	$91,192.00	$94,166.00	$ 97,140.00	$ 99,122.00
	Hourly - 70hrs	$ 43.42	$ 45.05	$ 46.68	$ 48.31	$ 49.94	$ 51.56	$ 53.19	$ 54.28
	Hourly - 80 hrs	$ 37.99	$ 39.42	$ 40.84	$ 42.27	$ 43.69	$ 45.12	$ 46.54	$ 47.49
5s	Salary	$83,468.00	$86,598.00	$89,728.00	$92,858.00	$95,988.00	$99,118.00	$102,248.00	$104,335.00
	Hourly - 70hrs	$ 45.71	$ 47.42	$ 49.13	$ 50.85	$ 52.56	$ 54.28	$ 55.99	$ 57.13
	Hourly - 80 hrs	$ 39.99	$ 41.49	$ 42.99	$ 44.49	$ 45.99	$ 47.49	$ 48.99	$ 49.99

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January 1, 2028 - 1.875%									
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$ 51,734.00	$ 53,674.00	$ 55,614.00	$ 57,554.00	$ 59,494.00	$ 61,434.00	$ 63,374.00	$ 64,667.00
	Hourly - 70hrs	$ 28.33	$ 29.39	$ 30.45	$ 31.52	$ 32.58	$ 33.64	$ 34.70	$ 35.41
	Hourly - 80 hrs	$ 24.79	$ 25.72	$ 26.65	$ 27.58	$ 28.51	$ 29.44	$ 30.36	$ 30.98
2s	Salary	$ 63,070.00	$ 65,435.00	$ 67,800.00	$ 70,165.00	$ 72,530.00	$ 74,895.00	$ 77,260.00	$ 78,837.00
	Hourly - 70hrs	$ 34.54	$ 35.83	$ 37.13	$ 38.42	$ 39.72	$ 41.01	$ 42.31	$ 43.17
	Hourly - 80 hrs	$ 30.22	$ 31.35	$ 32.49	$ 33.62	$ 34.75	$ 35.88	$ 37.02	$ 37.77
3s	Salary	$ 68,732.00	$ 71,309.00	$ 73,887.00	$ 76,464.00	$ 79,042.00	$ 81,619.00	$ 84,197.00	$ 85,915.00
	Hourly - 70hrs	$ 37.64	$ 39.05	$ 40.46	$ 41.87	$ 43.28	$ 44.69	$ 46.10	$ 47.05
	Hourly - 80 hrs	$ 32.93	$ 34.17	$ 35.40	$ 36.64	$ 37.87	$ 39.11	$ 40.34	$ 41.16
4s	Salary	$ 80,785.00	$ 83,814.00	$ 86,844.00	$ 89,873.00	$ 92,903.00	$ 95,932.00	$ 98,961.00	$ 100,981.00
	Hourly - 70hrs	$ 44.24	$ 45.90	$ 47.55	$ 49.21	$ 50.87	$ 52.53	$ 54.19	$ 55.30
	Hourly - 80 hrs	$ 38.71	$ 40.16	$ 41.61	$ 43.06	$ 44.51	$ 45.96	$ 47.42	$ 48.38
5s	Salary	$ 85,033.00	$ 88,222.00	$ 91,410.00	$ 94,599.00	$ 97,788.00	$ 100,976.00	$ 104,165.00	$ 106,291.00
	Hourly - 70hrs	$ 46.56	$ 48.31	$ 50.05	$ 51.80	$ 53.55	$ 55.29	$ 57.04	$ 58.20
	Hourly - 80 hrs	$ 40.74	$ 42.27	$ 43.80	$ 45.33	$ 46.85	$ 48.38	$ 49.91	$ 50.93

July 1, 2028 - 1.875%									
		80%	83%	86%	89%	92%	95%	98%	100%
1s	Salary	$ 52,704.00	$ 54,680.00	$ 56,657.00	$ 58,633.00	$ 60,610.00	$ 62,586.00	$ 64,562.00	$ 65,880.00
	Hourly - 70hrs	$ 28.86	$ 29.94	$ 31.02	$ 32.11	$ 33.19	$ 34.27	$ 35.35	$ 36.07
	Hourly - 80 hrs	$ 25.25	$ 26.20	$ 27.15	$ 28.09	$ 29.04	$ 29.99	$ 30.93	$ 31.57
2s	Salary	$ 64,252.00	$ 66,661.00	$ 69,071.00	$ 71,480.00	$ 73,890.00	$ 76,299.00	$ 78,709.00	$ 80,315.00
	Hourly - 70hrs	$ 35.18	$ 36.50	$ 37.82	$ 39.14	$ 40.46	$ 41.78	$ 43.10	$ 43.98
	Hourly - 80 hrs	$ 30.79	$ 31.94	$ 33.09	$ 34.25	$ 35.40	$ 36.56	$ 37.71	$ 38.48
3s	Salary	$ 70,021.00	$ 72,647.00	$ 75,272.00	$ 77,898.00	$ 80,524.00	$ 83,150.00	$ 85,775.00	$ 87,526.00
	Hourly - 70hrs	$ 38.34	$ 39.78	$ 41.22	$ 42.66	$ 44.09	$ 45.53	$ 46.97	$ 47.93
	Hourly - 80 hrs	$ 33.55	$ 34.81	$ 36.07	$ 37.32	$ 38.58	$ 39.84	$ 41.10	$ 41.94
4s	Salary	$ 82,299.00	$ 85,385.00	$ 88,472.00	$ 91,558.00	$ 94,644.00	$ 97,730.00	$ 100,817.00	$ 102,874.00
	Hourly - 70hrs	$ 45.07	$ 46.76	$ 48.45	$ 50.14	$ 51.83	$ 53.52	$ 55.21	$ 56.33
	Hourly - 80 hrs	$ 39.43	$ 40.91	$ 42.39	$ 43.87	$ 45.35	$ 46.83	$ 48.30	$ 49.29
5s	Salary	$ 86,627.00	$ 89,876.00	$ 93,124.00	$ 96,373.00	$ 99,621.00	$ 102,870.00	$ 106,118.00	$ 108,284.00
	Hourly - 70hrs	$ 47.44	$ 49.21	$ 50.99	$ 52.77	$ 54.55	$ 56.33	$ 58.11	$ 59.29
	Hourly - 80 hrs	$ 41.51	$ 43.06	$ 44.62	$ 46.18	$ 47.73	$ 49.29	$ 50.84	$ 51.88

Two hourly wage amounts exist for grades that have positions with both 70 and 80 hours/week

	Position	Hours
Grade 1S	Receptionist	70
Grade 2S	Parking Administrative Clerk	70
Grade 3S	GIS Technician Property Legal	70
	Intermediate Technician - GIS	70
	Intermediate Technician Development Inspection	70

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	Graphic Design Technician	80
Grade 4S		
	Downtown Parking Technologist	70
	Infrastructure Technologist	70
	Intermediate Technologist Development Inspection	70
	Intermediate Technician Site Development	70
	Senior Technician GIS	70
	Storm Water Management Technologist	70
	Survey Technologist	70
	Corridor Management Technologist	70
	Parking Services Technologist	70
	Traffic Operations Technician	80
	Traffic Signal Technician	80
Grade 5S		
	Development Review & Control Technician	70
	Quality Control Co-ordinator	70
	Senior Engineering Technologist Development	70
	Senior Engineering Technologist Subdivision Review	70
	Senior Technician Development Inspection	70
	Traffic Technologist	70
	Transportation Planning Technologist	70
	Technician Field Services	70
	Utility Co-ordinator	70
	Senior Design Technician	70
	Contract Administrator Design & Construction	70
	Technician, Landscaping	70
	Traffic Signal Technologist	70
	Senior Traffic Signal Technician	80

a) The Corporation can hire full-time employees into annual salary ranges up to 89% of the salary range maximum for positions listed in the Bargaining Unit. It is further agreed that a Bargaining Unit employee hired above 80% of the salary range maximum will not have an ability to receive a salary increase at the end of their probationary period. If there is a seniority incumbent in the same position at the time of hire, the seniority incumbent's annual salary will

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be adjusted to match the annual salary of the new hire if the incumbent is performing successfully and the incumbent has been in the position for twenty-four (24) months as of the start date of the new hire. On an exception basis, the union will consider a starting wage over 89%. This will be addressed on a case-by-case basis as put forth by Human Resources and will be documented in a Memorandum of Understanding.

b) Employees move through the grid on an annual basis. If an employee is being performance managed, they shall not move to the next step of the grid until their performance is at a satisfactory level, as determined by management on the employee's next anniversary date.

Example of grid system

	80%	83%	86%	89%	92%	95%	98%	100%
1s	$39,730	$41,220	$42,710	$44,200	$45,689	$47,180	$48,670	$49,663

c) The Corporation will pay a premium of 1.0% of their regular salary for hours worked between 11:00 p.m. and 7:00 a.m.

25.02 Annual Hourly Rates Effective: **January 1, 2026– December 31, 2028**

		January 1, 2026	July 1, 2026	January 1, 2027	July 1, 2027	January 1, 2028	July 1, 2028
		2.00%	2.00%	1.875%	1.875%	1.875%	1.875%
Grade	Frequency	Rate	Rate	Rate	Rate	Rate	Rate
CBOP	Hourly	$30.18	$30.77	$31.34	$31.93	$32.52	$33.13
	Bi-Weekly Equivalent	$2,414.40	$2,461.60	$2,507.20	$2,554.40	$2,601.60	$2,650.40
	Annual Salary	$62,988.56	$64,219.94	$65,409.59	$66,640.98	$67,872.36	$69,145.49
PRKMO	Hourly	$29.51	$30.09	$30.65	$31.22	$31.80	$32.39
	Bi-Weekly Equivalent	$2,360.80	$2,407.20	$2,452.00	$2,497.60	$2,544.00	$2,591.20
	Annual Salary	$61,590.20	$62,800.72	$63,969.49	$65,159.14	$66,369.65	$67,601.04

	Position	Hours
CBOP	Corporate Building Operator	80
PRKMO		
	Parking Maintenance Technician	80

25.03 Employees shall not be required to use a time clock but the Corporation reserves the right to re-introduce time clocks should abuse of punctuality and attendance for working hours be revealed.

25.04 Student rates for hourly and salaried positions to be paid at 80%, 85% and 90% of the start rate of the hired position in the first, second, third and successive years of

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employment respectively. The Corporation reserves the right to hire at higher or lower rates based on skills and abilities. Progression through the stated percentages is not automatic and, the Corporation has the right to hire within the stated percentages.

25.05 Effective on the date of signing of this Agreement, the Corporation shall follow the Temporary Additional Duties (TAD) portion of Policy 6-110 "Acting Pay and Temporary Additional Duties" for CUPE 1540 members.

ARTICLE 26 - HOURS OF WORK

This Article defines the hours of work and shall not be construed as a guarantee of hours of work per day or per week.

26.01 The work schedule shall be as follows:

a) All positions unless specifically noted below are governed by the terms and conditions of the Flexible Working Hours policy.

b) Field Services Technician and Survey Technologist Work Schedules

Daily:	7:30 a.m. to 4:45 p.m. year round
Lunch:	30 minutes - unpaid lunch breaks will be taken at/or immediately adjacent to the job site and will not be extended by travelling time
Four-day week:	Monday to Thursday

c) Inspector Work Schedules

Any staff assigned to carry out construction, subdivision and utility inspections will utilize a time management system as follows:

- Base 35 hours a week – 7 hours a day.
- For all purposes, a day will be considered 7 hours.
- Carry-over of up to 7 hours per time sheet.
- Time worked in excess of 147 hours and up to 175 hours per time to be banked or paid as overtime.
- Hours over 175 in a time period to be paid as overtime.
- Maximum hours that can be earned are 140 or as mutually agreed to by the Corporation and the Union.
- Banked time to be taken off, with Supervisor approval, between December 1 and March 31 following the construction season during

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which it is earned. Banked time must be taken within this period and will otherwise be paid in cash.

- Individuals occupying positions described above, when not required to work on inspection, will work a 35 hour week governed by the City's policy regarding "Flexible Working Hours".

d) Civic Building Corporate Building Operator

Forty (40) hours per week, Monday to Friday.

Daily: 8:00 a.m. to 5:00 p.m.
Lunch: One (1) hour (unpaid)

e) Traffic Operation Crews and Graphic Design Technician

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

In emergency situations, with supervisor approval, when an employee is required to work through their twenty (20) minute paid lunch, they shall take that missed time another day, at straight time.

When the operational needs of the service dictate the need for shifts other than those stated herein, five (5) days written notice is required with the following shift premiums payable. 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.

26.02 Any employee who is scheduled to work nights and has their shift cancelled with less than 24 hours' notice shall be paid their regular rate of pay for that day.

ARTICLE 27 - OVERTIME

27.01 Effective on the date of signing of this Agreement, an employee who is required by management to work outside their regularly scheduled working hours to perform specific additional work shall be paid at the rate of time and one-half their regular rate for all such hours worked, Monday through Saturday and at the rate of double time for all hours worked on Sunday. For performance under this clause, the employee's wage rate shall be their regular weekly rate of pay divided by their weekly standard hours of work. The on-call Traffic Signal Technician will be paid at the rate of double time for hours worked between 9:00 p.m. and 7:00 a.m., Monday through Saturday for on-call response.

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27.02 In no event shall overtime be paid for a period of less than fifteen (15) minutes work immediately following the completion of the regularly scheduled work hours on any day.

27.03 An employee required by Management to work on a paid holiday shall receive, in addition to the normal holiday pay, time and one-half for all hours so worked. Hours worked on a paid holiday in excess of an employee's normal daily hours (as per Article 26), shall be paid at the rate of two and one-half times the employee's regular rate of pay. Such hours may not provide the basis for a further claim to overtime for such work week.

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

a) An Inspector who voluntarily goes out to work, outside their regular working hours, shall be paid a minimum of two (2) hours at the appropriate overtime rate, provided that such voluntary overtime is authorized by an appropriate Supervisor. Such overtime for an Inspector shall be paid from the time the employee leaves their home to report for duty, until the time the employee arrives back upon proceeding directly from work except that time and any mileage allowance claimed by an Inspector shall be confined to time mileage within the Corporation.

27.05 Permanent employees in the Survey Section and Construction Inspectors when required to work on a Saturday, Sunday or Statutory Holiday and work is cancelled, four (4) hours report-in pay shall be paid at the appropriate overtime rates. If the work is cancelled twenty-four (24) hours prior to the day, call-out pay will not be paid.

a) Permanent employees in Traffic Operations Crews when required to work on scheduled overtime and work is cancelled, three (3) hours report-in pay shall be paid at the appropriate overtime rates.

27.06 Each employee scheduled for standby over a normal two (2) day weekend (Saturday and Sunday) will receive one day's pay.

a) Each employee scheduled for standby over a Statutory Holiday will receive one-half (1/2) day's pay.

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

c) Each employee scheduled for standby on a regular scheduled working day shall be paid three (3) hours pay at their straight time rate.

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d) No standby payment shall be granted if an employee is unable to report for work when required.

27.07 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 27.04 except under conditions acceptable to Management.

27.08 Paid Leave

This clause is applicable only to seniority employees defined in clauses 26.01 d), and e). Throughout this clause reference to eighty (80) hours shall be deemed to read seventy (70) for Surveyor employees.

Effective on the commencement date for accumulation, seniority employees shall be permitted to accumulate their overtime earnings in a payroll bank until the equivalent of up to eighty (80) hours at their regular straight time earnings' rate has been accumulated.

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

a) For the purpose of accumulating such paid leave earnings, each earning period shall run from January 1st to December 31st of the next year annually.

b) Seniority employees wishing to participate in the paid leave program shall be required to indicate in writing their option to participate by December 31 annually.

c) Subject to the operational needs of the service as determined by Management, a seniority employee having up to one hundred (100) straight time hours of earnings banked shall be scheduled by the Corporation for up to one hundred (100) hours of paid leave in units of eight (8) hours (eight and three-quarter hours (8-3/4) hours for Surveyors) each to be consumed prior to the next date upon which seniority employees may elect to participate in this program. Seniority employees may use banked overtime in increments of one (1) hour or greater effective July 1, 2009.

d) A seniority employee terminating prior to the consumption of their paid leave earnings bank, shall be paid the sum of their earnings bank upon termination.

e) Should the operational needs of the service as determined by Management prohibit an employee from consuming their earnings bank as paid leave prior to the next date upon which seniority employees may elect to participate in the program, it shall be paid to him/her in cash.

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f) Banking of overtime earnings for the purposes of this clause shall only be permitted to persons who are seniority employees on December 31 annually.

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

ARTICLE 28 - LEAVE OF ABSENCE

28.01 Leave of absence without pay for the purposes of attending conferences, conventions, and other Union business for seniority employees to a maximum of fifteen (15) days per employee and an annual maximum of 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.

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 fifteen (15) days per year.

a) Leave of absence without pay shall be granted to not more than two (2) seniority employees who are governed by this Agreement, for up to fifteen (15) days each per year for the purpose of being a selected "Occasional Instructor" for the Union. The employees must make a written request within ten (10) 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.

28.02 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 19 and 21 for the duration of such leave unless an arrangement is made to reimburse the Corporation for cost of such coverage under Article 19. Costs of insurance coverage under Article 19 shall be borne by the Corporation if the approved leave of absence is four (4) weeks or less.

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28.03 Leave of absence with pay up to five (5) working days shall be granted to a seniority employee to attend and make arrangements for the funeral of a member of their family; family to mean spouse, children, parents, current stepparents, legal guardians, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law and grandchildren.

28.04 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.

28.05 The Corporation shall grant leave of absence without loss of seniority benefits to a seniority employee who serves as a juror or as a subpoenaed witness in any Court. The Corporation shall pay such seniority employee the difference between normal earnings and the payment received for jury service or subpoenaed Court witness, excluding payment for travelling, meals or other expenses. The Seniority employee will present proof of service and the amount of pay received. Time spent by a seniority employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

28.06 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.

28.07 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 28.02. In no case, shall more than one (1) employee per year per Union local governed by this Agreement be granted such leave.

ARTICLE 29 - WET AND STORMY WEATHER

29.01 During wet or stormy weather, the Corporation will endeavour to provide alternative work for all permanent Field Service Technicians.

29.02 Employees required to work outside in wet and stormy weather shall be supplied with winter parkas and hats. Rainwear shall be available on a "loan" basis.

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ARTICLE 30 - UNIFORMS

30.01 The below-mentioned clothing items for specified seniority employees shall be replaced at the discretion of Management, providing the worn-out article(s) is/are turned-in. Probationary Traffic Signal and Sign Crews, Traffic Operations Technician and Traffic Repairperson employees shall be allotted twelve (12) of the annual points allowance on their hire date. Probationary Graphic Design Technicians shall be allotted half of the annual points allowance on their hire date.

a) Uniforms will be supplied to the Civic Building Corporate Building Operator. Three (3) cleanings per month will be provided for items that require dry cleaning only.

b) Table of Point Allocations and Mandatory Clothing Items

Job Category	Clothing Items	Year 1	Points Available Per Year
Traffic Signal and Sign Crews and Traffic Operations Technician and Traffic Repairperson	**Mandatory** • Shirts – HI-VIS, long or short sleeves • Pants – cargo • Coat – Winter Coats OR Light- weight Jacket * the initial selection of clothing items for probationary employees must include a combination of shirts, pants and a coat for a total of no more than 12 points.	5 4 1	18
	Optional • Fleece Jacket, HI-VIS • Hoodie Jacket, HI-VIS • Bib Overalls HI-VIS • Ventilated Pants • Headwear – Cap/Toque • Coveralls		
Graphic Design Technician	**Mandatory** • Shirts – long or short sleeves	5	12
	Optional • Ventilated Pants • Coat – Winter Coat OR Light- weight Jacket • Headwear – Cap/Toque		

c) Table of Clothing Point Values

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Item	Point Value
Winter Coats	
• Parka, Bomber Jacket, HI-VIS	5
• Parka, ¾ Length Jacket, HI-VIS	5
Light Weight Coats	
• Jacket, unlined HI – VIS	2
• Fleece, HI-VIS	2
• Hoodie, full-zip, HI-VIS	2
Pants	
• Cargo	1
• Ventilated	2
• Bib Overalls, HI-VIS	3
Shirts	
• T-Shirt, short sleeves, HI-VIS	1
• T-Shirt, long sleeves, HI-VIS	1
• T-Shirt, regular	1
Headwear *Only as requested and limited to one of each, per year*	
• Cap	1
• Toque	1

ARTICLE 31 - ALLOWANCES

31.01 Effective on the date of signing of this Agreement, the Corporation shall pay travel reimbursement to employees required to use their vehicles on Corporation business at the same rate as non-union staff receive, in accordance with Policy 7-30 "Travel Expenses".

31.02 Idling time shall be paid at the rate of one dollar ($1.00) per hour for employees required to use their own vehicles as work stations while engaged in traffic survey duties from October 15 to April 15.

31.03 Certifications - With the approval of management and subject to proof of receipt and payment, the Corporation shall pay the cost of annual dues for one (1) professional designation, i.e. CET, per member.

ARTICLE 32 - BULLETIN BOARDS

32.01 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 33 - DURATION OF AGREEMENT

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33.01 This Agreement shall remain in effect and force from January 1, 2026 to December 31, 2028, and from year-to-year thereafter, unless either party gives notice in writing not more than ninety (90) days, and not less than sixty (60) days, prior to the expiry date in any year of its desire to amend or terminate same. Negotiations will commence within fifteen (15) days of receipt of such notice by either party.

SIGNED AND DATED AT BURLINGTON, ONTARIO ON THE _____DAY OF_____, 2026

THE CORPORATION OF THE CITY OF BURLINGTON

Signed by:
489A02AD1146480...
Mayor

Signed by:
9C99D260C0FB465...
City Clerk/Director, Legislative Services

DocuSigned by:
B830B01C6D9B4CB...
Chief Human Resources Officer or designate

Manager, HR Services

Signed by:
5DD26C224FFE4AB...
Business Partner, HR

THE CANADIAN UNION OF PUBLIC EMPLOYEES

Signed by:
C1658D9BBB9A480...
President, CUPE Local 1540

Signed by:
0B3A0B5ED7204C5...
Vice President, CUPE Local 1540

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APPENDIX A - 4 Day Work Week Surveyors

The Corporation of the
City of Burlington

City Hall:
426 Brant Street, Burlington, Ontario, Canada
Mailing Address:
P.O. Box 5013, Burlington, Ontario, Canada L7R 3Z6

Telephone:

Fax No.: 335-7602

June 20, 1990

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF BURLINGTON

and

C.U.P.E. LOCAL 1540

The Corporation and the Local agreed to a four-day work week consisting of 8-3/4 hours of work per day for the Surveyors.

It is agreed and understood that in the Master Agreement, any articles making reference to hours or number of days will be 8-3/4 hours per day or, 4 days per week to total 35 hours per week.

FOR MANAGEMENT

FOR UNION

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APPENDIX B - Job Evaluation

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 1540

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 #1540

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Employee:	An employee of the Corporation in the bargaining unit for which Local #1540 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 of 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 in a job in accordance with the Rating Manual which becomes the official rating for the job.

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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 #1540 shall each appoint two (2) * representatives to the Joint Job Evaluation Committee. The Local #1540 members of the Committee and any alternatives appointed by Local 1540 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.

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3.2 A job description and the contents therein are for the purposes of rating a job and assigning the job into the proper Job Rate for application of the Job Rate Schedule. The description of a job shall be insufficient detail to enable that job to be identified and rated.

3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.

3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the knowledge, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors which are to be determined by the Joint Job Evaluation Committee.

3.5 Job ratings serve to:

(a) Provide the basis from which to gauge equitable Job Rate relationships between jobs.

(b) Form the foundation from which to measure changes in job content.

(c) Enable the assignment of jobs into their proper Job Rates in the Job Rate Schedule.

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

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

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

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

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

3.7.4 Workload is not a consideration when evaluating a job.

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

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

ARTICLE 4 – MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

4.1 It is important that the Corporation maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme. It is the intention of the parties to jointly review all job descriptions over a four-year period. Such review shall commence following the finalization of all appeals and problems that arise with the implementation of this Job Evaluation Programme.

4.2 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time-to-time, as a result of a new, or changed, conditions, are as follows:

4.2.1 The agreed-upon job descriptions and job ratings which are in effect from July 1, 1985, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:

4.2.1.1 The job content is changed by the Corporation.

4.2.1.2 The job is terminated by the Corporation.

4.2.1.3 The job description and/or rating is changed as a result of a successful appeal.

4.2.1.4 The job description and/or rating is changed as a result of a decision of the Referee Panel.

4.2.2 Whenever the Corporation decides to establish a new job, the following procedure shall apply:

4.2.2.1 They shall prepare a job description, which is rated by the Joint Job Evaluation Committee and a Job Rate is established for the new job.

4.2.2.2 An employee(s) shall be appointed or assigned to the new job and a rate applied, in accordance with the Corporation's hiring procedures and the Collective Agreement.

4.2.3 Whenever the Corporation changes a job, but the change in job content is less than required to move the job to a different Job Rate, they shall prepare a new description and rating for the job and shall submit this information to Local #1540 in accordance with Article 5 of this document.

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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 their 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 1540 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 #1540 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 #1540'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 #1540's request to be justified, they shall notify Local #1540 in writing, of its decision, within fifteen (15) working days following receipt of the Local #1540's written request. Local #1540 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 #1540's request or appeal is justified and a new Job Rate is assigned, the new Job Rate, except as otherwise provided, shall be effective as of the date the job was referred to the Referees.

4.2.6 If a change in job content results in a lower evaluation and Job Rate for a job, the incumbent of such job whose existing Job Rate is thus higher than the established Job Rate of the changed job, shall be identified as being "Red Circled".

Each such incumbent employee in a designated "red-circled" job with an assigned "red-circled" job rate. As a result of a lower rating, due to a change in the job

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content, shall continue to receive such "red-circled" job rate until such time as economic adjustments cause the revised job rate to surpass the "red-circled" job rate.

4.2.7 If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of such job whose existing Rate is thus below the established Job Rate of the changed job, shall be identified as being "Green-Circled".

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

4.2.8 The Corporation shall notify Local #1540 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 #1540 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 #1540 shall be notified and it shall continue in effect until the Employer decides that the conditions which gave rise to it no longer exists. At that time the rate for the job classification shall be the evaluated rate, but any employee who was being paid the out-of-schedule rate shall continue to be paid the equivalent of the out-of-schedule rate, while working in the classification, for a period of three (3) months following the Employer's termination of the out-of-schedule rate. All employees to whom this clause is applicable shall be notified accordingly, of the evaluated rate for the job classification.

ARTICLE 5 – DESCRIBING AND RATING A JOB

5.1 The procedure for describing and rating a job shall be as follows:

5.1.1 The Corporation shall prepare a proposed job description in accordance with the requirements of this Manual.

5.1.2 The Joint Job Evaluation Committee shall review the proposed job descriptions with the objective of reaching agreement thereon. A Local #1540 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

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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 an/or the job rating may be lodged by the incumbent(s) with the Joint Committee. The appeal, shall state, in writing, the reason or reasons why the incumbent(s) disagree(s) with the job description and/or the rating of the job. The incumbent will be permitted the option of speaking to the Joint Committee to express their concerns and to answer any questions regarding the job description that the Joint Committee may have prior to the Joint Committee meeting. The Joint Committee shall consider the appeal and inform the incumbent of their decision on the appeal. Such decision shall be considered final and binding upon the parties and upon the employees affected.

5.2 In the event the Joint Committee is unable to agree upon the description and the rating for the job, the following procedure shall apply:

5.2.1 The Corporation shall install the proposed description and rating for the job and in accordance with Article 6 of this document, the Job Rate to which the job is assigned. The Job rate for the job shall be effective in accordance with Article 4.2(b) (iv) of this document.

5.2.2 The Corporation shall provide Local #1540 with a copy of the installed job description and rating.

5.2.3 Local #1540 within thirty (30) days following receipt of the copy of the installed job description and rating, may refer the dispute to the Referees for resolution. Such statement of dispute shall state the Union's particular reasons for disagreeing with the job description and/or the rating of the job and state, what in the Union's opinion, is the correct job description and/or rating and rating level, the particular reasons for such rating and the numerical point values of any disputed factors.

5.2.4 All relevant job evaluation documentation shall be available for presentation as evidence.

5.2.5 The decision of the Referees shall be considered final and binding. Should the referees not be able to re rule on the dispute, either party may pursue the dispute in accordance with Article 9.05 of the Collective Agreement between the C.U.P.E. Locals and the Corporation.

ARTICLE 6 – APPLYING THE JOB DESCRIPTION AND RATING

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

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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.

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Appendix C

Memorandum of Understanding

Between
The City of Burlington
(Employer)

AND
CUPE Local 1540
(The Union)

RE: Article 19

The parties agree to the following with respect to benefits for CUPE 1540 members who remain working full-time after age 65:

- This applies to all active CUPE 1540 employees who are currently eligible to receive benefits.
- Active plan members over age 65 will receive the same coverage as active members who are under the age of 65. The only exception to this change is Long Term disability (LTD) and Group Life Insurance which will automatically terminate when an employee turns 65 according to the plan provisions with Sun Life.
- Upon reaching age 65, an employee who remains working full-time will have the option to receive a paid-up life insurance policy valued at $5,000.
- There is no change to drug card or health and dental coverage. Once an employee, reaches age 65, the province will be the first payer on prescription drugs.
- If the plan member decides to retire, resigns or is terminated coverage ends effective the retirement, resignation or termination date.
- This will be effective retroactive to December 1, 2022.

The terms and conditions of herein have been discussed with the Executive of CUPE Local 1540 ('the union') and Human Resources.

This letter of understanding is entered into on a without prejudice or precedent basis.

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Appendix D

Memorandum of Understanding

Between
The City of Burlington
(Employer)

AND
CUPE Local 1540
(The Union)

The parties agree to meet by December 31, 2028, to discuss implementation of an annual performance evaluation plan, inclusive of performance improvement plans.

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