

COLLECTIVE AGREEMENT

BETWEEN

**THE DISTRICT OF THUNDER BAY SOCIAL
SERVICES ADMINISTRATION BOARD**

(hereinafter referred to as the “Employer”)

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 87-15**

(hereinafter referred to as the “Union”)

Term: January 1, 2025 to December 31, 2028

TABLE OF CONTENTS

		Page
Article 1	Purpose	1
Article 2	Recognition	1
Article 3	Interpretation	1
Article 4	Designates	4
Article 5	Regular Consultation	4
Article 6	Work of the Bargaining Unit	5
Article 7	Probationary Period	5
Article 8	Membership and Union Check-off	7
Article 9	No Discrimination	7
Article 10	Management's Rights	8
Article 11	Stewards and Bargaining Committee	9
Article 12	Grievance Procedure	10
Article 13	Arbitration Procedure	13
Article 14	Discipline and Discharge	15
Article 15	No Strikes or Lockouts	16
Article 16	Hours of Work	17
Article 17	Overtime	18
Article 18	Vacations	20
Article 19	Paid Holidays	24
Article 20	Seniority and Service	26
Article 21	Layoff and Recall	28
Article 22	Job Postings	31
Article 23	Leave of Absence	34
Article 24	Contracting Out	39

Article 25	Automation and Technological Change	39
Article 26	Health and Safety.....	40
Article 27	Medical, Hospital, Dental and Group Life Insurance Plans ..	41
Article 28	Sick Leave Plan (STD) and Long Term Disability (LTD) and Workplace Safety and Insurance Benefits (WSIB)	45
Article 29	Job Classifications and Wage Rates.....	48
Article 30	Miscellaneous Provisions	50
Article 31	Salary Groups	52
Article 32	Term of Agreement	53
Schedule "A"	Wage Rates	54
Schedule "A"	Classifications	55
Letters of Understanding		
	Pay Equity Maintenance.....	56
	Trillium Drug Plan	61
	French Language Services Act.....	64
	Bed Bugs	65

ARTICLE 1 PURPOSE

1.01 The purpose of this Collective Agreement is to maintain a harmonious relationship between The District of Thunder Bay Social Services Administration Board ("the Employer") and its employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Employer and its employees.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 87 ("the Union") as the sole bargaining agent for all employees of the Employer save and except employees holding the position of Assistant Supervisor and positions above the rank of Assistant Supervisor; Executive Assistant, Administrative Assistant, Analyst, Internal Review/Case Presenting Officer, Family Support Worker, Eligibility Review Officer, Property Management Officer, Human Resources Consultant, co-operative placement students; positions or groups of employees excluded from collective bargaining by virtue of the Labour Relations Act; positions or persons who exercise managerial functions; positions or persons employed in a confidential capacity related to labour relations; positions under the jurisdiction of outside boards/agencies and positions under the jurisdiction of other bargaining units; non-union positions that, if organized, would fall under jurisdiction of another bargaining unit.

ARTICLE 3 INTERPRETATION

3.01 Definitions

"TBDSSAB" shall mean The District of Thunder Bay Social Services Administration Board.

"Board" shall mean the Board of Directors of TBDSSAB.

"Chief Executive Officer (CEO)" shall mean the CEO of TBDSSAB.

“Director” shall mean the head of a Division of the Employer who reports directly to the CEO.

“Manager” shall mean a person responsible for overseeing a program or service.

“co-operative placement student” shall mean a student who is taking part in an unpaid co-operative work placement in conjunction with a curriculum of a recognized educational institute.

“Section” shall mean the program and/or services delivered under the direction and management of a Supervisor.

“permanent position” shall mean a position of an indefinite duration.

“permanent full-time employee” shall mean a person employed in a full-time position who has completed her probationary period and is regularly scheduled to work thirty-five (35) hours per week in a permanent position.

“service location” shall mean the service delivery area designated by the Employer.

“probationary employee” shall mean an employee who has not yet completed the probationary period of their permanent or temporary position.

“student” shall mean a person who is employed during a period between April 15 and September 30 and/or a period between December 1 and January 15 and who was a student at a school, college, university or other educational institution prior to becoming employed by the Employer and who demonstrates to the Employer an intention to return to school on a regular basis at the end of the vacation period. Students shall not be entitled to any benefit under this Collective Agreement other than as specifically provided for in this Collective Agreement. Students hired during the school vacation period

will be terminated from the employ of TBDSSAB no later than September 30 or January 15.

“temporary position” shall mean a position that is created when additional staff is required during periods of increased workload, to replace permanent employees who are absent or to fill temporary vacancies created as a result of specially funded projects. Temporary work assignments shall not exceed twelve (12) months in duration without union approval unless filling in for absent employees on pregnancy/parental leave or LTD. Temporary work assignments created as a result of special project assignments may not exceed twenty-four (24) months unless agreed to by the parties.

“permanent part-time employee” shall mean a person employed in a part-time position in a district service location who has completed her probationary period and is regularly scheduled to work twenty-eight (28) hours or less per week in a permanent position. With the agreement of the parties a permanent part-time position may be added to the staffing complement of the Thunder Bay service location.

The Employer agrees it will not reduce its full-time complement or restrict additions to its full-time complement solely for the purpose of utilizing part-time employees. The employer shall provide to the Union on a quarterly basis, an up-to-date complement listing of all bargaining unit positions. The listing shall define the position, the incumbent's name, the work location and their status.

“temporary employee” shall mean a person who is not a permanent employee who is hired to fill a temporary position who may be scheduled to work less than five (5) days per week. Unless circumstances dictate otherwise, the temporary employee will assume the normal hours of work of the person they are replacing, or the position being filled.

3.02 Plural or Feminine Terms May Apply

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

ARTICLE 4 DESIGNATES

4.01 Where this Collective Agreement refers to or requires an action being completed or a matter being referred to a Supervisor, Manager, Director or the CEO, completion by or referral to the appropriate designate shall satisfy the obligation where the Supervisor or Manager or Director or CEO is not available or so directs.

ARTICLE 5 REGULAR CONSULTATION

5.01 Labour/Management Committee

There shall be a Labour Management Committee comprised of two (2) representatives from the Union and two (2) from the Employer. Both parties shall choose their respective representatives.

At the request of either party, the Labour Management Committee shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Collective Agreement. More frequent meetings may be scheduled where the parties mutually agree such meetings would be useful. Either party may request upon notice additional representatives to meetings of the Labour Management Committee. The Union may invite the President of Local 87 and/or the CUPE National Representative to meetings of the Labour Management Committee upon serving notice to the Employer. Employees shall not suffer any loss of pay for time spent on this committee.

The Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Employer shall be responsible for taking the minutes of the meeting. The members of

the committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting. In addition, a copy shall be sent to the CUPE Local 87 office.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement or the management of grievances.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 6 WORK OF THE BARGAINING UNIT

6.01 It is agreed that non-union employees will not regularly perform duties normally carried out by members of the bargaining unit except in cases agreed upon by the parties or in the event of an emergency.

ARTICLE 7 PROBATIONARY PERIOD

7.01 (a) An employee hired into a permanent position will be required to complete a probationary period which shall continue until the employee has worked 910 hours of regularly scheduled work in the position.

(b) A temporary or student employee who is hired as a permanent full-time or permanent part-time employee will be required to complete the probationary period in accordance with clauses 7 (a).

- (c) Extension of the employee's probationary period shall be by mutual agreement of the parties.

- 7.02 During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Employer. It is agreed that, at the employee's request, a Shop Steward may be in attendance at such evaluation. The non-union supervisor will inform the employee of this right at least one (1) shift prior to the shift during which the evaluation is to be carried out.
- 7.03 When an employee is hired into a permanent position, upon successful completion of the applicable probationary period, she will attain permanent status and will be retroactively credited with seniority and service accrued during the probationary period in the permanent position.
- 7.04 A probationary employee may be discharged for unsuitability during the probationary period, it being understood that such discharge may be processed through the grievance procedure.
- 7.05 A probationary employee who does not complete her probationary period as indicated above and bids into a new position during her probationary period shall start a new probationary period in the position.
- 7.06 An employee hired into a permanent position will not be able to bid into any temporary positions until the completion of their probationary period in their permanent position.
- 7.07 A temporary employee who has not completed their temporary probation hours (910 hours) is ineligible to apply to a new position role. Upon completion of the probationary period, they are eligible to any open permanent or temporary roles.

ARTICLE 8 MEMBERSHIP AND UNION CHECK-OFF

- 8.01 The parties agree that, as a condition of employment, all employees falling within the scope of the bargaining unit shall remain members of the union in good standing and all new employees shall become members of the Union.
- 8.02 The Employer agrees to deduct from the wages of all Employees as of the date of hire Union dues and assessments of all employees covered by this Collective Agreement and remit same monthly to the Financial Secretary of the Union together with a list of additions and deletions of employees names to the master list. In addition the Employer agrees to supply the CUPE National Representative a Union Activity Report by the second Monday of each month, which will include names, addresses, phone numbers, position titles, employment status, work email and if available personal email.
- 8.03 The Union shall indemnify and save the Employer harmless with respect to all amounts deducted for dues and/or assessments remitted to the Union and with respect to any liability which the Employer might incur as a result of making such deductions.
- 8.04 When Income Tax T4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the subject year from the employee's wages pursuant to this Article.

ARTICLE 9 NO DISCRIMINATION

- 9.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members based on any of the prohibited grounds as set out in Ontario's Human Rights Code or because of an employee's membership or non-membership in the Union or because of her activity or non-activity in the Union.

ARTICLE 10 MANAGEMENT'S RIGHTS

- 10.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively with the Employer and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order and efficiency;
 - b) hire, promote, demote, classify, transfer, suspend, re-hire, and discipline employees and discharge an employee who has completed the probationary period for just cause or in the case of a probationary employee or temporary employee for unsuitability provided that such action may be the subject matter of a grievance and dealt with as hereinafter provided;
 - c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
 - d) determine the nature and kind of business conducted by the Employer, the kinds and locations of service delivery, the organization of Sections and Divisions etc., the equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Collective Agreement.
- 10.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.
- 10.03 It is agreed that this Collective Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and all prior and existing practices both written and oral, other than those specifically referred to in this Collective Agreement.

ARTICLE 11 STEWARDS AND BARGAINING COMMITTEE

11.01 Appointment of Stewards

The Employer acknowledges the right of the Union to appoint four (4) Stewards together with alternate Stewards. The names of the Stewards shall be given to the Employer in writing and the Employer shall not be required to recognize any such Stewards until it has been so notified. A Steward will be paid at her regular straight time hourly rate of pay for time spent at any meeting she is authorized to attend with the Employer.

11.02 Union Bargaining Committee

The Employer recognizes a Union collective bargaining committee consisting of 4 (four) union members and one (1) alternate who are employed by the Employer plus the Union's National Representative. The names of the members of the Union collective bargaining committee shall be provided to the Employer in writing. The members of the Union collective bargaining committee who are employees of the Employer will be paid at their regular straight time hourly rate of pay for time spent during regular working hours at negotiations up to and including conciliation. Members of the bargaining committee travelling from the district for collective bargaining shall be paid mileage by the Employer in accordance with the mileage rate established by the Employer.

11.03 It is agreed that the Union and employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the CAO.

11.04 Management Co-operation with Stewards

The Employer undertakes to instruct all members of its supervisory staff to cooperate with the Stewards in the carrying out of the terms and requirements of this Collective Agreement.

The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. Such meeting shall be scheduled in advance. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours, and without loss of pay for either employee.

11.05 Union Co-operation with Management

The Union undertakes to secure from its officers, Stewards and members their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.

ARTICLE 12 GRIEVANCE PROCEDURE

12.01 The parties to this Collective Agreement agree that it is of the utmost importance to adjust complaints and grievances fairly and promptly.

12.02 A grievance shall be defined as any difference between the parties relating to the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement.

12.03 Grievance Procedure

Complaint Stage

It is agreed that an employee does not have a grievance unless she has first discussed the matter with her immediate supervisor. The employee may have the assistance of her Steward at such discussion. The complaint shall be discussed with the immediate supervisor within five (5) working days after the circumstances giving rise to the complaint originated or occurred. The immediate supervisor will render a decision within five (5) working days following the discussion.

Failing settlement, the complaint may be then taken up as a written grievance within five (5) working days following the immediate supervisor's decision in the following manner and sequence:

Step 1

The Union may, within five (5) working days following receipt of the Complaint Stage decision, submit a written statement of the particulars of the grievance and the redress sought to the Director. The Director will hold a meeting with the grievor and the Steward within ten (10) working days of receipt of the written statement of the particulars to discuss the grievance. The Director will render her decision in writing within five (5) working days after the meeting.

In the event that the immediate supervisor and Director is one and the same person, following the immediate supervisor's decision at the Complaint Stage, Step 1 shall be omitted and the written grievance may be submitted at Step 2.

Step 2

Failing satisfactory settlement at Step 1, the Union may within five (5) working days following receipt of the Step 1 decision submit a written statement of the particulars of the grievance and the redress sought to the CEO and a meeting will be held within ten (10) working days between the Steward and the CEO to discuss the grievance. It is understood and agreed that both the CEO and the Union may have such counsel and assistance present as desired at such meeting. The CEO will render a decision in writing to the Union within ten (10) working days after the meeting.

12.04

Management Grievances

The Employer may refer a grievance in writing to the Union President within five (5) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with the Employer's representatives within ten (10) working days after receipt of the grievance, and thereafter will render a decision in writing within ten (10) working days following such meeting. The decision rendered by the Union shall be deemed to be a decision at Step 2 of the Grievance Procedure. If the decision is not satisfactory to the Employer the grievance may be referred to arbitration in accordance with Article 13.

- 12.05 It is agreed that a grievance arising directly between the Union and the Employer shall be originated under Step 1 and the time limits set with respect to that Step shall appropriately apply. However, it is expressly understood that the provisions of this clause may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby bypassed. Any grievance by the Union as provided for in this clause shall be commenced within ten (10) working days of the occurrence or circumstances giving rise to the grievance.
- 12.06 The Employer shall pay an employee who is a Steward at her regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at a grievance meeting with the Employer, up to but not including arbitration.
- 12.07 The grievor shall have the right to participate at any grievance hearing. Participation may be in person or via teleconference in instances which would leave areas without service delivery.
- 12.08 All grievance meetings at Step 1 or higher shall take place in the City of Thunder Bay unless the parties agree otherwise.
- 12.09 The time limits fixed in this Article may be extended with the written consent of the parties.
- 12.10 Grievance Mediation
Both parties agree that the use of Grievance Mediation is an acceptable means of resolving grievances. At any time during the grievance or arbitration procedures the parties may mutually agree to refer a grievance to mediation.
- The parties agree that referring a grievance to mediation does not extend the time for referring a grievance to arbitration under Article 13, but will, on

consent of the parties, defer the Arbitration Procedure pending the conclusion or discontinuance of the Grievance Mediation process.

If the parties cannot agree on the selection of a Mediator, mediation shall be discontinued.

Where a grievance proceeds to Grievance Mediation:

- Proceedings before the Mediator shall be informal and legal counsel shall not be used by either party.
- If possible, an agreed statement of facts will be provided to the Mediator in advance of the Grievance Mediation Conference.
- The Mediator will have the authority to meet separately with either party.
- The Mediator will not have the authority to compel the resolution of a grievance.
- The Grievance Mediation procedure is without prejudice to the positions of either party.

If a grievance is not resolved through the Grievance Mediation process the Mediator shall provide the parties with written recommendations for the resolution based on her findings. The parties shall not be bound by these recommendations.

The Union and the Employer will share equally in the cost of the Mediator.

All Grievance Mediation meetings shall take place in the City of Thunder Bay unless the parties agree otherwise.

ARTICLE 13 ARBITRATION PROCEDURE

- 13.01 Any grievance which has been properly carried through the Grievance Procedure in accordance with Article 12 and which has not been settled may be referred to a Board of Arbitration within thirty (30) working days after receiving the response at Step 2 of the Grievance Procedure. Notice of referral to arbitration shall be in writing and shall be delivered to the other party within the thirty (30) working day period.

- 13.02 The Board of Arbitration will be composed of one (1) member nominated by the Employer, one (1) member nominated by the Union and a third person, to act as Chairperson, to be chosen by the other two (2) members of the Board.
- 13.03 Within five (5) working days of the request by either party for the Board of Arbitration each party shall notify the other in writing of the name of its nominee.
- 13.04 Should the nominees fail to agree upon a Chairperson within seven (7) working days of notification as set out above, either party may request that the Minister of Labour for the Province of Ontario appoint a person to act as Chairperson.
- 13.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 13.06 Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator selected by the parties.
- 13.07 The Board of Arbitration shall not have the power to alter or change any of the provisions of this Collective Agreement or to substitute any new provisions for any existing provision, nor give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 13.08 Other than with the consent of the parties, no person who has been involved in an attempt to negotiate or settle the grievance shall be appointed to serve as Arbitrator.
- 13.09 Each of the parties to this Collective Agreement will bear the expenses of the nominee appointed by it, if any, and the parties will jointly bear the expenses of the Chairperson or jointly appointed sole Arbitrator.

- 13.10 Should either party disagree as to the meaning of the decision of the Board of Arbitration, either party may request that the Board of Arbitration reconvene to clarify the decision as soon as reasonably possible following the request to do so.
- 13.11 The time limits fixed in this Article may be extended with the written consent of both parties.
- 13.12 All arbitration hearings shall take place in the City of Thunder Bay unless the parties agree otherwise.

ARTICLE 14 DISCIPLINE AND DISCHARGE

- 14.01 Prior to the issuance of a suspension or discharge and as soon as possible after the incident giving rise to possible disciplinary action, the employee involved and a Steward and/or CUPE National Representative shall meet with the Supervisor (and other management staff if required) to discuss the matter and the employee will be given full opportunity to respond to any allegation.
- 14.02 The non-union Supervisor will determine if and to what extent disciplinary action will be taken. All disciplinary action will be taken in the presence of a Steward, unless the employee declines representation. In cases of suspension or discharge, the CUPE National Representative will also be present.
- 14.03 It is recognized that probationary employees may be released for reasons less serious than in the case of the discharge of an employee who has completed her probationary period, however probationary employees shall have the right to the provisions under the Collective Agreement relating to the Grievance Procedure and Arbitration Procedure.

- 14.04 Disciplinary action is defined, but limited to:
- a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
 - b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
 - c) a suspension; or,
 - d) a discharge for cause.
- 14.05 A discipline or discharge grievance may be filed commencing at Step 1 of the Grievance Procedure within five (5) working days after the employee has received notice of discharge. The parties may settle such grievances by:
- a) confirming the Employer's action;
 - b) reinstating the employee with full compensation for time lost; or
 - c) any other arrangement which is just and equitable in the opinion of the conferring parties.
- 14.06 An employee shall have access to her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record. Disciplinary letters shall be removed from the employee's personnel file thirty-six (36) months from the date the discipline took place, provided the employee has been discipline free for the period.

ARTICLE 15 NO STRIKES OR LOCKOUTS

- 15.01 In view of the orderly procedures established by this Collective Agreement for the settling of disputes and handling of grievances, the Union agrees that, during the life of this Collective Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and that the Employer agrees that there will be no lockout.
- 15.02 Protection of Equipment and Property
The Union will protect equipment and property of the Employer in case of a strike by the Union by providing staff to perform any duties necessary to

safeguard equipment and property, by ensuring equipment will be returned to the Employer's premises before any work stoppage takes place.

- 15.03 Should the Union claim that the Employer has illegally locked its members out, the Union may pursue the matter through the grievance procedure.

ARTICLE 16 HOURS OF WORK

- 16.01 The regular hours of work for all employees employed on a full-time basis shall consist of seven (7) hours per day, Monday to Friday inclusive.

Unless specified below, the regular work day shall be between the hours of 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive.

The regular hours of work for the positions of Accounts Clerk and Intake Worker shall consist of seven (7) hours per day either between the hours of 8:00 a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive. These tours of duty will be scheduled on a rotational basis among staff working as Accounts Clerk and Intake Worker.

The regular hours of work for the positions of Network and System Administrator, Information Services Specialist, Server Administrator and Web and Help Desk Support Specialist shall consist of seven (7) hours per day between the hours of 8:00 a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

The regular hours of work for the position of Placement Support Workers shall consist of seven (7) hours per day between the hours of 8:30 a.m. to 10:00 p.m. Monday to Friday inclusive.

- 16.02 Meal Breaks

The regular meal break for employees shall be one (1) hour to be taken between the hours of 11:30 a.m. and 2:00 p.m. The assignment of meal breaks will be at the discretion of the Supervisor.

16.03 It is agreed that the hours of work can be adjusted on the agreement of the parties during the lifetime of this Collective Agreement.

16.04 If an employee is sent home prior to the end of their scheduled shift as a result of adverse conditions or other unforeseen acts of nature or should there be a power failure or loss of heat or similar circumstances for a prolonged period or a period of unknown duration, the employee shall receive their regular pay for that day.

ARTICLE 17 OVERTIME

17.01 Distribution

Except in the case of emergency, overtime shall be distributed in an equitable manner amongst those regular employees qualified and available to perform the required work and it is agreed that no employee shall be required to work overtime or a double shift against her wishes when other qualified employees normally performing such duties within their division/section or designated area are available and willing to perform the required work.

17.02 Authorized overtime in excess of the regular hours of work for Schedule "A" classifications shall be paid for at the rate of time and one-half (1 - 1/2X) for the first three (3) hours worked in a day and double time (2X) for each consecutive hour worked thereafter; time and one-half (1 - 1/2X) for the first four (4) hours and double time (2X) thereafter on the sixth (6th) consecutive day worked (normally Saturday); and double time (2X) on the seventh (7th) consecutive day worked (normally Sunday).

Employees shall be compensated for all time worked before and after their regular work day and their regular work week at the rate of pay provided for in this Collective Agreement.

17.03 All time worked by permanent full-time and permanent part-time employees (including those who have not completed the probationary period) in excess

of seven (7) hours a day or thirty-five (35) hours a week shall be considered overtime.

17.04 Banked Time

All employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up to an aggregate annual maximum of eight (8) working days for all classifications.

Time off in lieu of overtime must be taken, unless otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non-union Supervisor. The employee shall signify her intention to bank time immediately upon completion of the overtime worked. Unless otherwise mutually agreed, any banked time left on December 31 each year must be either taken or paid out by January 31 of the following year.

17.05 All overtime must be authorized by an employee's Supervisor prior to working of such overtime, except in cases of emergency. In the case of an emergency, justification shall be provided to the Supervisor as soon as possible after the overtime was worked in order to obtain retroactive authorization.

17.06 Meal Allowance

Should an employee be required to work overtime beyond one (1) hour after a seven (7) hour tour of duty, when no prior notice of overtime has been given, the employee will be paid a meal allowance in accordance with the TBDSSAB Meal Allowance procedure and shall be allowed a twenty (20) minute paid meal break for each four (4) hours of overtime worked.

While employed at a district service location of the Employer (outside the City of Thunder Bay boundaries) the district employees shall be reimbursed for a lunch meal in accordance with the TBDSSAB Meal Allowance procedure when they are required to remain out of town over their lunch period.

17.07

Call-Out

Employees responsible for emergency shelter assistance shall be paid at time and one half (1 1/2X) for all hours worked when called out to provide emergency shelter assistance from the end of their scheduled work day up to 11:00 p.m. And for call outs between 11:00 p.m. to 6:00 a.m. an employee who is called out shall be paid a minimum of three (3) hours at time and one half (1 1/2X).

Any other employee who has completed a regular day's work and leaves the place of work and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid at time and one half (1 1/2X) the employee's basic hourly rate for a minimum of three (3) hours and shall resume regular straight hours for the balance of their regular shift.

The provisions of this section shall not in any way restrict the Employer from contracting out any repair work as determined by the Employer as has always been done in the past.

In the event a second call-out occurs within the three (3) hour window of the first call-out, the employee will only be paid at time and one half (1½) for actual hours worked in excess of three (3) hours. Any call out that occurs three (3) hours after the first call out shall entitle the employee to an additional three (3) hours minimum call out payment of three (3) hours at time and one half (1½).

ARTICLE 18 VACATIONS

18.01 In this Article reference to permanent employees shall include employees who have not yet completed the probationary period in a permanent position.

18.02 Vacation Entitlement – Permanent Employees

All permanent employees:

- a) with one (1) year or more of continuous service shall earn ten (10) working days annual vacation with pay.

- b) with two (2) years or more of continuous service shall earn fifteen (15) working days annual vacation with pay.
- c) with eight (8) years or more of continuous service shall earn twenty (20) working days annual vacation with pay.
- d) with sixteen (16) years or more of continuous service shall earn twenty-five (25) working days annual vacation with pay.

All permanent employees with sixteen (16) years or more of continuous service in addition to the annual vacation set forth in (d) above, shall earn (1) additional day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional vacation days, for example:

Years of Continuous Service	Maximum Days Annual Vacation Earned	Additional Vacation Days Earned
17	25	1
18	25	2
19	25	3
20	25	4
21	25	5
22	25	6
23	25	7
24	25	8
25	25	9
26	25	10

18.03 Vacation – Permanent Part-Time

Permanent Part-Time employees shall have their annual vacation time and pay pro-rated based on their normal full-time equivalent.

18.04 Choice of Vacation Period

Vacation planners shall be posted by the first working day in January each year and the first day of October each year and employees shall indicate their

preference of vacations on the vacation planner in order of seniority by March 1st for the period covering April 1 to December 31 and by December 1st for the period of January 1 to March 31.

Vacation periods for permanent employees will be approved on the basis of seniority by classification within a Department and/or if necessary by Division, provided that in the Employer's judgement there shall remain a sufficient number of employees in the Department qualified and available to perform the work of the Department and/or if necessary by Division.

The approved vacation schedule shall be posted by March 15th, for the period of April 1 to December 31, and December 15th for the period of January 1 to March 31 and shall not be changed, other than when operational needs require, unless mutually agreed upon by the employee and the Supervisor. Where staffing levels permit and at the discretion of the Supervisor, employees having three (3) or more weeks of vacation entitlement shall be entitled to receive a maximum of four (4) of those weeks in an unbroken period.

Where an employee has not indicated her choice by March 1st or December 1st she shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of the Supervisor.

- 18.05 (a) When an employee is qualified to receive paid sick leave substantiated by a Doctor's certificate, nurse practitioner's certificate, or dentist's certificate or is in receipt of Workers Safety and Insurance Act benefits during her period of scheduled vacation, those days of scheduled vacation shall, with the consent of the Supervisor, either be added to the end of the vacation period or reinstated for use at a later date.
- (b) In the event an employee is on vacation and would otherwise be eligible for Bereavement Leave under Article 23.08, those days scheduled as vacation

can either be added to the end of the vacation period or reinstated for use at a later date.

18.06 Pro-Rating Vacations

Entitlement to vacation with pay will be reduced proportionately for permanent employees by the extent to which an employee was on unpaid leave of absence as per clause 23.01 beyond one (1) calendar month or, Union leave beyond two (2) calendar months, or laid off beyond two (2) calendar months, and for each continuous calendar month thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

18.07 An employee will not be permitted to carry over her vacation entitlement from one (1) year to the next and will be paid out after December 31 for vacation entitlement that was not used as a result of illness or WSIB absence or otherwise.

If an employee is in receipt of LTD Benefits on December 31st, he/she shall be paid out their earned vacation up to the first date of their LTD leave. For the balance of the employees' LTD leave, they will not accrue vacation pay. In accordance with Article 20.02, service and seniority shall accrue for the purpose of vacation entitlement during the entire period of their LTD leave. Upon return from their LTD, at any time throughout the year or if the Employee returns at the beginning of the following year or any subsequent year, the Employee will have a full year of vacation entitlement with pay added to their bank and will return to their normal vacation entitlements.

18.08 A permanent employee who has completed less than one (1) year of continuous service and who has ceased to be employed shall be paid in accordance with the Employment Standards Act.

18.09 A permanent employee who has completed more than one (1) year of continuous service and who has ceased to be employed shall receive

outstanding vacation pay earned in the prior year and vacation pay earned on a pro-rated basis for the year in which the employment ceases.

18.10 Temporary Employees – Vacation Pay

Temporary employees shall receive vacation pay each pay period in accordance with the provisions of the Employment Standards Act.

18.11 Temporary Employees – Vacation Leave

Temporary employees shall receive vacation leave in accordance with the provisions of the Employment Standards Act. Such vacation leave shall normally be approved or assigned by the Supervisor after March 1st.

18.12 An employee other than a permanent full-time or part-time employee who is terminated will be paid out any outstanding vacation pay in accordance with the Employment Standards Act.

ARTICLE 19 PAID HOLIDAYS

19.01 The following Paid Holidays, regardless of when they fall, will be granted with pay to all permanent full-time and permanent part-time employees who have completed thirty (30) calendar days of continuous service.

Easter Monday	Good Friday
Canada Day	Victoria Day
Labour Day	Civic Holiday
Family Day	Thanksgiving Day
Christmas Day	Half Day (1/2) before Christmas
New Year's Day	Half Day (1/2) before New Years
Boxing Day	

and, any other Statutory Holiday proclaimed by the Federal or Provincial Government.

A permanent employee shall be granted two (2) float days with pay in lieu of the following statutory holidays: National Day for Truth and Reconciliation and

Remembrance Day. The two (2) days of time off will be pro-rated based on their full-time equivalent.

19.02 Rate of Pay for Holiday

Payment for such holidays shall be based on the rate being paid to an employee on the regular work day immediately preceding a Paid Holiday.

19.03 Holiday Deemed to be Paid

Employees on STD, LTD or WSIB will not be paid Holiday pay. Employees on unpaid leaves of absence or EI Sick Leave benefits beyond one (1) calendar month will not be paid Holiday pay.

19.04 Compensation for Working on the Holiday

If an employee works on one of the above-named Paid Holidays, she shall receive pay for the day, plus payment at double time for the hours actually worked or equivalent time off with pay in lieu thereof. It is agreed that time off will be taken within the three (3) month period immediately following the Paid Holiday.

19.05 Working Day Before and Day After

In order to be entitled to payment for a Paid Holiday, an employee must work all of her last regularly scheduled day of work before the Paid Holiday and all of her regularly scheduled day of work after the Paid Holiday, unless the employee is ill, on authorized vacation or an authorized leave of absence.

When any of the above-named Paid Holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer. Should Christmas or New Years Day fall on a Sunday or Monday, time off in lieu of the half (1/2) day before Christmas and New Years Day will be provided.

When one of the above-named Paid Holidays falls during an employee's approved vacation period, she shall be allowed an extra day's vacation.

19.06 Holidays Falling on Saturday or Sunday

When any of the above-named Paid Holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Collective Agreement.

ARTICLE 20 SENIORITY AND SERVICE

20.01 (a) Seniority shall operate on a bargaining unit wide basis as set out in this and other provisions of this Collective Agreement.

(b) Service and seniority for permanent full-time employees shall mean length of continuous employment from the most recent date of hire as a permanent full-time employee subject to the completion of the probationary period. In addition, permanent full-time employees will be given seniority credit for all hours worked as a temporary employee.

(c) Service and seniority for permanent part-time employees shall mean length of continuous employment from the most recent date of hire as a permanent part-time employee subject to the completion of the probationary period. In addition, permanent part-time employees will be given seniority credit for all hours worked as a temporary employee.

(d) An employee's service and seniority shall be retained by the employee in the event that employee moves to a permanent full-time position from a permanent part-time position or vice versa or in the event a permanent employee accepts a temporary bargaining unit position.

(e) Temporary employees shall accrue seniority but not service. Temporary employees may not use their seniority for bidding purposes until they have obtained 595 hours of seniority. Such seniority may be used for the sole purpose of bidding on job postings while actively employed. A temporary employee who is terminated and subsequently rehired within twelve (12)

months from termination, shall have their previously accumulated seniority restored.

(f) Students shall not accrue service or seniority.

20.02 Service and seniority shall accrue if a permanent employee's absence is due to disability resulting from WSIB, STD or LTD subject to other provisions of this Collective Agreement.

20.03 An employee shall lose all seniority and service and will be deemed terminated if she:

- a) resigns or retires;
- b) is discharged or terminated and is not reinstated through the Grievance Procedure or Arbitration Procedure;
- c) has been laid off and fails to return to work within ten (10) working days of a written notice of recall given in accordance with clause 21.03(g)
- d) fails to report to work or return to work upon termination of an authorized leave of absence within five (5) working days unless a reason acceptable to the CEO is given in writing;
- e) accepts gainful employment while on a leave of absence without first obtaining the consent of the CEO in writing;
- f) is in receipt of LTD benefits for forty-eight (48) months; This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code;
- g) has been laid off for twenty-four (24) months.

20.04 Seniority List

A revised seniority list shall be forwarded to the Union Secretary of Local 87 and shall be posted on the designated bulletin board at each service location by April 1st and October 1st of each year. Challenges and corrections may be made within thirty (30) days of posting each year.

20.05 In the event a permanent employee covered by this Collective Agreement is placed into a position beyond the scope of this Collective Agreement and later returns to a position within the scope of this Collective Agreement, such employee shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in the position outside of the Collective Agreement, provided the employee concerned returns to a position within the scope of the Collective Agreement within a period of twelve (12) months. In the case of temporary placements caused by illness, injury, or Pregnancy or Parental leave such time periods may be extended upon mutual agreement of the parties.

In the event a permanent employee covered by this Collective Agreement accepts a secondment to an Ontario Government Ministry, such employee shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in the secondment provided the employee concerned returns to a position within the scope of the Collective Agreement within the time frame mutually agreed to by the union and the Employer. These secondments shall be mutually agreed to between the Union and the Employer.

ARTICLE 21 LAY OFF AND RECALL

21.01 Notice of Layoff

- (a) The Employer will notify employees in writing two (2) working days prior to a scheduled layoff provided the employees affected have completed five (5) continuous working days of employment. In other instances, notice of layoff will depend on service as follows:

3 months or more, less than 1 year	= 1 week of notice
1 year or more, less than 3 years	= 2 weeks notice
3 years or more, less than 4 years	= 3 weeks notice
4 years or more, less than 5 years	= 4 weeks notice
5 years or more, less than 6 years	= 5 weeks notice

6 years or more, less than 7 years	= 6 weeks notice
7 years or more, less than 8 years	= 7 weeks notice
8 years or more,	= 8 weeks notice

If an employee is not scheduled to work the full notice period the employee will be compensated for the days on which work was not made available.

(b) Alleviating Layoffs

In order to alleviate a layoff of less than thirteen (13) weeks in a classification, the Employer may assign employees in reverse order of seniority to perform the duties of a lower paid job, but shall pay the classified employee her regular classified rate of pay while performing those other duties, regardless of the requirements of Article 22- Job Postings. A three (3) day familiarization period shall apply.

(c) No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to perform the available work with not less than a three (3) day familiarization period.

21.02 Layoff Procedure

(a) In the event of a Christmas shutdown at one or more service location or section, such shut down shall not be considered a layoff nor shall it trigger the right to bump. Affected employees shall have the option of using vacation entitlement or taking unpaid leave during a Christmas shutdown. Permanent employees shall not suffer any loss of paid holidays, service or seniority as a result of unpaid leave taken during a Christmas shutdown.

(b) In the event of a layoff in the affected classification(s) at the affected service location(s) employees shall be laid off in the reverse order of seniority. Temporary employees shall be released prior to the layoff of any permanent employee who is qualified, capable and immediately able to perform the work of the temporary employee. Permanent employees laid off may:

- accept the layoff or

- “bump” laterally or downward, a less senior employee provided the employee exercising the right to “bump” is qualified in relation to the posted requirements, capable and able to perform the available work and with a familiarization period of not less than three (3) days.
- (c) A permanent employee given notice of layoff will have ten (10) working days from receipt of notice of layoff to inform her Supervisor in writing of her desire to accept the layoff or to “bump”. An employee failing to do so will be deemed to have accepted the layoff.

21.03 Recall Procedure

- (a) The posting procedure in this Collective Agreement shall not apply until the recall process has been complied with.
- (b) When an employee has been laid off the employee shall be recalled to the service location where she worked at the time of layoff, in order of seniority provided the employee is qualified in relation to the posted requirements, capable and immediately able to perform the available work.
- (c) Once recalled to any permanent position in the same classification in the service location from which the employee was laid off, for which she is qualified in relation to the posted requirements, capable and immediately able to perform the available work, the employee is no longer considered to be on recall. If the employee elects not to accept the position she will be deemed to have quit.
- (d) If no permanent opportunities exist in the service location from which the employee was laid off, a permanent employee will be offered available permanent or temporary opportunities in other service locations provided the employee is qualified in relation to the posted requirements, capable and immediately able to perform the available work. Permanent employees may, subject to Article 20 clause 20.03, elect to accept or reject such opportunities without affecting their recall rights.

- (e) In the event of a permanent layoff a permanent employee who bumps into or is recalled to work in a different classification in the same service location from which she was laid off shall have the privilege of returning to the classification she held prior to the layoff should it become reinstated/vacant within twelve (12) months of being bumped or being recalled if the employee so chooses. Should the employee reject the offer she will no longer qualify under this clause.

- (f) In the event of a permanent layoff a permanent employee who bumps into or is recalled to work in a different service location from which she was laid off shall have the privilege of returning to any classification at the service location where she worked prior to layoff should a classification for which the employee is qualified in relation to the posted requirements, capable and immediately able to perform the available work becomes vacant within twelve (12) months of her being bumped or recalled if the employee so chooses.

- (g) The Employer shall notify a laid off employee and the Union of the recall including the position to which the laid off employee is eligible to be recalled and the location, time and date the laid off employee is to report to work. Such notification shall be a minimum of ten (10) days in advance and in writing. Notice of recall shall be by registered mail with delivery to the address recorded with the Employer as the place of residence of the employee.

ARTICLE 22 JOB POSTINGS

22.01 Permanent Vacancies

Where a permanent vacancy exists or a new permanent position is created, such vacancy shall be posted on a Friday closing the following Friday at 4:30 p.m. and shall appear on the Employer's website, and shall be emailed to all employees via the Employer's group email distribution. The posted period may be extended to two weeks at the Employer's discretion. The posting shall state the position title, number of vacancies, the start date if known, the salary

range or rate, position description and qualifications and any special conditions of employment.

The Employer will within five (5) working days of the position being accepted, post a notice on the bulletin board at each service location and via email to employees with the name of the successful candidate. At the same time, a copy of such notice will also be sent to the Union.

22.02 Criteria for Determining Successful Applicant

When considering applicants to job postings, preference will be given according to seniority provided that the skill, competence, efficiency, and reliability of the applicants meet the qualifications set forth in the position description.

Where an employee accepts a permanent or temporary position in a district service location such employee shall not be able to bid on any vacancy in another service location for a period of twelve (12) months or in the case of a special project, the length of the project unless otherwise agreed by the parties.

22.03 The Employer shall have the discretion to fill any posted vacancy on a temporary basis until the posting procedure has been completed. It is agreed that any decision or confirmation of the appointment or non-appointment of an applicant, if from within the bargaining unit, will normally be made within fifteen (15) working days after the posting closes. In cases where a successful applicant is delayed from starting in the new position, the appropriate rate of pay for the new position will be paid commencing the later of the proposed start date, or four (4) weeks after the offered position is accepted unless a grievance is in progress.

The successful applicant will be allowed three (3) working days in which to accept or reject the position offered.

- 22.04 (a) Vacancies may be simultaneously posted and advertised externally, however, no outside applicants shall be considered until all bargaining unit seniority holders who have submitted an application within the timelines outlined in the posting have been considered.
- (b) The Employer shall have the discretion to select internal candidates to fill any subsequent temporary vacancy that may be created as a result of a job posting providing the following criteria are met:
- a) the Employee had applied for the original job posting;
 - b) the temporary vacancy is at the same classification as the original posting;
 - c) the Employee is the most senior qualified employee in the pool of candidates who had applied for the initial vacancy.
 - d) In the event that there are no qualified candidates in the candidate pool, the employer has the ability to pull a candidate from a posting of the same position and status, that was posted within the last 3 weeks.

22.05 Temporary Vacancies and Temporary Employees

Temporary vacancies which are expected to be less than eighty-five (85) working days in duration will be filled at the discretion of the Employer. Temporary employees will not work more than eighty-five (85) working days in any one assignment unless agreed to by the Union and the Employer.

Temporary vacancies which are expected to exceed eighty-five (85) working days will be posted and filled in accordance with this Article.

Upon completion of a temporary vacancy, a permanent employee will be returned to the same position held prior to the temporary assignment.

Upon completion of the temporary assignment, a temporary employee will be terminated on the date specified at the date of hire or where no termination date was specified at the date of hire, the temporary employee will be given notice of termination in accordance with the Employment Standards Act.

22.06

Trial Period

Where a permanent employee is the successful applicant to a posting, the employee will serve a trial period of 455 hours of regularly scheduled work in the position. Extension of the employee's trial period shall be by mutual agreement of the parties.

During the trial period an employee will receive any required orientation and familiarization to her new position.

During the trial period the employee may elect to return or may be returned by the Employer to her previous position and wage rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and wage rate, without loss of seniority.

An employee who elects to return to her previous position during her trial period cannot bid on another posted position within a one (1) month period of exercising her right to return.

ARTICLE 23 LEAVE OF ABSENCE

23.01 The Employer shall grant a leave of absence without pay if an employee requests it in writing from the Supervisor and if such leave is for good reason and does not interfere with the efficient operations of the Employer.

23.02 The Employer shall grant a leave of absence with pay to an employee elected or appointed to represent the Union on matters regarding the Employer and the Union, or to represent the Union at a conference, convention or other related business provided that such leave shall not interfere with the efficient operation of the Division in which the employee works. It is agreed that the Employer will bill the Union one hundred percent (100%) for the cost of normal gross straight time pay plus twenty-five percent (25%) benefit and administration charges for such time.

23.03 Any employee who is elected or selected for a full-time position with the Union, or is elected to public office, shall be granted a leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years. Such leave may be renewed annually thereafter on request, during the term of office.

23.04 The parties agree that the Union President's leave will be governed by the provisions of clause 23.02 with the understanding that the Union will be billed one hundred per cent (100%) for the cost of normal gross straight time pay plus twenty-five percent (25%) benefit and administration charges for such time.

23.05 Any representative of the Union who is in the employ of TBDSSAB shall, while attending meetings with the Employer held within working hours, do so without loss of regular straight time hourly rate of pay for all such meetings called by the Employer.

During the period of leave of absence, the Union President may exercise her bidding rights with respect to vacant positions that are posted during the President's leave. In exercising this right, the President, if it is determined that she is the successful applicant, will be awarded the position and applicable pay rate in accordance with Article 29. The rate of pay for the new position will be effective two weeks after the Union President accepts the job offer. The trial period requirements of the position as defined in Article 22.06 of the Collective Agreement must be fulfilled in order to establish seniority rights to the position:

- a) when the President returns to active status from leave; or
- b) prior to a layoff; or
- c) prior to bidding on any other subsequent vacant positions.

23.06 The first ten (10) working days (in the aggregate) of union business leave with pay will be allowed each calendar year for employees who are elected Union officials for the purpose of Union training leave or for attendance at meetings

of the National and Ontario Divisions of CUPE, and Canadian Labour Congress and the Ontario Federation of Labour provided that such absence will not negatively affect the Employer operations and provided that the Employer retains the right to limit such leave up to two (2) employees at any one time.

23.07 Pregnancy and Parental Leave

Pregnancy, Parental and Adoption leave shall be granted in accordance with the Employment Standards Act.

Where the duties of a pregnant employee's position cannot reasonably be performed by her or her work is materially affected by the pregnancy or working conditions are found hazardous to the unborn child or pregnant employee, the Employer shall require that the employee commence a leave of absence pursuant to the provisions of the Employment Standards Act. However, on request an employee shall be transferred laterally or downward if all of the following conditions are met:

- a) the need to fill a vacancy exists;
- b) the employee is fully qualified;
- c) the employee is able to perform the work immediately without training;
- d) the employee is otherwise entitled to by virtue of seniority.

Upon return from pregnancy, parental or adoption leave, the employee will be returned to her original position. If the original position no longer exists, then a placement will be made in accordance with this Collective Agreement's "bumping" procedures and/or the Employment Standards Act.

Pregnancy SUB Leave Plan

Effective following any required approval by Human Resources and Social Development Canada (HRSDC) of the Employer's Supplemental Unemployment Benefit Plan (SUB), a permanent employee who is on pregnancy leave and who is in receipt of Employment Insurance Maternity benefits pursuant to the Employment Insurance Act shall be paid a

supplemental employment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the computer report from the Commission to verify that the employee is receiving Employment Insurance Maternity benefits or other earnings. For a part time employee the regular weekly earnings shall be determined using the fifteen (15) weeks prior to the commencement of her leave.

The Employer will pay seventy-five percent (75%) of regular weekly earnings for the one (1) week Employment Insurance (EI) waiting period.

For greater clarity, an employee on maternity/parental leave shall be entitled to the following:

Week 1:

1 week waiting period (75% of wages paid by Employer)

Week 2-16:

15 week's maternity leave (75% top up paid by Employer)

Week 17-51:

35 week's Parental leave (unpaid) (Employee may opt to extend to 61 weeks)

Week 17/52/78 (or upon the end of the leave):

1 week waiting period (75% paid by Employer)

The Employer may grant an extended leave without pay or benefits for a period of up to three (3) months provided that such leave is for good reason and does not unreasonably interfere with efficient operations.

23.08 Bereavement Leave

- (a) The Employer shall grant an employee up to five (5) working days leave with pay in the event of a death of a member of the employee's immediate family. The immediate family shall be interpreted to be: Mother, Father, Spouse

(including same sex or common law), Child, Brother and Sister provided the employee notifies her Supervisor.

- (b) The Employer shall grant an employee up to three (3) working days leave with pay in the event of a death of a member of the employee's extended family. The extended family shall be interpreted to be: Step Mother, Step Father, Step Child, Mother-in-Law, Father-in-Law, Sister-In-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, Grandchild, Grandparents, Grandparents-in-law and former legal guardian, provided the employee notifies her Supervisor.
- (c) An additional two (2) working days leave will be allowed as travelling time where the burial takes place outside of the District of Thunder Bay.

23.09 Funeral Leave

The Employer shall grant up to one (1) working day leave with pay for an employee to attend a funeral except where an employee qualifies for a leave as provided for in clause 23.08, provided the employee concerned notifies and obtains the approval of the Supervisor.

23.10 Jury Duty or Witness Service

An employee who is called to serve as juror or who is subpoenaed as witness in legal proceedings:

- a) shall be granted a leave of absence for such purpose provided that the employee notifies the Employer immediately when the employee receives notification that she will be required to attend a legal proceeding and provided that on completion of the jury or witness service such employee shall present to her Supervisor a satisfactory certificate showing the period of such service;
- b) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone her Supervisor for instructions respecting her return to work and shall, upon receiving such instructions, comply with same; and
- c) shall be paid her regular wages at her regular rate of pay and for the number of hours regularly worked for the period of such jury or witness service; provided that she shall remit to the Employer the full amount

of payment received in the performance of such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work days with the Employer or any monies received for meal allowance or travelling allowances.

If any employee is requested to attend a legal proceeding as a witness in relation to the lawful execution of duties on behalf of the Employer on what would be a normal day off or during working hours, the Employer agrees to pay the employee her regular wages at her rate of pay and for the number of hours regularly worked in a day for each day that the employee is required to attend.

ARTICLE 24 CONTRACTING OUT

24.01 Whenever it becomes necessary for the Employer to contract out work regularly performed by the employees covered by this Collective Agreement, such contracting out shall not result in the lay-off of any employee within the bargaining unit.

For the purposes of this Article, with respect to permanent full-time employees and permanent part-time employees who have attained seniority, the term "layoff" is defined as a reduction in the hours of work.

For the purpose of this Article, for other than permanent full-time and part-time employees who have attained seniority, the term "layoff" is strictly defined as termination of employment from the Employer.

ARTICLE 25 AUTOMATION AND TECHNOLOGICAL CHANGE

25.01 When it is within the Employer's jurisdiction and control, the Employer shall give the Union six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on manpower requirements.

When it is not within the Employer's jurisdiction and control, the Employer shall give the Union as much advance notice as reasonably possible of any decision to introduce major changes in plant, equipment or work methods which will have an adverse effect on manpower requirements.

Permanent employees who may be displaced from their job by virtue of automation or technological change will be given the opportunity to fill other positions in accordance with the Layoff and Recall provisions of this Collective Agreement.

ARTICLE 26 HEALTH AND SAFETY

- 26.01 A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members. The Joint Occupational Health and Safety Committee shall hold meetings on a regular basis, for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing, and recommending improvements to Health and Safety conditions and practices. Minutes shall be taken at all meetings by the Employer and copies shall be sent to appropriate Employer and Union representatives including a copy to the CUPE Local 87 office.
- 26.02 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at her regular rate of pay without deduction from sick leave.
- 26.03 Transportation to the nearest physician or medical facility for employees requiring medical care following an accident shall be provided by the Employer.
- 26.04 During the lunch period, the Employer will provide suitable lunch and washroom facilities.

26.05 First Aid Kits will be placed at appropriate work sites.

26.06 No employee shall be permitted or asked to perform any duty that may cause danger to her life or her safety.

ARTICLE 27 MEDICAL, HOSPITAL, DENTAL AND GROUP LIFE INSURANCE PLANS

27.01 All benefits set out in this Article are available only to permanent full-time and permanent part-time employees. In this Article reference to permanent full-time employees shall include employees who have been hired to a permanent full-time position but have not yet completed their probationary period and, reference to permanent part-time employees shall include employees who have been hired to a permanent part-time position but have not yet completed their probationary period.

27.02 Extended Health Care (EHC)

The Employer agrees to contribute one hundred per cent (100%) of the billed premiums covering the following plans for all employees who are eligible to enrol under the terms of the following plans:

- a) semi-private ward accommodation (effective on the first day of the third continuous month of employment).
- b) Blue Cross Extended Health Care benefits, or equivalent, on the basis of \$15.00 single - \$25.00 family deductible (effective on the first day of the seventh continuous month of employment).

27.03 Dental

The Employer will contribute one hundred per cent (100%) of the billed premium Blue Cross Dental Plan No. 9 benefits, or equivalent, payable on the basis of the current years' O.D.A. schedule for all employees who are eligible to enrol under the regulations of the aforesaid plan (effective on the first day of the seventh continuous month of employment).

27.04 The Employer agrees to contribute to the costs for replacement or repair of dentures for an employee on a 50/50 shared basis up to a maximum of

three hundred dollars (\$300.00) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all employees who are eligible to enroll in the plan referred to in clause 27.02.

27.05 Group Life Insurance

The Employer agrees to contribute one hundred per cent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees eligible to enrol in the plan commencing on the first day of the thirteenth continuous month of employment.

27.06 Vision Care

In lieu of the employment insurance rebate for sick leave plan provisions the Employer shall contribute one hundred per cent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs and contact lenses, Laser Eye Surgery) up to a total amount of four hundred (\$400) effective April 1, 2025 and four hundred and fifty (\$450) effective January 1, 2027 for a qualifying employee and their spouse and dependent children) in a period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination commencing on the first day of the seventh continuous month of employment. Sunglasses or eyeglasses for cosmetic purposes are not included. The Employer agrees to pay the cost of an eye examination to a maximum of one hundred and twenty-five dollars (\$125.00) every 24 consecutive months.

27.07 Effective the first day of the second month following ratification of this Collective Agreement by both parties, the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician, and dental recall will be every nine (9) months.

27.08

Participation in Plans

All permanent full-time and all permanent part-time employees as a condition of employment shall participate in the above plans and will be subject to the following conditions:

The provisions of the benefit plans referenced in clauses 27.02, 27.03, 27.04, 27.05, 27.06 and 27.09 (b) and payment of premiums will cease and/or will not be available to an employee, as the case may be, when the employee:

- a) resigns; or
- b) is terminated or discharged; or
- c) is laid off beyond one (1) calendar month; or
- d) is on extended leave of absence beyond one (1) calendar month; or
- e) is 65 years of age; or
- f) reaches the date upon which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- g) can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- h) having reached at least age sixty-five (65), can no longer contribute to the OMERS pension plan.

Coverage will cease and/or will not be provided as soon as any one of the listed conditions applies.

27.09

OMERS

- (a) Every permanent full-time employee, including a permanent full-time employee who is hired to a permanent full-time position but has not yet completed her probationary period, as a condition of employment, shall join the Ontario Municipal Employees Retirement System (OMERS). All others who meet the eligibility criteria as outlined in the Pension Benefits Act (PBA) will be given the option to join OMERS.

The Employer agrees to provide a Supplementary Pension, Type I, payable in full at sixty-five (65) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two

per cent (2%) of the employee's highest average sixty (60) consecutive months' earnings multiplied by her years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.

(b) Retiree Benefits

An employee who, under the most current OMERS qualifying service provision, retires with a reduced or unreduced early retirement pension, will receive Semi Private and Extended Health Care benefits, premiums one hundred (100%) employer paid, from the date of retirement until these benefits cease in accordance with the sooner of clause 27.08 e), f), g), or h) herein.

Effective the first day of the second month following ratification of this Collective Agreement by both parties, the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician.

27.10 The Employer may change benefit carriers at any time provided the benefits provided for under this Collective Agreement remain at least equivalent to those presently in effect. The Union will be provided as much advance notice as possible (in writing) in advance of a change of benefit carriers.

27.11 Temporary employees shall have ten percent (10%) added to their straight time hourly rate in lieu of all benefits paid to permanent full-time employees. The in lieu of benefit payment shall include paid sick leave, holiday pay and employee health and group benefits. It is understood that this additional amount does not form part of the regular straight time hourly rate of pay for calculating overtime premiums or any other monetary premium found in this Collective Agreement.

**ARTICLE 28 SICK LEAVE PLAN (STD) AND LONG TERM DISABILITY (LTD) AND
WORKPLACE SAFETY AND INSURANCE BENEFITS (WSIB)**

28.01 (a) All benefits set out in this Article are available only to permanent full-time and permanent part-time employees.

(b) Sick Leave Plan

The Employer agrees to provide an insured sick leave plan (STD) for eligible employees, which will provide sixty-six and two thirds percent (66-2/3%) of normal gross straight time pay, taxable from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and for long term disability, provided the employee has completed the probationary period in their permanent position, thereafter in the amount of seventy-five percent (75%), taxable, of an employee's normal straight time pay, inclusive of any Workplace Safety and Insurance Benefits and Canada Pension Plan disability benefit (exclusive of dependent benefits).

The parties agree, that notwithstanding Article 28.01 (b), an employee who is unable to report to work due to illness beyond 2 days, may elect to use the balance of their non-cumulative casual sick days without applying for Short Term Disability. It is agreed that should an employee be off for more than 3 consecutive days, he/she must provide a medical certificate at his/her cost, for the 4th and subsequent day of absence. It is agreed that the employee will submit the medical certificate upon return to work.

STD and LTD will be available, and/or coverage will be provided until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or

- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

The Employer will grant all permanent full-time employees nine (9) non-cumulative casual sick days and permanent part-time employees a pro-rated number of days based upon the employee's full-time equivalency at the beginning of each calendar year (or a pro-rated amount based on one and a half (1.5) days for each two (2) months of service in the event the employee commences employment during the year.

Employees may use their non-cumulative sick leave credits to provide benefits for the first and second day of illness where the insured plan does not pay benefits, or may use the credits for medical appointments or to care for ill family members as defined in clause 23.08 or for family elder care.

- (c) The insured sick leave plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process a STD and/or LTD claim.
- (d) In the event of a delay in payment from the carrier, at the request of the employee the Employer shall provide an advance of up to four (4) weeks of the approved amount due, on the pay day(s) that the delay occurs. Such payment shall only be required if the employee first provides the Employer with written confirmation that the advance will be repaid, whether the carrier has approved the employee's claim or not, and with written authorization permitting the Employer to deduct the advance through payroll deduction from the employee's pay immediately following the employee's return to work if the advance remains outstanding at that time.
- (e) The Employer's obligation in respect of any benefits under Article 28 is limited to payment of premiums. In the event of a denial of payment of an STD/LTD benefit, the Employer will arrange a meeting with a representative of Human

Resources, the employee concerned (if available) and a representative of the Union to rectify and/or explain the reason(s) for the denial.

28.02 Proof of Illness

Every employee claiming non-cumulative casual sick days or sick pay credits may be required, at the discretion of the Employer, to furnish a certificate signed by a qualified medical practitioner, chiropractor, or dentist, certifying that during such period, such employee was unable to perform her duties due to personal illness. The cost of such certificate will be the responsibility of the Employer.

28.03 Employees in receipt of Long Term Disability (LTD) benefits shall receive an increase to those benefits of either:

(1) the average percentage increase negotiated by the Union for its members;

or

(2) the annual all Canada (C.P.I.) increase whichever is lesser, up to a five per cent (5%) annual maximum increase.

28.04 Workplace Safety and Insurance

Subject to the provisions listed below, Workplace Safety and Insurance Act benefits payable to union members will be paid directly from the Workplace Safety and Insurance Board (WSIB).

a) If the return to work date is confirmed to be three (3) days or less from the date of injury, the Employer will have the discretion to pay the employee directly at one hundred percent (100%) of normal gross straight time pay.

b) If the return to work date is unknown or greater than three (3) days from the date of injury, the member will be paid WSIB benefits directly from WSIB.

ARTICLE 29 JOB CLASSIFICATIONS AND WAGE RATES

29.01 The job classifications and wage rates as set forth in Schedule "A" attached to this Collective Agreement form part of this Collective Agreement.

29.02 Higher Classification

An employee who is temporarily assigned to perform the duties of another employee in a higher paid classification shall receive her regular rate of pay plus \$1.50 per hour on commencement of duties.

29.03 (a) A permanent employee who is promoted into a classification in a higher pay group will be paid at the step closest to the rate that she was receiving immediately prior to promotion, but not less, and the anniversary date shall be the date of the appointment.

A permanent employee who is reclassified to a higher pay group will be paid at the step closest to the rate that she was receiving immediately prior to promotion, but not less, and the anniversary date shall be the last recorded anniversary date.

(b) A permanent employee who bids or bumps into a lower paid classification, or is demoted for disciplinary reasons, will be paid in the lower pay group at the closest step to her rate of pay before the transfer with no change in anniversary date.

An employee whose position is reclassified downwards shall continue to receive her current rate of pay. However, her rate of pay will be "red-circled" until the closest rate of pay in the lower group exceeds the red-circled rate. When the closest rate exceeds the red-circled rate, the employee will receive the lower grouping rate of pay which exceeds her own, and will no longer be red-circled.

- (c) A permanent employee who bids or bumps into a classification in the same pay group as she is currently in shall receive her same rate of pay with no penalty or step reduction nor change in her anniversary date.
- (d) A new employee will receive the rate of pay at the first step of the appropriate pay group into which the employee is hired and the anniversary date for step increment purposes shall fall on the date of the appointment.

A permanent or temporary employee who is promoted into a classification in the same pay group or a higher pay group will be paid at the step closest to the rate they were receiving immediately prior to promotion, but not less. The anniversary date, for purposes of future movement on the pay grid, shall be the date of the appointment.

- (e) An employee whose position is scoped into the bargaining unit will maintain her current rate of pay and anniversary date until a new rate of pay is established. The employee will be paid the new rate of pay effective thirty (30) days following the date the rate is established. Any increase in established rates of pay shall be retroactive to the date the position was scoped into the bargaining unit.

29.04 New Classifications

Where a new classification is established which is covered by the terms of this Collective Agreement or fundamental or functional changes are made to an existing job description, the Employer will notify the Union of such new classification or changes. The Joint Pay Equity Maintenance Committee will meet to review the position in accordance with the Letter of Understanding on Pay Equity Maintenance. The Employer is committed to ensure the qualifications and major task duties are relevant to posted positions whether existing or newly created within the bargaining unit.

The Employer will assign a temporary wage rate to the new or changed classification and advise the Union. Where the Union does not agree with the

wage rate set by the Employer they may process the matter through the Grievance Mediation and/or Arbitration Procedure.

Nothing in this clause will prevent the Employer from posting and filling any vacant classification that is in the process of having its wage rate determined or amended. The final wage rate will be retroactive to the date the changes or new position came into effect.

ARTICLE 30 MISCELLANEOUS PROVISIONS

30.01 Employee Contact Information on File

It is the responsibility of an employee to ensure that the Employer has her proper contact information including email address, address and telephone number on record. Such information shall be provided in writing on the prescribed form as determined by the Employer. If an employee fails to do so, the Employer and the Union will not be responsible for failure of a notice to reach such employee. The Employer shall provide the Union with the name, address and telephone number and email address of its employees upon the written request of the Union.

30.02 Bulletin Boards

The Employer will provide a virtual and a physical bulletin board at Headquarters for the purpose of posting notices regarding Union meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union. Notices of a political or personal nature, or which are in the Employer's opinion detrimental to the Employer or its employees, will not be permitted to be posted.

30.03 Rules and Regulations

All employees covered by this Collective Agreement shall be governed by the rules and regulations as established by the Employer from time to time, with prior notice and discussion with the Union. Where such rules and regulations conflict with the provisions of this Collective Agreement, or are developed

and/or administered in an improper and/or unreasonable manner, such may become the subject matter of a grievance.

30.04 Disabled Employees

An employee covered by this Collective Agreement who is no longer capable of performing her full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans effecting employees, may be placed into a suitable position in the TBDSSAB if such is available without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union shall be notified in advance of placements made under this provision of the Collective Agreement.

30.05 May Be Amended By Mutual Agreement

This Collective Agreement may be amended during the lifetime of the Collective Agreement, and any amendments thereto shall form part of this Collective Agreement and be subject to the Grievance Procedure and Arbitration Procedure.

30.06 Tools and Protective Clothing

The Employer will supply to Custodians and Repairpersons work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.

30.07 Winter Outerwear

The Employer will supply appropriate winter clothing to all Custodians and Repairpersons who work outside.

30.08 Hepatitis B Vaccination

The vaccination against Hepatitis B will be available on a voluntary basis to those employees who, as a condition of employment, have a possible high exposure to body fluids. The Joint Health and Safety Committee will identify job functions with potential for high exposure to body fluids in order to

determine entitlement to the vaccination. Under these approved conditions, the employer will be responsible for such costs.

30.09 Clean-up Time

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before getting off duty.

30.10 Adverse Weather Conditions

The following provision shall apply to employees during adverse weather conditions necessitating closure of all highways, as declared by appropriate provincial or municipal authorities, between the employee's residence and place of employment, for the duration of the closure.

When an employee, through no fault of her own, is unable to report for work because of the above, such employee shall suffer no loss of pay or other benefits, nor shall she be required to make up, in any way, for time lost due to not reporting to work.

30.11 Legal Fees

Reimbursement of legal fees is available to all employees in accordance with the Employer's Insurance coverage in effect as of September 13, 2012. The Employer agrees to maintain this coverage.

ARTICLE 31 SALARY GROUPS - SCHEDULE "A"

31.01 Retroactivity on wages only will be paid to those employees on staff as of the date of ratification. Permanent full-time and permanent part-time employees who resigned or retired during the life of the Collective Agreement shall be entitled to retro pay subject to the Employer contacting the employee at the last known address on file. This obligation to pay former employees ends three (3) months after notice has been sent.

ARTICLE 32 TERM OF AGREEMENT

32.01 Duration

This Collective Agreement shall remain in force for a period of four (4) years from January 1st, 2025, until December 31st, 2028, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days before the date of its termination either party shall furnish the other with notice of termination, or proposed revision, of this Collective Agreement.

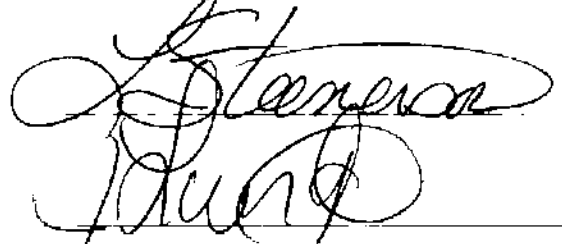
IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first below written.

Dated in Thunder Bay this 11 day of February, 2025.

FOR THE EMPLOYER


Greg Mackemul

FOR THE UNION


Stenerson

SCHEDULE "A"					
JANUARY 1, 2025 – DECEMBER 31, 2028 WAGE RATES					
SALARY GROUP	STEP	2025 (5% General Increase)	2026 (3% General Increase)	2027 (3% General Increase)	2028 (3% General Increase)
12	3	44.68	46.02	47.40	48.82
	2	40.34	41.55	42.79	44.08
	1	36.44	37.53	38.66	39.82
11	3	41.75	43.00	44.29	45.62
	2	37.71	38.84	40.00	41.20
	1	34.06	35.08	36.13	37.22
10	3	38.99	40.16	41.37	42.61
	2	35.24	36.30	37.38	38.51
	1	31.85	32.80	33.79	34.80
9	3	36.25	37.34	38.46	39.61
	2	32.76	33.74	34.76	35.80
	1	29.60	30.49	31.40	32.35
8	3	34.13	35.15	36.20	37.29
	2	30.86	31.78	32.74	33.72
	1	27.89	28.73	29.59	30.48
7	3	32.33	33.30	34.30	35.33
	2	29.23	30.10	31.01	31.94
	1	26.44	27.23	28.05	28.89
6	3	30.54	31.45	32.40	33.37
	2	27.61	28.44	29.29	30.17
	1	24.98	25.72	26.50	27.29
5	3	28.75	29.62	30.50	31.42
	2	26.02	26.80	27.61	28.43
	1	23.53	24.24	24.97	25.72
4	3	27.01	27.82	28.66	29.52
	2	24.42	25.16	25.91	26.69
	1	22.10	22.76	23.45	24.15
3	3	25.39	26.16	26.94	27.75
	2	22.98	23.67	24.38	25.11
	1	20.79	21.41	22.06	22.72
2	3	23.80	24.51	25.25	26.00
	2	21.54	22.19	22.85	23.54
	1	19.54	20.12	20.73	21.35
Students	Minimum wage in the Province of Ontario				

Schedule "A" – Classifications

Group 12	No classifications
Group 11	Information Services Specialist Network and System Administrator Server Administrator
Group 10	Addictions Counsellor Caseworker Community Caseworker Community Caseworker Bilingual Placement Support Worker Workshop Coach Transitional Outreach and Support Worker Child Care Worker Eligibility Worker Tenant Support Worker Procurement Specialist District Transitional and Tenant Support
Group 9	Accounting Analyst Repairperson
Group 8	No classifications
Group 7	Accounts Clerk Team Clerk District Team Clerk General Accounting Clerk Web and Help Desk Support Specialist
Group 6	Property Management Clerk Property Management Clerk Bilingual Housing Programs Clerk Custodian Dispatch Worker
Group 5	Intake Worker Intake Worker Bilingual Community Intake Worker Asset Management Clerk Placement Clerk Purchasing Clerk
Group 4	File Clerk Communications Clerk Communications Clerk Bilingual
Group 3	Distribution Clerk
Group 2	No classifications
Group 1	No classifications
Students	

**LETTER OF UNDERSTANDING
BETWEEN
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87**

Re: Pay Equity Maintenance

1. Purpose

- 1.1 The parties agree to the formation of a Joint Pay Equity (PE) Maintenance Committee composed of equal numbers of Union and Employer representatives, for the purpose of maintaining pay equity as required under the Pay Equity Act. The purpose of this agreement is to set down the terms of reference for this committee.

2. Joint PE Maintenance Committee Terms of Reference

- 2.1 The Joint PE Maintenance Committee will consist of three (3) members from the Union and three (3) members of the Employer.
- 2.2 The employer and the union shall each designate one of its representatives to act as co-chairperson.
- 2.3 The Joint PE Maintenance Committee shall meet once annually to review any new positions that have been created during the previous 12 month period or any fundamental or functional changes that have occurred to existing positions during the previous 12 month period.
- 2.4 Committee members shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
- 2.5 Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular committee member who is absent or unable to attend due to conflict of interest.

- 2.6 The union committee members and any alternates appointed by the union shall be considered to be on a duty assignment without loss of seniority for periods of time spent working on the committee.
- 2.7 Job rating decisions made by the Committee shall be final and binding on the parties, subject to the reconsideration procedure set out in Article 4.
- 2.8 Either party to the agreement may engage advisors to assist its representatives on the Joint PE Maintenance Committee. Any such advisor shall be entitled to voice but not to vote and shall not be considered a member of the committee.

3. Maintaining the Pay Equity Plan


- 3.1 The parties agree to utilize the job evaluation manual and rating process that was used to maintain the PE Equity plan in 2014 in response to the PE Commission's order (file #13-22204).
- 3.2 The parties agree that the job ratings for all jobs that were in existence as of December 31, 2015 are in full compliance with the Pay Equity Plan and that no further adjustments are required.
- 3.3 The employer shall disclose to the union any information that is necessary to make informed and complete decisions on maintenance from the period of January 1, 2016 and forward.
- 3.4 The Joint PE Maintenance Committee shall maintain job ratings on an ongoing basis. Any changes that could affect pay equity must be adjusted retroactively to the date on which the change occurred.

4. Job Rating Reconsideration Procedure:


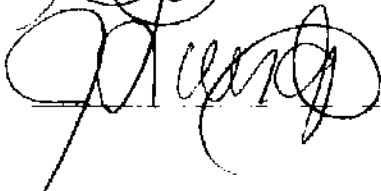
- 4.1 An employee may request a job evaluation review by completing and submitting a Reconsideration Form (Appendix A).
- 4.2 The Joint PE Maintenance Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the parties.
- 4.3 The committee shall inform both the incumbent(s) and the supervisor of its decision (Appendix B).

Dated in Thunder Bay this 11 day of February, 2025.

FOR THE EMPLOYER


Chris MacKenzie

FOR THE UNION

CUPE**RECONSIDERATION FORM****Incumbent's Name:****Job Title:****Job #:****Department:****Location:**

REASON FOR REQUEST:	INSTRUCTIONS:
<input type="checkbox"/> Creation of new job	Attach draft Job Analysis Questionnaire
<input type="checkbox"/> Six-month review of new job	Attach completed Job Analysis Questionnaire
<input type="checkbox"/> Change in job duties and/or responsibilities	Attach completed Reconsideration Request Form and Job Analysis Questionnaire
<input type="checkbox"/> Other	Please specify and explain below
EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:	

REQUEST INITIATED BY: Incumbent(s) Supervisor Employer Union**Signature:****Date:****NOTE: PLEASE SEND ORIGINAL TO JOINT PAY EQUITY MAINTENANCE COMMITTEE VIA HUMAN RESOURCES. HUMAN RESOURCES WILL FORWARD COPIES TO:** Incumbent(s) Supervisor Union

REVIEW DECISION FORM

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:

RATING RESULTS: No change Change

COMMENTS:

Employer Co-Chairperson:	Union Co-Chairperson:
Date:	Date:

Joint Pay Equity Committee/Human Resources to send copies to:

Incumbent(s) Supervisor Union

**LETTER OF UNDERSTANDING
BETWEEN
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87**

Re: Trillium Drug Plan (Without Prejudice or Precedent)

Whereas the parties have agreed to integrate the Employer's Drug Plan with Ontario Trillium Drug plan in order to cover any insured individual's drug costs above \$10,000; and whereas the parties want to ensure the integration of the plans provide seamless coverage to employees and their dependents, without employees incurring any additional costs:

Therefore the parties agree to the following:

1. Employees and their dependents will be eligible for reimbursement from the Employer's current plan in effect at the time of this Agreement, up to \$10,000 annually in prescriptions drugs per insured individual.
2. In order to accommodate employees and their dependents who may require prescription drugs over the annual maximum, the Employer has integrated the plan with Ontario's Trillium Drug Plan.
3. Employees will be reimbursed by the Employer's sponsored Group Benefit provider for the cost of their Trillium Deductible.
4. Employees will be required to submit their prescription drug expenses to the Group Benefit provider up to the level of their quarterly Trillium deductible. The Group Benefit provider will reimburse the employee within 15 days of submitting the documentation.
5. The Employer will facilitate an advance to an employee who requires financial assistance to cover the quarterly deductible. However, in doing so, the Employer cannot guarantee anonymity of the member, as employees in the Finance and HR departments will need to be involved to advance the funds. Any moneys advanced by the Employer will need to be reimbursed by the employee upon receipt from the Group Benefits Provider.
6. Once the employee has reached their Trillium Deductible, their pharmacists will submit prescription drug expenses to Trillium directly and will be reimbursed directly by Trillium.

7. Employees who require the use of drugs outside of the standard Trillium drug listing will be required to apply under Trillium's Exceptional Access Program.
8. Should the employee be refused coverage under the Exceptional Access Program, and if the drug would have been covered under the Employer's current drug plan, the Employer agrees to arrange for coverage of the cost of the prescription drug.
9. The Trillium Deductible is based on the family net income. However, the reimbursement from Trillium will begin as soon as any insured individual within the family reaches the \$10,000 maximum.
10. The Group Benefit Plan Provider will notify an employee when they are approaching 60% of the cap.
11. Employees are responsible to proactively complete the Trillium application in order to avoid delay in approval. The Employer and the Union, at the employee's direction, will assist and advise the employee in completing the Trillium application.
12. Employees are encouraged to coordinate their benefits with their spouse's group benefit plan if applicable. In doing so, there may not be a requirement for the Trillium Plan.
13. The Parties will develop a procedure for applying and assisting members or family members with the application process or any assistance dealing with the Ontario Trillium Drug Program (OTDP). This will include but not limited to developing a schedule of dates to apply and submit documentation to the OTDP.
14. Any cost associated with the completion of any forms required by OTDP or the Exceptional Access Plan or any other program sponsored by OTDP, will be paid by the Employer.
15. In the event that there are changes to the OTDP, or the Exceptional Access Program, that will adversely affect employees, Article 27.02 Extended Health Care will supersede this LOU.

This Agreement shall remain in effect for a minimum period of the duration of this collective agreement.

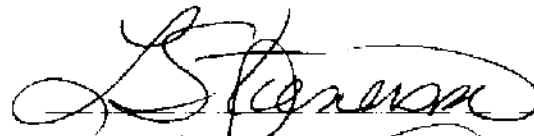
Dated in Thunder Bay this 11 day of February, 2025.

FOR THE EMPLOYER



Shari Macdonald

FOR THE UNION



L. Stinson

**LETTER OF UNDERSTANDING
BETWEEN
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87**

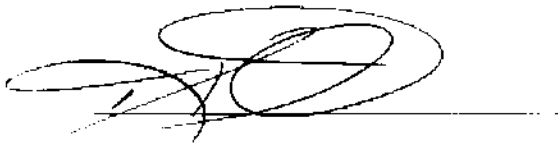
Re: French Language Services Act

As a result of the proclamation of the French Language Services Act which obliges the provision of services in the French language, the parties agree that it is the exclusive function of the Employer to designate bilingual positions as required to meet operational needs of the Employer.

In considering the designation of bilingual positions, the Employer will endeavour to ensure that the continuing opportunities for advancement of all employees are maintained.

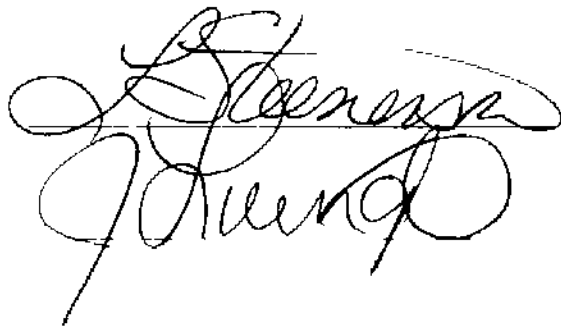
Dated in Thunder Bay this 11 day of February, 2025.

FOR THE EMPLOYER



Shen MacBain

FOR THE UNION



**LETTER OF UNDERSTANDING
BETWEEN
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87**

Re: Bed Bugs


The parties agree that if an Employee's primary residence becomes infested with bed bugs and such infestation is reasonably attributable to the Employee's performance of his or her duties for the Employer, the Employer shall:

- a) Permit the Employee to use up to 2 days with pay to deal with such infestation;
- b) Reimburse the Employee for spraying treatments of the Employee's residence, up to a total maximum of \$750 provided that the Employee submits an itemized receipt that clearly indicates that the Employee's residence was treated for bed bugs.

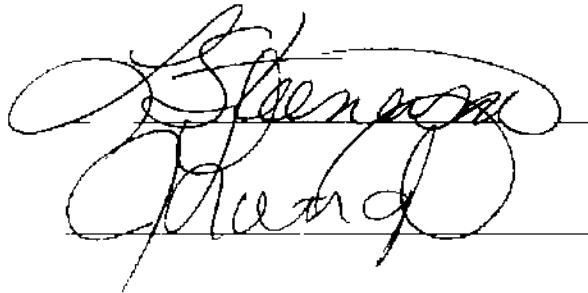
Each employee will be entitled to make a claim for the benefits pursuant to this Letter of Understanding only once during the calendar year.

Dated in Thunder Bay this 11 day of February, 2025.

FOR THE EMPLOYER


Don Mackenzie

FOR THE UNION


Steven