

Collective Agreement

Between:

The Corporation of the Town of Tecumseh
(the "Corporation" or the "Employer")

-and-

The Canadian Union of Public Employees
and its Local 702.2 (Inside Workers)
(“CUPE” or the "Union")

Term:

January 1, 2025

To

December 31, 2027

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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.
- 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 seventeen (17) weeks within a semester 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 702.2 as sole and exclusive bargaining agent for all office, clerical and technical employees of The Corporation of the Town of Tecumseh, save and except persons employed in the classifications/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, persons regularly employed for not more than twenty-four (24) hours per week 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

Bargaining unit workers will perform bargaining unit work. In emergency situations, the corporation will call in employees with the need to follow seniority, where applicable. In emergency situations, the corporation will advise the Union who is performing such work and provide an outline of the work that is being performed to the Union President.

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 layoff 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 three (3) 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 shall be established in accordance with the *Ontario Occupational Health and Safety Act*.

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.

Union shall be entitled to appoint one (1) member who shall be entitled to four (4) hours of paid union leave per month to deal with union matters solely related to the Town that are not outlined herein.

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, annually after elections, 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 Director People & Culture 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

7.01 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 Any time limit referred to in this article is mandatory and may only be extended by mutual agreement in writing between the Corporation and the Union.

7.03 Grievance Meetings

- a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. Stewards shall receive their regular rate of pay when grievances, or pending grievances, are processed with the Corporation during normal working hours.
- b) If the Corporation representative is unable to meet with Stewards during the Stewards' normal working hours, the Stewards shall be paid at their regular rate of pay for all time spent during the processing of the grievance with the Corporation, except if the grievor and the Steward work on opposite shifts.

7.04 Restrictions on Stewards

- a) The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties and in particular while investigating disputes.
- b) The Union understands and agrees that stewards are employed to work for the Employer and that they will not leave their work during working hours except to perform the duties under this Agreement. Therefore, stewards shall not leave their work unless they have given their immediate supervisor or designate proper notification.
- c) Stewards shall not suffer a loss of wage or benefits in attending to Union business.

7.05 Grievance Procedure

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

STEP ONE:

Aggrieved employees shall meet to discuss and submit their grievance to a Steward.

STEP TWO:

The Corporation and CUPE jointly recognize the desirability of resolving differences by joint consultation and discussion. Both parties shall attempt to resolve such differences through informal means before proceeding to formal process.

If the Union considers the grievance to be justified, within and not after ten (10) working days after the occurrence of the grievance. The employee(s) and the steward shall notify:

- (a) the employee's immediate supervisor; or
- (b) if the matter is regarding the employee's immediate supervisor then they are to seek to settle the dispute with the Department Director.

Within five (5) working days of receiving notification, the Supervisor or Department Director as the case may be, will meet with the employee and the representative of the Union and attempt to resolve the grievance through informal discussion.

STEP THREE:

Failing settlement at Step Two, the Union shall submit the matter to the Director in charge of the area in writing within and not after seven (7) working days of the Step Two response. The Director shall render a decision within seven (7) working days after receipt of such notice.

STEP FOUR:

Within five (5) working days of the Employer providing the employee with the Employer's decision at Step Two, either party may submit a request for grievance mediation to the Director People & Culture or designate. Grievance mediation will only occur when mutually agreed between the parties. The parties shall agree on an individual to be the Mediator. The purpose of the Mediator's involvement is to assist the parties in reaching a resolution of the dispute and shall be non-binding where no resolution is reached. The expenses of the Mediator shall be equally borne by both parties.

Failing settlement at Step Three, the Union shall refer the matter to the Chief Administrative Officer within and not after seven (7) working days of the Step Three response. The Chief Administrative Officer shall render a decision within seven (7) working days after receipt of such notice.

STEP FIVE:

Failing settlement at Step Four, the Union may refer the grievance to arbitration within thirty (30) days of the Step Four response.

7.06 Policy Grievances

Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs and the parties cannot resolve the matter by informal discussion, a policy grievance may be filed by either party commencing at Step Three (~~3~~) within ten (10) working days of the circumstances giving rise to the grievance.

7.07 Group Grievances

Where a Group Grievance involves a group of employees in the same department, it may be initiated at Step Two (~~2~~) by the Union within ten (10) working days of the circumstances giving rise to the grievance. Group grievances involving a group of employees in two (2) or more departments shall be filed at Step Four (~~4~~) within ten (10) working days of the circumstances giving rise to the grievance.

7.08 Layoff Grievances

Grievances concerning layoffs due to the reduction in the working force shall be initiated with the Director People & Culture or designate (Step Four) within and not after ten (10) working days after the occurrence of the incident or circumstances giving rise to the grievance. Any prior step of the grievance procedure may be by-passed.

7.09 Written Replies

Replies to written grievances shall be in writing at all stages and sent to the Unit Representative/Steward and Local President.

7.10 Facilities

The Employer shall supply the necessary facilities for a grievance meeting.

7.11 Arbitration

When either party requests that a grievance be submitted to arbitration, they will notify the other party in writing of its desire. Following receipt of the notice, the Employer and the Union shall endeavour to select a sole arbitrator.

7.12 Failure to Appoint

If the parties fail to appoint an arbitrator, the appointment shall be made by the Minister of Labour, upon the request of either party.

7.13 Arbitration Procedure

The Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. They shall hear and determine the difference or allegation and render a decision.

7.14 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

7.15 Reconvening the Arbitrator

Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision.

7.16 Arbitration Costs

Each party shall pay one half of the Arbitrators fees and expenses in totality.

7.17 Information, Witnesses, Access to Premises

- a) At any stage of the grievance procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or any other witnesses as required.
- b) No information pertaining to the investigation of the grievance and/or arbitration shall be unreasonably withheld. The Employer will co-operate during the grievance procedure to endeavour to bring about the just settlement of the grievance.
- c) All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s), to have access to any part of the Corporation's premises to view any working conditions that may be relevant to the settlement of the grievance.

7.18 SUNSET CLAUSE

Records of employees shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Any disciplinary letter, including letters of reprimand or any adverse reports shall be removed from the employees personnel file and provided to the employee for disposal after eighteen (18) months at the employee's request.

7.19 PERSONNEL RECORDS

Employees shall have the right to have access to and review their personnel records according to the following:

- a. **Right of Access**
An employee shall have the right to review their personnel file once per calendar

year, or in the event of a formal grievance, upon written request to People & Culture. Access shall be granted within a reasonable time following the request, during regular business hours, and in the presence of a designated representative of the Employer.

b. **Scope of Access**

The employee may review documents that they have signed or that pertain to their performance, discipline, or employment status. Documents containing confidential third-party information, including references, internal deliberations, or privileged communications, may be withheld at the Employer's discretion.

c. **No Removal of Documents**

Employees shall not remove any documents from the personnel file. A written summary of the review may be provided by the Employer upon request.

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 the Intranet in January of each year.

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).

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

- a) 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.
- b) The selection of any person to a position not subject to the provision of this Agreement is not covered by this Agreement. If an employee is selected, with the employee's consent to a temporary position which is not subject to the provisions of this Agreement and within eighteen (18) months returns to a position within the bargaining unit described in Article 3 of this Agreement, such employee shall return to the bargaining unit with all of the seniority which that employee had at the time of their selection. If the employee accepts a permanent position which is not subject to the provisions of this agreement, their seniority shall terminate. In the event that the employee returns or is returned to the bargaining unit within eighteen (18) months, they shall be placed in their previous position. In that event, any other employee(s) affected shall be returned to their previous position(s).

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.

When a vacancy occurs that is caused by retirement and the Corporation has determined to fill such vacancy, the hours shall not be assigned to one or more part-time employees.

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 posting, 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. Notwithstanding the foregoing and subject to Management's assessment and satisfaction that the employee(s) are qualified, preference will be given to applicants who are CUPE 702.5 regular employees.

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, as the case might be, 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 and shall include a reduction in the weekly hours of work of a bargaining unit employee(s). Reduction in the normal weekly hours of work of all employees employed within the bargaining unit covered by this Collective Agreement, provided such reduction is by the same amount with respect to each employee in the bargaining unit covered by this Collective Agreement, shall not be deemed a layoff. Employees shall be given ten (10) weeks notice of the reduction in hours.

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.
- c) No employee shall be laid off by reason of hours being assigned to one or more part-time employees.

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

- a) The normal hours of work shall be thirty-five (35) hours per week consisting of five (5) days of seven (7) hours each between 8:30 am and 4:30 pm exclusive of a daily one (1) hour unpaid lunch, Monday to Friday inclusive. Alternative regular work schedules may be established by mutual agreement between the Corporation and the Union, in writing

11.02 REST PERIOD

Employees shall be granted two (2) fifteen (15) minute rest periods each day to 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 the normal work day or week as established in 11.01 above and on Saturdays and Sundays.
- 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 BANKING OF OVERTIME

- a) Employees shall have the option of banking overtime to a maximum of thirty-five (35) hours in a calendar year.

- b) Banked overtime hours may be claimed by the employee as time off at a time mutually agreed between the Corporation and the employee. By November 30th in each year the banked overtime hours must be claimed or scheduled or the employee will receive wages for the banked overtime hours as an addition to a pay cheque by December 15th in that year.

11.05 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.

11.06 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 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
National Day for Truth & Reconciliation	
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 HOLIDAY OBSERVANCE

In the event that a paid holiday falls on an employee's regularly scheduled day off, such employee shall receive a day off in lieu of holiday pay for that day. If a paid holiday falls on a Sunday, the holiday will normally be observed on the following Monday and if a paid holiday falls on a Saturday, the holiday will normally be observed on the preceding Friday.

12.03 PAY FOR WORK ON A HOLIDAY

A regular employee who is required to work on a paid holiday shall be paid two (2) times his/her regular straight time hourly rate of pay for each hour worked on the paid holiday, in addition to the holiday pay.

12.04 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 shutdown the employees may choose to take the non-holiday days as vacation, lieu time or unpaid leave.

ARTICLE 13 – VACATION

13.01 Vacation with pay shall be granted to regular employees on an accrual basis using the following schedule:

Zero (0) to six (6) years of continuous employment – three (3) weeks OR

Seven (7) to eleven (11) years of continuous employment – four (4) weeks OR

Twelve (12) to nineteen (19) years of continuous employment – five (5) weeks OR

Twenty (20) years of continuous employment – six (6) weeks

One (1) week of vacation shall equal thirty-five (35) hours.

13.02 In the first calendar year of employment an employee earns a prorated vacation amount equal to three (3) weeks' vacation from their start date to December 31st.

13.03 VACATION UPON TERMINATION

Any employee who ceases employment with the Corporation shall receive his/her pro rata share of the vacation pay which he/she would have received had he/she not ceased employment with the Corporation.

13.04 VACATION SCHEDULING

As far as it is practicable, vacations will be granted at the time requested by the employee provided the employee has submitted his/her vacation request, in writing, to his/her immediate supervisor by April 1st in any vacation year. In the case of a dispute between employees regarding vacation periods requested, the employee with the most seniority shall be given preference. After April 1st in each year, vacation shall be granted on a "first come" basis, subject to operational requirements. In the event that more than one request is submitted on the same day and there is a dispute between employees as to the vacation periods, the employee with the most seniority shall be given preference. Employees shall be advised, within a reasonable time, whether his/her vacation request has been approved or not approved. After a vacation request of an employee has been approved by the Corporation, in writing, it shall only be changed by mutual agreement, which agreement shall not be unreasonably withheld.

13.05 VACATION CARRYOVER

The carryover of up to two (2) weeks' vacation shall be allowed.

13.06 APPROVED LEAVE OF ABSENCE DURING VACATION

Where an employee claims bereavement leave or sick leave during his/her period of vacation and supplies medical certification satisfactory to the Corporation in support of such sick claim, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option.

13.07 OVERTIME VACATION RATE

No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his/her scheduled vacation, he/she shall be paid at double the regular rate of pay plus one vacation lieu day off for each day on which work was performed.

13.08 HOLIDAY DURING VACATIONS

Should a paid holiday fall on an employee's vacation period he/she will receive an additional vacation day with pay.

ARTICLE 14 – SICK LEAVE PROVISION

14.01 Sick pay credit will accrue to regular employees, who are actively at work, at the rate of one and one-half (1 1/2) days per month. Regular employees may use their sick pay credits and all unused sick pay credits will be cumulative, but this amount will be reduced by the number of days of sick pay credit used during the calendar year.

14.02 Unused sick leave shall accumulate to a maximum of sixty-five (65) days. Prior to the last pay in December of each year, each employee shall receive a cash pay-out of 50% of the accumulated sick leave above 65 days payable at their current rate of pay. In the event of an employee's death, the cash pay-out shall be paid to the employee's estate.

14.03 One-half (1/2) of each regular employee's unused sick pay credits shall be paid to regular employees immediately prior to their retirement provided the regular employee has completed a minimum of five (5) years of employment with the Corporation.

14.04 Employees will be required to produce a certificate, paid by the Employer, from a qualified medical practitioner for any illness in excess of five (5) consecutive working days, certifying that they were unable to carry out their duties due to illness.

14.05 Sick Leave While on Leave of Absence

Despite the provision in Article 14.01, 14.02 and 14.03, an employee who is on a leave of absence (including absence on WSIB, LTD, sick leave, pregnancy leave, parental leave or paternity leave; excluding absence on bereavement leave, legal leave, education leave) will not accumulate sick leave credits during the leave of absence unless he/she is

receiving sick leave pay from the Corporation from his/her sick leave credits, in which event, he/she will accumulate sick leave credits in accordance with Articles 14.01, 14.02 and 14.03 during the leave of absence only for so long as he/she is receiving sick leave pay from the Corporation from his/her sick leave credits.

- 14.06 Notwithstanding Article 14.01, regular employees returning from an approved Long Term Disability (LTD) Leave, may request up to eighteen (18) sick days, pro-rated for the calendar year, or alternate arrangements such as banked overtime and vacation, subject to their Department Director's approval, and any such sick days taken will be borrowed against that regular employee's actual sick leave entitlement.

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 and benefits, or without pay and benefits, and without loss of seniority for personal reasons. Leaves without pay of thirty (30) days or less shall be with benefits. The full cost of benefits for leaves beyond thirty (30) days will be borne by the employee. Employees granted such leaves shall not be required to use their vacation credits prior to being granted such leave.

Leaves of absence under the Ontario Employment Standards Act, 2000 are available to employees in accordance with and subject to the provisions therein.

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 but without loss of benefits, provided that the absence of such employee does not impair the efficient operation of the Corporation's business.
- b) Leave of absence without pay but without loss of benefits 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 and without benefits for a period of one (1) year. 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 regular 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.

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 but without loss of benefits, 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 or benefits shall be granted to the employee for not more than five (5) days to be taken in the seven (7) day period immediately following the date of death.
- 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 or benefits shall be granted to the employee for not more than three (3) days to be taken in the seven (7) day period immediately following the date of death.
- 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 travelling 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 SPECIAL 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 or benefits to an employee who serves as a juror or Crown witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The employee has the option to either endorse over to the Corporation the payment received by the employee for service as a juror or Crown witness, excluding payment for travel, meals, or other expenses or alternately they can keep the payment received from jury duty and take an unpaid leave.

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.

15.09 FAMILY CARE LEAVE

Employees are permitted to use up to seven (7) of their earned sick days per calendar year to attend to family illness.

Family is defined as spouse, child or parent.

Under exceptional circumstances, family leave for other relations not listed above may be granted in consultation with the supervisor.

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 Worker's 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 sections 13.02 and 14.06, and 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 CLOTHING ALLOWANCE

- a) The Corporation will supply regular employees in the classification of Building Inspector, Drainage Superintendent Assistant Drainage Superintendent, By-Law Enforcement Officer and Project Technician with the following:

ITEM	NUMBER	FREQUENCY
Safety Boots or Shoes*	one (1) pair	as needed
Winter Cap with Ear Flaps	one (1) pair	as needed
Shirts – winter **	two (2)	each year
Shirts – summer **	two (2)	each year
Pants – winter	two (2) pair	each year
Pants – summer	two (2) pair	each year
Coat lightweight **	one (1)	as needed
Coat heavy with hood * **	one (1)	as needed
Hard Hat and Liner*		as needed

Note: * include GIS Technician only identified items and ** includes Communication Officer only identified items.

Employees are required to wear their supplied clothing at all times while on duty.

- b) If a new employee becomes a regular employee in the classification of Building Inspector, Drainage Superintendent, Assistant Drainage Superintendent, By-Law Enforcement Officer or Project Technician prior to May 1st in any year, such employee shall be entitled to the entire clothing allowance listed above. If a new employee becomes a regular employee after May 1st in any year but prior to September 30th in that year, such employee will initially be entitled to the following:

- One (1) pair of safety boots or shoes
- Two (2) summer shirts
- Two (2) summer pants
- One (1) coat - light weight

- c) Regular employees who have received items in accordance with the preceding paragraphs shall replace, at their own expense, any such item which might be lost or damaged through such employee’s negligence.
- d) The employer reserves the right to determine reasonable maximum limits for safety boots or shoes.

16.05 MEAL ALLOWANCE

Employees shall be paid a meal allowance of twenty dollars (\$20.00) for each four (4) hours of overtime worked.

ARTICLE 17 – BENEFITS

17.01 The Corporation will pay, on behalf of all regular full time employees, one hundred percent (100%) of the premiums payable with respect to the following:

- a) Life Insurance –
 - i) employee – two (2) times employee’s salary, up to a maximum of \$750,000
 - ii) employee’s spouse – \$10,000
 - iii) employee’s dependent child – \$5,000
 Duration: to age 65

- b) Accidental Death and Dismemberment –
employee – two (2) times employee’s salary, up to a maximum of \$750,000
Duration: to age 65
- c) Long-Term Disability
commencing: 91st day:
70% maximum: \$10,000
Two year own occupation, thereafter any occupation
Duration: to age 65
- d) Prescription Drug Plan –
In accordance with Schedule B
- e) Dental –
In accordance with Schedule B
- f) Optical –
In accordance with Schedule B
- g) Extended Health –
In accordance with Schedule B
- h) Out-of-Province –
In accordance with Schedule B

17.02 OMERS

All regular employees will be enrolled in OMERS subject to and in accordance with the provisions thereof.

17.03 SELECTION OF CARRIER

The selection of any insurer or carrier with respect to the benefits listed in this Article and any change in such insurer or carrier shall be at the discretion of the Corporation provided the coverage provided is equal to or better than that which is listed in this Agreement. The Corporation shall provide details of coverage to the Union prior to its implementation.

17.04 a) Benefits on Layoff

Subject to any statutory requirements, the Corporation will continue to pay the premium cost with respect to the items listed in sub-article 17.01 for eligible regular employees who are laid off for the next six (6) months immediately following the month in which the layoff commenced, provided that such employees continue to be employees of the Corporation.

b) Benefits on Sick Leave

Subject to any statutory requirements, the Corporation shall continue to pay the premiums, pursuant to Articles 17.01, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are ill or injured off the job

for the month in which the sick leave commences and for the twenty-four (24) calendar months immediately following the month in which the illness or off the job injury commenced, provided they continue to satisfy the requirements for enrollment in the plans.

c) Benefits on WSIB

Subject to any statutory requirements, the Corporation shall continue to pay the premiums, pursuant to Articles 17.01, subject to and in accordance with the terms and provisions of the plans, for eligible employees who are injured on the job, and who are eligible to receive Workplace Safety and Insurance Board benefits, for a time equivalent to the amount of the employee's full-time credited service with the Corporation to a maximum of five (5) years; or until the employee attains the age of sixty-five (65) years or until the employee retires, whichever first occurs. Upon retirement the Corporation shall pay retiree benefits as provided in this agreement for eligible employees in Article 17.05.

d) Benefits on LTD

Subject to any statutory requirements, if an employee is approved to receive long term disability benefits and, at any time, the employee begins to receive such benefits then, while the employee is in receipt of such benefits, the Corporation shall pay the premiums pursuant to Articles 17.01, for a time equivalent to the amount of the employee's full-time credited service with the Corporation, to a maximum of five (5) years, or until the employee attains the age of sixty-five (65) years or until the employee retires, whichever first occurs. Upon retirement, the Corporation shall pay retiree benefits as provided in this agreement for eligible employees in Article 17.05.

17.05 RETIREE BENEFITS

The Corporation will pay on behalf of persons who are employees as of March 30, 2010 and who have attained age 55 and who have retired pursuant to OMERS, one hundred percent (100%) of the premiums payable with respect to the benefits listed on Schedule C to this Agreement.

These benefits shall also be provided to employees who are retired and who are currently receiving retiree benefits.

Schedule C

The retiree benefits provided in Schedule C shall include group life insurance - \$5,000 policy to age 65.

17.06 SURVIVOR BENEFITS ON DEATH OF EMPLOYEE

In the event of the death of an employee, the Corporation shall continue to pay the premium cost with respect to the items listed in Article 17.01 (a)(ii) and (iii) and (d) (e) (f) (g) and (h) for the deceased employee's spouse and eligible dependents until such time as the deceased employee would have reached normal retirement age (65), at which time the survivor benefits will be maintained at the 'retiree benefits' listed above in 17.05.

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:
 - (i) Unionized employees shall be credited with all seniority rights with the new employer.
 - (ii) All service credits relating to vacation with pay, sick leave credits, pensionable service, and other benefits shall be recognized by the new employer.
 - (iii) 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.
 - (iv) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employers.
 - (v) No employee shall suffer a loss of employment as a result of merger.
 - (vi) 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 to reflect every Union member’s preferred identity, as if the plural, feminine or masculine has been used where the context or the party or parties hereto so require.

18.06 In the event a state of emergency is declared by the Mayor, Chief Administrative Officer, or the Board of Health, the Employer reserves the right to alter an employee's work location and job duties as required during the state of emergency. The Employer further reserves the right to call in employees without the need to follow seniority and/or overtime call in schedules.

Employer further reserves the right to call in employees without the need to follow seniority, where applicable, but will observe overtime provisions as per the collective agreement

18.07 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, 2025 to and including December 31, 2027 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


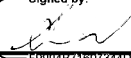
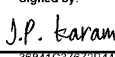
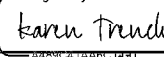
Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.

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.

AGREED TO this 7/31/2025.

SIGNED FOR THE CORPORATION:	SIGNED FOR UNION:
<p>Signed by:  Michelle Drouillard, Director People & Culture</p>	<p>Signed by:  Scott Willoughby, President</p>
<p>Signed by:  J.P. Karam, Legal Counsel</p>	<p>Signed by:  Karen Trench, CUPE National Representation</p>

SCHEDULE A - WAGES AND CLASSIFICATIONS


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

January 1, 2025	6.25%
January 1, 2026	1.5%
July 1, 2026	1.5%
January 1, 2027	1.5%
July 1, 2027	1.5%

Classification	6.25% Jan 1, 2025	1.5% Jan 1, 2026	1.5% July 1, 2026	1.5% Jan 1, 2027	1.5% July 1, 2027
Accounts Payable Clerk	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Building Services Clerk	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Council and Committee Assistant	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Financial Clerk	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Licensing Assistant	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Parks and Recreation Clerk	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Planning Services Clerk / Secretary – Treasurer to the Committee	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Public Works and Environmental Services Clerk	\$35.70	\$36.24	\$36.78	\$37.33	\$37.89
Public Works and Environmental Services Assistant	\$36.93	\$37.49	\$38.05	\$38.62	\$39.20
Information Technology (IT) Support Technician	\$36.93	\$37.49	\$38.05	\$38.62	\$39.20
Fire Clerk	\$40.67	\$41.28	\$41.90	\$42.53	\$43.17
Payroll Clerk	\$40.67	\$41.28	\$41.90	\$42.53	\$43.17
Assistant Drainage Superintendent	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Building Inspector	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
By-Law Enforcement Officer	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Communications Officer	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
GIS Technician	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Planner	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Purchasing Officer	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Project Technician	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Records Management Coordinator	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54

Classification	6.25% Jan 1, 2025	1.5% Jan 1, 2026	1.5% July 1, 2026	1.5% Jan 1, 2027	1.5% July 1, 2027
System Analyst	\$42.90	\$43.55	\$44.20	\$44.86	\$45.54
Drainage Superintendent	\$50.41	\$51.16	\$51.93	\$52.71	\$53.50
Financial Analyst	\$50.41	\$51.16	\$51.93	\$52.71	\$53.50
Fire Prevention Officer	\$50.41	\$51.16	\$51.93	\$52.71	\$53.50

SCHEDULE B - BENEFITS**Schedule B – CUPE 702.2 Union
Benefit Summary**

		
Line of Business	Plan Details	Coverage Details
Drug	Co-pay	\$2.00 per prescription
	Formulary Type	Conditional effective February 1, 2003
	Generic Substitution	No
	Allow ODB deduc/copays	Yes
	Maximum	N/A
	RX By law	Yes
	Limited Access/Over the Counter	Yes
EHS	Co-payment, Deductible, Maximum	N/A
	Aids for Daily Living (i.e. beds)	Yes
	Braces	Yes
	Footwear	Yes
	Incontinence/Ostomy supplies	Yes
	Oxygen & related supplies	Yes
	Mobility Aids (i.e. wheelchairs)	Yes
	Prosthetic Appliances	Yes
	Respiratory/Cardiology	Yes
	Vascular Compression	Yes
	Eye Exams	Reasonable & Customary; once every 24 months
	Vision Care	\$400 per 24 consecutive months based on first paid claim
	Retinal Eye Exam	Yes
	Ambulance	\$100 per trip
	Dental Accident	Yes
	In Home Nursing	\$10,000 per calendar year based on the date of the first paid claim. The maximum number of hours per shift is 8 hours.
	Acupuncturist	\$500 per calendar year (R&C per visit)
	Audiologist	\$500 per calendar year (R&C per visit)
Chiropodist/Podiatrist	\$500 per calendar year (R&C per visit)	
Chiropractor	\$500 per calendar year (R&C per visit)	

	Dietician	\$500 per calendar year (R&C per visit)
	Massage Therapist	\$500 per calendar year (R&C per visit)
	Mental Health Practitioners (Psychologist, Social Worker, Master of Social Work (MSW), Psychotherapist)	\$750 per calendar year (R&C per visit)
	Naturopath	\$500 per calendar year (R&C per visit)
	Occupational Therapist	\$500 per calendar year (R&C per visit)
	Osteopath	\$500 per calendar year (R&C per visit)
	Physiotherapist	Reimbursement for all visits is based on the usual and customary per visit amount
	Speech Therapist	\$500 per calendar year (R&C per visit)
	Hospital Accommodation (Public General, Convalescent or Rehab)	Semi-Private – Unlimited (R&C per day) Private - \$1000 per lifetime
	Prostate Exam	Yes
	Travel	90 days per trip; \$1,000,000 per calendar year
Dental	Fee Guide	Current ODA
	Annual Max	N/A
	Major Max	\$2,000 per calendar year
	Basic Co-insurance	100% coverage for all eligible services
	Recall Frequency	Every 9 months
	Complete Exams & Full Mouth X-rays	Every 3 years
	Comprehensive Basic (endo & perio)	Yes
	Denture repairs, adj., reline, etc.	Yes, relines are subject to once every 3 years
	Major Services (crown, bridge, denture)	50%, \$3,000 per calendar year
	Orthodontics	50%, \$4,000 per lifetime for dependent children 18 years of age and under only.
	Sealants	Yes

SCHEDULE C - RETIREE BENEFITS

Line of Business	Plan Details	Division 229, CUPE Outside Retirees Class 21
DRUG	Co-pay	\$2.00 per prescription
	Formulary Type	Conditional effective February 1, 2003
	Generic Substitution	No
	Allow ODB deduc/copays	Yes
	Maximum	N/A
	RX By law	Yes
	Limited Access/Over the Counter	Yes
EHS	Co-payment, Deductible, Maximum	N/A
	Aids for Daily living (i.e. beds)	Yes
	Braces	Yes
	Footwear	Yes
	Incontinence/Ostomy supplies	Yes
	Oxygen & related supplies	Yes
	Mobility aids (i.e. wheelchairs)	Yes
	Prosthetic Appliances	Yes
	Respiratory/Cardiology	Yes
	Vascular Compression	Yes
	Eye exams	Once every two years (based on first paid claim) to a maximum of \$70.00
	Ambulance	To the nearest hospital - \$100.00 per trip max
	Dental Accident	Yes
	In home nursing	Registered nurse only, full shift, \$10,000 annually based on first paid claim
	Chiropractor	\$300 cy, patient pays \$10.00 per visit for the first 15 visits each cy
	Chiropodist/Podiatrist	\$300.00 cy
	Massage	\$300.00 cy
	Osteopath	\$300.00 cy
	Physiotherapist	No maximum
	Psychologist	\$35.00 for the first visit; \$20.00 per hour for subsequent visits to a max of \$200.00 cy
	Speech Therapist	\$200.00 cy
Accommodation - Semi and Private	Semi – yes, Private – yes, \$1,000 lifetime max	
Vision	\$300.00 every 24 months	
Travel	60 days per trip; \$1,000,000 annual max	

Line of Business	Pay Details	Division 229, CUPE Outside Retirees Class 21
DENTAL	Fee Guide	Current ODA
	Annual Max	N/A
	Major Max	\$1,500 cy
	Basic Co-insurance	100% coverage for all eligible services
	Recall Frequency	Every 9 months
	Complete exams & full mouth x-rays	Every 3 years
	Dentures repairs, adj, reline, etc	Yes, relines are subject to a once every 3 year limitation
	Comprehensive Basic (endo & perio)	Yes
	Major Services (crown, bridge, denture)	50%, once every 5 years based on first paid claim
	Orthodontics	NAB

Legend: N/A = Not Applicable, NAB = Not A Benefit, cy = Calendar Year

LETTER OF UNDERSTANDING

Re: Lee-Ann Levac

The following is further agreed to by the parties:

1. All provisions of the Collective Agreement apply to Lee-Ann Levac.
2. Lee-Ann Levac's seniority and vacation date is October 6, 2005.
3. Benefits entitlement, including sick day provisions, commences effective Lee-Ann Levac's full-time start date of January 4, 2016.

Re: Candice Walter

The following is further agreed to by the parties:

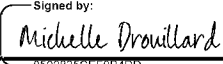

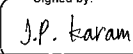
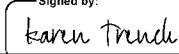
1. All provisions of the Collective Agreement apply to Candice Walter.
2. Candice Walter's seniority and vacation date is February 23, 2020.
3. Benefit entitlement, including sick day provisions, commences effective March 4, 2024.

Re: Alexandra Mailloux

The following is further agreed to by the parties:

1. All provisions of the Collective Agreement apply to Alexandra Mailloux.
2. Alexandra Mailloux's seniority and vacation date is January 1, 2020.
3. Benefit entitlement, including sick day provisions, commences effective Alexandra Mailloux's probationary end date of January 11, 2023.

AGREED TO this 7/31/2025.

SIGNED FOR THE CORPORATION:	SIGNED FOR UNION:
<p>Signed by:  _____ Michelle Drouillard, Director People & Culture</p>	<p>Signed by:  _____ Scott Willoughby, President</p>
<p>Signed by:  _____ J.P. Karam, Legal Counsel</p>	<p>Signed by:  _____ Karen Trench, CUPE National Representation</p>

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.



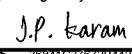
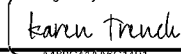
In the event, however, that an employee loses his or her Driver’s License for a reason(s) other than a disability that is recognized by the **Code**, the Corporation is agreeable to discussing alternative work assignments for the employee, and will not immediately terminate the employee’s employment 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.

AGREED TO this 7/31/2025.

SIGNED FOR THE CORPORATION:	SIGNED FOR UNION:
Signed by:  _____ Michelle Drouillard, Director People & Culture	Signed by:  _____ Scott Willoughby, President
Signed by:  _____ J.P. Karam, Legal Counsel	Signed by:  _____ Karen Trench, CUPE National Representation

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH

(hereinafter "Corporation")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL 702

(hereinafter "CUPE")

Without Prejudice or Precedent Basis

RE: Temporary Employees

The parties agree that in the absence of applicants Who are represented by CUPE Local 702.1 or CUPE 702.2 to a vacancy or vacancies, the Corporation may fill the position(s) in accordance with Article 9.04 of the current Collective agreement.

The parties agree that temporary employees are not represented by the CUPE 702.1 and/or CUPE 702.2 bargaining unit and therefore may not avail themselves of any provisions outlined in the CUPE 702.1 and/or CUPE 702.2 collective agreement as a temporary employee.

The parties also agree that if an employee Who is represented by CUPE 702.5 or CUPE 702.13 and successfully appointed to the temporary position and completes the eighty (80) consecutive working days successfully as corroborated by their supervisor, may be subsequently appointed into the CUPE 702.1 or CUPE 702.2 bargaining unit on the eighty-first day with the following provisions:

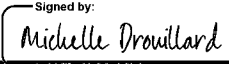

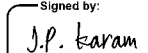
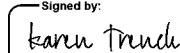
1. They Will retain the right to revert to the part-time position they previously held before their temporary appointment if the incumbent of the permanent position they are filling returns to fill their position or if during their temporary placement they request to revert or are not successful in the temporary position, as deemed by their Supervisor.
2. They will be required to follow article 8.03 of the CUPE 702.1 or CUPE 702.2 collective agreement and complete a total of sixty (60) days of work before receiving health, life and disability insurance benefits.
3. Once they meet the probationary period requirements stipulated in the collective agreement, they Will have full rights and privileges outlined in the CUPE 702.1 or CUPE 702.2 agreement with the exception of Article 10-layoff and recall and the seniority provisions outlined in Article 8.

It should be noted that in addition to the above, as stipulated in Article 1 .02 (d) any temporary employee may be extended with mutual agreement of the Parties, in writing. The parties also agree that notwithstanding Article 8.01, the temporarily appointed employee's seniority date will be the date in which they have successfully completed their sixty (60) day probationary period. Should the temporary employee be successful in gaining full time status, their seniority date will be adjusted based on the hours worked within CUPE 702.5 or CUPE 702.13.

The Parties agree that in the event that the bargaining unit employee does not return to work, the position will be posted in accordance with Article 9.01 of the Collective Agreement.

This Agreement is entered into on a without prejudice or precedent basis by both parties. This letter of understanding will expire and is subject to renewal at the expiration of the collective agreement.

AGREED TO this 7/31/2025.

SIGNED FOR THE CORPORATION:	SIGNED FOR UNION:
<p>Signed by:  <small>US02638CF0B91D0</small> Michelle Drouillard, Director People & Culture</p>	<p>Signed by:  <small>F8904B71607344D</small> Scott Willoughby, President</p>
<p>Signed by:  <small>36841C37672B449</small> J.P. Karam, Legal Counsel</p>	<p>Signed by:  <small>A488C410A6C1491</small> Karen Trench, CUPE National Representation</p>

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH

(the “Corporation”)

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCALS 702.1, 702.2, 702.5, and 702.13**

(each a “Local” and collectively, the “Union”)

WHEREAS the Corporation and the Union are each party to separate and distinct collective bargaining agreements which have expired;

AND WHEREAS the Union represents two (2) distinct employee groups within the Corporation’s operations: Locals 702.1 and 702.13 represent employees whose duties are primarily performed in outdoor, field-based or external operational environments; and Locals 702.2, and 702.5 represent employees whose duties are primarily performed in indoor operations or administrative environments;

AND WHEREAS the Union, through each Local, historically represented specific classifications of employees within their respective employee groups;

AND WHEREAS during the course of collective bargaining the parties agreed in principle to amalgamate the Locals into two (2) consolidated bargaining units representing each distinct employee group for the purposes of increased efficiency, consistency in representation, and streamlined labour relations;

AND WHEREAS the parties are committed to implementing this amalgamation in a fair and transparent manner;


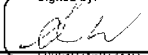
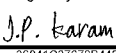
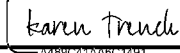
AND WHEREAS the parties have reached agreement on the terms and conditions set out in this Letter of Understanding to govern the amalgamation process and the transition process following its completion;

NOW THEREFORE the parties agree as follows:

1. Within ninety (90) calendar days following the ratification of the respective renewed Collective Agreements between the Locals and the Corporation, all administrative and legislative requirements will be completed to amalgamate the existing Locals to form two (2) bargaining units (each a “**Consolidated Union**”) as follows:
 - a) Locals 702.1 and 702.13 will amalgamate to form Local 702.1; and
 - b) Locals 702.2 and 702.5 will amalgamate to form Local 702.2.
2. Following the amalgamation:
 - a) the parties will work together, in good faith, to consolidate the terms of the applicable Collective Agreements negotiated during collective bargaining in April, May and June 2025 for each specific Consolidated Union;

- b) members of the Consolidated Unions will be eligible to apply to internal postings within their respective Consolidated Union, pursuant to the terms of the relevant Collective Agreement; and
 - c) seniority accrued by members prior to amalgamation will be recognized and preserved, pursuant to the terms of the relevant Collective Agreement.
3. Each Consolidated Union will appoint or elect a Negotiating Committee composed of not more than three (3) members of each Consolidated Union and a representative from the Canadian Union of Public Employees for the purpose of negotiating future Collective Agreements.
4. Within ninety (90) calendar days following the amalgamation, the Corporation will commence job evaluations and pay equity reviews with respect to the Consolidated Unions.

AGREED TO this 7/31/2025.

SIGNED FOR THE CORPORATION:	SIGNED FOR UNION:
<p>Signed by:  <hr/> Michelle Drouillard, Director People & Culture</p>	<p>Signed by:  <hr/> Scott Willoughby, President</p>
<p>Signed by:  <hr/> J.P. Karam, Legal Counsel</p>	<p>Signed by:  <hr/> Karen Trench, CUPE National Representation</p>