

AUTHORIZED BY BY-LAW NO.

of

THE CORPORATION OF THE CITY OF OWEN SOUND

THIS AGREEMENT made and entered into this 11th day of June 2024

BETWEEN:

THE CORPORATION OF THE CITY OF OWEN SOUND

hereinafter referred to as the "Employer" OF THE FIRST PART.

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL NUMBER 1189-00

(Inside Workers)

hereinafter referred to as the "Union" OF THE SECOND PART.

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION	1
ARTICLE 2: RELATIONSHIP	3
ARTICLE 3: MANAGEMENT RIGHTS	5
ARTICLE 4: OFFICERS OF THE UNION	5
ARTICLE 5: GRIEVANCE PROCEDURES	6
ARTICLE 6: ARBITRATION	8
ARTICLE 7: NO STRIKE - NO LOCKOUTS	9
ARTICLE 8: SENIORITY.....	9
ARTICLE 9: GENERAL.....	12
ARTICLE 10: LEAVES OF ABSENCE BEREAVEMENT	14
ARTICLE 11: BULLETIN BOARDS.....	16
ARTICLE 13: STATUTORY HOLIDAYS	18
ARTICLE 14: HEALTH CARE / DRUG / VISION / LIFE / AD&D / LTD / PENSION	19
ARTICLE 15: HOURS OF WORK AND OVERTIME	21
ARTICLE 16: UNION SECURITY AND CHECK OFF	24
ARTICLE 17: WAGES AND CLASSIFICATION	24
ARTICLE 18: SPECIAL CLOTHING.....	26
ARTICLE 19: TERMINATION	26
ARTICLE 20: COUNTERPARTS and SIGNATURES.....	27
APPENDIX "B"	31
APPENDIX "C"	35
APPENDIX "D"	36

ARTICLE 1: RECOGNITION

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union, and 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.

1.02 The Employer recognizes the Union as the exclusive bargaining agent for all office, clerical, technical and custodial employees of The Corporation of the City of Owen Sound City Hall, the Murray MacDonald Building, and the Tourism Office on 1st Avenue West, save and except the:

- City Manager
- Communications and Administrative Assistant
- Manager of Community Development
- Deputy City Manager
- Administrative Assistant, Corporate Services
- Corporate Services Facilitator
- City Clerk
- Deputy Clerk
- Marriage & Licensing Coordinator
- Manager of Legislative Services
- Human Resources Manager
- Strategic Human Resources Manager
- Health & Safety Coordinator
- Human Resources Assistant
- Director of Corporate Services
- IT Manager
- Manager of Revenue
- Deputy Treasurer
- Manager of Purchasing
- Manager of Corporate Services
- Manager of Accounting Services
- GIS Supervisor
- Director of Community Services
- Administrative Assistant, Community Services
- Community Planner
- Manager of Planning and Heritage
- Chief Building Official
- Deputy Chief Building Official
- Manager of Parks & Open Space
- Parks & Cemetery Supervisor
- Parks & Cemetery Administrative Coordinator

Manager of Community Development and Marketing
Senior Manager, Parks and Open Space
Director of Public Works & Engineering
Administrative Assistant, Public Works
Administrative Assistant, Water/Wastewater
Manager of Engineering Services
Manager of Water & Wastewater
Public Works Superintendent
Supervisor of Environmental Services
Water Distribution Superintendent
Water Treatment Superintendent
Wastewater Superintendent
Payroll Administrator
Communications Advisor
Employees who hold bargaining rights in another trade union
Students employed during the school vacation period
Co-op students during their school work term
Persons hired under a Federal or Provincial program. Persons hired under such programs shall not result in layoff, displacement of any member of this bargaining unit, or a reduction of hours of work.

1.03 Except in the case of emergency, instruction, demonstration, or in the case of providing break and vacation relief, the Employer and its positions listed in 1.02 above, shall not perform bargaining unit work.

In the cases of work trials, short term disability absences, or WSIB absences the employer and union will mutually agree when staff other than CUPE 1189-00 members are asked to provide coverage.

1.04 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

1.05 The parties recognize that this Collective Agreement is subject to applicable Federal and Provincial Statutes as necessary.

1.06 A part-time employee is one who is regularly employed for not more than twenty-four (24) hours per week or forty-eight (48) hours in a pay period.

1.07 The term Employee, in this Collective Agreement, means permanent full-time, permanent part-time, contract full-time and contract part-time, subject to the exclusions set out in 1.02.

- 1.08 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: RELATIONSHIP

- 2.01 The Employer and the Union agree that there will be no discrimination against any Employee by reason of race, ancestry, creed, color, 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 meetings at any time on the premises of the Employer without the prior approval of their direct supervisor or Human Resources or designate.

- 2.03 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 provision of this Agreement.

During the new Employees' corporate scheduled orientation, the Employer shall introduce a new Employee to the Local Union President or Unit Vice President and include a thirty (30) minute orientation time for the Union President or Unit Vice President to familiarize the new Employee with Local Union procedures.

- 2.04 An Employee will have the right at any time to have access to and review their personnel records and such review shall be done in the presence of the Manager of Human Resources or the designate and 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 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.

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.

- 2.05 The Employer shall notify the Union of all new hires, terminations, layoffs, recalls, promotions, demotions and transfers of any employee covered by this Collective Agreement.

New positions and all vacancies for existing positions covered by this Collective Agreement shall be posted for five working days prior to any external advertisement of the position in order to give existing employees sufficient time to apply. All postings shall include the following information:

- Current position job summary
- Current qualification requirements
- Current education requirement
- Current location
- Current wage range

Any disagreement as to the timeliness of posting or the accuracy of information contained in the posting shall be subject to the grievance procedure.

In the event that the employer and the union agree there are no qualified internal candidates, the employer will look to post internal and external advertisements simultaneously with the understanding that should there be any qualified internal candidates, they would be considered prior to external candidates.

- 2.06 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 relevant particulars pertaining to the merger.

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

ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the operations and direction of the working force are fixed with the Employer, and without restricting the generality of the foregoing the Union acknowledges that it is the function of the Employer to:
- a) Manage its business and direct its working force including the right to determine whether and to what extent any work shall be performed by its Employees.
 - b) Maintain order, discipline and efficiency in its offices and operations.
 - c) Hire, direct, classify new positions, transfer, promote, demote, layoff or otherwise suspend, discipline or discharge any Employee for just cause.
 - d) Manage the operations and undertakings of the Employer and to schedule production; and, without restricting the generality of the foregoing, to select, install and require operation of any equipment, plant and machinery which the Employer in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.
 - e) Decide on the number of Employees needed by the Employer for the efficient operation of any department/division/service/facility for the carrying out of any undertaking by the Employer.
- 3.02 The Employer agrees to exercise these rights in a manner consistent with the terms of this Agreement.
- 3.03 During deliberations regarding financial cutbacks for the Employer or any other matters which may affect the Bargaining Unit, the Employer will notify the Union prior to any action being implemented.

ARTICLE 4: OFFICERS OF THE UNION

- 4.01 The Employer acknowledges the right of the Union to appoint or otherwise select Officers of the Union. Those Officers, including Stewards shall have seniority with the Employer. The names of the Officers shall be given to the Employer in writing and the Employer will not be required to recognize any such Officer until it has been so notified. The Union will make every practical effort to not have more than one (1) steward in each Division absent from work on union business.
- 4.02 It is agreed that two (2) Officers so selected will constitute the Grievance Committee of the Union so long as they remain Employees. Successors may be appointed and their names will be communicated to the Employer within ten (10) days of appointment.

- 4.03 The Employer shall instruct all members of its Supervisory Staff to co-operate with the Officers of the Union in the carrying out of the Terms and Requirements of this Agreement.
- 4.04 The Union undertakes to secure from its Officers, Stewards and Members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.
- 4.05 In order that the work of the Employer is not reasonably interrupted, no Steward, Officer or Member shall leave his or her work, or absent themselves from their regular duties, for the purpose of proper grievance functions or union related business without obtaining the permission of his or her immediate Supervisor. Such permission will not be unreasonably withheld and such authorized absence will be without loss of regular pay.

The provisions of this Article do not apply to the time spent on matters outside regular working hours.

ARTICLE 5: GRIEVANCE PROCEDURES

- 5.01 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.
- 5.02 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.
- 5.03 The Employee shall, where practical, first discuss the issue with their immediate Supervisor and the Employee may be accompanied by his/her Steward or designate during all steps of the grievance procedure or at any grievance meetings with the Employer. Grievances properly arising under this agreement will be adjusted and settled as follows:

Step #1

If it is determined the complaint is valid, the Union and Employee will present their concern in writing to their Supervisor. The Supervisor will give their decision within four (4) working days following the presentation of the grievance or any extended timeline as mutually agreed to by both parties.

Step #2

Within five (5) working days after the decision is given in Step #1, failing satisfactory settlement, the Union and the aggrieved Employee will 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 five (5) 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.

- 5.04 If final settlement of the grievance is not reached at Step #3, 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 Board of Arbitration as provided in Article 6 below 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.
- 5.05 Any grievance instituted by Management will be referred in writing to the Union within five (5) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union will meet within five (5) 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 6 at any time within twenty (20) calendar days thereafter, but not later.
- 5.06 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 # 2.
- 5.07 Replies to grievances will be in writing at all stages.
- 5.08 The Employer will supply the necessary facilities for the grievance meetings.
- 5.09 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 5 - Grievance Procedure, Steps #1 and # 2 of the Grievance Procedure will be omitted in such cases.

- 5.10 The Parties agree that failing settlement of a grievance at Step 3 of the grievance procedure (Article 5.04) the Union may submit a request to the employer, that the grievance be referred to Mediation prior to Arbitration. Reasonable consideration shall be given to such requests.

ARTICLE 6: ARBITRATION

- 6.01 Both parties to this Agreement agree that any dispute or grievance concerning the application, interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 5 above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 6.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and third person to act as Chair chosen by the other two (2) members of the Board, or in accordance with the Labour Relations Act.
- 6.03 Within five (5) working days of the request by either party for a Board, each party will notify the other in writing with the name of the appointee.
- 6.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 6.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as the Chair.
- 6.05 The Board will determine its own procedure, but will give full opportunity to all parties to present evidence and make representation to it. The Board of Arbitration will receive and consider such material evidence and contentions as the parties offer. Also, the Board may request from the parties such other evidence as is relevant to its determination of the issues involved.
- 6.06 The decision of the majority will be the decision of the Board. Where there is no majority decision, the decision of the Chair will be the decision of the Board. The decision of the Board of Arbitration will be final and binding and enforceable on all parties, but in no event will the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.
- 6.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chair.
- 6.08 The time limits fixed in both the grievance and arbitration procedure will be extended by mutual consent in writing of the parties to this Agreement.

- 6.09 Where the Parties have mutually agreed, the process herein this Article may be fulfilled through the use of a sole arbitrator.
- 6.10 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 7: NO STRIKE - NO LOCKOUTS

- 7.01 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.

ARTICLE 8: SENIORITY

- 8.01 Seniority for full-time and part-time members is defined as the length of service in the bargaining unit and will operate on a bargaining unit wide basis.
- 8.02 All vacancies and new positions within the bargaining unit, including temporary vacancies or new positions greater than six (6) months shall be posted in order that present employees will know of the vacancy and be able to make written application therefore prior to the vacancy or new position being advertised or awarded externally. In the case of vacancies caused by pregnancy or parental leaves the Employer shall be obliged to post only the vacancy caused by such leave. Temporary employees may be hired for periods of up to eighteen (18) months to fill positions that are temporarily vacant due to pregnancy, parental or short-term disability leaves, and other approved leaves of absence.

The employer shall notify the union via email of all successful candidates for these job postings.

When assessing applicants for job postings, the employer shall consider the employee's qualifications, skill, ability and seniority and where two or more employees are relatively equal in the requirements, seniority shall be the governing factor. The requirements of the posting will be relevant to the job in question and shall not be set in an arbitrary or discriminatory manner.

- 8.03 All new employees covered by this Agreement shall be placed on probation for a period of six (6) calendar months from the date when they were hired, during which time the employee shall be subject to the terms of this Agreement except rights involving seniority. The Employer may dismiss a probationary employee for any reason. The Employer shall be required to show that it acted reasonably in judging the employee unsuitable for permanent employment.

8.04 An Employee retained past the six (6) calendar months probation period will be deemed satisfactory from the date upon which the employee was first hired, providing the Employee's probationary period is not mutually extended in writing by the Employee and Employer.

8.05 The Employer will maintain a seniority list showing the date on which each employee covered by this agreement became a member of the bargaining unit. An up-to-date seniority lists shall be sent to the Union electronically via email in January of each calendar year.

If the Employer assumes, transfers or merges operations into the bargaining unit from outside then the seniority of any employees from the outside unit shall commence from the date that they enter the bargaining unit unless determined otherwise by a general meeting of the existing members of the bargaining unit.

8.06 An Employee will not lose seniority rights if they are absent from work due to sickness, accident or leave of absence approved by the Employer, or by Federal or Provincial Statute.

8.07 Where it becomes necessary to reduce the work force, the following procedure shall be used:

1.a) Students, including Co-op students, municipally subsidized grant employees, and temporary employees in the affected division(s) shall be terminated first.

b) Part-time employees in the affected division(s), as determined by the Employer (where there is more than one Employee performing similar work, seniority shall prevail) shall be laid off before full-time employees.

c) Any part-time Employee(s) so displaced from their classification shall have the right to displace any part-time Employee in the Union provided the laid off employee has greater seniority than the individual they wish to displace and is qualified to perform the work, within a trial period of ten (10) working days, as determined by the department Director or designate.

d) Probationary full-time Employees in the affected classification(s) shall be laid off before other bargaining unit Employees, provided the other bargaining unit Employees have the qualifications to perform the work required, otherwise the Employee with the least unit-wide seniority in the affected classifications shall be displaced.

2. If further reductions are necessary, the full-time Employee(s), in the affected Division(s), with the least unit-wide seniority shall be displaced, provided other bargaining unit employees have the qualifications to perform the required work.

3. Any full-time Employees so displaced from their Division(s) shall have the right to displace any Employee in the Union with less seniority provided they are qualified to perform the work,

within a trial period of ten (10) working days as determined by the Department Director or designate.

4. Recall to work shall firstly be those employees described in (2) above, secondly those employees described in 1d), (1c) above, thirdly those employees described in (1b) above.

5. No new employees shall be hired until all those laid off have been recalled to work provided they have the qualifications 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.

6. In the event of a layoff the Employer shall give the affected Employee(s) not less than thirty (30) calendar days of notice. Once notice is given by the Employer, the affected Employee(s) and the Union shall meet to deal with the matter.

7. It is the responsibility of the Employee to provide the Employer with up to date contact information (mailing and e-mail) and notify the City of any changes to them.

8.08 An Employee will lose seniority and employment will be deemed to be terminated for the following reasons:

1. Voluntary resignation in writing.

2. Discharged for just cause and not reinstated through the Grievance Procedure.

3. Retirement.

4. Absent from work in excess of five working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

5. Fails to return to work within seven (7) working days following a lay-off after being notified to do so by Registered Mail to the Employee's last known address.

6. Laid off for a period in excess of twelve (12) consecutive months.

7. Fails to return to work upon termination of an authorized leave of absence, unless an extension is granted by the Employer.

8. The employee resigns and does not reverse his/her decision in writing to the Corporation within forty-eight (48) hours.

8.09 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.

- 8.10 If an Employee, no longer on their probationary period and employed in a permanent part-time capacity, works full-time equivalent hours for a six month period, then that Employee shall be considered equivalent to full-time in the month following the six month period and shall receive the same benefits and compensation as if they had been hired as a full-time employee; excepting the provisions in Section 10.02 and 14.02. and 14.04 unless eligible to enroll. The job position and classification will remain as permanent part-time.

Under extenuating circumstances an extension to the six month period may be mutually agreed upon by the Union, employee and employer.

- 8.11 In the event that the Employer contracts out any work or service currently performed by members of the Union the Employer shall first consult with the Union regarding the redeployment of the affected employees. Together the Employer and the Union will seek redeployment opportunities both inside and outside the bargaining unit and only as a last resort will the layoff provisions of Article 8.07 be applied.
- 8.12 If a full-time permanent Union member accepts another full-time permanent position within CUPE Local 1189, they shall have 45 calendar days to decide whether they would like to remain in the current position or return to the previous position and likewise should the employer determine the employee does not meet the requirements of the position the employer may return the employee to their previous held position. The Union is to be notified by the Employer of any requests.
- 8.13 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, Unit Vice-President and Secretary Treasurer.

ARTICLE 9: GENERAL

- 9.01 The Employer will recognize a Negotiating Committee of not more than three (3) Employees and a National Representative for the purposes of representing the Union at any negotiations for this Agreement.

The Union will endeavor to retain the same Negotiating Committee during the negotiation process.

The Union will recognize a Negotiating Committee of not more than four (4) representatives of the Employer for negotiations of this Agreement. The Employer will endeavor to retain the same Negotiating Committee during the negotiation process.

Members of the Negotiating Committee will not suffer a loss in pay while negotiating with the Employer.

9.02 All correspondence between the parties arising out of this Agreement or incidental thereto will pass to and from the Human Resource Manager, or their designate, and the Recording Secretary for the Union.

9.03 Those Employees who are required by the employer and as part of their job description to provide a vehicle, shall be paid compensation for the use of their personal vehicle. The amount of compensation shall be paid monthly and may vary dependant on vehicle usage according to the following criteria.

Effective upon ratification, the Employer will reimburse all employees for all Kilometers traveled at the request and on behalf of the Employer in the amount of \$0.47 per Km, or in accordance with the scale appearing in the Use of Personal Vehicles Policy, whichever is greater with a minimum payment of \$3.00 for each round trip.

All mileage must be submitted for approval on a monthly basis no later than the last day of the following month. Any mileage submitted for a period longer than one month will not be reimbursed. Exceptions may exist if an employee is on an approved leave of absence, sick leave or vacation.

Those Employees who are required to drive of an average of 200 kilometers per month or more shall have a choice to either receive the kilometer rate above or a flat rate of \$150.00 each month. The average will be determined annually and employees will remain on the chosen reimbursement for that year.

Employees receiving the \$150.00 each month must track their monthly mileage to verify they still meet the requirement of 200km a month average.

9.04 It will be the responsibility of each Employee to keep the Employer notified of their current address and telephone number.

9.05 Permanent full-time and part-time Employees will be able to participate in any computer purchase programs that the Employer provides.

9.06 Full time employees are to be given the first opportunity to attend a job related course/workshop before being offered to a part time employee.

ARTICLE 10: LEAVES OF ABSENCE BEREAVEMENT

10.01 An Employee will receive five 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 the Manager of Human Resources. The term immediate family shall mean: father, mother, sister, brother, spouse (including common law or same sex partner), son, daughter, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or someone living in loco parentis.

In the event of the death of an employee or employee's spouses 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.

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.

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.

SHORT TERM AND LONG TERM DISABILITY PLANS

10.02.01 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 B;
- 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; and inclement weather. 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 "B";
- d) a long term disability benefits plan as administered by an insurance carrier.

10.02.02 All permanent part-time 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 B;

It is understood that benefits referenced in 10.02. (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 Employer on matters pertaining to this Agreement during working hours. Representatives must obtain permission from their supervisor before attending matters pertaining to this agreement. Such permission will not be unreasonably withheld.
- 10.04 Leave of absence with pay and without loss of seniority will be granted to up to five (5) 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 re-imburse for the hours incurred under this provision within fifteen (15) days of receiving an invoice. No more than three (3) employees at any one time may be absent.
- 10.05 Pregnancy and parental leave will be granted to Employees in accordance with the Employment Standards Act 10.06. Each Employee is required to notify their supervisor or designate, within at least thirty minutes of the start of the Employee's scheduled work time that they will not be available for their shift or part thereof, the reason they are unavailable and the expected duration of the absence.
- 10.07 Other than Pregnancy/Parental Leave or as outlined in this Agreement, an Employee will not accumulate vacation or length of service while on leave of absence without pay of greater than one (1) month. Leaves of absence of less than whole month(s) will be rounded to the next whole month for determining prorated vacation entitlement and service. Benefit plan premiums are required to be paid by the Employee during their leave of absence for the period greater than one (1) month, unless the Employee is on Pregnancy/Parental Leave. An Employee in receipt of W.S.I.B. (Workers Safety Insurance Board) benefits will continue to accumulate service and will continue to receive health and dental benefits.
- 10.08 Upon the written request of an Employee, the Employer may grant leave of absence without pay or loss of benefits or seniority for any reason it sees fit and it is further agreed the employer will not arbitrarily refuse a request for a leave of absence.

The Employer will respond to the request within two (2) weeks of the request being made.

- 10.09 The Employer will grant a leave of absence without loss of seniority to an employee who serves as a juror or crown witness in any court. The Employer will pay the employee the difference between their normal earnings and the payment they receive for jury or court witness duty excluding any payments to cover expenses in attending court. The time the employee spends on jury or court witness duty shall not be subtracted either from the employee's vacation entitlement or the employee's sick day entitlement.

ARTICLE 11: BULLETIN BOARDS

11.01 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 12: ANNUAL VACATIONS

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

- 12.07 a) Earned vacation may be not be taken until an employee has completed their probationary period as outlined in article 8.03.
- b) Vacation is intended to provide time off of work and therefore will not be paid out to employees except at termination or retirement.
- 12.08 a) Vacation will be advanced to each employee at the beginning of the calendar year for use within that year. 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 scheduled and 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.
- 12.09 If a paid holiday falls or is observed during an Employee's vacation period, the Employee will be granted an additional day of vacation for each such holiday in addition to their regular vacation time.
- 12.10 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 May 1 - April 30 must be made in writing by March 1st of the calendar year. The employer will review and grant requests on the basis of seniority. Approved vacation requests will be posted by March 15. One (1) or more week requests will be given priority over single day requests for the periods of June 15 to the second week of September, March Break and period to include Christmas Day to New Years Day.
- c) Vacation requests made after March 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 departmental Director.

d) Any unscheduled vacation as of October 1st of the calendar year, except vacation covered under 12.08 b) may be scheduled by the division manager in consultation with the employee.

e) Subject to the foregoing, the Employer shall arrange vacations requested between Christmas and New Year's Day such that Employees requesting vacation during that time shall, as necessary, rotate from year to year.

12.11 Where an Employee becomes ill during their vacation, the Employee will be deemed to be on sick leave for a maximum for five (5) days providing the Employee provides medical proof, satisfactory to the Employer, that the Employee was under medical supervision and subject to either a hospital admittance or confined indoors. The Employee shall be entitled to take vacation days so displaced at a later time which is mutually agreeable to the Employer and the Employee concerned.

12.12 Part-time employees shall be entitled to vacation pay as shown in the table below.

Period Worked	Vacation Pay
Less than 2 years employed	4% of gross earnings
2 years but less than 7 years	6% of gross earnings
7 years but less than 14 years	8% of gross earnings
14 years but less than 22 years	10% of gross earnings
Greater than 22 years	12% of gross earnings

12.13 Employees who are called out to work on vacation days will receive pay at the rate of time and a half (1-1/2) for a minimum of 3hours and receive an additional vacation day.

ARTICLE 13: STATUTORY HOLIDAYS

13.01 The following holidays will be recognized by the Employer as Statutory Holidays:

New Year's Day	Boxing Day
Canada Day	Christmas Day
Family Day	Victoria Day
Civic Holiday	Remembrance Day
Labour Day	Thanksgiving Day
Good Friday	Easter Monday
Truth & Reconciliation	

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

Employees will receive regular pay for each of the said Statutory Holidays 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 (i.e. LTD, WSIB, UIC). Employees who are called out to work on Statutory Holidays will receive in addition to their regular pay for the day, pay at the rate of twice the regular rate for a minimum of two (2) hours.

- 13.02 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 is caused by illness, in which case the Employee will be required to produce a certificate signed by a Medical Doctor.
- 13.03 When any of the following statutory holidays fall on a Saturday or Sunday and is not proclaimed or declared as being observed on some other day the Union and employer will mutually agree to determine the substitute day in which the holiday is recognized.

New Year's Day
Canada Day
Remembrance Day
Christmas Day
Boxing Day

- 13.04 Employees that are scheduled to work on Remembrance Day shall receive an alternate day off. This additional day off shall be banked and not paid out. This shall be in accordance with Article 15.02.

ARTICLE 14: HEALTH CARE / DRUG / VISION / LIFE / AD&D / LTD / PENSION

- 14.01 The Corporation will pay 100% of the cost of the Employer Health Tax presently in effect for Employees.
- 14.02 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.
- 14.03 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 Sunlife process for authorizing name brand drugs.

- 14.04 The Ontario Municipal Employee Retirement System and the Canada Pension Plan will be continued in accordance with all relevant By-laws and Statutes. The employer and the employee will pay an equal amount into the plan as determined by OMERS.
- 14.05 The Employer will pay the monthly premiums of a dental plan equivalent to a Blue Cross #9 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.
- 14.06 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.
- 14.07 Eligibility and payment of benefits under Article 14.02, 14.03, 14.04, 14.05 and 14.06 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.
- 14.08 Temporary 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 employees who accumulate employment service greater than six (6) months will participate fully in the benefit plans described in Articles 14.03, 14.05 and 14.06.
- 14.09 The Employer will not change the level of the benefits described in the Agreement without written approval of the Union.
- 14.10 Notwithstanding anything in Article 14.02, 14.03, 14.04, 14.05 and 14.06 part-time employees will only be entitled, if they wish to do so, to 14.03, 14.05 and 14.06. Such benefits will be provided on a 50%/50% (Employee/Employer) co-share basis.

14.11 Part-time Employees will be permitted to enroll in OMERS as provided for in the Pension Benefits Act.

ARTI CLE 15: HOURS OF WORK AND OVERTIME

15.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as guarantee of hours of work per day or per week or of days of work per week.

The standard workweek for full-time employees in the bargaining unit shall consist of 35 paid hours per week, comprised of a normal starting time of 8:30am and a normal quitting time of 4:30pm with a one hour unpaid lunch period, Monday through Friday inclusive. The standard workweek for all permanent part-time employees in the bargaining unit shall consist of up to 24 hours per week or forty-eight (48) hours in a pay period, Monday through Saturday inclusive.

15.02 It is understood that from time to time, employees may need to work evenings or weekends to attend Committee and Council meetings/events; perform off hours system maintenance and other prescheduled activities as part of the employee's regular duties. Provided employees are given a two week notice, their regular hours of work/work day may be changed to accommodate these activities without incurring overtime.

It is agreed by the Corporation and the Union that the incumbents in the positions of "Event Facilitator", "IT Systems Specialist", "Software & Training Support Specialist", "By-Law Enforcement Officer" "Maintenance Labourer" and "Building & Property Maintenance" will be required to work irregular hours, including at times, evenings, Saturdays, Sundays and Statutory Holidays.

In order to meet the needs of the affected community programs and services it is agreed that the employees in the classifications mentioned above will work irregular hours. The employee and their Supervisor/Manager will develop the work schedule a minimum of two weeks in advance when possible. The work schedule will determine individual hours of work according to the demands of the job, workload and the employee's personal needs.

The work schedule will be developed based upon a 70 hour bi-weekly pay period. The employee and the Supervisor/Manager will not act in an arbitrary or unreasonable fashion in the establishment of the work schedule.

The Building and Property Maintenance and the Maintenance Labour positions may work up to 40 hours per week without incurring overtime and will be scheduled for hours appropriate for their job duties.

15.03 For full-time employees, overtime at the rate of time and one half of the employee's regular hourly rate shall be paid or banked for all approved hours worked in excess of the employees regularly assigned hours in any week except that for all approved hours worked on Sundays the rate shall be twice the employee's regular hourly rate

Any hours worked in addition to an employee's regular hours (7/8 hrs per day or 35/40 hours a week) must be pre-approved by the employee's immediate supervisor or designate.

Overtime for part-time employees shall be paid at the rate of time and one half of the employee's regular hourly rate and shall be payable for all approved hours worked in excess of the full-time equivalent hours per week except that for all such approved hours worked on Sundays the rate shall be twice the employee's regular hourly rate.

Overtime hours may be banked at the appropriate rate of overtime for each one hour of overtime worked; the Employee will be allowed to bank a maximum of 35 hours at any one time. After an Employee uses any of these hours, the employee may bank more overtime, provided the Employee does not exceed the thirty-five (35) hour maximum. When taking banked overtime days as vacation the provisions of Article 12, Sections 12.07 and 12.10 shall apply.

15.04 Overtime premiums will not be paid more than once for any hour worked and there will be no pyramiding of overtime.

15.05 Employer and Employees in the various departments/divisions may mutually agree to a system of Flex Time. This is a system which permits the Employer and Employee to select and schedule their working hours according to the demands of the job and the Employees personal needs. This system will ensure the Employee has an adequate lunch break. Failure of the Department Head and Employee to agree on Flex Time hours will result in the hours of work as outlined in this article being adhered to.

15.06 Employees called out to work will receive a minimum of three (3)) hours pay at the applicable overtime rate. A second call out occurring within three (3) hours of the previous call will be considered as a continuation of the first call. Employees called out to work on lieu days off will receive pay at the rate of time and a half (1 ½) for a minimum of three (3) hours and receive an additional lieu day off.

15.07 Employees required to be on standby will be compensated as follows:

Lump sum payment of \$175.00 per standard week (Mon. - Fri. \$21.00, Saturday & 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 following completion of a tour of standby duty.

- 15.08 An Employee will not lose regular wages or be required to take unpaid time or use vacation days in order to attend a conference or seminar on behalf of the Employer. The overtime provisions of the Collective Agreement will not apply to travel or attendance at conference functions outside of normal working hours
- 15.09 When an employee is required to work more than three (3) continuous hours beyond the end of their scheduled days or shift they shall be provided with a meal allowance of \$12.00 (receipt required).
- 15.10 Employees required to attend a meeting or City function one (1) hour or more after the employee's regular business day will receive a minimum of two (2) hours compensation at the appropriate rate and the employees whenever possible will utilize irregular hours or flex time.
- 15.11 Break Periods
- a) If working four (4) hours or more but less than five (5) hours employees will receive one (1) a fifteen (15) minute paid break;
 - b) If working five (5) hours but less than seven (7) hours employees will receive 1 fifteen minute paid break and one sixty minute unpaid meal break;
 - c) If working seven (7) or more hours employees will receive 2 fifteen minute paid, 1 in the first half of the shift, 1 in the second half and 1 sixty minute unpaid meal break.
 - d) Under special circumstances the employee and manager may mutually agree to permit 1 thirty minute unpaid meal break, in substitution of the 1 sixty minute unpaid meal break in (b) and (c).
- 15.12 Should the Employer decide to have a Lead Hand position that is permanent the Employer agrees to post such positions. The Employer reserves the right to assign lead hand and alternate lead hand duties on a shift by shift basis as it deems appropriate.

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

Employees hired as permanent Lead Hands will be paid an additional \$3.00 per hour for the additional responsibilities of a Lead Hand;

An Employee temporarily assigned, by management, as a Lead Hand shall be paid an additional \$3.00 for hours worked as assigned.

The employer will notify the union when they are assigning an employee to be lead hand.

ARTICLE 16: UNION SECURITY AND CHECK OFF

- 16.01 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.
- 16.02 All employees in 16.01 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.
- 16.03 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.
- 16.04 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 deducted.
- 16.05 At the same time that Income Tax (T-4) slips are made available the Employer shall type on the amount of Union dues deducted from each employee in the previous year.
- 16.06 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.
- 16.07 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 Unit Representative and allow time for the Union Representative to familiarize the new Employee with Local Union procedures.
- 16.08 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.

ARTICLE 17: WAGES AND CLASSIFICATION

- 17.01 Appendix "A" hereto headed - Wages and Classification - is hereby made a part of the Agreement. Any overpayment of wages, overtime pay, etc. will be recoverable by the Employer following discussion the Employee(s) who received the overpayment.

17.02 The Employer agrees to draw up job descriptions for all positions for which the Union is the Bargaining Unit agent. The Employer will consult and consider changes recommended by the Union. The process of evaluation will be in accordance with the Job Evaluation Plan as agreed to by the parties. In matters relating to the establishment of a rate of pay for such positions, the terms and conditions of the Job Evaluation System will prevail.

The new rate will be retroactive to the time the new position was first filled by the Employee. In the case of an existing position with an incumbent the retroactive date will be the date upon which the Employer is advised of the request for review of the position.

17.03 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.

17.04 a) If an Employee is promoted to a position in a higher salary level, his salary will be increased to the appropriate level in the new salary range that will ensure a raise.

b) If an Employee temporarily transfers, at the request of the employer, to a lower paying position, the employee will continue to be paid at their regular rate.

c) If an Employee temporarily transfers to and assumes the essential duties of a higher paying position at the request of the Employer, the Employee will be paid at the higher rate of pay. Such pay will be effective only after the Employee performs such job for fifteen (15) consecutive days.

17.05

All Job classifications will have five (5) pay steps representing three (3) years of incremental pay increases. The pay increases will be as follows:

- Move up 1 pay step after probationary period is completed (typically 6 months).
- Move up 1 pay step at first anniversary date of the position start date (typically 6 months after probationary period).
- Move up 1 step after each anniversary date of the current position start date.

17.06 The Employer will advise the Union in writing when an employee outside the bargaining unit is hired or transferred into a job classification inside the bargaining unit at a point higher than the starting step (Step 1).

17.07 The Employer will provide a copy of all Job Descriptions to the Union upon request.

- 17.08 i) In order to maintain internal wage equity, the parties agree to jointly maintain a job evaluation program including a terms of reference document establishing the terms and conditions of this process.
- ii) Time spent for evaluations shall be paid for by the employer.

ARTICLE 18: SPECIAL CLOTHING

18.01 Each of the following Employees will be supplied by the Corporation one (1) pair of safety footwear each year to the value of \$250.00 and one (1) winter coat every third (3rd) year to the value of \$400 including the cost of the City logo or more often if considered necessary by the Corporation.

Engineering Technician/Technologist I, II & III
Building Inspector
Bylaw Enforcement Officer
Building & Property Maintenance
Maintenance Labourer
Corporate Facility Projects Coordinator
IT Systems Specialist

Where the City of Owen Sound requires any employee to wear Personal Protective Equipment other than outlined above or special clothing, the clothing shall either be provided by the City or reimbursed by the City and must be of a comfortable size that fits the employee. Any purchases made by employees must be pre-approved by their manager.

18.02 Each of the Custodians will be provided clothing in the same fashion and amount as the Facility Attendants.

ARTICLE 19: TERMINATION

19.01 This Agreement will come into force and effect as of the 1st day of January 2024 and will remain in effect until the 31st day of December 2026.

19.02 Either party to this Agreement will, 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 will 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.

19.03 The Corporation agrees to supply to each employee a copy of this collective agreement within thirty (30) days of signing. All new employees will be given a copy at commencement of employment.

ARTICLE 20: COUNTERPARTS and SIGNATURES

20.01 Counterparts

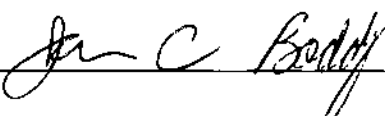
This Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

20.02 Photographic, Facsimile and Electronic Signatures and Electronic Delivery

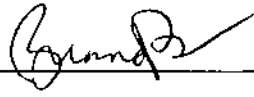
Each party agrees that a photographic or facsimile copy of a signature evidencing a party's execution of this Agreement or any amendment or other document related to the Agreement, will have the same force and effect as a manual signature. This Agreement and any amendment or other document related to 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.

In witness whereof the parties have duly executed this agreement.

THE CORPORATION OF THE CITY OF OWEN SOUND THE CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) LOCAL 1189




Mayor

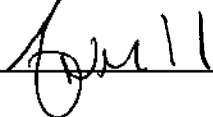


Clerk

We have the authority to bind the Employer.



President



Secretary



CUPE National Representative

We have the authority to bind the Union.

APPENDIX A
SALARY SCHEDULE

Grade	Position Title	Step	2024	2025	2026
			3.50%	3.50%	3.00%
1		Step 1	\$17.00	\$17.60	\$18.12
		Step 2	\$17.71	\$18.33	\$18.88
		Step 3	\$18.42	\$19.06	\$19.64
		Step 4	\$19.20	\$19.87	\$20.47
		Step 5	\$20.01	\$20.71	\$21.33
2		Step 1	\$18.68	\$19.33	\$19.91
		Step 2	\$19.46	\$20.14	\$20.74
		Step 3	\$20.25	\$20.96	\$21.59
		Step 4	\$21.09	\$21.83	\$22.49
		Step 5	\$21.98	\$22.75	\$23.43
3		Step 1	\$20.52	\$21.24	\$21.88
		Step 2	\$21.35	\$22.10	\$22.76
		Step 3	\$22.28	\$23.06	\$23.76
		Step 4	\$23.18	\$23.99	\$24.71
		Step 5	\$24.16	\$25.00	\$25.75
4	Engineering Technician I	Step 1	\$22.52	\$23.31	\$24.01
		Step 2	\$23.47	\$24.30	\$25.03
		Step 3	\$24.47	\$25.33	\$26.09
		Step 4	\$25.49	\$26.38	\$27.17
		Step 5	\$26.55	\$27.48	\$28.30
5	Maintenance Labourer	Step 1	\$24.77	\$25.64	\$26.41
		Step 2	\$25.82	\$26.73	\$27.53
		Step 3	\$26.88	\$27.82	\$28.66
		Step 4	\$28.02	\$29.00	\$29.87

		Step 5	\$29.19	\$30.21	\$31.12
6	SOS Customer Service Representative	Step 1	\$27.22	\$28.17	\$29.02
	Engineering Technician/Technologist II	Step 2	\$28.37	\$29.36	\$30.24
	Financial Analyst	Step 3	\$29.54	\$30.57	\$31.49
		Step 4	\$30.78	\$31.86	\$32.81
		Step 5	\$32.04	\$33.16	\$34.15
7	Tourism Marketing Coordinator	Step 1	\$29.92	\$30.97	\$31.90
	Graphic Design	Step 2	\$31.15	\$32.24	\$33.21
	Engineering Services Administrator	Step 3	\$32.45	\$33.58	\$34.59
	Junior Planner	Step 4	\$33.80	\$34.98	\$36.03
		Step 5	\$35.21	\$36.44	\$37.53
8	Property Tax Assistant	Step 1	\$32.88	\$34.03	\$35.05
	Facility Booking Coord./Community Dev. Officer	Step 2	\$34.25	\$35.45	\$36.52
	Events & Activation Coordinator	Step 3	\$35.68	\$36.93	\$38.04
	Accounts Payable Administrator	Step 4	\$37.17	\$38.47	\$39.62
	By-Law Enforcement Officer	Step 5	\$38.71	\$40.07	\$41.27
	Purchasing & Claims Coordinator				
	Utilities Collections Clerk				
	Development Coordinator				
9	IT Systems Specialist	Step 1	\$36.13	\$37.39	\$38.51
	Building Inspector	Step 2	\$37.65	\$38.97	\$40.14
	Building and Property Maintenance	Step 3	\$39.20	\$40.57	\$41.79
	Corporate Application Analyst	Step 4	\$40.85	\$42.27	\$43.54
		Step 5	\$42.53	\$44.02	\$45.34
10	Intermediate Planner	Step 1	\$39.38	\$40.76	\$41.99

	Geomatics Information Specialist	Step 2	\$41.01	\$42.44	\$43.72
	Network Administrator	Step 3	\$42.73	\$44.22	\$45.55
	Tax Collector	Step 4	\$44.49	\$46.05	\$47.43
	Engineering Technologist III	Step 5	\$46.36	\$47.99	\$49.43
	Corporate Facility Projects Coordinator				
11	Senior Planner	Step 1	\$42.93	\$44.43	\$45.77
		Step 2	\$44.74	\$46.31	\$47.70
		Step 3	\$46.62	\$48.25	\$49.70
		Step 4	\$48.57	\$50.27	\$51.78
		Step 5	\$50.62	\$52.39	\$53.97
12		Step 1	\$46.81	\$48.45	\$49.91
		Step 2	\$48.78	\$50.49	\$52.00
		Step 3	\$50.83	\$52.61	\$54.19
		Step 4	\$52.96	\$54.81	\$56.46
		Step 5	\$55.19	\$57.12	\$58.83

APPENDIX "B"

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% of Salary (weeks)	66 2/3% of Salary (weeks)
3 months, but less than 6 months (1 week waiting)	0	17
6 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	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 Position is Guaranteed
1 year	30	17
2 years	35	17
3 years	40	17
4 years	45	20
5 years	50	25
6 years	55	30
7 years	60	35
8 years	65	40
9 years	70	45
10 years	75	50
15 years	104	50

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.

APPENDIX "C"
LETTER OF UNDERSTANDING

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 positions listed below will be removed from the CUPE 1189 wage grid. Should these positions be filled during the duration of this agreement, the Corporation commits to returning these positions to the CUPE 1189 bargaining unit.

1. Tourism Assistant PT
2. Tourism Assistant FT
3. Custodians
4. Community Development Assistant/Tourism
5. Clerk Assistant
6. Customer Service Clerk – PW
7. Sr. Accounting Clerk
8. Environmental Technologist
9. Financial Systems Administrator
10. Web Designer

Dated at Owen Sound this 11th day of June 2024

THE CORPORATION OF THE CITY

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) LOCAL 1189



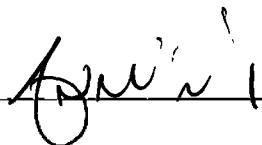
Mayor




President



Clerk



Secretary



CUPE National Representative

APPENDIX "D"
LETTER OF UNDERSTANDING

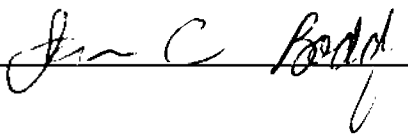
This Letter of Understanding forms an addition to the Collective Agreement between the Corporation of the City of Owen Sound, hereinafter referred to as the "Corporation", and the Canadian Union of Public Employees Local 1189, hereinafter referred to as the "Union" for the life of this collective agreement.

The parties agree that when the Capital Asset and Risk Management Coordinator position becomes vacant on a permanent basis in the future, the parties agree to meet and assess the inclusion of the position in the union membership.

Dated at Owen Sound this 11th day of June 2024

THE CORPORATION OF THE CITY

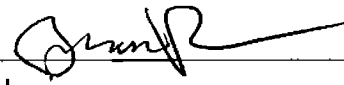
THE CANADIAN UNION OF PUBLIC EMPLOYEES
(CUPE) LOCAL 1189



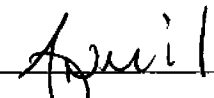
Mayor



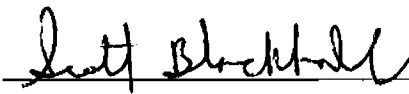
President



Clerk



Secretary



CUPE National Representative