

# **Collective Agreement**

Between:

**The Corporation of the Town of Tecumseh**  
(the "Corporation")

-and-

**The Canadian Union of Public Employees**  
**and its Local 702.5 (Inside Workers – Part Time)**  
(the "Union")

Term:

January 1, 2021

To

December 31, 2024

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## ARTICLE 1 – PURPOSE AND DEFINITIONS

### 1.01 PURPOSE OF THE AGREEMENT

The general purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Corporation and those employees within the bargaining unit covered by this Agreement, to establish wages, hours of work and certain conditions of employment, to provide machinery for the prompt and equitable settlement of grievances, and to promote the efficient operations of the Corporation.

### 1.02 DEFINITIONS

- a) The word “employee” shall mean a person employed within the bargaining unit described in Article 3 of this Agreement.
- b) The phrase “probationary employee” shall mean an employee who has not completed the probationary period prescribed in this Agreement. Probationary employees are covered by all provisions of this Agreement except those provisions from which probationary employees are excluded.
- c) The phrase “regular employee” shall mean an employee who has completed the probationary period prescribed in this Agreement and who has been retained in the employ of the Corporation following completion of the probationary period. The regular employee shall be one regularly scheduled to work not more than twenty-four (24) hours per week.
- d) The phrase “temporary employee” shall mean a person who is employed by the Corporation for not more than eighty (80) consecutive working days within a calendar year to perform the work of an employee who is absent due to illness, injury or leave of absence. Such time period may be extended with mutual agreement of the Parties, in writing. Temporary employees are not included in the bargaining unit and this Agreement does not apply to temporary employees. The employment of a temporary employee shall not result in the layoff of a regular employee or termination of a probationary employee nor shall a regular employee who is qualified and able to perform the required work be laid off while a temporary employee is employed by the Corporation to perform that work.
- e) The phrase “grant employee” shall mean a person who is employed by the Corporation through funding which is provided, in whole or in part, by the Government or by a non-profit organization. Grant employees are not included in the bargaining unit and this Agreement does not apply to grant employees. The employment of a grant employee shall not result in the layoff of a regular employee nor shall a regular employee who is qualified and able to perform the required work be laid off while a grant employee is employed by the Corporation to perform that work.

Prior to the employment of a grant employee, the Corporation will provide the Union with information, in writing, setting out the specifics of the grant program including the amount of funding received, the particulars of the work assignment, the length of the program and the rate of pay.

- f) The phrase “student employee” shall mean a person who is employed by the Corporation during the period April 20 to September 10 of any year to perform seasonal work. Student employees are not included in the bargaining unit and this Agreement does not apply to student employees. The employment of a student employee shall not result in the layoff of a regular employee or the termination of a probationary employee nor shall a regular employee who is qualified and able to perform the required work be laid off while a student employee is employed by the Corporation to perform that work.
- g) The phrase “working day” when used in this Agreement shall exclude Saturdays, Sundays and days on which the Corporation’s Administration Office is closed.
- h) The phrase “co-op student” shall mean a person who is employed by the Corporation as part of an educational work study placement by the student’s school, for a period not to exceed eighty (80) consecutive working days within a calendar year excluding school breaks and sick days. Prior to the placement of a co-op student, the Corporation will provide the Union with information, in writing, setting out the name of the co-op student, the work to be performed, the length of the placement, the program of study and the co-op student’s rate of pay. Co-op students are not included in the bargaining unit and this Agreement does not apply to co-op students. The employment of a co-op student shall not result in the layoff of an employee nor shall an employee who is qualified and able to perform the required work be laid off while a co-op student is employed by the Corporation to perform that work.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 It is recognized that the Corporation has and shall retain the exclusive right and authority to manage its operations and direct the workforce in all matters that are not inconsistent with the terms of this Agreement.
- 2.02 The Corporation shall also have the right and authority, from time to time, to make or alter rules and regulations which at its discretion, are deemed necessary for the safe, continuous and efficient operation of the municipality, provided that no such rules and regulations shall be inconsistent with the terms of this Agreement, and shall be subject to the grievance procedure. Such rules and regulations shall be discussed with the Union and posted on the bulletin boards at each work location and on the Town’s intranet for not less than five (5) working days prior to implementation.

## **ARTICLE 3 – RECOGNITION AND UNION SECURITY**

- 3.01 The Corporation recognizes The Canadian Union of Public Employees (CUPE) and its Local 702.5 as sole and exclusive bargaining agent for all office, clerical and technical employees of The Corporation of the Town of Tecumseh regularly employed for not more than twenty-four (24) hours per week save and except persons employed in the classification/positions listed in the Clarity Note, persons at or above the rank of Area Manager, students employed during the school vacation periods for less than ninety (90) calendar days and employees employed in other bargaining units.

Clarity Note:

The following classifications/positions are excluded from the bargaining unit:

Deputy Fire Chief  
Deputy Clerk & Manager Legislative Services  
Deputy Treasurer & Tax Collector  
Manager Committee and Community Services  
Corporate Manager Human Resources  
Manager Engineering Services  
Manager Planning Services  
Manager Roads & Fleet  
Manager Water & Wastewater  
Manager Parks & Horticulture  
Manager Facilities  
Manager Recreation, Programs & Events  
Manager Building Services & Chief Building Official  
Manager Strategic Initiatives  
Supervisor Recreation, Programs & Events  
Human Resources Officer  
Executive Assistant to Chief Administrative Officer  
Administrative Assistant to Mayor & Council  
Administrative Assistant to Director Corporate Services & Clerk  
Volunteer Firefighters

### 3.02 UNION MEMBERSHIP REQUIRED

All employees of the Corporation, as a condition of continuing 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 of the Corporation shall, as a condition of continued employment, become and remain members in good standing in the Union immediately upon becoming an employee.

### 3.03 DEDUCTION OF DUES

- a) The Corporation agrees to deduct union dues, initiation fees, and Union assessments applicable to all members and authorized under the Union's constitution, from the pay of every employee within the scope of this Agreement. Deductions shall be forwarded to the National Secretary Treasurer of the Union not later than the 10th day of the month following the month for which the dues were levied. The remittance shall be accompanied by a list of the names, telephone numbers and the addresses of record of employees from whose wages the deductions have been made.
- b) The Union shall indemnify and save harmless the Corporation, its officers, agents and/or employees acting on behalf of the Corporation, from any and all claims, demands, actions or causes of action arising out of, or in any way connected with, the collection of such dues.

#### 3.04 T-4 SLIPS

At the time it prepares Income Tax T-4 slips for its employees, the Corporation shall indicate on the slip the amount of union dues paid by the Union member in the previous year.

#### 3.05 NOTICE TO NEW EMPLOYEES

At the time when a prospective new employee is offered employment, he/she will be advised that his/her terms and conditions of employment are governed by a Collective Agreement and that the Agreement contains articles concerning union security and dues check-off as conditions of employment.

#### 3.06 ADVISING PROBATIONARY EMPLOYEES

On commencement of employment, a probationary employee shall be introduced by his/her supervisor to his/her Union Steward or representative. A Steward or representative of the Union shall be allowed an opportunity to interview each probationary employee within regular working hours, without deduction from pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the probationary employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Corporation and Union.

### **ARTICLE 4 – WORK OF THE BARGAINING UNIT**

#### 4.01 ABILITY TO PERFORM WORK

Employees not subject to the provisions of this Agreement or the agreement with CUPE Local 702.2 (Inside Workers) shall not normally perform work that is normally performed by employees who are subject to the provisions of this Agreement. It is recognized that non-union employees may do bargaining unit work only in the case of an emergency where the Corporation has been unable to find Union employees to perform the emergency work.

#### 4.02 NO CONTRACTING OUT

In order to provide job security for the members of the bargaining unit, the Corporation agrees that any work or services performed by the employees shall not be contracted out if it results in the lay off of bargaining unit employee(s).

#### 4.03 NO OTHER AGREEMENTS PERMITTED

No employee shall be required or permitted to make a written or verbal agreement with the Corporation that conflicts with the terms of this Collective Agreement, without the consent of the Union.

## ARTICLE 5 – UNION REPRESENTATION

### 5.01 NEGOTIATING COMMITTEE

The Corporation recognizes the right of the Union to appoint or elect a Negotiating Committee composed of not more than two (2) members of the bargaining unit and a representative from the Canadian Union of Public Employees for the purpose of negotiating the Collective Agreement and amendments thereto.

#### 5.02 a) Occupational Health and Safety Committee

A Joint Occupational Health and Safety Committee has been established in accordance with the *Ontario Occupational Health and Safety Act* for CUPE Local 702.1 (Outside Workers), CUPE Local 702.2 (Inside Workers) and a member of CUPE Local 702.5 may be appointed as a representative to that Committee.

#### b) Safety

The Corporation shall observe all reasonable precautions for the safety of its employees, and shall supply such safety equipment as is necessary. All employees shall co-operate with the Corporation in the prevention of accidents, and shall make recommendations, from time to time, to the Corporation regarding the prevention of accidents. The Corporation shall have regard to the *Occupational Health and Safety Act* in all matters related to safety.

### 5.03 TIME OFF FOR UNION BUSINESS

It is understood that Union representatives have regular work to perform on behalf of the Corporation. If it is necessary for Union representatives to service a grievance, to spend time during negotiations, or to appear before the Corporation to deal with any issue affecting the bargaining unit during working hours, they shall not leave work without first obtaining permission from their immediate supervisor. Such time shall be considered as time worked. When resuming work they shall again report to their immediate supervisor. Nothing in this sub-article and/or in this Agreement precludes the parties from conducting negotiations during non-working hours.

### 5.04 NATIONAL REPRESENTATIVE

It is recognized that the Union may have the assistance of a National Representative to assist with any proceedings. The Representative, upon reasonable notice, shall have access to the Corporation's premises to deal with any issue affecting the bargaining unit.

### 5.05 NOTICE OF UNION REPRESENTATIVES

The Union shall advise the Corporation in writing from time to time, of the members of its Committees, representatives and the names of its Stewards. The Corporation must have received such notification before it is required to recognize such individuals.

## **ARTICLE 6 – CORRESPONDENCE**

### **6.01 CORRESPONDENCE**

Unless otherwise specified in this Agreement, all correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Chief Administrative Officer of the Corporation or designate and the Local Unit Representative or designate, with a copy to the CUPE National Representative.

### **6.02 COPIES OF CORRESPONDENCE**

A copy of any correspondence between the Corporation or designates and any employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the Local Unit Representative, with a copy to the CUPE National Representative.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **GRIEVANCE PROCEDURE**

#### **7.01 GRIEVANCE DEFINED**

A grievance shall be defined as a difference between the Corporation and the Union regarding the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.

#### **7.02 GRIEVANCES SHALL BE PROCESSED AS FOLLOWS:**

##### STEP I

The aggrieved employee(s) shall submit the grievance, in writing, to the Chair of the Union Grievance Committee. If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with his/her Steward or member of the Grievance Committee, shall first seek to settle the dispute with the employee's immediate supervisor within ten (10) working days after the day on which the employee became aware or ought reasonably to have become aware of the cause of the grievance. A copy of the grievance will be delivered to the supervisor at the outset of the discussion.

##### STEP II

Failing satisfactory settlement within two (2) working days after the dispute was submitted under STEP I, the Union may submit the grievance in writing to the Chief Administrative Officer or designate. The Chief Administrative Officer or designate shall meet with the aggrieved employee(s), the Steward and the Union Representative within five (5) working days, or at a mutually agreeable date after the grievance was submitted at Step II. The Chief Administrative Officer, or designate shall render his/her decision, in writing, to the Steward within five (5) working days after the meeting. Copies of the decision shall, at the same time, be given to the employee(s) and the National Representative.

##### STEP III

Failing satisfactory settlement at STEP II, the grievance may be referred to arbitration.

### 7.03 FACILITIES

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

### 7.04 POLICY AND GROUP GRIEVANCES

Where a grievance involving a question of general application or interpretation occurs (policy grievance), or where a group of employees (group grievance) has a grievance, such grievance may be submitted directly to the Chief Administrative Officer (STEP II) within ten (10) working days after the day on which the Union became aware, or ought reasonably to have become aware, of the cause of the grievance. No policy grievance shall deal with any matter that could be the subject matter of an individual grievance.

### 7.05 DISCIPLINARY GRIEVANCE

- a) A Union Steward shall be present at any meeting that may be the basis of disciplinary action.
- b) Written notice of discipline (including discharge) shall be issued within five (5) working days after the day on which the Corporation became aware, or ought reasonably to have become aware, of the cause of the discipline. The Union Steward shall receive a copy of any such disciplinary notice at the time it is issued to the employee.
- c) Any employee who is discharged by the Corporation shall be given written notice immediately upon notification of such discharge.
- d) A claim by a regular employee that he or she has been disciplined or discharged without just and reasonable cause shall be submitted in writing to the Chief Administrative Officer (STEP II).

### 7.06 PROBATIONARY EMPLOYEES

Neither a probationary employee nor the Union can file a grievance with respect to discipline or discharge of a probationary employee unless the Union is claiming discrimination contrary to the Human Rights Code as the basis of the discipline or discharge.

## ARBITRATION

### 7.07 ARBITRATION

- a) Either of the parties may within in thirty (30) working days, after exhausting the grievance procedure, notify the other party, in writing, of its desire to submit the grievance to arbitration. It shall be the responsibility of the party desiring Arbitration to include in the above notice a list of three (3) Arbitrators for consideration.
- b) The parties shall proceed to arbitration with a single arbitrator, who shall be selected by mutual agreement of the parties or their representatives. Failing mutual agreement, the appointment of the arbitrator may be made by the Minister of Labour for Ontario upon the request of either party.

## 7.08 DECISION OF THE ARBITRATOR

The arbitrator shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

## 7.09 EXPENSES OF ARBITRATOR

Each of the parties hereto will bear equally the expense of the Arbitrator.

## 7.10 LIMIT OF ARBITRATOR'S POWERS

The Arbitrator, as the case might be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or otherwise amend any part of this Agreement.

## GENERAL

## 7.11 REPLIES IN WRITING

Replies to grievance shall be in writing at all stages of the Grievance/Arbitration Procedure.

## 7.12 EXTENSION OF TIME LIMITS

The time limits set forth in this Article may be extended in writing at any time upon the mutual agreement of the Corporation and the Union.

## ARTICLE 8 – SENIORITY

### 8.01 SENIORITY DEFINED

Seniority is defined as the length of continuous employment in the bargaining unit since the last date of hire and shall include employment with the Corporation prior to the certification or recognition of the Union. Seniority shall be determinative and applied as set out in the other provisions of this Agreement.

### 8.02 SENIORITY LIST

The Corporation shall maintain a seniority list showing the name, current classification and the seniority date for each employee. An up to date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. mutual agreement, the appointment of the arbitrator may be made by the Minister of Labour for Ontario upon the request of either party.

### 8.03 PROBATION FOR NEWLY HIRED EMPLOYEES

Newly hired employees shall be on probation until they have completed a total of sixty (60) days of work (including days on which a minimum of four (4) hours overtime is worked). During the probationary period the employee shall be entitled to all rights and benefits of this Agreement.

#### 8.04 LOSS OF SENIORITY

- a) Subject to paragraph (b) below, an employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or because of leave approved by the Corporation.
- b) An employee's seniority will be lost and his/her employment will terminate only if:
  - i) he/she is discharged and such discharge is not reversed through the grievance procedure;
  - ii) he/she resigns in writing and does not withdraw within two (2) days;
  - iii) he/she fails to return to work within fifteen (15) working days following a recall from layoff and after receiving notice by registered mail to do so, unless through sickness or circumstances beyond the employee's control. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer up to two weeks notice of termination to accept the recall;
  - iv) he/she is absent from work without approval for a period greater than three (3) consecutive working days except in cases where circumstances were beyond the employee's control, and the employee notified the Corporation of the circumstances as soon as possible;
  - v) retirement;
  - vi) he/she has been laid off for a period equal to his/her seniority at the time of layoff or for a period of twenty-four (24) months, whichever is lesser.

#### 8.05 SENIORITY OUTSIDE THE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of his/her being transferred outside of the bargaining unit for a period no longer than sixty (60) working days after the date of such transfer. During the sixty (60) working days period, the employee has the right, at any time, to return to his/her previous position in the bargaining unit and the Corporation has the right, at any time, to return the employee to his/her previous position in the bargaining unit and any employees affected by this event shall be returned to their previous respective positions. The employee shall incur the loss of seniority and position if transferred outside the bargaining unit longer than sixty (60) working days.

### **ARTICLE 9 – JOB POSTING PROCEDURE AND STAFF CHANGES**

#### 9.01 JOB POSTING

When a vacancy occurs that is caused by death, retirement, resignation, separation from employment, promotion or demotion in any classification covered by this Agreement, or a new classification is created within the bargaining unit or there is an expansion in complement in a current classification, the Corporation shall, if it determines to fill such vacancy or new classification, post it for seven (7) working days so any employee may apply.

## 9.02 INFORMATION ON POSTINGS

Postings shall include the duties, qualifications, location, hours of work and wage rate of the position. Such qualifications shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner.

## 9.03 METHOD OF APPOINTMENT

- a) Both parties recognize:
- (i) the principle of promotion within the services of the Corporation;
  - (ii) that job opportunity should increase in proportion to length of service.

Therefore, in filling job postings; the position shall be awarded to the applicant with the greatest seniority and having the required qualifications in accordance with Article 9.02 (Information on Postings). Appointments from within the bargaining unit shall be made within ten (10) working days following the closing of the posting; the employee and the Union to be notified. The job shall be filled within five (5) working days of appointment.

- b) If an applicant from the bargaining unit for the posted position does not, at the time the application is filed, possess the qualifications for the position but is in the process, as of the date of the posting, of obtaining such qualifications and will in fact obtain such qualifications by the end of the trial period, (sixty (60) days of work as outlined in Article 9.08), such applicant will be considered as possessing the qualifications for the purposes of paragraph (a) above.

## 9.04 IF NO QUALIFIED EMPLOYEES

If none of the bargaining unit applicants have the necessary qualifications to perform the posted job satisfactorily, the Corporation may then fill the position at its discretion.

## 9.05 INTERNAL APPLICANTS

Preference will be given to applications from bargaining unit employees for bargaining unit positions before outside applicants are considered, provided the employee(s) are qualified (per Article 9.02 (Information on Postings)) for the posted position. For non-bargaining unit positions, equal and simultaneous consideration will be given to bargaining unit employees and outside applicants.

## 9.06 NOTIFICATION OF SELECTION

All bargaining unit applicants shall be notified in writing of the successful bargaining unit applicant. Notice of such shall be posted on the bulletin boards and on the Town's intranet. Upon request of the Union, the Chief Administrative Officer or designate shall advise the Union of the reasons for an unsuccessful promotion.

## 9.07 NOTIFICATION OF STAFF CHANGES

The Union shall be notified of all appointments, promotions, transfers, layoffs and terminations of employment affecting the bargaining unit.

## 9.08 TRIAL PERIOD

The successful applicant shall be given a trial period of sixty (60) days of work, during which time he/she will receive the necessary training for the position. The Corporation shall not curtail the trial period without just cause. Conditional on satisfactory performance in the job, the employee shall be confirmed in the position after the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to perform the duties of the position, he/she shall be returned to his/her former position and wage rate without loss of seniority. Any other employees promoted or transferred as a result of the job posting in question shall also be returned to their former positions and wage rates, without loss of seniority.

## 9.09 NEW OR CHANGED JOB CLASSIFICATIONS

- a) When the Corporation adds a new classification the wage rate shall be negotiated with the Union. Failing agreement, the issue shall be resolved by referring it to arbitration under the provisions of Article 7 (Grievance and Arbitration Procedure). The decision of the Arbitrator, shall be final and binding.
- b) If there are significant changes to an existing classification, either party may request a meeting with the other party to discuss the changes. If the parties agree that the changes are significant enough to warrant the creation of a new classification with a new wage rate, the provisions of paragraph (a) above shall apply. If the parties are unable to agree whether a new classification has been created as a result of these changes, thus warranting a new wage rate, the issue may be submitted to arbitration under the provisions of Article 7 (Grievance and Arbitration Procedure). If the Arbitrator finds that a new classification has been created warranting a new wage rate, the wage rate shall be negotiated with the Union. Failing agreement, that issue shall be referred to the same Arbitrator that heard the first issue. The decision of the Arbitrator, on either issue shall be final and binding.
- c) If a higher wage is determined to be appropriate, the incumbent shall receive that rate retroactive to the date on which he/she assumed the duties. If a lower wage is determined, the incumbent shall be grandfathered and the appropriate rate will be effective when a new incumbent posts into the re-classified or new position.

## 9.10 STAFF PLACEMENT

If the Corporation requires an employee to report for work at other than his/her normal work location and does not intend to increase the overall staff complement, employees in the same classification may volunteer for the assignment. If more than one (1) employee volunteers, the most senior employee shall be assigned. If no employee volunteers, the most junior employee shall be required to accept the assignment.

## 9.11 JOB DESCRIPTIONS

The parties agree that the job descriptions adopted by the Employer, from time to time, do not form part of this Agreement but are intended solely for the guidance of the parties. Such job descriptions and all subsequent updates shall be provided to the Union upon request.

## **ARTICLE 10 – LAYOFF AND RECALL**

### **10.01 DEFINITION OF LAYOFF**

Layoff shall be defined as a reduction in the workforce covered by this Collective Agreement.

### **10.02 LAYOFF, BUMPING AND RECALL**

- a) Layoffs shall be in reverse order of seniority, provided the employees retained at work have the qualifications and physical ability to perform the work to be done.
- b) If after employees have been laid off, work becomes available, the last employee laid off shall be the first employee recalled, provided such employees have the qualifications and physical ability to perform the work to be done.

### **10.03 NOTICE OF LAYOFF**

In the event of a layoff, the Corporation shall provide the following notice or pay in lieu of notice:

- a) to employees with less than three (3) years seniority - three (3) weeks;
- b) to employees with three (3) years seniority but less than four (4) years seniority - four (4) weeks;
- c) to employees with four (4) years seniority but less than six (6) years seniority - eight (8) weeks;
- d) to employees with six (6) years seniority or more seniority - ten (10) weeks.

### **10.04 JOB POSTING DURING LAYOFF**

Employees who are laid off and who still have recall rights have the right to apply for all posted positions in accordance with the provisions of Article 9 (Job Posting Procedure and Staff Changes).

### **10.05 NO NEW EMPLOYEES**

No new employees will be hired in any classification nor will the Corporation enter into a contract with an outside contractor regarding bargaining unit work while any employee is laid off who could be recalled in accordance with the provisions of this Collective Agreement.

## **ARTICLE 11 – HOURS OF WORK**

### **11.01 HOURS OF WORK**

The normal work week for all regular employees shall be no more than twenty-four (24) hours Monday to Friday for employees not employed in the Recreation Services Division.

For employees in the Recreation Services Division the normal hours of work shall be not more than twenty-four (24) hours in seven (7) days.

Employees shall not be scheduled to work for less than three and one-half (3 ½) hours.

## 11.02 REST PERIOD

Employees shall be granted one (1) fifteen (15) minute break for each three and one-half (3 ½) hours worked and one (1) unpaid lunch after four (4) hours worked. Breaks shall be taken as workload allows.

## 11.03 OVERTIME

- a) Employees shall be paid double their regular hourly rate for all overtime worked, that being hours worked beyond eight (8) hours in a day or thirty-five (35) hours in a week as established in 11.01.
- b) Overtime shall be offered in order of seniority within the Department. However, in the event that a job assignment extends beyond the regular work day, the employee doing the work that day shall be offered the overtime opportunity first in order to maintain continuity to complete the assignment.
- c) Overtime is voluntary. However, in an emergency situation where no employee who is qualified to perform the work volunteers to perform the work, the lowest seniority employee who is qualified to perform the work within the Department, shall be required to work the overtime.
- d) Where there are qualified employees within the bargaining unit, they shall be requested to work overtime before non-bargaining unit employees are requested to work.
- e) There shall be no pyramiding of overtime with any other premium pay. Meaning, wherever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates.

## 11.04 CALL-OUT

- a) An employee who is called in to work outside of his/her normal scheduled hours will be paid a minimum of four (4) hours pay at his/her regular straight time hourly rate of pay or for the time actually worked at the applicable overtime rate, whichever is greater. The minimum payment provided herein shall not apply if the time worked is an extension of the employee's working day immediately preceding or following the employee's normal daily working hours.
- b) Work outside normal scheduled hours for which there has been no pre-arrangement shall be counted from the time the employee leaves home, with a maximum of one-half (1/2) hour to get to work, until the employee leaves work.

11.05 Nothing contained herein shall be construed as a guarantee of any number of days of work in a week or any number of hours of work in a day.

## ARTICLE 12 – PAID HOLIDAYS

12.01 Holidays will be paid pursuant to the Employment Standards Act.

The following shall be Paid Holidays:

New Year's Eve Day	New Year's Day
Good Friday	Easter Monday
Friday before Victoria Day	Victoria Day
Canada Day	Civic Holiday
Friday before Labour Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Eve Day	Christmas Day
Boxing Day	Family Day

Two (2) floating holidays\*

plus any Statutory Holiday proclaimed by the Federal or Provincial Governments.

\* The date of the floating holidays shall be by mutual agreement between the employee and his/her supervisor.

## 12.02 CHRISTMAS SHUTDOWN

If the Corporation intends to shut down its operations between Christmas and New Year's, it shall advise the employees and the Union before May 1st of each year. In the event of such shut down the employees may choose to take the non-holiday days as float days, lieu time or unpaid leave.

## ARTICLE 13 – VACATION

### 13.01 VACATION ENTITLEMENT

Employees vacation pay will be paid on each paycheque as entitlement is earned. However, upon the provision of two (2) weeks written notice a regular employee may elect to accrue vacation pay for the year. When the regular employee takes vacation, the employee shall be paid vacation pay for the vacation period taken, to the maximum of vacation pay accrued. Any unpaid accrued vacation pay shall be paid out at the first pay period in December.

The vacation pay for part time employees shall be:

Up to four (4) years of service	4%
Four (4) years to Ten (10) years of service	6%
Ten (10) years to Fifteen (15) years of service	8%
Fifteen (15) years to Twenty (20) years of service	10%
After Twenty (20) years of service	12%

Regular employees are entitled to take two (2) weeks of vacation annually, in a minimum of one (1) week periods and at a time mutually agreed between the regular employee and employer.

## **ARTICLE 14 – SICK LEAVE PROVISION**

- 14.01 On January 1<sup>st</sup> of each year, every regular employee shall be provided with fourteen (14) hours personal leave credits.
- a) Regular employees in their first year of employment shall receive personal leave credit after successfully completing probation as set out in Article 8.03, based on a pro-rated fourteen (14) hours.
  - b) Unused personal leave credits cannot be carried over from year to year and will not be paid out.
- 14.02 At the discretion of the Director/Manager, the work day where an employee is sick and unable to attend work may be rescheduled.
- 14.03 Employees will be required to produce a certificate, paid by the Employer, from a qualified medical practitioner for any illness in excess of three (3) consecutive working days, certifying that they were unable to carry out their duties due to illness.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.01 GENERAL LEAVE OF ABSENCE**

Upon application, in writing, to the appropriate supervisor, the Corporation may grant leave of absence to employees with pay, or without pay, and without loss of seniority for personal reasons (including, but not limited to illness/injury/medical).

### **15.02 LEAVE FOR UNION BUSINESS**

- a) Upon request to the Corporation, in writing, with reasonable notice, an employee elected or appointed to represent the Union at Union conventions, conferences or seminars shall be allowed leave of absence without pay, provided that the absence of such employee does not impair the efficient operation of the Corporation's business.
- b) Leave of absence without pay shall be allowed to one employee to attend Executive and Committee meetings of CUPE, and/or its affiliated or chartered bodies.
- c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority, without pay. Such leave shall be extended from year to year thereafter as need be. Notice of desire for such leave (or extension thereof) shall be given to the Corporation in writing at least sixty (60) days before the commencement date of the leave (or extension thereof).
- d) Employees shall receive their regularly pay during the leaves of absence as provided in paragraphs (a) and (b) above and the Union shall reimburse the Corporation for such payments upon receipt of a statement of account. The Union will submit a letter to the Corporation indicating the dates and the amount of hours to be paid.

### 15.03 LEAVE FOR PUBLIC AFFAIRS

- a) The Corporation recognizes the right of an employee to participate in public affairs. Following written request, the Corporation shall grant leave of absence without pay, to permit an employee to be a candidate in a federal, provincial, or municipal election. Such written request shall be given to the Corporation at least four (4) weeks before the commencement date of the leave of absence.
- b) An employee who is elected to federal or provincial office shall be allowed leave of absence without pay, but without loss of seniority during his/her terms of office, but such employee shall not be entitled to participate in any benefit plans or receive any benefits provided by this Agreement during the period of leave. If the period of leave exceeds four (4) years, the employee shall be deemed to have terminated his/her employment.
- c) An employee who files a nomination form to be a candidate in a municipal election for the Town of Tecumseh, must provide a written request for a leave of absence, and the Corporation shall grant a leave of absence without pay but without loss of benefits, to permit the employee to be a candidate in a municipal election for the Town of Tecumseh. Such written request shall be given to the Corporation at least four (4) weeks before filing his/her nomination form.
- d) An employee, who is elected to Tecumseh Council, or local board of the Corporation, shall be deemed to have resigned from his/her employment with the Corporation, immediately before making the declaration of office referred to in subsection 232(1) of the *Municipal Act*.

### 15.04 BEREAVEMENT LEAVE

- a) In the event of the death of an employee's spouse, child, step-child, father or mother, a leave of absence with pay and without loss of seniority shall be granted to the employee for not more than five (5) consecutive days to be taken in the seven (7) day period immediately following the date of death, provided these days are regularly scheduled days of work.
- b) In the event of the death of an employee's brother, sister, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, a leave of absence with pay and without loss of seniority shall be granted to the employee for three (3) consecutive days to be taken in the seven (7) day period immediately following the date death, provided that the day of the funeral is a regular working day for the employee.
- c) In the event of the death of an employee's spouse's grandparent, a leave of absence with pay and without loss of seniority or benefits shall be granted to the employee for one (1) day, being the day of the funeral and provided that the day of the funeral is a regular work day for the employee.
- d) If the location of the funeral is greater than one-thousand (1000) kilometers from the municipality, an additional two (2) days traveling time without pay shall be added to the bereavement leave.

## 15.05 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act*. (Note: Adoption is included in "parental leave" under the *Employment Standards Act*.)

## 15.06 PATERNITY LEAVE

An employee shall be granted upon request a one (1) day leave, with pay, on the occasion of the birth or adoption of his/her child and further, up to four (4) additional days without pay, if not otherwise entitled to the Pregnancy and/or Parental leave as outlined in the provisions of the *Employment Standards Act, 2000*.

## 15.07 LEGAL LEAVE

The Corporation shall grant leave of absence without loss of pay or seniority to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The employee shall endorse over to the Corporation the payment received by the employee for service as a juror or witness, excluding payment for travel, meals, or other expenses. The employee shall provide to the Corporation proof of service and the amount received for services.

## 15.08 EDUCATIONAL LEAVES AND TRAINING

### a) Conventions and Seminars

The Corporation and the Union recognize that from time to time there are conventions and seminars that are for the mutual benefit of the Corporation and certain employees. Where the Corporation elects to send an employee to such a seminar or convention and the employee agrees, it shall pay the registration costs of the employee, and reasonable transportation, meal and accommodation costs within the Corporation's policy guidelines. No deduction shall be made from the employee's normal pay for the time spent at such seminars or conventions. Agreement from the employee shall not be unreasonably withheld. Should the employee not wish to attend, his or her reason shall be given in writing.

### b) Training

i) If the Corporation requires an employee to undergo training, such employee will be paid, at his/her regular straight time hourly rate of pay, for all hours in attendance at training, including travel time.

ii) If the training or travel occurs outside of the employee's regular working hours, such employee will be paid at his/her regular straight time hourly rate of pay for all hours in attendance at training and travel time,

### c) Employees required to travel to a conference, seminar or training session on a non-work day shall be provided:

- i) a half day (3.5 hours) in lieu for travel of 350 km or less;
- ii) a day in lieu (7 hours) for travel greater than 350 km.

- d) Employees attending a conference, seminar, or training course shall not be required to work additional hours if the conference, seminar or training session is less than a full day (7 hours) and if travel time does not permit the employee to work their remaining hours of work.

## **ARTICLE 16 - PAYMENT OF WAGES AND ALLOWANCES**

16.01 The Corporation may not make deductions from wages unless authorized by statute, court order, arbitration order or by this Agreement, or by agreement with or direction from the employee concerned.

In circumstances where an employee is paid for hours not worked as a result of payroll being processed prior to the day(s) not worked or where an employee is paid sick leave and it is later determined that the employee was entitled to Workers' Compensation benefits and the employee is paid such wages, the Corporation shall deduct the full amount paid from the employee's wages, where the employee agrees to same. Where the employee does not agree to the deduction of the full amount from one pay cheque, the Corporation shall deduct one-fifth (1/5) of the amount paid from subsequent wages until the full amount is repaid.

16.02 In circumstances where an employee leaves the Corporation and has been advanced pay, as per any letter of understanding between the Corporation and CUPE pertaining to a change in pay period, the Corporation shall deduct amounts owed to the Corporation from that employee's final pay.

### **16.03 TRANSFER PAY**

If an employee is assigned the duties of a higher classification, such employee will be paid the rate of pay of the higher classification for all hours for which he/she performs the duties of the higher classification.

### **16.04 MEAL ALLOWANCE**

Employees shall be paid a meal allowance of fifteen dollars (\$15.00) for each four (4) hours of overtime worked.

## **ARTICLE 17 – BENEFITS**

17.01 Regular employees who have completed probation and choose not to participate in OMERS will receive fourteen percent (14%) in addition to their regular hourly earnings which shall be paid in lieu of benefits.

Regular employees who have completed probation and choose to enrol in OMERS under the provisions of that plan will receive eight percent (8%) in addition to their regular hourly earnings in lieu of benefits.

## ARTICLE 18 – GENERAL CONDITIONS

### 18.01 PROPER ACCOMMODATION

A Staff Room shall be provided for employees.

### 18.02 BULLETIN BOARDS

The Corporation shall provide a bulletin board that shall be placed so all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 18.03 COPIES OF THE AGREEMENT

The Union and the Corporation desire that all employees be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Corporation shall print sufficient copies of the Agreement within thirty (30) days of signing and give one (1) copy to each employee.

### 18.04 MERGERS OR AMALGAMATIONS

- a) In the event the Corporation merges or amalgamates with any other body, the Corporation commits its best efforts to try to ensure that:
- 1) Unionized employees shall be credited with all seniority rights with the new employer.
  - 2) All service credits relating to vacation with pay, pensionable service, and shall be recognized by the new employer.
  - 3) All work and services now performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new employer.
  - 4) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
  - 5) No employee shall suffer a loss of employment as a result of merger.
  - 6) Preference in location of employment with the merged municipality shall be on the basis of seniority.
- b) It is understood that the Corporation has made a commitment in regard to the above and the Union will not grieve claiming the Corporation did not extend its “best efforts”.

### 18.05 PLURAL OR FEMININE TERMS MAY APPLY

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 or the party or parties hereto so require.

### 18.06 STRIKE OR LOCKOUT

It is hereby agreed that no cessation of work shall occur through strikes or lockouts as defined in the Labour Relations Act of Ontario during the life of this Agreement.

**ARTICLE 19 – TERM OF AGREEMENT**

**19.01 LENGTH OF AGREEMENT**

This Agreement shall be binding and remain in effect from January 1, 2021 to and including December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement. Notwithstanding the above, none of the provisions of this Agreement shall have any effect prior to the date of ratification of the Collective Agreement.

**19.02 CHANGES TO THE AGREEMENT**

Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

**19.03 NOTICE FOR AMENDING THE AGREEMENT**

Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

**19.04 EFFECTIVENESS AFTER NOTICE TO AMEND**

Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or a legal strike or a legal lockout occurs, whichever occurs first.

**IN WITNESS WHEREOF** the parties hereto have hereunto caused to be fixed their respective corporate seals attested by the hands of their respective officers in that behalf.

Dated this 1<sup>st</sup> day of January, 202~~1~~<sup>2</sup>. *MB DL*

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES & ITS LOCAL 702.5**

*Margaret Misk-Evans*  
\_\_\_\_\_  
Margaret Misk-Evans, Chief Administrative Officer

\_\_\_\_\_  
David Doyon, President

*Laura Moy*  
\_\_\_\_\_  
Laura Moy, Director Legislative Services & Clerk

*Kim Cocks*  
\_\_\_\_\_  
Kim Cocks, Vice-President

*C. Barrett*  
\_\_\_\_\_  
Catherine Barrett, CUPE National Representative

**SCHEDULE A - WAGE AND JOB CLASSIFICATIONS**

The wage rates set out in Schedule A are inclusive of the following general percentage wage increase:

2021 – 1.5%

2022 – 2.0%

2023 – 2.0%

2024 – 2.0%

	<b>1.5%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>Classification</b>	<b>Jan 1, 2021</b>	<b>Jan 1, 2022</b>	<b>Jan 1, 2023</b>	<b>Jan 1, 2024</b>
Financial Clerk	\$31.67	\$32.29	\$32.94	\$33.60
Parks and Recreation Services Clerk	\$31.67	\$32.29	\$32.94	\$33.60

**LETTER OF UNDERSTANDING**

**RE: LOSS OF DRIVERS LICENSE**

**WHEREAS** the parties recognize that a valid Driver's License, and the ability to operate a vehicle unrestricted, is an essential part of many of the job classifications within this bargaining unit, and as such a reasonable and *bona fide* occupational qualification/requirement, the Corporation is committed to accommodating those employees who lose their Driver's License as a result of a disability, as defined by the *Human Rights Code* ("Code") of Ontario.

In the event, however, that an employee loses his or her Driver's License for a reason(s) other than a disability that is recognized by the *Code*, the Corporation is agreeable to discussing alternative work assignments for the employee, and will not immediately terminate the employee's employment for cause, provided that no other employee shall be adversely affected by any such re-assignment of the said employee, the employee's License is reinstated within a period of not more than one (1) year, and such re-assignment does not negatively impact the efficiencies of the Corporation's operations as determined by the Corporation in its sole discretion.

In the event the Corporation determines not to terminate the employee's employment for cause in such instances, it shall meet with the Union and the employee to discuss possible alternative work assignment(s).

Any such employee who is re-assigned shall resume his or her full duties and responsibilities immediately upon the reinstatement of the employee's valid Driver's License.

This Letter of Understanding does not affect and will not be read or construed to affect the requirements in the Collective Agreement with respect to discipline and discharge.

Dated this 1<sup>st</sup> day of January, 2021. <sup>2 MB 15</sup>

**THE CORPORATION OF THE TOWN OF TECUMSEH**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES & ITS LOCAL 702.5**

Margaret Misek-Evans  
Margaret Misek-Evans, Chief Administrative Officer

David Doyon  
David Doyon, President

Laura Mdy  
Laura Mdy, Director Legislative Services & Clerk

Kim Cooks  
Kim Cooks, Vice-President

Catherine Barrett  
Catherine Barrett, CUPE National Representative