

Authorized by By-law No. 2025-034

# COLLECTIVE AGREEMENT

BETWEEN

**owen  
sound**  
where you *want* to live

The Corporation of the City of Owen Sound

AND

***CUPE* 1189-01**  
*Canadian Union of Public Employees*

Canadian Union of Public Employees (CUPE)  
Local 1189-01

**April 1, 2024 to March 31, 2027**

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This Agreement made and entered into

BETWEEN

The Corporation of the City of Owen Sound

hereinafter called the "Employer" of the first part,

and

The Canadian Union of Public Employees and it's Local 1189-01

hereinafter called the "Union" of the second part.

**ARTICLE 1 - PURPOSE AND COVERAGE**

1.01 It is the purpose of both parties to this agreement:

1. To maintain and improve harmonious relations and settle conditions of employment between the Corporation and the Union.
2. To recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.
3. To meet at least every four (4) months as a Labour/Management committee, on the request of either party or parties, until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect ~~effect~~ the parties or any employee bound by this Agreement, however, which do not relate to collective bargaining or grievances. The Committee to consist of up to three (3) Union Representatives and up to three (3) Management Representatives.
4. To encourage efficiency in operations.
5. To promote the morale, well being and security of all employees in the bargaining unit of the Union.

1.02 This Agreement shall apply to all employees of the Public Works, Water/Wastewater, and Parks & Open Space Divisions of the Employer, save and except Supervisor, persons above the rank of Supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, students on a co-operative education placement not to exceed two (2) four (4) month terms, and those individuals engaged under a Provincial or Federal Program up to a maximum of two (2) individuals at one time and only for the same time as the probationary period.

- 1.03 a) A Permanent Full-time employee is an employee that is regularly scheduled and works 40 hours a week.
- b) A Seasonal employee shall be an employee hired on a seasonal basis who is regularly employed for more than 24 hours per week and less than 20 weeks per year.
- c) A Permanent Seasonal employee shall be an employee hired on a seasonal basis who is regularly employed for more than 24 hours per week, more than 20 continuous weeks per year on a reoccurring basis and who has completed their probationary period.
- d) A contract employee is an employee who is hired for a fixed term.
- 1.04 Except in the case of emergency, instruction or demonstration the Employer and its positions excluded in accordance with Article 1.02 above, shall not perform bargaining unit work.
- 1.05 Where the masculine pronoun is used in this Agreement it shall mean and include the feminine pronoun where the context so requires, and vice versa.
- 1.06 Any changes deemed necessary to this Collective Agreement other than the duration and monetary issues (unless an improvement in compensation), may be made by mutual agreement at any time during the existence of this agreement; such changes will be in writing and authorized by both parties and form part of the Collective Agreement.

## **ARTICLE 2 - DISCRIMINATION**

- 2.01 The Employer and the Union agree that there will be no discrimination against any Employee by reason of race, ancestry, creed, colour, national origin, ethnic origin, citizenship, age, sex, sexual orientation, marital status, disability, family status, gender identity, gender expression, place of residence, political beliefs, union membership or non-union membership.

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members, because of an Employee's membership or non-membership in the Union or because of the Employee's activity or lack of activity in the Union.

- 2.02 The Union and the Employees will not engage in Union activities during working hours or hold or attend meetings at any time on the premises of the Employer without the prior approval of their direct supervisor or Human Resources or designate.

### **ARTICLE 3 - ARBITRATION**

- 3.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the Grievance Procedure as set out in Article 4 below, will be settled by arbitration as defined in the Ontario Labour Relations Act.
- 3.02 Where both parties agree, a single Arbitrator who shall have the same powers as a Board of Arbitration may be substituted for a Board of Arbitration. In such cases the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted as defined in the Ontario Labour Relations Act.
- 3.03 Where the Parties have mutually agreed, and with the view of reaching an agreeable settlement, grievances may be heard by a mediator prior to arbitration.

### **ARTICLE 4 - GRIEVANCE PROCEDURE**

- 4.01 The parties to this Agreement are agreed that it is of utmost importance to adjust complaint and grievances concerning the interpretation or alleged violation of this Agreement as quickly as possible. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.
- 4.02 The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of four (4) members who shall be employees of the Corporation. The Union shall endeavour to choose member(s) from each section (Public Works, Water/Wastewater and Parks & Open Space). The members of such committee shall be communicated to the Corporation.
- 4.03 Grievances shall be submitted in writing, signed by the aggrieved Employee, contain the nature of the grievance, the remedy sought, the specific sections of the Agreement which are alleged to have been violated, and filed within five (5) full working days from the time the Employee became aware of the event giving rise to the grievance.
- 4.04 The Employee shall, where practical, first discuss the issue with their immediate Supervisor and the Employee may be accompanied by their Steward or designate.
- 4.05 The Employee may be accompanied by their Steward or designate during all steps of the complaint/grievance procedure or at any grievance meetings with the Employer. Grievances properly arising under this agreement will be adjusted and settled as follows:

#### **COMPLAINT STAGE**

The aggrieved employee(s) shall, within five (5) working days of the alleged grievance, submit the grievance in writing to the Chairperson of the Union Grievance Committee.

If the Grievance Committee of the Union considers the grievance to be justified, within three (3) working days of the submission of the grievance to the Union Grievance Committee the Grievor(s) together with their steward or member of the Union Grievance

Committee, shall first seek to settle the dispute with their immediate Non-Union Supervisor. The Supervisor shall give their reply in writing within five (5) working days.

#### GRIEVANCE STAGE

STEP 1: Within three (3) working days after the decision is given, the Union and the aggrieved employee may submit the grievance to the Division Manager and the Union and the employee shall meet as promptly as possible with such persons as management may desire to consider the grievance. The appropriate Division Manager will render their decision in writing within five (5) working days.

STEP 2: Within three (3) working days after the decision is given in Step #1, failing satisfactory settlement, the Union and the aggrieved Employee may present the grievance to the Director, who will consider it in the presence of the Employee(s), the Union and the Supervisor. The Director shall render a decision in writing within five (5) working days following presentation of the grievance to them or any extended timeline as mutually agreed to by both parties.

STEP 3: Within three (3) working days after the decision is given under Step # 2, failing satisfactory settlement, the Union and the aggrieved Employee will submit their grievance to the City Manager and the Union and the Employee, will meet as promptly as possible with such persons as Management may desire, to consider the grievance. At this stage, the Union and the Employee will be accompanied by a full-time representative of the Union if their presence is requested by either party. The City Manager will render a decision in writing within five (5) working days.

4.06 If final settlement of the grievance is not reached at Step #3 of the grievance stage, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred in writing by either party to a Sole Arbitrator as provided in Article 3 above at any time within twenty (20) calendar days after the decision is given under Step #3 and if no such written request for arbitration is received within the time limit, then the grievance shall be deemed to have been abandoned.

The Parties may agree to mediate a grievance if a settlement is not reached at Step #3 of the grievance procedure. Such request shall be made prior to referring a grievance to Arbitration with the cost of mediation equally shared by the parties. Reasonable consideration shall be given to a request to mediate a grievance prior to a formal Arbitration referral.

4.07 Any grievance instituted by Management will be referred in writing to the Union within three (3) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union will meet within three (3) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance will be referred by either party, to a Board of Arbitration as provided in Article 3 at any time within twenty (20) calendar days thereafter, but not later.

- 4.08 In the event of a grievance which affects all or a substantial number of the Employees in the Bargaining Unit or the interest of the Union itself, a group grievance or policy grievance may be filed on behalf of such Employees by the Union, provided it is signed by an officer of the Union or the employees concerned. Such grievance will commence at Step # 3.
- 4.09 Replies to grievances will be in writing at all stages.
- 4.10 The Employer will supply the necessary facilities for the grievance meetings.
- 4.11 An Employee considered by the Union to be discharged or suspended contrary to the terms of this Collective Agreement will be entitled to a hearing under Article 4.05. - Grievance Procedures, shall begin at Step 2 of the Grievance Stage.

#### **ARTICLE 5 - CORPORATION RIGHTS**

- 5.01 The Union agrees that the Corporation has the exclusive right to manage the affairs and to direct the forces of the Public Works Division (Roads, Water/Wastewater) and the Parks & Open Space Division of the Corporation and to hire, classify new positions, promote, transfer, layoff, suspend or discipline employees for just cause.
- 5.02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee or union to lodge a grievance as set forth herein.
- 5.03 During deliberations regarding financial cutbacks for the Employer or any other matters which may affect members of the bargaining unit, the Employer shall notify the Union prior to any action being implemented.
- 5.04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Manager of Human Resources and the Recording Secretary of the Union.

#### **ARTICLE 6 - UNION RECOGNITION AND SECURITY**

- 6.01 The Corporation agrees to recognize the Union as the exclusive collective bargaining agent for all members according to Article 1.02, in respect to hours of work, wages, and working conditions.
- 6.02 All employees in 6.01 above, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees, as a condition of continued employment, shall become and remain members of the Union within thirty (30) days of starting employment.
- 6.03 The Corporation agrees to deduct from the wages of every employee eligible to be a member of the Union, a sum equal to the current monthly Union dues, and will remit the same monthly dues to the National Secretary-Treasurer, not later than the 15th of the month after the month for which the dues were deducted. In addition, the Employer will

notify the Secretary-Treasurer of the names of employees on W.S.I.B., sick leave, or lay-off, of more than two weeks.

- 6.04 The Corporation agrees to submit monthly to the Local official and the CUPE National Office of the Union a list of the names and addresses of employees in the bargaining unit from whom dues have been collected.
- 6.05 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 employee in the previous year.
- 6.06 The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the provisions of this Agreement.

During the new Employees' orientation, the Employer shall introduce a new Employee to the Local Union President and allow time for the Union President to familiarize the new Employee with Local Union procedures.

The Union will be responsible for providing the new employees with a copy of the Collective Agreement.

- 6.07 The Employer shall notify the Union of all new hires, terminations, layoffs, recalls and transfers promotions and demotions of any employee covered by this Collective Agreement.
- 6.08 In consideration of this deduction and forwarding service with the Corporation, the Union shall indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.
- 6.09 In the event that the Employer should merge, amalgamate, or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide the Union and affected employees at least six (6) months notice. At the time of notice, the Employer shall also provide the Union with all relevant particulars to the merger.

Upon such notification, the Parties agree to meet to discuss potential impacts pertaining to the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.

#### **ARTICLE 7 - COMMITTEES AND STEWARDS**

- 7.01 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Officers of the Union.
- 7.02 The Employer will recognize a Negotiating Committee of not more than five employees and a National Representative for the purposes of representing the Bargaining Unit at any negotiations for this agreement. The Union will endeavour to include representation from

all sections of the Public Works, Water/Wastewater, and Parks & Open Space Divisions. Both the Union and the Corporation shall endeavour to maintain the same Negotiating Committee during the negotiation process.

7.03 The Union shall advise the Corporation of the names of Officers and members serving on Committees. Likewise, the Employer shall advise the Union who the Employer representatives will be with whom the Union must deal. The Union shall advise the Corporation within ten (10) working days of any changes to Officers, and members serving on Committees.

7.04 The Union acknowledges that Stewards, members of the Committees, and Officers have regular duties to perform on behalf of the Corporation.

Such persons shall not leave their regular duties without receiving permission from their immediate Non-Union Supervisor or their designate, and such permission shall not be unreasonably withheld.

7.05 When resuming their regular duties they shall report to their immediate Non-Union Supervisor or their designate and shall give any reasonable explanation which may be requested with respect to their absence.

7.06 It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or with other Union business; that in accordance with this understanding, the Corporation shall not make any pay deductions from such employees for the time spent in handling grievances and attending meetings concerning grievances and other Committee meetings, and that the provisions of this Article do not apply to the time spent on such matters outside regular working hours.

7.07 NO STRIKE - NO LOCKOUTS

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lockout.

7.08 BULLETIN BOARDS

The Employer will provide a bulletin board which will be placed so that all Employees will have access to it and upon which only the Recording Secretary of the Union or their designate will have the right to post notices of meetings and such other notices as may be of interest to the Employees in the Union.

## **ARTICLE 8 - SENIORITY**

8.01 Seniority for Permanent Full-time employees shall be defined as length of service in the Bargaining Unit. Seniority for other employees within the Bargaining Unit shall be calculated based on the hours paid in the bargaining unit. If a non-permanent Employee

is successful in attaining a permanent full-time position within the Bargaining Unit, each 2,080 paid hours or portion thereof shall equal 1 year of full-time seniority or portion thereof.

8.02 The Corporation shall maintain a seniority list showing the seniority of each Employee within the Bargaining Unit. An up-to-date seniority list shall be sent to the Union and distributed electronically to all bargaining unit staff in January of each year.

8.03 A newly hired Permanent full-time Employee shall be placed on probation for a period of six (6) calendar months from the date upon which they are hired. During the probationary period, new employees shall be entitled to all rights and benefits of this agreement, except with respect to discharge. The Employer may dismiss a probationary Employee for any reason. The Employer will be required to show that it acted reasonably in judging the Employee unsuitable for permanent employment. Other newly hired employees shall be placed on probation for a period of 1040 hours provided such is worked within two years.

8.04 An Employee retained past the probation period shall be deemed satisfactory, placed on the seniority list and credited with seniority from the date upon which they became an Employee as defined in Article 1.02.

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

8.06 An Employee shall only lose their seniority in the event:

- a) They are discharged for just cause and not reinstated.
- b) They resign, and do not reverse their decision in writing to the Corporation within forty-eight (48) hours.
- c) They are absent from work in excess of five (5) working days without sufficient cause or without notifying the Corporation, unless such notice was not reasonably possible.
- d) The employee fails to confirm within 5 days of receiving their recall notice, after having been notified to do so. It shall be the responsibility of the Employee to keep the Corporation informed as to their current email address, home address and telephone listing.
- e) They are laid off for a period longer than two (2) years.
- f) The Employee fails to return to work upon termination of an authorized leave of absence unless the Employee has a reason acceptable to the Employer - such failure shall be considered a voluntary termination.

8.07 Where it becomes necessary to reduce the working force, the following procedure will be used:

1. All students, municipally subsidized grant employees, temporary, and Ontario Works Employees in the affected Divisions shall be terminated first.
2. Seasonal Employees as described in 1.03(b), in the affected section(s) and as determined by the Employer (where there is more than one (1) Employee performing similar work seniority shall prevail) shall be laid off first.
3. Seasonal Employees as described in 1.03(c), in the affected section(s) and as determined by the Employer (where there is more than one (1) Employee performing similar work seniority shall prevail) shall be laid off next.

Seasonal Employees who do not have the qualifications, skill or ability to operate equipment and who do not normally perform such functions may be laid off outside of seniority after consultation with the Union. The Employer recognizes their obligation under the *Human Rights Code* to accommodate employees for disabilities.

4. All other Seasonal Employees shall be laid off, as outlined in 2 and 3 above, next.
5. Probationary full-time employees, shall be laid off before other bargaining unit employees are affected, provided other bargaining unit employees have the qualifications, and if required are certified, to perform the work required, otherwise the Employee with the least unit wide seniority shall be displaced.
6. If further reductions are necessary, permanent full-time employees will be laid off in reverse order of seniority within the section, subject to the other employees in the section having the qualifications and if required are certified to perform the required work. Failing the ability to bump within the section the Employee shall bump the full-time Employee with the least bargaining unit wide seniority, subject to the qualifications to do the work.
7. Recall to work shall be firstly those employees described in six (6) above, secondly those employees described in five (5) above, thirdly those employees described in three (3) above, then those in two (2) above and lastly those employee(s) described in one (1) above.
8. No new employees shall be hired until those laid off have been recalled to work provided they have the qualifications and if required are certified, to perform the work available. In the event of layoff, the Union shall meet with the Employer for the purpose of advising the Union of the name(s) of those Employee(s) to be laid off. Layoffs shall be in accordance with the *Ontario Employment Standards Act*.

9. In the event of a layoff of a Permanent full-time Employee the Employer shall give the affected Employee(s) not less than twenty (20) working days of notice and in the case of the lay-off of a Seasonal Employee not less than ten (10) working days of notice. Once notice is given by the Employer, the affected Employee(s) and the Union shall meet to deal with the matter.

10. When a Seasonal Employee is called back the Employee shall be paid at the rate of pay paid for the position they are called back to.

8.08 Notwithstanding Article 8.07, Officers of the Union who are permanent full-time employees shall be the last persons laid off, provided they are qualified to perform available jobs. The Officers of the Union shall be limited to the President, Vice President and Secretary-Treasurer.

8.09 Grievances concerning lay-offs shall be initiated at Step 3 of the Grievance procedure.

8.10 A lay-off shall be defined as any reduction in the work force due to lack of work.

#### **ARTICLE 9 - JOB POSTINGS**

9.01 When a vacancy occurs, in the opinion of the Employer, or a new position is created within the bargaining unit, the Corporation shall notify the Union via email, for a period of five working days in order that all employees will know about the position and be able to make written application thereof.

The employer will post the job posting internally and externally simultaneously, with the understanding that should there be any qualified internal candidates, they would be considered before any external candidates.

The successful applicant and the Union shall be notified of the selection.

9.02 a) In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the longest seniority in the Union, if the applicant has the required qualifications.

b) When a Lead Hand vacancy occurs applicants will be considered based on demonstrated qualifications, skill, ability and seniority.

9.03 In making appointments referred to in Article 9.02, appointments shall be conditional for a period of two months, unless the period has been mutually extended in writing by the parties. If the appointee performs satisfactorily, they shall be confirmed in the position. If the appointee proves unsatisfactory during this period, they shall be returned to their former position, at their original wage rate and without loss of seniority. Any other Employee transferred, because of such a conditional appointment shall also be returned to their former position at their original wage rate and without loss of seniority.

9.04 Should the Employer decide to have a Lead Hand position that is either permanent or seasonal the Employer agrees to post such positions as per Article 9.01. The Employer

reserves the right to assign lead hand and alternate lead hand duties on a shift by shift basis as it deems appropriate.

- 9.05 No Employee will be transferred permanently outside the Union without their written consent, and the consent of the Union. The Union will not unreasonably withhold such consent.

With the written consent of the Union and the Employee, an Employee may be temporarily transferred out of the Union, said Employee will maintain all seniority rights as if they were still in the Union if the Employee has a position to return to after their temporary assignment as mutually agreed upon prior to the commencement of the assignment.

- 9.06 The Union Recording Secretary shall have access to all job descriptions when created or revised no later than thirty (30) days after the job was created or filled.

#### **ARTICLE 10 -LEAVES OF ABSENCE**

- 10.01 An Employee shall receive five (5) consecutive working days with pay in the case of a death in the Employee's immediate family. If, for any reason, the Employee requires other arrangements, such arrangements are subject to the approval of Human Resources. The term "Immediate Family" shall mean: father, mother, sister, brother, spouse (including common law or same sex partner), son, daughter or grand-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or someone living in loco parentis. Such bereavement leave shall be taken within the seven (7) calendar days following the date of the death.

Where the burial takes place outside of the initial bereavement leave period, the employee may save the last day of the leave to attend.

In the event of the death of a grand-parent, aunt, uncle, niece or nephew the Employee will be granted three (3) consecutive working days with pay. Such bereavement leave shall be taken within seven (7) calendar days following the date of the death.

If the bereavement occurs during an employee's vacation, the employee will be granted an extra day of vacation for each of the appropriate days of bereavement leave that fall on what would normally be working days. Statutory holidays shall be paid in any event.

In the case of an Employee working afternoon or midnight shift, the Employee may arrange the foregoing leave such that the Employee need not return to work until the day following the day of the funeral provided that the maximum days allowed in the particular circumstance are not exceeded.

One (1) day of such leave shall be made available outside of the consecutive days for the purposes of attending the funeral or memorial service if scheduled at a later date.

- 10.02 1. All permanent full-time employees will be eligible to:

- a) seven (7) days paid sick leave per calendar year; all sick leave may require proof of illness as outlined in Appendix A;
- b) five (5) days of the above mentioned seven (7) days may be utilized as personal days. Personal days, or a portion of a day, may be taken for family illness or emergencies of a parent, spouse, child, legal dependent; writing a job related examination; medical specialist appointment for the employee. While advance notice is not always possible, employees are expected to provide reasonable notice when possible;
- c) seventeen (17) weeks short term disability benefits as outlined in Appendix A;
- d) a long-term disability benefits plan as administered by an insurance carrier.

2. All permanent seasonal employees will be eligible for:

- a) four (4) days sick leave with pay per calendar year; all sick leave may require proof of illness as outlined in Appendix A.

It is understood that benefits referenced in 10.02.1(a), (b) and 10.02.2(a) will be prorated for any employee that starts or terminates employment within the calendar year.

- 10.03 Leave of absence without loss of pay will be granted to representatives of the Union while in consultation with the Corporation on matters pertaining to this agreement during working hours.
- 10.04 Leave of absence without pay and without loss of seniority will be granted to bargaining unit employees to attend functions of the Union such as conventions, conferences, seminars, bargaining preparation and union training providing such leave does not exceed an aggregate of twenty-five (25) working days in any calendar year. The employer shall bill the union for the time taken and the Union will reimburse for the hours incurred under this provision within fifteen (15) calendar days or receiving an invoice. No more than five (5) employees at any one time may be absent subject to operational need.
- 10.05 The Corporation shall grant leave of absence without loss of seniority or benefits to an Employee who serves as a juror or who is required by subpoena to attend a court of law or coroner's inquest on behalf of the Employer's interest. The Corporation shall pay such employees their full earnings and the Employee shall present proof of service and turn their payment cheque over to the Corporation excluding payment for travel, meals or other expenses.
- 10.06 An Employee is required to notify their immediate Non-Union Supervisor or their designate, at least within 30 minutes prior to the start of the Employee's scheduled work shift that they will not be available for their work shift.
- 10.07 Pregnancy leave and Parental leave shall be granted to employees in accordance with the Employment Standards Act.

- 10.08 When an Employee is confined to a hospital as a patient for a time period exceeding one (1) consecutive twenty-four (24) hour period during their scheduled annual vacation, the period of vacation so displaced may be rescheduled for a time that is mutually agreed upon between the Employee and their immediate Non-Union Supervisor and is within the same calendar year in which the absence began, provided the Employee provides a certificate from their doctor indicating the dates the Employee was hospitalized. Those hospital-stay days replaced shall be charged to the Employee's sick leave record.

#### **ARTICLE 11 - HOSPITAL, MEDICAL, GROUP LIFE INSURANCE AND PENSION**

- 11.01 The Corporation will pay 100% of the cost of the Employer Health Tax presently in effect for Employees.
- 11.02 The Employer will pay the premium for Life Insurance and Accidental Death and Dismemberment Insurance which provide the following coverage for permanent full-time employees:
- a) Group Life Insurance: Two (2) times the Employee's salary, minimum insurance of \$30,000.00 per Employee.
  - b) Accidental Death & Dismemberment: Two (2) times the Employee's salary, minimum insurance of \$30,000.00 per Employee.
- 11.03 The Ontario Municipal Employees Retirement System and the Canada Pension Plan will be continued in accordance with all relevant By-laws and Statutes. The City shall advise every new employee of their option to join or refuse to join OMERS.
- 11.04 The Corporation will pay 100% of the premium for an Extended Health Care Plan that has a \$2 dispensing fee per prescription. Coverage for Chiropractic (medical referral required) and other paramedical disciplines as described in the Plan up to a \$500.00 maximum per paramedical discipline per calendar year. Coverage for Physiotherapy, Massage Therapy and Psychologist as described in the Plan up to a \$600.00 maximum per paramedical discipline per calendar year. Coverage for Hearing Aids up to \$1,500.00 maximum once every three (3) years.

Generic prescription drug coverage unless in accordance with the benefit provider process for authorizing name brand drugs.

- 11.05 The Employer will pay the monthly premiums of a dental plan equivalent to the current Dental Plan and Orthodontic coverage based on 50% reimbursement to a maximum of \$2,000.00 and will maintain coverage at the Ontario Dental Association Fee Schedule (ODA) two (2) years in arrears of the current year. Basic services cover recalls every nine (9) months with recalls every six (6) months for children 17 years of age and under. Cap basic and comprehensive coverage at \$1000 per year. Major restorative and

Orthodontic at 60% reimbursement with a combined maximum combined life time maximum of \$3000.00 per participant.

11.06 The Employer will pay the monthly premiums for a Vision Care Plan that provides coverage to the extent of \$425.00 per twenty-four (24) months per insured individual, towards the purchase of prescription eye care and frames, excluding one (1) eye examination per twenty-four months.

11.07 The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of coverage is not decreased. Notice of such changes will be communicated to the Union prior to change. The Union will be provided with an opportunity for comment. Such comments will be provided within 5 working days or such longer period as may be mutually agreed between the parties.

10.08 Eligibility and payment of benefits under Article 11.02, 11.03, 11.04, 11.05 and 11.06 will be in accordance with the terms and conditions of the respective Master Insurance Policies and benefits will be payable by the Insurer and not by the Employer.

10.09 Temporary, Seasonal and Contract employees who work a single term of employment of less than six (6) months will not be eligible for any of the benefit plans described in the Agreement. Temporary, Seasonal and Contract employees who accumulate employment service greater than six (6) months will participate fully in the benefit plans described in Articles 11.04, 11.05 and 11.06.

Notwithstanding anything in Article 11.02, 11.03, 11.04, 11.05 and 11.06 part-time employees will only be entitled, if they wish to do so, to 11.04, 11.05 and 11.06. Such benefits will be provided on a 50%/50% (Employee/Employer) co-share basis.

Temporary, Seasonal and Contract Employees will be permitted to enroll in OMERS as provided for in the Pension Benefits Act.

11.10 Retiree benefits shall be as per the City of Owen Sound's Policy.

## **ARTICLE 12 - ANNUAL VACATIONS AND STATUTORY HOLIDAYS**

12.01 A new regular full-time Employee shall be granted vacation in the first calendar year of employment calculated at 1.25 days of vacation for each month of active, continuous services to the end of that year.

12.02 A regular full-time Employee shall be granted a vacation with pay based upon active, continuous service in accordance with the following:

Years	Entitlement (Days)
2	15
3	16
4	17
5	18
6	19
7	20
8	20
9	21
10	22
11	23
12	24
13	24
14	25
15	25
16	25
17	26
18	27
19	28
20	29
21	29
22	30
23	30
24	30
25	31
26	32
27	33
28	34
29	34
30	35

12.03 Notwithstanding 12.01 and 12.02, Seasonal Employees shall only be entitled to vacation pay, not time off, according to the following schedule and vacation pay for Seasonal Employees will be paid each pay period. The "period worked" referenced below will be calculated in accordance with Article 8.01 Seniority.

PERIOD WORKED	VACATION PAY
Less than 3 years	4%
3 years but less than 8 years	6%
8 years but less than 16 years	8%
16 years but less than 25 years	10%

- 12.04 a) Vacation will be advanced to each employee at the beginning of the calendar year for use within that year. The employee may use advanced vacation during the year with the understanding that should the employee leave the employment of the City during the calendar year they will need to pay back any unearned vacation.
- b) Employees are expected to utilize all vacation days within the year they are earned. In special circumstances and when approved by the Department Director, an employee may carry over ten (10) days of vacation to the following year. These days however, must be approved for use prior to being carried over.
- c) Employees that have ten (10) or more unused vacation days from previous years may not carry over any additional vacation days.
- d) Earned vacation may not be taken until an Employee has completed their probationary period as outlined in Article 8.03.
- e) Vacation is intended to provide time off of work and therefore will not be paid out to Employees except at termination or retirement.
- 12.05 a) The Employee will, whenever operationally possible, be granted the vacation period preferred by the Employee and at such time as will be mutually agreed upon by the Employer and the Employee; however in scheduling vacations, the employer shall ensure that operational requirements are met and that sufficient staff are available to provide the required level of services.
- b) Requests to use vacation time for the period of June 1-May 30 must be made in writing by April 1<sup>st</sup> of the calendar year, unless otherwise agreed to by the supervisor and employees. The employer will review and grant requests on the basis of seniority. Approved vacation requests will be posted by April 15. One (1) or more week requests will be given priority over single day requests for the period of June 15 to the second week of September, November hunting season, March break and the period between Christmas and New Years.
- c) Vacation requests made after April 1st will receive a response within ten (10) business days. These requests will be granted on a first come basis provided operational requirements have been met to the satisfaction of the Divisional Manager/Supervisor.
- d) Any unscheduled vacation as of October 1 of the calendar year (September 1 for Public Works Division), except vacation covered under 12.08 b), may be scheduled by the Division Manager/Supervisor in consultation with the employee.

12.06 The following holidays are recognized by the Employer as Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Civic Holiday
Truth and Reconciliation Day	

And any other day proclaimed as a holiday by the Federal, Provincial, or Municipal government.

In addition to the above eleven (11) Statutory Holidays each Permanent/Permanent Seasonal Employee shall be granted up to two (2) days floating holidays, such days to be arranged by the individual Employee with their immediate Non-Union Supervisor.

Permanent Employees working in advance of Easter Monday shall be entitled to one float holiday. Those Permanent Employees working in advance of November 11th shall be entitled to a float holiday.

An employee may carry forward a maximum of two (2) float holidays to the following calendar year.

- 12.07 a) Employees shall receive pay at the regular rates established in Article 14, for each Statutory holiday (Statutory Holiday Pay) provided the Employee is employed on these dates and not on a Leave of Absence without pay or in receipt of income from another source ie: LTD, WSIB, EI.
- b) Employees that are scheduled to work on a Statutory Holiday (or Substitute Holidays as designated) shall receive, in addition to an alternate day off, pay at two (2.0) times rates established in Article 14 for all hours worked. The additional day off shall be banked and not paid out.
- c) Employees who are called in to work on a Statutory Holiday, (or Substitute Holidays as designated) shall receive in addition to regular pay for the day, pay at double (2x) the rates established in Article 14 for the number of hours worked with a minimum of two (2) hours.
- d) All employees may bank time worked on a statutory holiday to a maximum of 24 hours at any one time.

12.08 In order to be eligible for pay on any of the said holidays, employees must work the regular shift preceding and the regular shift immediately following any of the said holidays, unless absence on either of the shifts is arranged in advance with their immediate Non-Union Supervisor or unless such absence is caused by illness, in which

case the Employee alleging absence due to illness, must produce to their immediate Non-Union Supervisor a certificate signed by a Medical Doctor.

- 12.09 When any of the Statutory Holidays fall on a Saturday or Sunday the Employer shall appoint a substitute holiday. This shall be the Monday or Friday closest to the actual holiday.

Employees that work a Monday to Friday schedule will receive paid holiday pay on the substitute holiday. Employees that work a seven day schedule will only receive paid holiday pay on the actual statutory holiday.

### **ARTICLE 13 - WORK AND SAFETY CLOTHING**

- 13.01 Any Employee not wearing certified safety boots and required safety clothing and/or equipment will not be allowed to work and the Employee will not be paid until such time as the Employee returns to work with certified safety boots and required safety clothing and/or equipment.

- 13.02 Each Permanent Full-time Employee will be credited with sixty one (61) points annually, valued at \$10.00 each. All Permanent Seasonal Employees will be credited with thirty (30) points at the beginning of each seasonal position they hold with the City, each valued at \$10.00 each. The Employees must utilize their points to purchase work and safety clothing and safety boots from the Employer approved list. The Employer will consult with the Union regarding the said list. The distribution of the clothing points and finalization of the approved safety and work clothing will be completed by May 1st of every year. All boot purchases will be reimbursed upon submission of a valid receipt.

- 13.03 The Employer agrees to provide special safety clothing such as CSA approved rubber boots, chainsaw pants, and leather and lined work gloves for those employees who in the opinion of the employer are working on jobs which justify the provision of such special safety clothing.

### **ARTICLE 14 – WAGE RATES**

- 14.01 a) Hourly wage rates for all positions within the bargaining unit shall be as contained in Schedule "A".
- b) Within the Public Works Division:
- i. An employee employed as an Equipment Operator 1 shall, within three (3) years, if qualified, advance to Equipment Operator 2.
- c) Within the Water / Wastewater Division:
- i. An employee hired within this division shall be paid at the hourly rate based on the highest Ministry of Environment Certified Water /Wastewater Operator level they have achieved.
  - ii. Certified Water /Wastewater operators are required to maintain their certification as prescribed by the Ministry of the Environment or alternative governing agency.

- iii. Water operators that are designated as an "Overall Responsible Operator" (ORO) will receive their operator rate based on the level of their certification and an additional \$3.00 per hour for ORO responsibilities.
- d) Employees hired as permanent Lead Hands will be paid an additional \$3.25 per hour effective April 1, 2024, and \$3.50 effective April 1, 2026 for the additional responsibilities of a Lead Hand;
- e) An Employee temporarily assigned as a Lead Hand shall be paid an additional \$3.25 effective April 1, 2024 and \$3.50 effective April 1, 2026 for hours worked as assigned
- f) An employee temporarily assigned to a higher paid classification for more than three (3) hours shall receive the rate of pay for the higher classification for hours worked in the higher classification. This provision will not apply when an employee is carrying out higher classified duties for training purposes.

14.02 Any overpayment in wages, overtime pay, etc. shall be recoverable by the Employer following discussion with the Employee(s) who received the overpayment.

#### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

- 15.01 a) Ordinary hours of work for Public Works Employees shall be from 7:30 a.m. to 12:00 noon and from 12:30 p.m. to 4:00 p.m. from Monday to Friday inclusive of other such hours that are mutually agreed to between the parties.
- b) Ordinary hours of work, for employees of the Parks & Open Space Division shall be forty (40) hours per week, with two consecutive days off, between the hours of 7:00 a.m. and 6:00 p.m. eight (8) hours per day or other daily hours as may be mutually agreed to by the parties.
- c) Notwithstanding anything above Seasonal Employees of the Parks and Open Space Division shall work shifts as designated by the Employer. Schedules shall be prepared one week in advance.
- d) The normal work week for Water/Wastewater Employees shall be forty (40) hours per week, consisting of five (5) days of eight (8) hours each, from 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour for meal break, Monday to Friday.
- e) Where it is known that work flow will cause the employees to work into their scheduled lunch break as defined in Article 15.01, it is agreed to waive overtime payment for the time worked, provided that the Employee's lunch hour commences within the stated time.
- f) Overtime shall apply after having worked eight (8) hours exclusive of a half hour unpaid lunch break or after having worked forty (40) hours in a week. Overtime will be at the rate of one and one half times established in Article 14. Offers of overtime and call-ins will be offered on an equitable basis starting with the most Senior Employee who is qualified and able to do the work in that classification.

- g) Notwithstanding the provisions of Article 15.01 a) for purposes of street cleaning, snow plowing and street and sidewalk sanding, the Roads Superintendent shall have the right to commence eight (8) hour shifts at any hour of the day and such eight (8) hour shifts shall be paid at the rates established in Article 14 for a maximum of five (5) such shifts in any week.

15.02 Notwithstanding 15.01 (a), Parks & Open Space Division Employees and Public Works Employees during Winter Control Schedule, will be scheduled to work shifts. Employees who are scheduled to shift work shall be paid a shift premium, while working on the shift, as follows:

- i) 4:00pm to Midnight – \$1.00/hour
- ii) Midnight to 8:00am - \$1.50/hour

In addition, the following premiums shall apply for work scheduled on the weekend:

- iii) Midnight Saturday morning to midnight Sunday night - \$1.50/hour

Where the majority of hours worked falls within a shift, the Employee shall receive the shift premium for the entire shift.

Unless otherwise described in this collective agreement, shift schedules will be posted no less than two (2) weeks in advance.

Shifts will be rotated to ensure that an Employee is not assigned to the same shift for longer than thirty-one (31) days.

15.03 Any shift worked on a day designated as Employee's day off shall be paid at the rate of one and one half (1.5) the rates established in Article 14. The Employer will not lay off an Employee to compensate for overtime hours worked.

15.04 When an Employee is called in to work they will receive not less than two (2) hours pay with the exception that a second call to work occurring within two (2) hours of a previous call shall be considered as a continuation of the first call.

15.05 The Employer will establish a Winter Control Schedule each year. The schedule will cover twenty-four (24) hours, seven days a week. This schedule shall be in effect from November 1<sup>st</sup> to April 1<sup>st</sup> of each year dependent upon the weather. The commencement and ending of this Winter Control Schedule can be adjusted by the Employer based upon the weather provided one full calendar week notice is given.

Employees that work winter control in the Public Works Division will be required to work all three shifts, which cover seven days a week. Employee's scheduled hours will be averaged at 80 hours per pay period.

All hours worked in excess of eight hours per day and/or regular scheduled work days (averaged eighty (80) hours per pay period), shall be paid at the rate of one and half (1.5) the rates established in Article 14.

This schedule will be posted October 1<sup>st</sup> of each year for the entire winter control season and all employees of the Public Works Division save and except the Mechanics, are eligible to be scheduled.

If the Employer requires additional employees the Employer will call out based upon the following priority and provided the Employee is able and competent to operate the equipment and fulfill the operational needs of the workplace:

- 1<sup>st</sup> Priority - All other permanent full-time Public Works Division employees who have been assigned to Winter Control.
- 2<sup>nd</sup> Priority - Any other Employee of the Public Works Division not assigned to winter control.
- 3<sup>rd</sup> Priority - Seasonal employees of the Public Works Division.
- 4<sup>th</sup> Priority - All other permanent full-time employees within the bargaining unit.
- 5<sup>th</sup> Priority - All other employees within the bargaining unit.

15.06 Regularly Scheduled Overtime Work on Saturday and Sunday

Water/Wastewater Section employees who are regularly assigned to duties at other than normal hours shall be the rate of one and one-half (1.5) the regular rate.

15.07 From May 1st to October 30th employees shall receive at least one (1) calendar week's notice for the purpose of pavement painting and/or street cleaning. If an inadequate number of employees volunteer for pavement painting and/or street cleaning, the shift will be assigned by reverse seniority, based on the employee's ability to perform the work.

15.08 Overtime shall be divided as equitably as possible amongst those employees qualified to do the work. Employees shall be called by rotating through the seniority list. At such time as the seniority list is exhausted, call-in shall commence from the top of the list.

It is understood that a refusal, or, not available constitutes a shift worked for the purpose of overtime distribution.

15.09 The parties agree that when an Employee is assigned to operate the Corporation's grader or vector unit, the Employee shall be paid the Equipment Operator 2 rate for all hours spent operating the assigned equipment. Of the two Employees assigned to the vector unit, one only shall be considered as the designated Operator for purposes of this Article.

The Roads Superintendent, upon receiving a recommendation from the Operator assigned to train an Employee on the above referenced equipment, will determine whether the Employee has completed their training period and is qualified to operate

that piece of Equipment. Once qualified, the Employee will then be paid the Equipment Operator 2 rate subject to the terms outlined above.

- 15.10 An employee in any section asked to relieve someone in a Non-Union Supervisory capacity for a period in excess of three (3) hours shall be paid a premium equal to \$3.20 per hour.
- 15.11 Overtime hours may be banked, by all full-time permanent employees with the exception of Seasonal Employees, at the appropriate rate of overtime for each one hour of overtime worked; the Employee will be allowed to bank a maximum of 40 hours at any one time. After an Employee uses any of these hours, they may bank more overtime, provided the Employee does not exceed the 40 hour maximum. Time off requires approval of the Employee's immediate Non-Union Supervisor.
- 15.12 An Employee shall be provided with a meal when they work two (2) unscheduled hours overtime past normal quitting time or past each three (3) hours of unscheduled overtime hours to a maximum of twice the meal allowance. The cost of each meal not to exceed \$13.50 (no receipts required).
- 15.13 There will be no pyramiding of premiums.
- 15.14 Overtime not resulting from a call-in must be pre-approved prior to completing the work.

#### **ARTICLE 16 - STANDBY**

- 16.01 a) The Employer will post thirty (30) days in advance, on the bulletin board a list of the employees who will be required to perform Standby Service on a weekly rotation basis.
- b) After normal working hours, all telephone calls will be received by a private Telephone Answering Service. The Telephone Answering Service will call the Employee on Standby Duty, who will immediately respond to the call.
- c) For the Public Works Division, Standby Duty will be in effect at all times except during the winter months when 24 hour service is provided on a regular shift basis.
- d) A normal tour of Standby shall be a calendar week from 4 p.m. Thursday to 4 p.m. of the next following Thursday, normal working hours excepted. An Employee on Standby and called out during lunch break (12:00 noon to 12:30 p.m.) shall receive two hours pay at overtime rates.
- e) Payment for Standby Duty shall be as follows:
  - i) Lump sum payment of \$175.00 per standard week (Monday to Friday \$21.00, Saturday and Sunday \$35.00 each) plus an extra \$39.00 for weeks in which there is a Statutory Holiday to be paid in the pay period next following completion of a tour of Standby Duty.

Effective April 1, 2026:

Lump sum payment of \$250.00 per standard week (Monday to Sunday—Daily rate of \$35.71) plus an extra \$39.00 for weeks in which there is a Statutory Holiday to be paid in the pay period next following completion of a tour of Standby Duty.

- ii) Pay at one and one half (1.5) times the Employee's regular rate for all time worked on Call-outs, with a minimum call-out of two (2) hours at one and one half (1.5) times Employee's regular rate. A second call-out occurring within two (2) hours of a previous call shall be considered as a continuation of the first call. Call-ins on Statutory and Substitute Holidays shall be paid in accordance with Article 12.10.
- iii) Employees of the Water Section only called out to do work outside the normal work day shall be paid a minimum of two (2) hours at the overtime rate as per Article 15.01 d).
- f) During a call-out, if the Employee on Standby considers that they require assistance, they will call out additional employees. Any additional employees called out in this manner will be paid in accordance with Section (e) (ii) of this Article.
- g) Stand-by duty will be distributed evenly amongst all qualified staff.
- h) The Employee on Stand-by has priority over all overtime during their Standby period if qualified to perform the available work.
- i) Employee on Standby shall be allowed to take a truck home for City use only.
- j) The Corporation shall supply a suitable mobile device for the Employee on Standby.

16.02 When a Parks and Open Space Supervisor requires an Employee at the Parks Section to be on Standby the Employer will, post a list indicating the Employee on Standby and the dates of such Standby and pay the Standby payments as outlined in 16.01 (e) of the Collective Agreement. A normal tour of duty shall be from 4:00 p.m. Thursday to 4:00 p.m. of the following Thursday (normal working hours excluded). The Employer will supply the Employee on Standby with a cell phone or similar electronic device.

#### **ARTICLE 17 - USE OF PERSONAL VEHICLE**

17.01 When an Employee is required to use their personal vehicle for the purposes of the Employer, such Employee shall receive the current rate paid by the Corporation (not less than \$.35/km) or \$3.00 whichever is the greater amount.

#### **ARTICLE 18 - LICENSING AND CERTIFICATIONS**

18.01 In order for Employees to maintain the bona fide licences and or certifications required for their respective classifications, except drivers licences but including DZ endorsement renewals. DZ medical exam fees shall be paid by the Employer to a maximum of \$150.00. The Employer shall pay all the costs associated with their required renewal of said licences and certifications, as mandated by any Provincial or Federal Ministry or the College of Trades.

Effective April 1, 2025:

In order for Employees to maintain the bona fide licences and or certifications required for their respective classifications, except drivers licences but including AZ/DZ endorsement renewals. AZ/DZ medical exam fees shall be paid by the Employer to a maximum of \$150.00. The Employer shall pay all the costs associated with their required renewal of said licences and certifications, as mandated by any Provincial or Federal Ministry or the College of Trades.

## **ARTICLE 19 – APPRENTICESHIPS AND TRAINING PROGRAM**

### 19.01 Principles

In order that the Employer is assured of a pool of qualified employees to fill such positions the Employer and the Union agree to participate in a succession planning program that will meet the needs of the Employer and the employees;

Examples of positions currently requiring Special License/Certificate are:

Horticulturist  
Arborist  
Mechanic  
Water Treatment Plant Operator  
Water Distribution Operator  
Waste Water Collection Operator

### 19.02 Expressions of Interest

- a) Employees wanting to be considered for a position that require Special License's/Certificates should express interest to their Manager and/or Human Resources who will assist/counsel the Employee;
- b) The employees will express interest in writing to the Employer.

### 19.03 Responsibility

- a) It is the responsibility of the Employer to ensure all employees are aware of this program;
- b) It is the employees responsibility to inform their Manager as to their career aspirations;
- c) It is the Employer's and Employee's responsibility to develop and implement the program;
- d) The Employer is responsible to pay costs related to tuition, accommodation, mileage and such other costs as deemed appropriate by the Employer.

- e) Time in the program is time worked.

#### 19.04 Hiring

- a) Where a vacancy occurs in a position requiring a special license/certificate and which the Employer intends to fill the Employer may:
  - i) Where an Employee(s) has/have expressed interest the Employer will choose the most senior qualified Employee from amongst those employees.
  - ii) Where no one has expressed interest, post the vacancy;
  - iii) The program begins at the time the vacancy is filled;
  - iv) A written commitment detailing expectations and obligations will be signed by the parties.

#### 19.05 Failsafe

An Employee shall have three (3) attempts to pass an exam. Failure to successfully complete the program shall result in Notice of Lay-off to the Employee. The Employee shall be subject to Article 8.07.

### **ARTICLE 20 - DEPARTMENT AND CONDUCT**

20.01 All Employees shall, when at work or when in any place to which the Public have access, maintain as good an appearance as is reasonably consistent with the nature of the work being performed.

### **ARTICLE 21 - TERMINATION AND AMENDMENT**

21.01 This Agreement shall come into force and effect as of the 1st day of April, 2024 and shall remain in effect until the 31st day of March, 2027.

21.02 The Corporation agrees to supply to each Employee a copy of this Collective Agreement within thirty (30) days of signing. All new employees shall be given a copy at commencement of employment.

21.03 Either Party to this Agreement may, not more than ninety (90) days and not less than thirty (30) days prior to the expiry of the Agreement give notice to the other Party in writing of the desire to negotiate a renewal and/or Amendments to this Agreement and a meeting shall be held within twenty (20) days or such longer period as may be mutually agreed between the Parties, at which time the Parties will commence negotiations concerning the proposed Amendments and/or the terms of a new Agreement.

### **ARTICLE 22 – COUNTERPARTS AND SIGNATURES**

#### 22.01 Counterparts

This Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

## 22.02 Photographic, Facsimile and Electronic Signatures and Electronic Delivery

Each party agrees that a photographic or facsimile copy of a signature evidencing a party's execution of this Agreement or any amendment or other document related to the Agreement, will have the same force and effect as a manual signature. This Agreement and any amendment or other document related to the Agreement may be signed electronically. Each Party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record. Delivery of an executed copy of this Agreement or any amendment or other document related to the Agreement, by facsimile or electronic transmission constitutes valid and effective delivery.

22.03 An employee shall have access, in the presence of their manager as well as a Human Resources Representative, during regular working hours to their file retained by the City of Owen Sound. The employee shall have the right to respond to any document contained herein. Such reply shall become part of the permanent record. The employee must not remove any document from their file and the employee shall be subject to disciplinary action if they remove anything from the file. The review shall be subject to the Municipal Freedom of Information and Protection of Privacy Act.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the Employee's record.

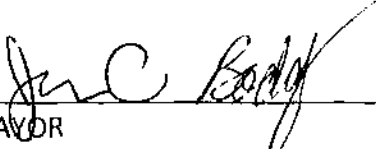
An employee who maintains a clear record for a period of twenty-four (24) months following their last warning or suspension shall have their record cleared at the end of each period as it applies to warnings and suspensions for reasons other than irregular attendance.

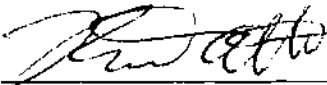
IN WITNESS WHEREOF the Corporation has caused to be affixed its Corporate Seal and the hands of its Mayor and Clerk, and the Union has caused to be affixed its Corporate Seal and the hands of its proper Signing Officers.

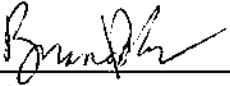
Dated at Owen Sound this 14<sup>th</sup> day of April, 2025

The Corporation of The City of  
Owen Sound

The Canadian Union of Public Employee  
(CUPE), Local 1189-01

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CUPE NEGOTIATING COMMITTEE

  
\_\_\_\_\_  
CLERK

  
\_\_\_\_\_  
CUPE NEGOTIATING COMMITTEE

  
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CUPE NEGOTIATING COMMITTEE

  
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CUPE NEGOTIATING COMMITTEE

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CUPE NATIONAL REPRESENTATIVE

## APPENDIX "A"

### SHORT TERM AND LONG TERM DISABILITY PLAN PERMANENT FULL-TIME STAFF

#### PURPOSE AND OBJECTIVES

The objective of the Short Term Disability Benefit Plan is to provide permanent full-time employees of the Corporation of the City of Owen Sound, with short term income security during sickness or non-work injury for up to seventeen (17) continuous weeks. After seventeen (17) continuous weeks the employee may apply for Long Term Disability Benefit Plan as provided by Sun Life Financial or alternative Insurance Carrier.

#### ENTITLEMENT

All permanent full-time employees on this plan, having completed the lesser of three (3) months or their probationary period, will be entitled to seventeen (17) continuous weeks of pay at the rate provided by the following schedule:

Length of Service	100% Salary	66 2/3% Salary
3 months, but less than 6 months (1 week waiting)	0	17 weeks
6 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0

#### RULES AND REGULATIONS

- The maximum covered duration for an illness or non-work accident under the S.T.D. (Short Term Disability) Plan is seventeen (17) continuous weeks.
- An employee is entitled to a maximum of seventeen (17) continuous weeks, a portion of which will be at 100% based on years of service outlined above. The remaining portion of the seventeen (17) continuous weeks of disability is at 66 2/3 %.
- Each employee's allotment of 100% weeks are based on a calendar year, and as such, is automatically renewed each January 1st providing the employee is working on that day.
- An employee disabled and collecting S.T.D or L.T.D. (Long Term Disability) benefits on January 1st will not be entitled to their new allotment of 100% weeks until they have met the 'qualifying criteria'.
- As long as an employee qualifies for L.T.D. plan, the S.T.D. plan does not apply.

- An employee may qualify for a second period of Short Term Disability entitlement during the calendar year after meeting the 'Qualifying Criteria'. They will be entitled to any unused portion of 100% weeks plus coverage at 66 2/3 % earnings for maximum of seventeen continuous weeks for every period of unrelated disability due to non-work accident or sickness.
- Successive periods of disability due to the same or related cause of causes will be considered as on or the same period, for the purpose of determining short term paid weeks and for the purpose of the qualifying period for L.T.D., if the periods of disability are separated by less than twenty (20) consecutive working days.
- Job related injuries will be covered by W.S.I.B. and not this plan.

### PROOF OF ILLNESS

To qualify for Sick leave (as per Article 10.02) or S.T.D. benefits:

- a) An employee must report on the first day or part of a day of illness, to their immediate supervisor or designate. Such reporting must be in accordance with the Department's procedures governing report for work;
- b) An employee must be unable to attend work due to 'totally disability';
- c) Any absence of more than three (3) consecutive working days or for one (1) working day prior to or following a paid holiday must be supported by a certificate from a duly recognized medical practitioner, stating the employee is unable to perform their duties and indicating the anticipated duration of the illness. The cost of this medical documentation will be the responsibility of the employee;
- d) To continue to qualify for the S.T.D. benefits beyond one (1) week, employees are required to provide a completed Functional Abilities Form from a physician, if requested. It must outline the employee's abilities, restrictions, accommodation and/or anticipated duration of absence. The cost of this requested medical documentation will be the responsibility of the employer;
- e) In the case of a prolonged absence, employees are required to provide regular up-dates from a physician stating the Employee is totally disabled, unable to perform their duties and indicating the probable duration of their illness;
- f) In cases where the employee is not totally disabled but unable to perform their regular duties they are required to participate in a return to work program;
- g) The City, upon suspecting abuse, would at its discretion have the right to have an Employee examined by a second physician that is mutually acceptable to both the City and the Employee.

### LONG TERM DISABILITY BENEFITS

The City will pay 100% of the premiums for a third party administered Long Term Disability Benefit. The plan will be as per the Sun Life Financial plan document or an equivalent plan. To qualify, employees must meet the definition of disabled under the terms of the plan and satisfy the requirements of the insurance company as determined by the insurer. Benefits would commence after a waiting period of seventeen (17) continuous weeks.

In order to apply for Long Term Disability the person must:

## Long Term Disability Benefits

- a) Be off work from their regular job and duties for seventeen (17) consecutive weeks with the same or unrelated illness or injury. Participating in a City return to work program will not constitute an interruption to, and may be included in the seventeen (17) week period; or
- b) Be off work for a total of seventeen (17) weeks with the same illness or an injury providing that the return to work was less than twenty (20) consecutive days. Participating in a City return to work program will not constitute an interruption to, and may be included in, the seventeen (17) week period.

## CONTINUATION OF OTHER BENEFITS WHILE DISABLED

All group benefits that are not eligible for waiver of premium provisions, such as OHIP, Extended Health Care and Dental Plans if applicable, would be discontinued after two (2) years of continuous disability. In other words, the City would continue to pay its portion of the premium during the first two (2) years.

Vacation entitlement will continue when the Employee qualifies and is receiving Short Term Disability Benefits only.

## JOB SECURITY AND POSITION SECURITY

The Employee's job and position will be held available when the Employee qualifies and is receiving Short Term Disability Benefits and/or Long Term Disability Benefits based on the under noted schedule.

Number of Years Of Service	Number of Weeks a Job is Guaranteed	Number of Weeks the Position is Guaranteed
1 year	30 weeks	17 weeks
2 years	35 weeks	17 weeks
3 years	40 weeks	17 weeks
4 years	45 weeks	20 weeks
5 years	50 weeks	25 weeks
6 years	55 weeks	30 weeks
7 years	60 weeks	35 weeks
8 years	65 weeks	40 weeks
9 years	70 weeks	45 weeks
10 years	75 weeks	50 weeks
15 years	104 weeks	50 weeks

Council may consider an extension based on the merits and circumstances at the time.

## DEFINITIONS

'Total Disability' means that period of time during which the employee is unable to perform each and every duty of their occupation and does not engage in any other occupation or employment, for wage or profit, for which the employee is reasonably qualified by education training or experience.

'Qualifying Criteria' a new entitlement, of up to a maximum of an additional seventeen (17) weeks of S.T.D., occurs when an employee has returned to work full-time, performing their core duties in their pre-illness position, or in a permanently accommodated position for a minimum of twenty (20) continuous working days.

Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

And

The City of Owen Sound

**Service Review and Shift Schedules**

The parties agree to meet during the term of the collective agreement to discuss solutions that address the outcomes of relevant Service Review projects and any operational needs that arise.

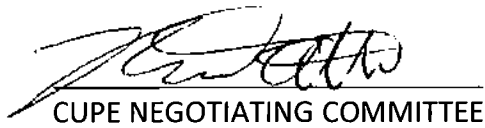
Dated at Owen Sound this 12th day of December, 2024

The Corporation of The City of  
Owen Sound

  
MAYOR

  
CLERK

The Canadian Union of Public Employee  
(CUPE), Local 1189-01

  
CUPE NEGOTIATING COMMITTEE

  
CUPE NEGOTIATING COMMITTEE

  
CUPE NATIONAL REPRESENTATIVE

Letter of Understanding

Between

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Local 1189-01

And

The City of Owen Sound

**Hours of Work – Mechanics**

It is recognized that a second Mechanic is required within the City. In regard to “hours of work”, for this position a shift has been proposed by the Employer as follows:

Regular Hours of Work & Shift Schedule:

On or about April 1<sup>st</sup> to November 1<sup>st</sup> of each year, Monday to Friday, 7:30am – 4:00pm.

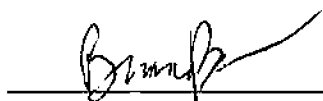
On or about November 1<sup>st</sup> to April 1<sup>st</sup> of each year, Tuesday to Friday 7:30am – 4:00pm and Saturday 7:30 a.m. to 4:00 p.m.

It is recognized that the Mechanic may alternate between these two shifts. Shifts may be altered in accordance with the existing Collective Agreement.

Dated at Owen Sound this 12th day of December, 2024

The Corporation of The City of  
Owen Sound

  
MAYOR

  
CLERK

The Canadian Union of Public Employee  
(CUPE), Local 1189-01

  
CUPE NEGOTIATING COMMITTEE

  
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**Winter Control**

Winter Control Hours of Work Trial

Whereas the parties are interested in finding a work schedule that is beneficial for the employees, fulfills the operational needs and limits financial liabilities for the City;

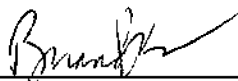
The parties therefore agree to the following, on a trial basis for the length of this collective agreement, regarding Equipment Operator 1 and Equipment Operator 2 staff assigned to Winter Control:

1. All staff will be assigned to one of the following three shifts:
  - a. 8am – 4pm
  - b. 4pm – 12am
  - c. 12am – 8am
2. When, due to a snow event, staff are called in early, overtime pay will not be paid until after the employee has worked eight hours;
3. At the Supervisor's discretion, staff may be sent home after eight (8) hours of work;
4. No staff from a subsequent shift will be called in early until all staff who came in early on the previous shift have been offered overtime;
5. Staff have the right to decline a request to come in early for their shift with no penalty;
6. This trial will be reviewed at the regularly scheduled Labour/Management meeting in the spring of each year. The parties may make whatever adjustments to this agreement to address concerns and issues experienced and will support those adjustments to their respective principles for ratification.

Dated at Owen Sound this 8th day of October, 2024

The Corporation of The City of  
Owen Sound

  
\_\_\_\_\_  
MAYOR

  
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CLERK

The Canadian Union of Public Employee  
(CUPE), Local 1189-01

  
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Letter of Understanding

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**Water Treatment Supervisor**

The parties agree that the Water Treatment Supervisor has historically and will continue to work stand-by on at least one week in three. Responsibilities during stand by will include responding to all call-ins as well as any other required work on unscheduled days. This letter of understanding will remain in effect for the life of the collective agreement.

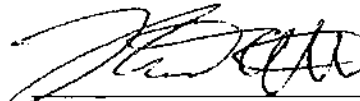
Dated at Owen Sound this 8th day of October, 2024

The Corporation of The City of  
Owen Sound

  
MAYOR

  
CLERK

The Canadian Union of Public Employee  
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CUPE NEGOTIATING COMMITTEE

  
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Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

And

The City of Owen Sound

**Alternate Lead Hand/Lead Hand/Acting Supervisor**

In recognition of the duties associated with being assigned as both Lead Hand/Alternate Lead Hand and Acting Supervisor the parties agree to the following, without precedence or prejudice, effective the date of signature. The letter will remain in effect for the life of this collective agreement:

1. When a permanent Lead Hand is assigned to both Lead Hand and Non-Union Supervisory duties they will be paid their permanent lead hand rate and the \$3.20 for Acting Supervisory duties.
2. When an employee is assigned to alternate lead hand and Acting Supervisor duties they will be paid \$3.00 for alternate lead hand duties and the \$3.20 for Acting Supervisory duties.

Dated at Owen Sound this        day of        ,2021

The Corporation of the City of  
Owen Sound

  
MAYOR

  
CLERK

The Canadian Union of Public Employees  
(CUPE), Local 1189-01

  
CUPE NEGOTIATING COMMITTEE

  
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## Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

And

The City of Owen Sound

### **Temporary Seasonal Public Works Employees**

The parties have agreed to the hiring of Temporary Seasonal Public Works employees on a continued trial basis for the length of each winter control season for this contract. The terms and conditions of their use will be as follows:

1. A Temporary Seasonal Public Works employee will be an employee that is hired to perform snow removal duties. These employees will not operate any public works equipment that requires a DZ license. There will be two types of Temporary Seasonal Public Works Employees as follows:
  - a. Those that complete manual snow removal
  - b. Those that operate sidewalk plows or RTV equipment
2. Temporary Seasonal Public Works employees that engage in work of the bargaining unit CUPE local 1189-01 will be members of the bargaining unit upon completion of an 800 hour probationary period;
3. Temporary Seasonal Public Works employees will be assigned to one of the following three shifts:
  - a. 8am – 4pm
  - b. 4pm – 12am
  - c. 12am – 8am

The schedule of said employees will vary to ensure coverage for 7 days a week. These employees will not typically work more than 40 hours per week or 80 hours averaged over two weeks.

4. If overtime is required for snow removal during a snow event, employees will be called in, in accordance with the call-in list outlined in article 15.05.
5. All articles of the collective agreement will apply except where noted within this document for those employees who have completed their probationary period;

6. Personal protective equipment required for this position will be provided by the employer including winter gloves.
7. Temporary Seasonal Public Works employees will be required to provide their own certified winter safety boots and weather appropriate outer wear.
8. Temporary Seasonal Public Works employees will not be entitled to the benefits outlined in Article 10 or 11 of the collective agreement. Seasonal Public Works employees may qualify for OMERS as per article 11.03 if they have previously met eligibility criteria.
9. In the event of a reduction in CUPE local 1189-01 staff, Temporary Seasonal Public Works employees in the affected divisions will be laid off prior to any permanent full-time staff receiving a lay-off notice;
10. Temporary Seasonal Public Works employees who are not required to operate equipment and will complete manual snow removal will be paid the Labourer rate.

Temporary Seasonal Public Works employees who operate the sidewalk plow and RTV will be paid Equipment Operator 1.


The employer will determine the number of Temporary Seasonal Public Works employees required each winter control season.

11. Temporary Seasonal Public Works employees shall only be entitled to vacation pay, not paid time off, according to Article 12.07;

Dated at Owen Sound this     day of     , 2025

The Corporation of The City of  
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CUPE NEGOTIATING COMMITTEE

  
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Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

And

The City of Owen Sound


**Statutory Holiday Assignments**

The parties agree to meet within six months to discuss a process to address statutory holiday assignments.

Dated at Owen Sound this 18<sup>th</sup> day of March, 2025

The Corporation of The City of  
Owen Sound

  
MAYOR

  
CLERK

The Canadian Union of Public Employee  
(CUPE), Local 1189-01

  
CUPE NEGOTIATING COMMITTEE

  
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Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

And

The City of Owen Sound

**Job Evaluation Committee**

This Letter of Understanding forms an addition to the Collective Agreement between the Corporation of the City of Owen Sound, hereinafter referred to as the “Corporation”, and the Canadian Union of Public Employees Local 1189, hereinafter referred to as the “Union” for the life of this collective agreement.

The parties agree to convene the Job Evaluation Committee as per the Job Evaluation Plan Terms of Reference within sixty (60) days of the signing of this agreement for the purposes of scheduling Committee meetings and establish a timeline for the collection and evaluation of all of the classifications within the bargaining unit.

The parties agree to discuss implementing a banding structure based on the results of the job evaluation of all classifications.

The parties agree to discuss the implementation of a pay grid utilizing any agreed to banding structures.

The cost of the Joint Job Evaluation (JJE) program will be borne by the Employer.

It is agreed that information relating to banding, scoring and all other relevant data be shared by the City of Owen Sound to the Union’s Pay Equity/Job Evaluation Specialist.

All classifications shall be evaluated by October 31, 2026.

The banding and salary grid shall be completed, and jobs shall be placed in the new grid based on their band. Any adjustments relating to placement, shall be implemented no later than December 31, 2026.

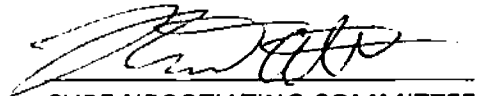
This letter shall remain in force and effect for the life of this collective agreement.


Dated at Owen Sound this       day of       ,2025

The Corporation of the City of  
Owen Sound

The Canadian Union of Public Employees  
(CUPE), Local 1189-01

  
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MAYOR

  
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Letter of Understanding

Between

The Canadian Union of Public Employees  
Local 1189-01

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**Banked Statutory Holiday Time – Seasonal Employees**


The parties agree that where a seasonal employee is banking statutory holiday time, they must use the statutory holiday time during the seasonal position and division in which it is banked. I.e. If it is banked in Parks it must be used in Parks.

In 2018 only, a seasonal employee who banked time while working as a Temporary Seasonal Public Works Employee may use the bank time while working as a Seasonal Parks & Open Space Attendant, and will be paid the Temporary Seasonal Public Works employee wage rate, at which the time was earned. Any time banked in 2017/2018 Temporary Seasonal Public Works position must be used in 2018. This exception is for 2018 only, and going forward bank statutory holiday time will be used in the seasonal position and division in which it is earned.

Dated at Owen Sound this 17<sup>th</sup> day of October, 2024

The Corporation of the City of  
Owen Sound

  
\_\_\_\_\_  
MAYOR

  
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CLERK

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**SCHEDULE A – WAGES**

Classification	01-Apr-2023	01-Apr-24	01-Apr-25	01-Apr-26
<b>Public Works Division</b>		6%	3%	3%
Equipment Operator 1	\$27.03	\$28.65	\$29.51	\$30.40
Equipment Operator 2	\$28.21	\$29.90	\$30.80	\$31.72
Seasonal Labourer	\$25.33	\$26.85	\$27.66	\$28.49
Mechanic	\$32.71	\$34.67	\$35.71	\$36.78
<b>Parks &amp; Open Space Division</b>				
Parks & Open Space Attendant	\$26.52	\$28.11	\$28.95	\$29.82
Arborist	\$28.88	\$30.61	\$31.53	\$32.48
Horticulturist	\$27.76	\$29.43	\$30.31	\$31.22
Seasonal Parks & Open Space Attendant	\$20.00	\$21.20	\$23.43	\$24.13
<b>Water &amp; Wastewater Division</b>				
Labourer/Operator in Training	\$26.26	\$27.84	\$28.68	\$29.54
Cert.Level I 90%	\$30.06	\$31.86	\$32.82	\$33.81
Cert.Level II 100%	\$33.35	\$35.35	\$36.41	\$37.50
Cert.Level III 102.5%	\$34.16	\$36.21	\$37.30	\$38.42
Cert.Level IV 105%	\$34.99	\$37.09	\$38.20	\$39.35
Water Distribution Cord.	\$35.12	\$37.23	\$38.35	\$39.50

Lead Hand Differential as per the Collective Agreement