COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF PORT COLBORNE

PORT COLBORNE

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 1287-20

CUPE·SCFP
On the front line • Au cœur de l'action

APRIL 1, 2025 TO MARCH 31, 2028

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COLLECTIVE AGREEMENT

Between:

THE CORPORATION OF THE CITY OF PORT COLBORNE

(Hereinafter called the "Corporation")

OF THE FIRST PART

And:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287-20
(WORKS, PARKS & RECREATION, OFFICE & CLERICAL EMPLOYEES)**

(Hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Corporation and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement. All employees will serve the Corporation in their duties faithfully during the term of this contract and until this contract is renewed or replaced by other contracts or terms and conditions of employment.

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.

ARTICLE 2 - RECOGNITION

2.01 The Corporation recognizes the Union as the certified, exclusive bargaining agent of the Corporation for all employees except the following, which are excluded:

Chief Administrative Officer

Human Resource Manager

Executive Administrative Assistant to the Mayor and CAO

Manager of Special Projects & Strategic Initiatives Human Resources Coordinator

Health and Safety Coordinator

HR Clerk

Corporate Communications Officer

Director of Corporate Services/Treasurer

City Clerk

Deputy City Clerk

Supervisor of Customer Service and Strategic Projects

Manager of Revenue and Taxation

Administrative Assistant to the Manager of Community Services

Museum Director/Curator

Assistant to the Museum Curator

Manager of Strategic Projects

Director of Public Works

Executive Administrative Assistant to the Director of Public Works

Executive Administrative Assistant to the Fire Chief

Economic Development Officer

Administrative Assistant, Economic Development

Manager of Engineering

Manager of Projects and Design

Manager of Water/Wastewater

Manager of Information Technology

IT Analyst

Director of Planning & Development Services, City Planner

Deputy City Planner

Chief Building Official

Manager, By-Law Services

Drainage Superintendent

Tourism Coordinator

Events Coordinator

Events & Seasonal Sports Coordinator Program & Volunteer Coordinator Box Office

Community Partnership Coordinator

Recreation Programmer

Community Sports Coordinator Marina Coordinator Supervisor, Marina

Environmental Compliance Supervisor

City Foreperson and those above the rank of Foreperson

Students employed during school vacation period

Students on a cooperative school or university training program

Person regularly employed for not more than twenty-four hours per week.

2.02 **"Employer"** means the Corporation of the City of Port Colborne.

"Employee" in this Agreement shall mean those persons whose jobs fall within the bargaining unit as defined in Section 2.01:

a) Who are receiving wages from the Corporation, directly or indirectly for work performed for the Corporation, or

b) who are on leave of absence or sick leave in accordance with provisions of this Agreement, or

c) Who are on lay-off with seniority rights to recall, to the extent of providing right of recall and right of grievances, as set forth in this Agreement.

"Permanent" employee means any person employed by the Employer to fill a position designated and posted as a permanent position. During their first 100 days of service as a permanent employee, an employee shall be subject to the probationary requirements under Section 11.02 (a) of the Agreement.

"Non-Permanent" employee includes employees listed under sections 11.02 (b).

2.03 **Probationary Period**

Permanent Employees

Shall serve a probationary period of ninety (90) calendar days and shall not be covered by Articles: Seniority, Vacations, General Health Plan, Pension Plan and Short Term and Long Term Disability Plan. Their hours of work may be such hours as the Corporation may determine, save that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee in the same class of work without appropriate compensation.

Once the probationary period is completed employees will be immediately entitled to all articles as per the collective agreement including but not limited to Seniority, Vacations, General Health Plan, Pension Plan and Short and Long Term Disability Plan.

The Employer shall have the exclusive right to discharge Employees during the probationary period 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.

ARTICLE 3 - TEMPORARY EMPLOYEES

3.01 **Temporary Employee(s)**: Shall mean those persons hired to work for a specified time period in a temporary job posting due to seasonal demands (such as winter operations, summer parks operations work, tax billing cycle and the like), sickness or leave of absence. Persons filling in for maternity leave are temporary employees for the duration of the length of the maternity leave despite the 160 working day limitation specified in article 3.02. The termination of a temporary employee resulting from the elimination of a temporary assignment shall not be subject to a grievance.

3.02 Temporary Employees may be hired for a period of up to 160 working days. Where necessary and deemed appropriate by the Corporation, an employee who is suitable for a non-permanent position may be rehired as a new non-permanent employee and the 160 working day limit begins at the time of re-hire. Their hours of work may be such hours as the Corporation may determine, save that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee in the same class of work without appropriate compensation.

Where no permanent employee wants to fill a position that is vacant or that has been temporarily filled, the Employer may continue to employ a temporary employee provided at the end of the 160 working day period no permanent employee applies for the temporary position. The Employer shall re-post the position in accordance with Article 11.07.

Temporary Employees shall not displace permanent employees as defined in Article 3.04.

If a temporary employee is continued in employment as a regular employee, the time served continuously in temporary employment shall be counted as part of their probationary service.

Temporary Employees who have gained seniority and transfer from one job classification to another reclassification shall be subject to a trial period of one hundred (100) working days, as defined in Article 11.01.

3.03 Temporary employees who are employed for a specific term or task or are hired under a government employment program shall be entitled to all rights and benefits of the Collective Agreement with the exception of the following Articles:

11. Seniority
16. Vacations
21. General Health Plan
22. Pension Plan
23. Short Term and Long Term Disability

The Employer shall have the exclusive right to discharge temporary employees 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.

Temporary employees shall be eligible for paid holidays in accordance with the Employment Standards Act.

The Corporation will reimburse temporary employees for safety boots up to the dollar amount specified in Article 18.01 (e) provided the temporary employee is required to wear them under the Occupational Health & Safety Act and they are expected to be employed for 100 days or more in a full time position (i.e. for coverage of an approved leave of absence under the collective agreement). Reimbursement shall occur upon submission of an appropriate receipt after 100 days of employment.

3.04 Temporary employees shall not in any way displace permanent employees nor will they be retained in or granted work or overtime in preference to permanent employees who normally perform the work. Temporary employees may apply for a posted vacancy and

will receive consideration for such vacancy before an outside person is hired. Temporary employees shall not be used to decrease the permanent staff complement.

3.05 Nothing in this article will be construed to include funding to hire students. Students are not included in this agreement as they are exempt from the provisions of this contract according to Article 2.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Corporation agrees that there shall be no discrimination, interference or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, disability, religion, sex, sexual orientation, race, color, ancestry, ethnic origin, citizenship, place of origin, family status, marital status, gender identity, gender expression, record of offences nor by reason of their membership or activity in the Union as provided in Section 4.02 and as provided for in the Human Rights Act

4.02 Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon any employee by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises during working hours, except as is provided in this Agreement or as approved by the Corporation.

4.03 The Employer and the Union recognize the inherent dignity, worth and rights of each individual and support an environment that is free of disruptive workplace conflict and disrespectful behavior.

The Employer and the Union affirm that all staff of the City of Port Colborne are entitled to a respectful work environment. Therefore, the Employer and the Union will not condone any inappropriate behavior on the part of any person.

ARTICLE 5 - COLLECTION OF DUES - UNION SECURITY

5.01 (a) All employees of the Corporation, covered by this agreement, as a condition of continuing employment, shall become and remain members of the Union, according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in the Union within thirty (30) calendar days of employment with the Employer.

(b) The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and to introduce them to the location steward or the Vice President of the unit within ten (10) working days.

(c) The Unit Vice President or their assigned designate shall be allowed up to one (1) hour during regular working hours to meet with new employees in order to inform them of their rights and responsibilities with respect to membership in the Union. This meeting shall be held on the same day as the Employers new employee orientation session.

5.02 The Corporation shall, during the life of this Agreement deduct as a condition of each employee's continued employment, bi-weekly dues in the amount fixed by the Union from the pay of the employees.

5.03 Such deductions to be made from each pay to be remitted biweekly following the pay in which such deduction is made, a direct deposit shall be made into CUPE 1287 account, along with the names of the employees to the Secretary-Treasurer whose dues have been so paid.

5.04 The said deductions shall commence in the case of each employee who is in the employment of the Corporation, at the effective date of this Agreement and, in the case of each employee entering into the employment of the Corporation subsequent to the effective date of this Agreement, with the calendar month in which their first cheque from the Corporation is received by them.

5.05 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.

5.06 On a monthly basis, the Employer will submit to the Union a list of the employees' names, addresses, phone numbers from whom the deductions were made.

ARTICLE 6 - NO CESSATION OF WORK

6.01 Neither the Union nor any employee shall take part in or call, or encourage any strike, slow-down or any suspension of work against the Corporation which shall in any way affect the operations of the Corporation; nor shall the Corporation engage in any lockout.

ARTICLE 7 - CORPORATION RIGHTS - MANAGEMENT

7.01 The union recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its obligations and in pursuance of its policies and to make and alter from time to time, rules, regulations, policies and practices to be observed by employees, which rules, regulations, policies and practices shall not be inconsistent with the provisions of this Agreement.

7.02 The Union acknowledges that it is the exclusive function of the Corporation to:

a) maintain order, discipline and efficiency.

b) hire, discharge, lay-off, classify, direct, transfer, promote, demote, retire and suspend or otherwise discipline employees for just cause, and select employees for positions excluded from the Bargaining Unit, and

c) generally to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used and the number of persons to be employed.

d) persons in the employ of the Corporation whose jobs are not in the bargaining unit as defined in Article 2.01 shall not work on any jobs which are included in the

bargaining unit except in emergencies affecting life and property, experimentation and instruction.

7.03 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 STEP 1

Should any difference arise between the Corporation and any employee, the employee shall first discuss such difference with their immediate supervisor or where required the supervisor who has responsibility over the matter in dispute. Then an earnest effort shall be made to settle such difference without undue delay in the following manner.

8.02 STEP 2

In the first instance, an employee with their Steward shall take up any grievance in writing directly with the Supervisor or Manager within eight (8) days of the event upon which the grievance is based. The Supervisor/Manager shall arrange for the presence of their Steward. The Supervisor/Manager will give their decision in writing within five (5) days from the date the matter is taken up with them.

8.03 STEP 3

If not then settled, the grievance will, within three (3) days of receipt of the reply specified in Step 2, be submitted in writing by the Union Grievance Committee to the Chief Human Resources Officer to be dealt with at a meeting arranged by the Chief Human Resources within ten (10) days of the submission. At Step 3, there may be present a representative of the Union, if requested by either party. The decision of the Corporation or the Union Grievance Committee in case of a Corporation Grievance, shall be given in writing within ten (10) days after the meeting at which it was discussed. Such a grievance shall be addressed to the Chief Human Resources Officer or Union President clearly marked as to the contents. The Union members at all such meetings shall be limited to the aggrieved employee or employees and the members of the Union Grievance Committee constituted in accordance with Article 10.01.

8.04 STEP 4 - ARBITRATION

a) If the Step 3 decision of the Chief Human Resources Officer or their designate is considered unsatisfactory to the Union, then the Union may, within thirty (30) days from the decision at Step 3, submit the grievance to arbitration in accordance with the provisions of the *Ontario Labour Relations Act*. Consideration shall be given to the use of a sole arbitrator with option to use a three-person panel.

b) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.

c) No grievance shall be submitted for arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving notice of arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitral in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavor to decide that question before dealing with the matter on its merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required.

In such cases, the Arbitration Board shall reserve judgment on the question of arbitrability and proceed with the matter on its merits. The Board in its award shall first deal with the question of arbitrability and if it is decided that the matter does not involve an interpretation, application, administration, or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Committee, in the case of a Corporation grievance, shall stand.

8.05 No grievance shall be considered in any Step unless it has been properly carried through all previous steps of the Grievance Procedure required by this Agreement, except that, if at any Step of this Grievance Procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next Step within the appropriate time, which shall start to run from the expiration of the allotted time within which the answer should have been given.

8.06 POLICY GRIEVANCE

Within ten (10) days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance in writing to the other, alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Step 3 and the balance of the Grievance Procedure. This section shall not be used to bypass the individual grievance procedure.

8.07 GROUP GRIEVANCE

In the event that there is a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement, and this situation directly affects a group of Employees, the Union may file a group grievance, beginning at Step 1, which shall be signed by the Unit Vice President, or designate, and shall be identified as a "Group Grievance". A Group Grievance must identify all Employees, specifically by name, under the Group Grievance.

Any such grievance, covered by Article 8.07 must be filed within ten (10) working days of when any individual of the affected group of Employees first became or ought reasonably to have become aware of the occurrence which gave rise to the grievance.

8.08 If at any Step of the Grievance Procedure, a grievance is not submitted within the period specified, it shall be deemed to be abandoned.

The parties may extend any time limits in this Article by mutual agreement.

8.09 At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the appropriate place and to view disputed operations and to confer with necessary witnesses.

8.10 In this Article 8, the word "days" shall not include Saturdays, Sundays, or Paid Holidays.

8.11 If a grievance is not resolved following Step 3 of the grievance process, the parties may, attempt to resolve the matter by submitting the grievance to a Grievance Mediation Officer. The decision to attempt mediation must be mutually agreeable and confirmed within thirty (30) days from the decision of the Chief Administrative Officer at Step 3.

If the parties utilize the mediation process, the time limits for a grievance to proceed to arbitration will be suspended until the day after the grievance mediation meeting. In the event the grievance is not resolved in mediation, the time limits will commence the day following said meeting.

The parties will jointly share the cost of the Grievance Mediation Officer's services.

ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES

9.01 A claim by a seniority employee that they have been unjustly discharged or disciplined, shall be treated as a grievance if a written statement of such grievance, clearly marked as to contents, is lodged with the Chief Human Resources Officer within five (5) days after the discharge or discipline, or within five (5) days after the Union has received notification in writing by the Corporation of the discharge or discipline, whichever is the later. Such grievance shall be dealt with at Step 3 and the balance of the Grievance Procedure. The Employer shall have the exclusive right to discharge Employees during the probationary period 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.

9.02 The Corporation will notify the secretary of the Union in writing of all discharge or discipline cases, as soon as possible, but within five (5) days, giving the name of the employee concerned and the reason for the discharge or discipline.

9.03 Such grievance may be settled by confirming the Corporation's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or a Board of Arbitration.

9.04 If an employee, who has been warned or suspended for other than irregular attendance, maintains a clear record for eighteen (18) months following their last warning or suspension, the employee's record shall be cleared as of the end of such period.

9.05 In this Article 9, the word "days" shall not include Saturdays, Sundays, or Paid Holidays.

ARTICLE 10 - UNION COMMITTEES

10.01 The Corporation will recognize:

(a) A maximum of four (4) Stewards, one (1) of whom shall be the Lead Steward.

(b) A Union Grievance Committee of three (3) permanent employees, (in addition to the griever) of whom one (1) shall be the President or their designate; a second shall be the Lead Steward or the Steward involved in the grievance and a third to be the Recording Secretary of the Union.

(c) A Union Negotiating Committee of five (5) permanent employees and the President of the Local or their representative for the purpose of reviewing or amending this Agreement.

10.02 Provided that the Stewards and members of the Union Committees shall have been placed on the Seniority List:

(a) The Union shall notify the Corporation in writing of the names of its officers, the Stewards and the Union Negotiating Committee.

(b) The Corporation shall notify the Union in writing of the names of the Corporation Officials who have functions under this Agreement and stating the functions.

10.03 Meetings between the Chief Human Resources Officer and the appropriate Department Head and the Union Executive (President, Vice-President, Secretary, Treasurer and Lead Steward) Committee shall be held if requested by either party at times mutually agreeable to both parties. A statement outlining the matter for discussion will be submitted by each party not less than five (5) days prior to the time of the scheduled meeting, except in cases of emergency.

10.04 It is understood that a Steward has regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their supervisor. When resuming their regular work, they will report to their Supervisor and will give a reasonable explanation which may be requested with respect to their absence.

The Corporation agrees to compensate a Steward for any regular working time lost, in accordance with the terms of this Agreement, for such hours spent in servicing grievances of employees and also a Union Grievance Committee member, a Union Negotiating Committee member for such time spent in attending meetings with the Corporation. This shall not apply to time spent at meetings under a Board of Conciliation or at a hearing of a Board of Arbitration.

ARTICLE 11 - SENIORITY

11.01 It is understood that all the following seniority rights are designed to give each permanent employee, according to their seniority with the Corporation, an equitable measure of job choice and job security, consistent with the efficient operation of the Corporation.

Seniority shall not operate to provide job preference within a classification.

Management may assign equipment to an employee. If the piece of equipment is down due to need of repair, the employee who normally operates this piece of equipment may be temporarily reassigned other work without seniority provisions up to two (2) full working days, including the day of the breakdown.

If all pieces of equipment are not necessary, then the employee with the least seniority in the said classification shall be assigned other work.

A permanent employee who is transferred from one job classification to another job classification shall be subject to a trial period of one hundred (100) days worked. If either party is not satisfied with the job or work performance during the trial period, the employee shall be returned to their previous classification. Any employee appointed under Section 11.07 (a) shall not be entitled to the provisions of this paragraph.

11.02 WORKS EMPLOYEES, PARKS & RECREATION EMPLOYEES, OFFICE & CLERICAL EMPLOYEES

(a) A permanent employee shall be placed on the seniority list as at the date of their hiring, after a probationary period of ninety (90) calendar days.

(b) Until an employee is so placed on the list, they shall be known as a probationary or temporary employee.

11.03 The Corporation shall prepare and post copies of the seniority lists and deliver copies to the Union. The lists shall be brought up to date as at April 30th, and October 31st of each year and copies shall be posted and copies delivered to the Union. Up to date seniority information shall be available to Union Officers on application to the Chief Human Resources Officer office in writing. Any dispute with seniority as posted to be reported to the Chief Human Resources Officer within thirty (30) days of postings and be corrected.

11.04 An employee shall be considered to have terminated their employment and to have lost their seniority rights for the following reasons:

(a) if the employee quits and the resignation is not rescinded in writing within twenty-four (24) hours;

(b) After twenty-four (24) consecutive months of lay-off;

(c) If the employee is discharged and the discharge is not reversed through the grievance procedure;

(d) If an employee has been absent for five (5) consecutive working days without having notified directly the Corporation, unless a satisfactory reason is given;

(e) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address on the Corporation's records to report for work and does not give a satisfactory reason;

(f) If an employee overstays a leave of absence granted by the Corporation in writing and does not secure an extension of such leave, according to Section 13.02;

(g) Upon retirement.

11.05 Seniority shall not be considered as broken during an absence of up to two (2) years due to illness or accident, or one (1) year while on leave of absence granted by the Corporation.

11.06 In promotions, demotions, transfers, lay-off and recall, the following factors shall be considered:

(a) Education &/or knowledge, and ability to do the work of the job;

(b) Length of continuous service;

And when the factors (a) and (b) are relatively equal, factor (b) shall govern.

11.07 Employees shall work on jobs assigned to them by the Corporation from time to time, provided that the right to make permanent transfers shall, subject to 11.06, be dealt with in the following manner:

(a) Vacancies shall be posted on the bulletin boards within five (5) working days of arising and for a period of five (5) working days. All vacancies to be filled from within the bargaining unit shall be filled within ten (10) working days of the end of the posting period. If no suitable candidate applies, the job may be filled by the Corporation from among other employees, providing such employees are qualified in which case the Employer should appoint the junior qualified employee in an equivalent or lower classification to that of the vacancy.

(b) The posting shall show the classification vacant, the requirements of the job and wages for it.

(c) (i) An employee may apply for a posted job as designated on the posting, setting out in detail their qualifications for the job.

(ii) Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant.

(iii) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive reasons why they did not get the job. Any such request shall be made to the Department Head within five (5) working days of the filling of the vacancy and the answer shall be given within five (5) working days of the making of the request.

(iv) The Union shall be notified of the name of the successful applicant.

(d) The Corporation shall be free to temporarily fill a vacancy immediately if it sees fit and no grievance may be filed under Section 11.07 until the time for an answer under 11.07 (c) (iii).

(e) In this Section 11.07, vacancies shall mean those of a long term nature such as arise through resignations, new jobs, extended illnesses etc., and shall include the vacancy resulting from the filling of a posted vacancy, and two (2) subsequent vacancies arising from the original vacancy. Vacancies shall be posted within five (5) working days except:

(i) if the Corporation intends to postpone the filling of a vacancy, or not to fill it, in which case the Corporation shall so notify the Union within five (5) working days of the decision by the Corporation, and;

(ii) In the case of a vacancy due to illness, accident or leave of absence, which may be postponed by the Corporation for fifteen (15) working days or for such further period as is mutually agreed to by the parties.

(f) If, after posting a vacancy, the Corporation intends to postpone filling the vacancy, or not to fill it, the Corporation shall notify the Union within ten (10) working days of the end of the posting period of the reasons for such postponement. If such notice of intention to postpone is given,

(i) The Corporation will consider the qualifications to fill the vacancy of an employee hired after the end of the posting period.

(ii) If the postponement is for a definite period, the job will be posted in the regular way when the Corporation decides to fill the vacancy.

(iii) If the Union is not in agreement with the reasons for the postponement, a meeting between the parties shall be held within five (5) working days after the Union has notified Management. If the parties are unable to come to an agreement, the postponement may be the subject of a grievance at Step 4 of Article 8.

(g) There shall be no outside advertising for any job classification until present employees have been duly notified by job posting and have opportunity to apply for the same.

(h) In this Section 11.07, the word "days" shall not include Saturdays, Sundays or Paid Holidays.

11.08 Employees in the Facility Operator – Arena classification will be offered reassignment to the Marina based on seniority during the summer months from approximately May to September. Employees have the right to decline the offer, in which case the next senior employee will be offered the reassignment. Should no Employee accept the reassignment, the Employer will send the least senior employee.

11.09 Subject to the provisions of 11.06, when lay-offs are necessary, employees shall be laid off in the following order, on a City wide basis:

(1) Temporary employee
(2) Probationary employee
(3) Employee on seniority list

(a) An employee about to be laid off may bump any employee with less seniority, providing the employee who is exercising the right is able to perform the work of the employee with less seniority.

(b) Employees shall be recalled after lay-off in the reverse order to that in which they were laid off.

(c) Where possible, the Corporation shall give four (4) weeks' notice of lay-off (or pay in lieu of notice) to each employee so affected.

11.10 If an employee has been transferred to a Non Union position which is not subject to the provisions of this Agreement, they shall retain their previous seniority. If transferred back to the position subject to the provisions of this Agreement, they shall carry their seniority with them subject to Section 11.06:

(a) In the classification in which they were at the time they left the bargaining unit if they return within six (6) months.

(b) Any employees transferred to a supervisory position for more than one (1) year shall lose all accumulated seniority.

(c) If employee returns after six (6) months, they shall be returned to the lowest entry position within the division they had originally came from.

(d) No employee shall be transferred to a position outside the bargaining unit without their written consent.

11.11 Should the Corporation merge, amalgamate or combine any of its operations or functions with another municipality the Corporation will endeavor to arrange where practicable, for the retention of seniority rights, salary and wage levels, for each employee of the Corporation who thus becomes an employee of such other municipal employer.

11.12 It should be the duty of each employee to notify the Corporation promptly of any change in their address and change in phone number or update their home address and phone number in Workday. If an employee should fail to do this, the Corporation will not be responsible for failure of a notice to reach such employee.

11.13 Filling of the regular Crew Leader position shall be by posting in accordance with the provisions of this Agreement. Qualifications and seniority shall be used for appointment of Acting Crew Leader for vacation replacement or replacement for injury not to exceed forty (40) working days. When a person is appointed Acting Crew Leader and is required to be on standby duty, they will be paid standby pay under Article 15.07 of the Agreement. The Acting Crew Leader will be paid the same hourly rate of pay, appropriate allowances and emergency call-in pay if required to be on standby as granted to the Crew Leader.

11.14 Any employee who applies to and is included on the general on-call, will be paid the general on call rate, or if higher, their current hourly rate, for standby or work performed, and appropriate allowances. Selection preference to be given to staff in accordance with Article 11.06.

11.15 Work beyond Age 65: It is agreed that in accordance with the *Ontario Human Rights Code,* there shall be no further mandatory retirement for employees governed by this collective agreement.

ARTICLE 12 - TRANSFERS

12.01 (a) A permanent transfer is where an employee is required to be reclassified to a different job as a result of:

(i) job posting, or

(ii) a reduction in the work force

(b) A temporary transfer is a job transfer other than a permanent transfer where an employee is not required to be reclassified to a different job as above and following which they are expected to return to their regular job with which they are still classified.

12.02 An employee who is required to perform the duties of a higher rated classification shall be paid the higher rate. An employee who is required to perform duties of a lower rated classification shall maintain their regular rate. No employee will be paid a lower rate than their regular classification at any time.

12.03 The Corporation will notify the Union in writing whenever a bargaining unit employee will be placed in a temporary non-bargaining unit supervisory position.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 Leave of absence without pay for a reasonable period, when approved will be allowed by the Corporation, provided that it is for a good cause and that such leave shall not be for purposes of taking employment elsewhere. Unless otherwise mutually agreed, such leave shall not exceed three (3) months and seniority shall accumulate during such leaves. It is understood that during the first thirty (30) days of such a leave, the Employer will continue to provide the benefits in Article 21.01 at no cost to the employee and that for periods beyond the first thirty (30) days of any one leave, these benefits shall be available to the employee but at their own cost.

A request for leave of absence of a duration of longer than one week must be submitted in writing to the Department Head at least ten (10) working days prior to the leave. In the event of an emergency, authorization shall be at the discretion of the Department Head.

13.02 The employment of any employee who fails to report to work within two (2) working days of the first working day following the expiration of any leave of absence, shall be deemed to have terminated with the Corporation unless the employee provides an explanation satisfactory to the Corporation, as to why they were unable to report for work following the expiration of the leave of absence.

13.03 The Corporation shall grant leaves of absence without pay to employees to attend Union conventions, seminars, education classes or other Union business.

Leaves of absence will be approved to a maximum of two (2) employees at any one time. This restriction shall not apply to the Unit Vice-President. Leave for union business will be approved based on operational need and will not be unreasonably denied.

When requesting a leave of absence, the Union will endeavour to provide ten (10) working days' notice to the Corporation.

Leave of absence will be approved to a maximum of five (5) days per person per calendar year. This restriction shall not apply to the Unit Vice-President.

The Corporation agrees to grant the leave of absence with pay, benefits and accumulation of seniority for the duration of the leave. The employer will submit an invoice to the Local Union for reimbursement.

13.04 Any employee who is elected or selected for a full-time position with the Union, the Canadian Labour Congress, the Ontario Federation of Labour, the Ontario Division or the National Body of the Canadian Union of Public Employees, shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years. An extension may be granted upon request and the request shall not be unreasonably denied.

The employee's position shall be posted as temporary for the duration of the leave subject to Article 11. Upon their return, they shall be reinstated to their position prior to their leave. If the employee returns from the leave and the position no longer exists, the employee can exercise their seniority rights in accordance with Article 11.

13.05 (a) On application in writing to their immediate supervisor at least twenty-four (24) hours in advance, the Corporation may approve a leave of absence up to a maximum of four (4) hours with pay for each of two representatives of the Union, to attend the funeral of a deceased employee.

(b) Where an employee does not qualify for paid bereavement leave the employee may request a leave without pay to attend a funeral service. The employee shall have the option of using banked vacation or lieu time rather than lose pay for the leave. Such requests shall be considered notwithstanding they may be made on short notice as a result of unexpected circumstances.

13.06 Pregnancy, Parental and Adoptive Leave shall be in accordance with the *Ontario Employment Standards Act* as amended from time to time.

13.07 An employee who qualifies for pregnancy and/or parental leave and has passed their probationary period and who provides proof they are in receipt of employment insurance pregnancy or parental benefits shall be paid a supplemental employment benefit for a maximum period of fifteen (15) weeks based on employment insurance eligibility for pregnancy or parental benefits, excluding the employment insurance waiting period.

The benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings other than shift premiums or bonuses at the time of the leave, and the sum of their regular weekly employment insurance benefits per week provided such employee has a minimum of three (3) months earnings from the Corporation.

In the event that both parents in a family are employed by the City, only one (1) of them will be eligible for the top up for fifteen (15) weeks. However, the fifteen weeks can be split between the parents.

For the purpose of this article, employment standards legislation defines parent as:

- a natural or adoptive parent
- a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own

13.08 Education Reimbursement

Any employee who wishes to take an academic or technical course of study relating to their employment, or some other facet of local government operation, and wishes the

Corporation to reimburse them in whole or in part for the tuition and other costs involved, shall make application for such reimbursement to the Corporation through their Manager, prior to entering upon or enrolling in the course of study.

The Corporation shall have the exclusive right to determine if any reimbursement is to be made to the employee concerned, the amount of any such reimbursement, and the conditions under which it is to be paid which shall include, but not be limited to, a certificate successful completion of the course of study submitted to the Manger or Human Resources.

ARTICLE 14 - JURY DUTY

14.01 Any employee of the Corporation who is called upon to serve as a juror or as a witness in a legal proceeding shall be granted leave of absence for such purpose and shall be paid full salary or wages for the period of such service, provided they shall make application to their Department Head and deposit with the City through the Treasurer, the full amount of compensation received for such service but not including traveling and meal expenses. An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 The regular hours of work shall be according to those specified in Schedule "B" attached to and forming part of this Agreement.

15.02 The Corporation does not guarantee to provide the hours of work specified in Schedule "B", however, the regular schedule of hours of work shall not be changed, or new shifts established by the Corporation, without one (1) week's prior notice to and discussion with the Union Committee. If the parties are unable to come to an agreement, the matter shall be subject of a grievance at Step 3 of Article 8 of this Agreement.

15.03 An employee who is required to work in excess of the regular hours of work specified in Schedule "B" shall be paid for such hours at the rate of:

(a) (i) Works Employees

Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(ii) Parks and Recreation Employees

Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(iii) Office and Clerical Employees

Overtime at time and one-half for all hours worked in excess of the daily or weekly hours specified in Schedule "B"; double time after eight (8) hours of overtime worked on a regular scheduled work day or double time after four (4) hours of overtime worked on the first day of consecutive scheduled days off.

(b) Overtime at double time for all hours worked on Sunday, if not part of their scheduled work week, or if scheduled to work on Sunday, then for all hours worked on the second consecutive day during a period of scheduled days off, or for the second scheduled day off in any one calendar week, and save that no overtime shall be paid for a period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours on any one day.

(c) Time and one-half (plus holiday pay) for all hours worked on the day a paid holiday is observed, if a regularly scheduled working day.

(d) Double time (plus holiday pay) for all hours worked on the day a paid holiday is observed if not a regularly scheduled working day.

(e) Employees shall bank their first five (5) working days of equivalent overtime to be taken off. After the first (5) working days are banked an employee may choose to bank the remainder of their overtime or be paid. Employees are entitled to take fifteen (15) days including the first five (5) days of earned banked time in each entitlement year, January 1st – December 31st (determined by pay ending dates) to be taken by the end of August, upon approval of the Employee's supervisor. Requests for lieu time are to be submitted on the appropriate forms or Workday.

Employees who choose to bank time above the minimum of five (5) days may request to be paid by submitting a 'Sell Time Off' request in Workday or by written request to the Compensation and Benefits Specialist at least one (1) week prior to the bi-weekly payroll which will be paid out in the pay week in which the request is submitted. Any balance remaining will be paid by the last pay of January. There shall be no carry-over into the following year.

(f) Any employee may convert their overtime to a leave with pay providing both are done within the same pay period (e.g. 1 hour of overtime at the time and a half rate to be converted to 1.50 hours of leave with pay) and may be approved by management based on operational need. All overtime hours, including converted overtime, must be coded on the employee's timesheet.

(g) Lieu time banked for work during the annual Canal Days event can be carried over into the next calendar year but must be taken before December 31st of that next calendar year. For example, lieu time accrued for Canal Days in 2021 must be taken before December 31st 2022. Any Canal Days lieu time taken will count towards the annual maximum fifteen (15) days. Canal Days lieu time not taken by December 31st of the year in which it is accrued will be converted to regular lieu time and applied against the fifteen (15) day lieu bank.

15.04 No employee will be required to work in excess of the hours of work as specified in the *Employment Standards Act* (ESA) and the *Highway Traffic Act* (HTA) and their respective regulations.

15.05 Reporting for Work

(a) When an employee, because of failure of the Corporation to inform by notice or otherwise, that no work will be available, reports for work on schedule, in good faith, and is advised that there is no work available, they shall receive four(4) hours' pay at what would have been their applicable hourly rate without being required to work the said four (4) hours, but such four (4) hours shall not be considered as hours worked for the purpose of applying the overtime provision of this Agreement.

(b) Arena and Pool Personnel shall not leave the facility of employment until relieved of duty between shifts or prior to the end of a shift. Mutual arrangements between employees on early or late relief at shift times shall not result in overtime payment or deduction of pay provided the immediate Supervisor shall be notified at least one (1) hour in advance.

15.06 Emergency Call-In

An employee called in after having left their place of employment at the end of their regular shift to perform work which does not tie in with the start of their next regular shift, shall receive a minimum of four (4) hours' pay at the applicable overtime rate.

15.07 Stand By

The minimum of three (3) hours' stand-by pay at their regular rate shall be paid to an employee for each day, Monday – Friday and three and a half (3.5) hours' stand-by pay for each Saturday, Sunday and Statutory Holiday that they are required to remain on stand-by.

15.08 Overtime Distribution

(a) Overtime opportunities shall be distributed as equally as practical among Employees within the division who normally perform the work.

Office:

First to employees within a division who normally perform work.

Second to employees in other office groups who perform the same type of work and have the ability to perform the work.

Third to entire office & clerical on the basis of seniority and the ability to perform the work.

Fourth to all employees with bargaining unit on basis of seniority and ability to perform the work.

Operations:

For the purpose of this article the word group refers to Roads and Water & Sewer, and Parks. All road work to be offered to roads group first. All Water & Sewer

work to be offered to Water & Sewer group first. All Parks work to be offered to parks group first.

Roads & Water Services:

First to employees within a group and classification who normally perform the work involved.

Second to employees within the second group and classification, who normally perform the work involved.

Third - when employees from both groups have been exhausted, overtime to be offered to other employees within operations on basis of seniority and ability and overtime hours.

Fourth - on exhausting these employees, opportunities to be offered to entire bargaining unit on basis of seniority and ability to perform the work involved.

Parks Services:

First to employees within a group and classification who normally perform the work involved.

Second - when employees from this group have been exhausted, overtime to be offered to other employees within operations on basis of seniority and ability and overtime hours.

Third - on exhausting these employees, opportunities to be offered to entire bargaining unit on basis of seniority and ability to perform the work involved.

(b) In the event of a temporary transfer an attempt to balance accumulated overtime will be determined by the following process:

An employee who qualifies at this step must have their overtime total compared to the average of the employees who normally perform the work. If their overtime is more than the average of these employees they must use own total, if their overtime is less than the average - the average of the employees within the same class will be used as a medium to average overtime. An overtime sheet per department showing each employee's amount of overtime shall be posted and kept up to date weekly.

15.09 For the purpose of this article, scheduled overtime is defined as overtime that is preplanned by management and which is assigned seventy-two (72) hours in advance before the start of the overtime shift. Unscheduled overtime is defined as overtime that is assigned less than seventy-two (72) hours before the start of the overtime shift and will be subject to the provisions of Article 15.06.

An employee working unscheduled overtime for four (4) or more hours, will be allowed one-half hour lunch break with pay for each four (4) hour period worked and be provided a meal allowance of $20.00 for the overtime shift.

In cases of scheduled overtime, meal break with pay will be provided for every four (4) hours worked, however no meal allowance will be provided unless work exceeds 8 hours.

15.10 Neither overtime premium nor credits for overtime shall be pyramided for any overtime calculation.

An overtime sheet for each department showing each employee's amount of overtime shall be posted and kept up-to-date weekly.

15.11 An Employee required to work during their vacation period shall be paid at double time their applicable hourly rate for all work performed by them in addition to their vacation pay.

ARTICLE 16 - VACATIONS

16.01 An employee on the payroll shall be granted a vacation with pay in each calendar year (starting January 1, 2026) on the following basis:

YEARS OF SERVICE AS OF DECEMBER 31 IN VACATION YEAR	VACATION ENTITLEMENT	PAY AS A PERCENTAGE OF EARNINGS IN YEAR ENDING DECEMBER 31
Less than one (1) year	One (1) working day with pay each month up to a maximum of ten (10)	4% of earnings
One (1) year to six (6) years	Three (3) weeks	6% of earnings
Six (6) years or more, but less than twelve (12) years	Four (4) weeks	8% of earnings
Twelve (12) years or more, but less than twenty (20) years	Five (5) weeks	10% of earnings
Twenty (20) years or more, but less than twenty-eight (28) years	Six (6) weeks	12% of earnings
Twenty-eight (28) years or more	One (1) additional day per year beginning in year Twenty-eight (28)	

** Vacation pay shall be based on the appropriate percentage of earnings in the year ending December 31 or maintenance of the employee's regular pay, whichever is greater, for the purpose of reconciliation of overtime only.

Employees returning to work from pregnancy or parental leave shall be granted the regular vacation entitlement owed to them in their returning calendar year as time off without pay. Notwithstanding the foregoing, the employer agrees that these employees will be entitled to be paid for 2 weeks of that vacation time at (4%).

16.02 If a paid holiday falls or is observed during a permanent employee's vacation period, they shall be allowed an additional vacation day with pay.

16.03 The vacation pay may be made available in the employee's bank account at the beginning of their vacation period if so requested one week in advance in writing.

16.04 The Corporation shall set vacation days and in doing so, shall take into account the wishes of the permanent employees in each department on the basis of seniority. Lists calling for vacation requirements shall be posted by March 1st and complete vacation schedules posted by March 31st. Single day requests will be approved based on operational need. Employees shall enter their approved vacation schedules into Workday. Such requests shall not be unreasonably denied. Should an employee require assistance in entering their request in Workday Management will assist.

16.05 Where possible, Arena employees wishing to book vacation between January 1st and March 31st will submit their requests as soon as reasonably possible. Requests will not be unreasonably denied.

16.06 Requests for change in vacation are to be made in writing by the permanent employee and submitted to their immediate supervisor ten (10) working days prior to approve vacation time. Any approved changes in vacation schedules must be updated accordingly in Workday by the employee. Should an employee need assistance in updating their vacation time in Workday, Management will assist. Requests for change in vacation will be approved based on operational need, and such requests will not be unreasonably denied.

16.07 Where a permanent employee qualifies for sick leave requiring hospitalization or bereavement during the period of vacation, there shall be no deduction from vacation credits for the period of such hospitalization, bereavement or other approved leave for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date as approved by management.

For the purpose of this clause the word "hospitalization" is broadly defined and includes admission to a hospital as well as same day surgeries and/or medical procedures performed in a hospital, outpatient clinic or Doctor's office provided the need to remain off work on sick leave is supported with a note from a recognized medical practitioner.

16.08 New employee's vacation time will be pro-rated based on months of service in the first year. After that vacation time is based on accumulated seniority. If an employee begins on or before the 15th of a month they will be entitled to one (1) vacation day per month as outlined in Article 16.01. If an employee begins on or after the 16th of a month they will not be entitled to a vacation day for that month.

ARTICLE 17 - SAFETY & HEALTH

17.01 The Corporation will continue to make adequate provisions for the safety and health of employees during the hours of their employment.

17.02 As required under the Occupational Health & Safety Act the Corporation shall establish safety committees as defined in the Terms of Reference for these committees.

17.03 The Union and the employer agree to work co-operatively to reduce workplace injuries. All employees shall co-operate with the employer in ascertaining capability of performing

available modified work. Employees shall not take up employment outside of the municipal corporation while absent or assigned to modify duties arising out of illness, accident or industrial injury.

Where an employee has been sick or absent due to compensable injury and a Doctor has identified the employees' work restrictions, the municipal corporation will endeavour to provide modified work within those restrictions, and the employee will be expected to perform the work available as offered.

Where an employee is on modified work, overtime will be allocated at the municipal corporation's discretion subject to the terms of this Agreement. Such discretion will not be exercised in a discriminatory or arbitrary manner.

ARTICLE 18 - CLOTHING

18.01 Protective Clothing

The Corporation shall:

(a) Furnish rubber boots, raincoat, rain hat, rubber pants, safety helmet and safety vest or any additional safety equipment as required by current Provincial Legislation or deemed necessary by the Corporation to each outside worker including By-Law and Engineering staff and shall hold each individual responsible for any loss of such items in their possession. These garments to be replaced or repaired by the Corporation if old item turned in is worn or defective.

(b) The Corporation shall supply safety sunglasses for all employees required to work outside.

(c) Supply a change house locker to each of its outside employees.

(d) Supply work gloves to all employees requiring them during the course of their work. In all cases, an employee shall be required to present worn out gloves before new replacement gloves will be issued.

(e) The Corporation will pay up to three hundred dollars ($300) upon submission of appropriate receipts for the purpose of safety boots for all permanent employees required to wear the same under the Occupational Health and Safety Act. Future replacement of safety boots will be replaced on a worn out basis only.

(f) It shall be a condition of employment to wear all safety equipment in accordance with the Health & Safety Act, and the Joint Health and Safety Committee requirements.

(g) The Corporation agrees to replace tools which employees supply and use in their regular work which are broken or worn out by regular on the job usage. Broken tools to be replaced must be turned in to the Department Superintendent. This does not pertain to tools covered by a manufacturer's warranty. Employees who are supplied City owned tools shall be held responsible for same including replacement if lost.

(h) The Corporation shall supply complete coverall suits (winter and summer weight) to be maintained by the employee or employer in cases of wastewater contact. Future replacement of coverall suits will be approved on a worn out basis upon approval of Supervisor.

(i) The Corporation agrees to supply any other safety clothing or equipment as prescribed in the Occupational Health & Safety Act.

18.02 By May 31st of each year, the Employer shall supply all permanent employees of the Operations, (Engineering, Works & Parks Divisions):

(i) All full time outside staff will receive an annual clothing allowance of three hundred and fifty dollars ($350). Employees must wear this apparel at work.

(ii) Office and Clerical staff will receive an annual clothing allowance of two hundred and twenty-five ($225) for the purchase of clothing items from the approved list.

18.03 Proper accommodation shall be provided for employees to have their meals and change their clothes in accordance with Provincial Legislation.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Corporation will provide a Union Bulletin Board for the posting of notices pertaining to Union matters, such as notices of meetings and other non-controversial general matters. All notices to be approved by the Corporation before posting. It is agreed that Bulletin Boards for Union business shall be provided at City facilities.

ARTICLE 20 - PAID HOLIDAYS

20.01 Each employee shall be entitled to a holiday with pay on each of the following days, or a day declared in lieu thereof, to be taken with 12 months of the holiday or shall receive the equivalent of their regular day's pay, at the discretion of their immediate Supervisor, provided:

a) They work their scheduled working days next preceding and next following the holiday unless excused in writing by being on authorized paid leave, and

b) They work in the week in which the holiday is observed:

WORKS, PARKS & RECREATION EMPLOYEES	OFFICE & CLERICAL EMPLOYEES
New Year's Day	New Year's Day
Family Day	Family Day
Good Friday	Good Friday
Victoria Day	Easter Monday

Canada Day	Victoria Day
Civic Holiday	Canada Day
Labour Day	Civic Holiday
National Day for Truth and Reconciliation	National Day for Truth and Reconciliation
Thanksgiving Day	Labour Day
Remembrance Day	Thanksgiving Day
Christmas Day	Remembrance Day
Boxing Day	Christmas Day
**Floating Holiday	Boxing Day
**subject to mutual agreement between employee and the Department Head or Supervisor	

20.02 The following shall apply in respect to scheduling:

a) Either the day before Christmas or the day before the New Year as scheduled by the Department Head

b) And any other holiday declared by the Federal, Provincial or Municipal government as scheduled by the Department Head.

20.03 An employee who is required to and does work on the day of observance of one of the above holidays, shall in addition to the benefits of Section 20.01 be paid in accordance with the provisions of Article 15.

20.04 An employee scheduled to work on the day of observance of one of the above holidays and who fails to work, shall forfeit the pay for the day, unless excused in writing by their Department Head.

20.05 If the holiday is observed on a normal working day during an employee's vacation, they shall receive another day's vacation with pay.

20.06 When any of the above noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

20.07 When any of the above noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to Monday) shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 21 - GENERAL HEALTH PLAN

21.01 The Corporation agrees to make arrangements for the following Health Plan, subject to the terms and policies and the rules and requirements of the carriers:

(1) Life Insurance - 1 ½ times the permanent employee's annual salary to the next highest $500.00 including Accidental Death and Dismemberment.

(2) Employer Health Tax.

(3) Green Shield or equivalent Semi Private Hospital Accommodation.

(4) Effective April 1, 2025

- Green Shield or equivalent plan for extended Heath Care Benefits ($10/$20 deductible), ($0.35 deductible prescription drugs).
- Out of province coverage.
- Eye wear or corrective laser surgery to a maximum of $500.00 every two (2) years and $125.00 for eye exam every two (2) years.
- Massage coverage to a maximum of $700.00 annually.
- Chiropractic coverage to a maximum of $700.00 annually.
- Orthotic replacement to a maximum of $450.00 every 18 months.
- Green Shield or equivalent Code 9 Dental Plan - Current ODA rates for all years with rider #2 providing for dentures on the basis of 50-50 co-insurance of $1,000 maximum per person meaning a maximum claim of $2,000.
- Caps and Crowns to a maximum of $1500.00 annually.
- Bridgework coverage per eligible dependent $1000.00 lifetime.
- Orthodontics per eligible dependent $2500.00 lifetime.
- Hearing aides $500.00 annually.
- Naturopath coverage to a maximum of $500.00 annually.
- $1500 combined maximum annually per employee and per dependent for psychiatrist, psychotherapist, social worker, psychologist, psychoanalyst
- A health care spending account of $400.00 annually combined

(5) A Long Term Disability Plan to provide 75% of normal gross monthly earnings to a maximum of $5,000.00 until age 65, plan to be "own occupation two years", to be effective after four months of disability or expiry of Short Term Disability Plan, whichever is the later. Benefits provided under Article 21.01 to be paid by the Employer while on L.T.D. Benefit. If disabled at age 64 benefits payable for twelve (12) months. Premiums for L.T.D. to be shared 75% by Employer, 25% by employee. Usual provisions of W.S.I.B., C.P.P. and O.M.E.R.S. to be applicable.

(6) $4,000.00 Term Life Insurance till age 70. The City will retain any U.I.C. rebates to help defray the cost of premiums incurred.

21.02 The Corporation shall pay for each permanent employee and employees up to age 65 on early retirement in accordance with O.M.E.R.S. participating in such coverage, the maximum amount allowable under the Municipal Act of the Health Plan (100%).

21.03 A permanent employee on authorized leave of absence or absence due to illness or non-compensable accident up to one (1) year duration shall continue to be eligible for the

Health Plan. An employee covered by W.S.I.B. benefits shall continue to be eligible for the Health Plan in accordance with the Workplace Safety & Insurance Act.

21.04 A permanent employee terminated, shall cease to qualify for the above coverage at the end of the calendar month in which they are laid off or terminated.

21.05 A permanent employee laid off, having attained one (1) year seniority will remain covered by the above following benefits from 21.01 - 1 to 5, for a period of thirty (30) working days from the date they were laid off. After the thirty (30) working days, such benefits can be available at the Employee's own cost.

21.06 In the event of the death of a permanent employee, the employee's surviving dependent family will continue to receive coverage from 21.01(2) - 21.01(5) at no cost for a period of up to one (1) year subsequent to the death of the employee, providing the surviving spouse is not currently enrolled in same type plan at their place of employment.

21.07 Permanent Full Time Employees 65 years of age and older who are eligible and enrolled shall receive all benefits presently covered by this collective agreement with the exception of Article 21.01 (1) regular Life Insurance and Article 21.01 (6) Long Term Disability.

It is however understood that all prescription medications must first be submitted to the Ontario Drug Benefit Plan and anything not covered by that plan can then be submitted to the Green Shield Plan.

ARTICLE 22 - PENSION PLAN

22.01 The present pension plan now in force for permanent employees is to be continued; each eligible employee is required to become a member of the OMERS Pension Plan as a condition of employment in accordance with the terms of the OMERS Pension Plan itself.

ARTICLE 23 - SHORT TERM AND LONG TERM DISABILITY

23.01 The Corporation will provide a self-insured short term disability benefit plan for all permanent employees on the following basis:

(a) Each regular employee who has successfully completed their probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident shall be paid short term disability on the basis of full pay for the first three (3) weeks of absence due to such illness or accident. Employees will be paid for an additional two (2) weeks for each year of service to a maximum of seventeen (17) weeks at one hundred percent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred percent (100%) of their pay will receive seventy-five percent (75%) for that period until seventeen (17) weeks are completed, and deductions for C.P.P., U.I.C. and OMERS will continue during this seventeen (17) week "Short-Term" disability period.

(b) During the "Short-Term" period of disability, periods of disability separated by less than ten (10) full working days of active employment will be considered the same

period of disability unless disability is due to unrelated causes. During the "Short-Term" disability period, the employees benefit plans will be continued.

(c) Short Term disability will be paid out at the permanent employee's standard daily wage as of the first day of absence.

(d) The Union will cooperate with the City in defining Short Term Disability and developing early return to work programs for employees who qualify for short term disability.

23.02 If an employee is absent from work due to illness in excess of three (3) consecutive working days the employee shall be required to produce a Doctor's Certificate at the expense of the Employer.

23.03 A permanent employee who has satisfactorily completed their probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident, shall be paid in accordance with Section 23.01.

23.04 Any employee prevented from performing their regular work with the Employer due to an occupational accident which is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act shall receive their net income from the Short Term Disability as provided in Article 23.01 and in return the Employer shall receive any monies paid by the Workplace Safety & Insurance Board and credit these monies to the Short Term Disability Plan.

23.05 For the purposes of this Article:

a) "Non compensable accident" shall be deemed to mean:

1. an accident suffered on the job for which compensation in lieu of wages is not received from the Workplace Safety & Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and

2. An accident suffered other than while at work.

b) "Standard daily wage" shall be the employee's rate of pay per pay period, divided by the number of their normally scheduled working days in the pay period.

23.06 Any employee who, because of illness or injury, is unable to report for duty shall give notice of such fact in accordance with department protocols.

(Note: The parties will meet within 6 months of ratification to establish the department protocols.)

23.07 An employee who is on pregnancy or parental leave or any other leave of absence without pay, shall not be entitled to receive Short Term Sick Leave benefits during said Leave. However, Short Term Sick Leave benefits will be reinstated following return from such leave after completion of six (6) full working days.

23.08 In the event an employee becomes ill or disabled while on layoff, they will not be entitled to Short Term Sick Leave payments until their original specified recall date occurs or the

date they would have been recalled, as part of the general recall. If another employee is recalled to perform in their position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:

(a) should the disability occur after written "notice of layoff" has been given, the employee will not qualify for Short Term Sick Leave payments during such period of layoff, and

(b) where the disability occurred before written "notice of layoff" was given, the employee will qualify for Short Term Sick Leave benefits in accordance with 23.01(a).

23.09 Any employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their applicable hourly rate.

ARTICLE 24 - PAY DAYS

24.01 The Employer shall deposit the employee's pay by 4:00 p.m. every other Thursday in the account of the employee at the Financial Institution of the employee's choice. The Union will not hold the Corporation responsible for any unavoidable delay.

ARTICLE 25 - SALARIES AND WAGES

25.01 The Corporation agrees to pay and the Union agrees to accept the salaries and wage rates set out in Schedule "A" attached to and forming part of this Agreement.

25.02 (a) Existing classifications shall not be eliminated or changes made without prior agreement with the Union. When the Corporation establishes a new classification, the Corporation will draw up a job description and submit it to the Joint Job Evaluation Committee set up by the Parties and established by the Terms of Reference for Joint Gender-Neutral Job Evaluation Program dated June 21, 1989.

(b) When the duties or volume of work in any classification are changed or increased in other than the basic requirements of said classification or where the Union and/or an employee feels they are unfairly classified or when a position not covered in Schedule "A" is established during the terms of this Agreement, the Corporation will review and rewrite the job description and submit it to the Joint Job Evaluation Committee referred to above and in accordance with Article 5 Plan Maintenance of the parties Pay Equity Plan dated September 12, 1991. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

(c) The Corporation will reimburse employees who must update and/or renew licensing as a requirement of their position. (e.g. mechanics, stationary engineers, electricians, etc.)

Employees that are required to have a valid DZ drivers license shall, on request, be granted a paid leave of up to two (2) hours at their regular rate of pay during regular work hours in order to renew their DZ license. Notwithstanding the foregoing paid leave, employees shall be paid one (1) hour at their regular hourly

rate for the purpose of travel to and from the testing location and the cost of the renewal will be reimbursed upon submission of a receipt.
30

(d) The Corporation will also reimburse employees for any training courses or schooling that they take that would be beneficial and pertains to their position upon successful completion of the course.

(e) The Corporation will further reimburse the employee for any costs incurred for any required medical, renewal DZ licenses, when such license is a requirement of the employee's current position.

25.03 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

25.04 Where an employee is overseeing three (3) or more employees, they will be deemed to be the Lead Hand and the wage level while on this assignment is to be the employee's basic rate, plus two dollars and fifty cents ($2.50) per hour. Lead Hand vacancies of a duration exceeding twenty (20) working days will be posted in accordance with the provisions of Article 11.07.

ARTICLE 26 - BEREAVEMENT PAY

26.01 An employee shall be granted:

(a) five (5) regularly scheduled consecutive workdays leave without loss of salary or wages in the case of the death of a wife, husband, same sex partner, son, daughter, stepchild, parent, step-parent, sibling(s), step-sibling(s), grandchild, grandparent, grandparent-in-law, step-grandparent, step-grandchild.

(b) three (3) regularly scheduled consecutive workdays leave without loss of salary or wages in the case of the death of a mother-in-law, father-in-law, legal guardian or ward, brother-in-law or sister-in-law.

(c) one (1) regularly scheduled workday leave without loss of salary or wages in the case of the death of an aunt, uncle, niece or nephew, any other blood relative residing in the employees household or as a pallbearer.

(d) Where the burial occurs outside a two hundred and forty (240) kilometre radius of the municipality, such leave shall include one (1) day traveling time, and the employee shall provide reasonable proof of death.

The deferral of one day of bereavement upon approval of supervisor for the purpose of attending a funeral or memorial service that was delayed and the employee shall provide reasonable proof of day of funeral or service.

ARTICLE 27 - NO UNION ACTIVITY ON CITY PREMISES

27.01 The Union will not engage in Union Activity during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Corporation.

ARTICLE 28 - UNION OFFICIALS

28.01 The Union shall supply the Corporation in writing with the names and addresses of all of its officials as at present constituted and any change in such an official's position within five (5) days after any such change. Such notification shall be addressed to the Chief Administrative Officer.

ARTICLE 29 - REST PERIODS

29.01 Each employee shall be allowed two (2) fifteen (15) minute rest periods in each shift (one in each half shift) and these rest periods shall be taken at the location of the work with the time of the rest period to be at the discretion of the immediate Supervisor in charge.

ARTICLE 30 - MILEAGE ALLOWANCE

30.01 When requested by the City and authorized by the employee's Department Head to use personal cars for the Corporation business, any employee who does so, will be paid a per kilometer travelled on City business reimbursement equivalent to that established by the Canada Revenue Agency as amended from time to time.

ARTICLE 31 - METHODS OF SERVICE

31.01 The Corporation shall continue to determine the methods through which municipal services are to be provided. The Corporation agrees that if and when it should alter a method or methods now in effect, no permanent employee will be laid off or have their employment terminated by reason thereof.

31.02 No subcontractor shall have the use of City equipment for snow removal purposes unless a bargaining unit employee accompanies such equipment for the sole purpose of operating it and shall be paid by the Corporation according to Article 2 and Schedule "A" of this Agreement.

31.03 In the event that the Corporation should introduce new methods or machines which require new or greater skills than are possessed by an affected employee under the present methods of operation, the Corporation shall reimburse each employee who successfully concludes any such required training or study course for the cost of tuition and text books. A copy of the certificate of completion must be submitted to the employee's Manager or Human Resources. To the extent practicable an employee will be released for training during regular working hours. Where this is not possible and the employer requires the employee to complete the training the employee shall earn lieu time on an hour for hour basis for all hours spent in training. Because this arrangement is intended to enhance job security and is of mutual benefit, such time shall not be considered overtime.

To clarify, when an employee is on training, hours will be adjusted during the week of training by the supervisor to avoid overtime accumulation. Where overtime is accumulated

it is paid in accordance with Article 15. Travel and training will be paid as earned or can be banked in lieu to be taken, or paid out as prescribed in Article 15.03 (e).

Travel time in lieu may exceed the 15 day annual maximum allotment prescribed in Article 15.03 (e) but the time must be taken by the end of September, upon approval of the employee's supervisor. Any balance remaining will be paid by the last pay of October.

ARTICLE 32 - SHIFT PREMIUM

32.01 An employee shall be paid a shift premium as follows:

(a) Shift Premium Afternoon - One dollar and ten cents ($1.10) per hour when working on an eight (8) hour afternoon shift. An afternoon shift shall be one in which the scheduled hours fall between 3:00 pm and 11:00 pm, the employee will be paid the premium for hours worked within the 3:00 pm to 11:00 pm period. Any hours outside of this period are paid without a premium.

(b) Shift Premium Evening - One dollar and twenty cents ($1.20) per hour when working on an eight (8) hour evening shift. An evening shift shall be one in which the scheduled hours fall between 11:00 pm and 7:00 am, the employee will be paid the premium only on hours worked within the 11:00 and 7:00 am period. Any hours outside of this period are paid without a premium.

(c) Shift Premium Weekend – One dollar and ten cents ($1.10) per hour when working a regular day shift (i.e. not on overtime) on a Saturday or Sunday.

(d) Shift Premium Weekend Afternoon – Two dollars and twenty cents ($2.20) per hour when working a regular eight (8) hour afternoon shift (i.e. not on overtime) on a Saturday or Sunday. An afternoon shift shall be one in which the scheduled hours fall between 3:00 pm and 11:00 pm, the employee will be paid the premium for hours worked within the 3:00 pm and 11:00 pm period. Any hours outside of this period are paid without a premium.

(e) Shift Premium Weekend Evening – Two dollars and thirty cents ($2.30) per hour when working a regular eight (8) hour evening shift (i.e. not on overtime) on a Saturday or Sunday. An evening shift shall be one in which the scheduled hours fall between 11:00 pm and 7:00 am, the employee will be paid the premium only on hours worked within the 11:00 pm and 7:00 am period. Any hours outside of this period are paid without a premium.

(f) Shift Premium Single Person Plow – A premium of five dollars ($5.00) per hour shall be paid while an employee is assigned to and performing single-person snow plow operations, operating a five-tonne truck or tandem unit and equipped with a wing, during winter control operations, for the term of this collective agreement. For clarification purposes, this premium will cease on March 31, 2028.

32.02 Shift premiums shall be paid as a straight rate per hour for all such hours worked in Section 32.01 but shall not be included when calculating premium pay for overtime hours worked or for pay for holidays with pay, or for other special benefits in this Agreement, but shall be included in "earnings" for the calculation of pay for vacations.

ARTICLE 33 - NOTIFICATION OF PARTIES

33.01 Unless otherwise specified, notices required by this Agreement and correspondence between the parties which occur as a result of this Agreement shall be exchanged electronically. When required or when either party considers it appropriate in the circumstance communication will be initiated by regular mail. Regular mail may also be sent as a follow up to e-mail.

Communication shall be between:

1) The Chief Administrative Officer
The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
cao@portcolborne.ca

2) CUPE Local 1287
23 Smith Street, Main Unit
St. Catharines, Ontario
L2P 3J7

3) CUPE National Representative
St. Catharines Area Office
Canadian Union of Public Employees
Two Westport Centre
110A Hannover Drive, Suite 101
St. Catharines, ON L2W 1A4

The parties commit to exchanging and maintaining current e-mail addresses to ensure email communication is efficient and effective.

ARTICLE 34 - DURATION OF AGREEMENT

34.01 This Agreement shall become effective as of April 1st, 2025 and shall remain in full force and effect until March 31st, 2028.

34.02 This Agreement shall be automatically renewed on March 31st, 2028 unless notice by registered mail is given by either party to the other party for amendment not less than sixty (60) days, nor more than ninety (90) days prior to March 31st, 2028 or any anniversary of such date.

34.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification.

34.04 During negotiations for any proposed new or revised Agreement, this Agreement shall remain in full force and effect until a new or revised Agreement is signed, or until conciliation proceedings have been completed whichever comes first.

34.05 The Union and the City desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the City shall print and

distribute sufficient copies of the Collective Agreement within thirty (30) days of signing. The Parties shall share the costs of the printing.

IN WITNESS WHEREOF, the Corporation of the City of Port Colborne has caused its corporate seal to be affixed under the hands of its proper officers in that behalf and the representatives of the Canadian Union of Public Employees and its Local 1287 have hereunto set their hands and seals on behalf of the said Union and their own behalf.

Signed electronically this 2nd day of September, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287-20
Mary Murray	Fiona Barr (Sep 2, 2026 11:04:24 EDT)
Abel	[illegible] (Sep 3, 2026 11:25:18 EST)
Carla Day	Chris Alek (Sep 3, 2026 12:48:33 EDT)
Greg Zimmer	Scott Cole (Sep 4, 2026 05:35:15 EDT)
A. Camovale (Sep 2, 2026 11:23:04 EDT)	Ed White (Sep 29, 2026 15:17:35 EDT)
L Madden	Paul Lindberg (Sep 8, 2026 15:05:02 EDT)
William C. Stucic (Sep 2, 2026 12:47:21 EDT)	John Stockton (Sep 2, 2026 16:58:2[illegible] EDT)
	[illegible] (Sep 2, 2026 12:55:58 EDT)

SCHEDULE "A" – WAGES
OPERATIONAL AND COMMUNITY SERVICES
JOB CLASSIFICATION AND HOURLY WAGE RAGES

Grade	Job Classification	2024		2025		2026		2027	
2		$23.73	$49,361.28	$25.16	$52,322.96	$26.41	$54,939.11	$27.47	$57,136.67
3		$25.77	$53,611.84	$27.32	$56,828.55	$28.69	$59,669.98	$29.83	$62,056.78
4		$27.55	$57,313.93	$29.21	$60,752.77	$30.67	$63,790.41	$31.90	$66,342.03
5	Parks Summer Equipment Operator Roads Casual Labourer	$28.12	$58,479.41	$29.80	$61,988.17	$31.29	$65,087.58	$32.54	$67,691.08
6	Roads, Parks, Cemetery Operations Clerk Facility Operator Arena	$28.31	$58,890.75	$30.01	$62,424.20	$31.51	$65,545.41	$32.77	$68,167.23
7	E.O. Class I Roads & Parks E.O. Class III Roads E.O. Class IV/V Roads Sweeper W/WW Operator w/OIT Facility Operator Marina	$28.69	$59,667.74	$30.41	$63,247.80	$31.93	$66,410.19	$33.21	$69,066.60
8	Utilities Technician	$29.05	$60,421.87	$30.79	$64,047.18	$32.33	$67,249.54	$33.62	$69,939.52
9	Roads Backhoe Operator Stores, Water, Fleet & Facilities Clerk	$29.43	$61,208.71	$31.19	$64,881.23	$32.75	$68,125.29	$34.06	$70,850.30
10	E.O. Class IV & V/Grader W/WW Operator w/MOE	$29.80	$61,975.83	$31.58	$65,694.38	$33.16	$68,979.10	$34.49	$71,738.26
11	W/WW Operator IV w/Backhoe Gardener	$31.59	$65,700.78	$33.48	$69,642.83	$35.16	$73,124.97	$36.56	$76,049.97
12	Arena Crew Leader Heavy Equipment Operator	$31.92	$66,386.35	$33.83	$70,369.53	$35.52	$73,888.01	$36.94	$76,843.53
13	Operations Crew Leader Marina Crew Leader Roads Crew Leader	$33.23	$69,128.65	$35.23	$73,276.37	$36.99	$76,940.19	$38.47	$80,017.80
14	Facilities Maintenance Technician – Plumber Facilities Maintenance Technician – Electrician Mechanic Parks Crew Leader W/WW Crew Leader General On-Call	$34.77	$72,321.60	$36.86	$76,660.90	$38.70	$80,493.95	$40.25	$83,713.71
15	Senior Mechanic	$39.34	$81,827.20	$41.70	$86,736.83	$43.79	$91,073.67	$45.54	$94,716.62

SCHEDULE "A" – WAGES
OFFICE AND CLERICAL WORKERS
JOB CLASSIFICATION AND HOURLY WAGE RATES

Grade	Job Classification	2024		2025		2026		2027	
3		$27.08	$49,289.87	$28.71	$52,247.26	$30.14	$54,859.62	$31.35	$57,054.00
4		$27.57	$50,169.69	$29.22	$53,179.87	$30.68	$55,838.86	$31.91	$58,072.41
5	Licensing Clerk Customer Service Representative	$28.13	$51,189.48	$29.81	$54,260.85	$31.30	$56,973.89	$32.56	$59,252.85
6	Legislative Assistant By-Law Intake Officer	$28.30	$51,509.41	$30.00	$54,599.97	$31.50	$57,329.97	$32.76	$59,623.17
7	Planning Technician Accounting Clerk A/P	$28.69	$52,209.27	$30.41	$55,341.83	$31.93	$58,108.92	$33.21	$60,433.28
8	Water Clerk Marina Clerk	$30.31	$55,168.66	$32.13	$58,478.78	$33.74	$61,402.72	$35.09	$63,858.83
9	Tax Clerk	$31.23	$56,831.46	$33.10	$60,241.35	$34.75	$63,253.42	$36.14	$65,783.56
10	Municipal Law Enforcement Officer Zoning Administrator	$36.42	$66,286.38	$38.61	$70,263.56	$40.54	$73,776.74	$42.16	$76,727.81
11	Financial Accountant Engineering Technologist Planner Environmental Analyst	$36.78	$66,946.24	$38.99	$70,963.01	$40.94	$74,511.16	$42.58	$77,491.61
12	Design Technologist/Project Coordinator	$37.17	$67,646.10	$39.40	$71,704.87	$41.37	$75,290.11	$43.02	$78,301.71
13		$37.51	$68,265.97	$39.76	$72,361.93	$41.75	$75,980.03	$43.42	$79,019.23
14	Senior Municipal Law Enforcement Officer Building Inspector GIS Analyst	$37.87	$68,923.40	$40.14	$73,058.80	$42.15	$76,711.74	$43.84	$79,780.21

SCHEDULE "B"

OFFICE & CLERICAL - HOURS OF WORK

Classifications not otherwise specified	STANDARD: 8:30 a.m. to 4:30 p.m. Mondays through Fridays, with one (1) hour unpaid lunch period.
Engineering Internal	8:30 a.m. to 4:30 p.m. with one (1) hour unpaid lunch period.
Municipal Law Enforcement	Monday – Sunday with each shift consisting of a minimum of seven hours per day and a maximum of 35 regular hours per week, with two consecutive days off per work week.

The Corporation and the Union agree that flex time may be accommodated by management based on seniority and operations for office staff with the understanding that core service hours and service must be maintained.

SCHEDULE "B"

WORKS & COMMUNITY SERVICE EMPLOYEES - HOURS OF WORK

1. Classifications not otherwise specified.	REGULAR: 8:00 a.m. to 4:00 p.m. Monday through Friday with a paid twenty (20) minute lunch period.
2. Sweeper Operator	April 1st to November 1st: 6:00 a.m.-2:00 p.m. Monday to Friday November 2nd to March 31st: Regular hours of work 8:00 a.m. to 4:00 p.m. with a twenty (20) minute paid lunch.
3. Arena Employees	When ice is in or during scheduled events staff will work a regular shift of eight (8) hours with a regularly scheduled paid twenty (20) minute lunch. It is acknowledged that hours of operation for the new Vale Health and Wellness Centre arenas may vary from historical hours of the West Side Arena and the Teeder Kennedy Arena; consequently, it may be necessary to adjust and alter hours of shifts to accommodate the new and expanded facility. The City will adjust hours and shifts for the new Centre to maximize use and keep costs under control in discussion with the Union. The City will provide a schedule of eight (8) regular hours per day, forty (40) hours per week.
4. Temporary Parks Summer Employees	May to Thanksgiving - annually. Monday through Sunday from 6 a.m. to 2 p.m. and 2 p.m. to 10 p.m. with a twenty (20) minute paid lunch.
5. Record Clerk (Operations) Operations Clerk (Operations)	8:00 a.m. to 4:00 p.m., five (5) days per week, forty (40) hours per week; Monday to Friday inclusive.
6. Summer Hours	From the first Monday in May to the third Friday in September, Monday to Friday, 7:00 a.m. to 3:00 p.m. with a twenty (20) minute paid lunch period for Roads and Water & Sewer, Parks (excluding Arena Employees).
7. Seasonal Roads Employees	Seasonal Roads Employees may be scheduled to work any day from Sunday through Saturday between the hours of 7:00 a.m. and 11:00 p.m., inclusive, and shall receive a paid twenty (20) minute meal period. Regular hours of work may be varied to

	meet season operational requirements in accordance with the provisions of Article 15.02.
8. Utility Locate Technician & Water Meter Reader Technician	8:00 a.m. to 4:00 p.m., five (5) days per week.

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287-20

RE: EVENT SCHEDULING OF OVERTIME

The Corporation and the Union agree that management within its rights as outlined in the Collective Agreement will determine the working shifts for events in the number of union staff required. The scheduling of union staff during events will be based on overall seniority within that division that normally performs the work as outlined in the collective agreement and in compliance with ESA regulations and or any other regulations.

Signed electronically this 2nd day of September, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE	CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287-20
Mary Murray	Fiona Barr (Sep 2, 2026 11:04:24 EDT)
Mary Murray, CHRO	Fiona Barr, First Vice President
Annie Beck	Mike Kyle (Sep [illegible] EDT)
Annie Beck, Senior HR Generalist	Mike Kyle, Unit Vice President

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF PORT COLBORNE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287

RE: UNION EMPLOYEE TRANSFERRING INTO A NON-UNION POSITION

1) Due to the expansion of the OMERS pension plan to non-full-time employees of any OMERS employer, Article 22 (Pension Plan_ reference in 3.03 no longer applies.

2) Temporary employees may elect to enroll in the OMERS pension plan.

3) The parties hereby agree that Article 3.03 will be amended during the next round of collective bargaining between the parties to delete Article 22 (Pension Plan) from the list of exclusions for temporary employees.

4) Article 22.01 will be amended to reflect that temporary employees may elect to enroll in the OMERS pension plan.

5) Immediately, current temporary employees may elect to enroll in the OMERS pension plan.

Signed electronically this 2nd day of September, 2026.

THE CORPORATION OF THE CITY OF PORT COLBORNE

Mary Murray

Mary Murray, CHRO

Annie Beck, Senior HR Generalist

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1287

Fiona Barr
Fiona Barr (Sep 2, 2026 11:04:24 EDT)

Fiona Barr, First Vice President

Mike Kyle (Sep 3, 2026 11:25:08 EDT)

Mike Kyle, Unit Vice President