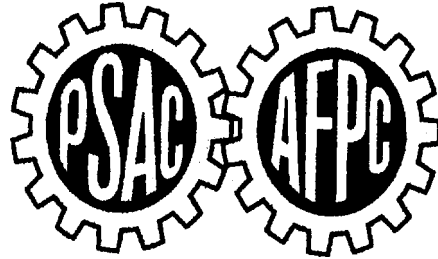


AGREEMENT BETWEEN



**THE PUBLIC SERVICE ALLIANCE OF CANADA
AND**



WEQUEDONG LODGE OF THUNDER BAY

RECEIVED
MAY 07 2002

EXPIRY DATE: AUGUST 31, 2004

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ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish an orderly and amiable relationship between Wequedong Lodge of Thunder Bay and the Union, and Employees.

ARTICLE 2

DURATION, RENEWAL, AND RETROACTIVITY

- 2.01** All provisions of this Agreement shall take effect on the date of ratification for a period of three (3) years.
- 2.02** Within four (4) months preceding the termination of this agreement, either party may, by written notice, require the other party to begin bargaining collectively with a view to the conclusion, or revision of this Collective Agreement.
- 2.03** This Agreement may be amended by mutual consent.

ARTICLE 3

INTERPRETATIONS AND DEFINITIONS

For the purpose of this Agreement:

- a) **“union”** means the Public Service Alliance of Canada, and the Local to which the members of this Bargaining Unit belong.
- b) **“continuous employment”** means uninterrupted employment with the Employer including all absences due to maternity leave and/or parental leave (up to fifty-two (52) weeks combined), and illness or injury as compensated by the Workplace Safety and Insurance Board.
- c) **“employer”** means the non profit society incorporated under the name of the Wequedong Lodge of Thunder Bay.
- d) **“employee”** means any person employed by Wequedong Lodge, but does not include a person who performs management functions, or is employed in a confidential capacity in matters relating to industrial relations.
- e) **“membership dues”** means the dues established by the Union and dues payable by its member as a consequence of their membership in the organization.

- f) **“relief employee”** means persons who have committed to be available to fill shifts on short notice, and work twenty hours, or less per week.
- g) **“part-time employees”** means persons who have part-time employment during the weekends or odd shifts, and work less than thirty (30) hours a week.
- h) **“full-time employees”** means persons who have employment for thirty (30) hours or more a week.
- i) **“spouse”** means a person of whom the person lives as a couple.
- j) **“regular hours”** means the employees’ normal work day.
- k) **“term employment”** means employment for a specified period of time.
- j) **“relief employment”** means irregular employment on an on-call basis as required by the Employer.
- k) **“special measures”** means an employee hired from a funding source outside of Wequedong Lodge’s core funding.
- l) **“lodges”** means either 228 South Archibald Street, or 189 North Court Street, or others as acquired by Wequedong Lodge of Thunder Bay.

ARTICLE 4

BARGAINING UNIT OR SCOPE OF AGREEMENT

- 4.01** The Employer recognizes the Union and its Local as the sole and exclusive Collective Bargaining Agent for all Employees of Wequedong Lodge of Thunder Bay, save and except the Executive Director, the Financial Administrator, and the Executive Assistant, and the Supervisor(s).
- 4.02** Employees within the Bargaining Unit shall not enter into any agreement with the Employer, or its representative, which conflicts with the terms of this Collective Agreement,
- 4.03** Employees receiving wages, or salary from the Employer, and who are not in the Bargaining Unit, shall not normally perform work performed by members of the Bargaining Unit who are available and qualified to do the work, except when necessary to train or instruct employees, or in the event of emergencies.

ARTICLE 5

UNION REPRESENTATIVES, UNION RECOGNITION

The Union shall obtain prior permission from an accredited representative of the Employer to be allowed access to the work premises for the purpose of investigating a grievance or a complaint by an Employee, or the Union. Such permission will not be unreasonably denied.

ARTICLE 6

APPOINTMENT OF UNION REPRESENTATIVES

- 6.01** The Union shall have the right to appoint, or otherwise select employees to act as Stewards to represent other employees in negotiations] and to assist other employees in the presentation of any grievance.
- 6.02** Employees who are otherwise appointed, or otherwise selected to act as a Steward on behalf of the Union have regular duties to perform. Therefore, such employee shall not leave his/her work to conduct any business on behalf of the Union or Employees without first receiving permission from his/her immediate Supervisor; such permission will not be unreasonably withheld. The Steward shall state his/her destination to his/her Supervisor (not to be off premises)] and shall report to his/her Supervisor at the time, or return to work. In return, the Employer will pay Stewards for any regular hours of work missed in direct dealings with the Employer as covered in Article 7. The Employer reserves the right to limit any Steward's absence from work for purposes of investigating a grievance, up to thirty (30) minutes per investigation. However, the Steward may be recalled due to an emergency.
- 6.03** The Union will keep the Employer advised of the names of Employees who act as Union Representatives in any capacity.
- 6.04** There will not be any union activity on the premises of the Lodge(s) without the permission of the Executive Director. The authorized representative of the Union may be permitted to enter the Lodge(s) for purposes of interviewing or discussion, concerns, or grievances with its members, or Stewards. Prior to such discussions, the Representative shall request permission from the Executive Director, or designate, which shall not be unreasonably denied. It is understood that the Executive Director, or designate shall designate the place for such discussions, The Executive Director, or designate, and the Union will mutually agree on the time of such meeting,

ARTICLE 7

TIME OFF FOR UNION BUSINESS

- 7.01** A Union Representative appointed under Article 6.01, shall not suffer any loss of pay as a result of undertaking the following responsibilities on behalf of the Union during regularly scheduled work time:
- a) investigating a grievance or complaint of an urgent nature;
 - b) attending scheduled meeting with Management to present a grievance;
 - c) attending a meeting of the Labour Management Relations Committee.
 - d) attending a hearing before the Canadian Industrial Relations Board concerning this Collective Agreement;
 - e) presenting the Union at a meeting called by Management;
 - f) attending meetings with a Conciliation Officer, or Conciliation Board under the Canadian Industrial Relations Board concerning this Collective Agreement.
- 7.02** An employee shall not suffer any loss of pay as a result of:
- a) attending scheduled meeting with Management to deal with a grievance filed by the Employee during Steps 1 and 2;
 - b) appearing as a witness for the Employer any Arbitration Hearing, or a Hearing of a Conciliation Officer, a Conciliation Board, or the Canadian Industrial Relations Board, or
 - c) appearing as a witness at a Hearing of a Conciliation Officer, a Conciliation Board, or the Canadian Industrial Relations Board, at the request of such Board.
- 7.03** An employee who is a grievor, or a witness for the Union shall be given Leave Without Pay to attend an Arbitration Hearing under Article 23.
- 7.04** An employee who is a witness at a Hearing of a Conciliation Officer, a Conciliation Board, or the Canadian Industrial Relations Board concerning this Collective Agreement other than under Article 23, shall be given Leave Without Pay to attend that portion of the Hearing necessary to give evidence

ARTICLE 8

NEGOTIATING COMMITTEE

- 8.01** The Employer will grant Leave Without Pay to a maximum of two (2) Employees for the purpose of attending contract negotiation meetings on behalf of the Union, providing schedules in advance, and agreed to by all parties. For all purposes besides pay, this time shall be deemed to be time worked by Employees.
- 8.02** If the Employee was granted Leave Without Pay to attend the initial contract negotiation meeting on behalf of the Union, the Employee, shall be granted Leave Without Pay in accordance with Article 8.01, to attend subsequent contract negotiation meetings. Leave granted under this Article shall be counted as hours worked for the purposes of seniority under Article 25, to a maximum of hours the Employee would have otherwise worked.
- 8.03** The Employer will provide continued pay to a maximum of (2) two Employee and will forward an invoice to PSAC for repayment to the Employer, for the pay of those Employees who are members of the Negotiations Committee and are scheduled to work on that meeting date,

ARTICLE 9

INFORMATION

- 9.01** The Employer will provide the Union with a list of all Employees and their Classification.
- 9.02** As a change occurs, the Employer will update the list and will provide a copy to the Union.
- 9.03** When offering a person employment in the Bargaining Unit, the Employer will provide the prospective Employee with a copy of the Collective Agreement supplied to the Employer by the Union.
- 9.04** At the time of hire, the Employer will inform new members of the Bargaining Unit, of the names of the Union Representative(s) at their workplace.
- 9.05** If a letter of understanding is signed by the parties interpreting or modifying this Agreement, the Employer will post a copy on the Bulletin Board.
- 9.06** The employer shall allow the Union to fax notices and bulletins for posting,

ARTICLE 10

BULLETIN BOARD SPACE

The Employer must provide a Bulletin Board, per location, or other designated space in a reasonable location clearly identified for the use of the Union, for posting notices pertaining to elections, appointments, meeting dates, new items, and social recreations' affairs.

ARTICLE 11

UNION LABEL

In order that the general public may be aware of the benefits of a unionized public service, the Public Service Alliance of Canada label may be displayed prominently throughout the service, provided there is no cost to the Employer.

ARTICLE 12

NO OTHER AGREEMENTS

Wequedong Lodge of Thunder Bay agrees that it will not enter into any other agreement or contract with Employees represented by the Union, either individually, or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 13

POSITIONS AND CATEGORIES OF EMPLOYMENT

13.01 The five categories of employment are:

- a) Full Time
- b) Part Time
- c) Term
- d) Relief, and
- e) Special Measures

13.02 Term appointments will only be used to:

- a) fill a term absence as stipulated under Article 17.02, up to one year
- b) fulfill the terms of a contract obtained by the Employer from outside its usual funding source, Or
- c) c) staff a pilot project.

13.03 A Term Employee who is not able to work on a scheduled shift must give the Employer a minimum of five (5) hours' notice to allow the Employer to backfill the position, if required .

13.04 Relief Employees

The Employer will hire Employees to fill Relief positions to cover for two week absences of other Employees, or for other purposes as needed from time to time by the Employer.

13.05 The Employer will hire a reasonable number of Relief Employees having regard to:

- a) the ability of the Employer to fill Relief positions with qualified Employees;
- b) the desire of the Employer to have excess Bargaining Unit work undertaken by the Relief Employees. Relief Employees are expected to be available for work when called in to work, and to inform the Executive Director, or Supervisor of any period which they will be unavailable for work.

13.06 The Employer shall provide work opportunities to Part-time and Relief Employees in order of seniority indicated on the Seniority List of Part-time and Relief Employees. Work opportunities shall be defined as the opportunity to work, not actual hours of work. Excluding Overtime opportunities, when an employee has accumulated forty (40) hours in a work week, they will not be called in again in that work week.

13.07 All provisions of this Agreement apply to Relief Employees except Article 16, concerning Layoffs.

13.08 The Union agrees not to file a grievance alleging inequitable distribution of hours among Part-time and Relief Employees, providing the Employer follows Article 13:06 as verified by a Call In Record **(See Schedule "A")**

13.09 A Relief Employee shall be available to work a minimum of three (3) shifts per month. A Relief Employee is responsible to notify the employer, where possible, of his/her days of unavailability prior to the last five (5) days of the month. Failure to meet this requirement over a period of two (2) months shall be subject to review by the Employer,

The shift schedules will be posted at least five (5) days prior to the end of the month for the following month. Relief workers are responsible to review the shift schedule for the following month, The employer will contact an affected employee if any changes to the shift schedule thereafter.

13.10 Special Measures Employees

Special Measures Employees are those Employees hired based on criteria established through funding agencies that are not part of Wequedong Lodge's core funding.

13.11 Employees who fall under this category shall be excluded from the Hiring Procedures as outlined in Article 27.

13.12 All provisions of this Agreement apply to Special Measures' Employees, except Article 16, concerning Layoffs.

13.13 The Union agrees not file a grievance alleging a violation of the Collective Agreement regarding hiring practices for this category of Employees.

ARTICLE 14

MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of Wequedong Lodge of Thunder Bay to:

14.01 To determine the nature and subject matter of all programs, services and their expansion, limitation, curtailment, or cessation;

14.02 Maintain order, discipline, efficiency, and to establish and enforce rules and regulations governing the conduct of Employees, which rules and regulations, not inconsistent with the terms of this Collective Agreement are primarily designed for the safety and welfare of the Employees, the economy of the operation, and protection of Wequedong Lodge's property, and the welfare of its clients;

14.03 To hire, transfer, promote, demote, lay off, recall, assign duties, and to suspend discipline, or discharge any Employee for just cause, provided that a claim by an Employee that he/she has been unjustly dealt with under Article 16, shall be subject to the Grievance Procedure and Arbitration.

14.04 To determine the location of operations.

ARTICLE 15

JOB SECURITY

15.01 Contracting Out:

- a) Wequedong Lodge agrees that work normally performed by Employees within the Bargaining Unit or similar work which has been past practice to have been performed by

members of the Bargaining Unit, shall continue to be performed by Employees within the Bargaining Unit, provided that this Article shall not deprive Wequedong Lodge, at the discretion of the Board of Directors, or representative, of the right to contract out work beyond the scope of the existing staff.

- b) The Employer will advise the Union, as soon as possible, but at least one month preceding the awarding of any contract to a third party.
- c) Wequedong Lodge agrees that there will be no layoffs due to contracting out, if Bargaining Unit members are able to do such, or similar work.

ARTICLE 16

LAYOFF AND RECALL - AGENCY CLOSURE

Where the Employer intends to permanently cease operations or permanently downsize the operation to one (1) lodge location, the Employer shall provide notice as soon as possible, but at least one month's notice to the Union, and shall make reasonable efforts to reduce the negative impact on Employees through consultations with the Union.

ARTICLE 17

ACTING ASSIGNMENTS

- 17.01** A part-time and relief employee who is required to accept the duties and responsibilities of a full-time employee is considered acting in their position.
- 17.02** Acting Assignments will be posted and staffed under the rules set out in the Job Posting Article, unless they are for vacancies or absences of less than two (2) months. Absences for less than two (2) months will be filled based on seniority. For greater clarity, absences due to annual vacation are not subject to the Job Posting Article.
- 17.03** Employees may be reassigned out of the acting duties with one week's notice and shall be only reassigned if they fail to carry out the duties of the position successfully or the incumbent returns to fill the position.
- 17.04** When an employee has acted in a position for more than six (6) months and that position becomes permanently vacant, that employee shall be offered the position.
- 17.05** Employees who are appointed to an acting assignment pursuant to the Job Posting Article, for a period of longer than three (3) months, will, upon completion of the benefit qualifying period, receive the pay and benefits of a full-time employee for the balance of the posting, subject to the reasonable availability of the benefits from the insurer,

17.06 An employee required to work in an acting position for less than three (3) months will be paid at one level higher on the salary grid.

17.07 An employee who is On-call Supervisor will receive a premium of \$100.00 per week,

17.08 An employee required to work as Acting Field Supervisor will be paid at the rate of one (1) classification higher within their own salary grid.

ARTICLE 18

ESSENTIAL SERVICE

It is agreed upon by the Union that Wequedong Lodge of Thunder Bay is described as an essential service, and the parties shall abide by an Essential Services Agreement as outlined in **Schedule B**.

ARTICLE 19

STRIKES OR LOCKOUTS

19.01 The Union agrees that it will not cause, or consent to any strike or other collective action on the part of the Employees represented by the Union during the term of this Agreement, and that if such action should be taken by the Employees, the Union will instruct the said Employees to return to work and perform their usual duties, and to resort to the Grievance Procedure established herein for the settlement of any complaint or grievance,

19.02 Wequedong Lodge agrees they will not engage in any lockout during the term of this agreement.

ARTICLE 20

UNION DUES

20.01 Wequedong Lodge will remit monthly, by cheque, to the Comptroller of the Alliance, all regular Union Dues as prescribed by the Union, providing the Employee authorizes the Employer to do so in writing. The remittance of Union Dues which were deducted by the Employer from the wages of Employees, will be accompanied by a list showing the amount of deduction and the names of those Employees from whose wages such deductions have been made, and the names of Employees from whose wages no such deductions were made. Newly hired, terminated, laid off, and recalled Employees will be identified on such a list.

20.02 Deduction of Union Dues will commence from date of employment in accordance with **20.01** above.

20.03 Membership in the Union shall be a condition of employment for all Employees within the Bargaining Unit, at all times.

20.04 The Union shall inform the Employer, in writing, of the authorized monthly deduction to be checked off for each Employee.

20.05 Deductions for Union Dues shall only be made to the extent that earnings are available. Where an Employee does not have sufficient earnings in any pay period to cover the deduction, no Union Dues are deductible for that pay period.

20.06 Dues and Receipts:

At the same time that Income Tax (T-4) Slips are made available, the Employer shall type on the amount of Union Dues deducted from each Union Member in the previous year.

ARTICLE 21

COMMITTEES

21.01 Labour Management Relations Committee

- a) A Labour Management Relations Committee (LMRC) shall be established consisting of two (2) Management Representatives, and two (2) Union Representatives. Meetings will be co-chaired alternately by one (1) Management Representative, and one (1) Union Representative.
- b) The LMRC may discuss and make recommendations concerning any matter arising under this Agreement. In addition, with approval of all members of the LMRC, the LMRC may discuss any other matter the parties wish, and may make such recommendations to the Employer, or the Union as the parties deem appropriate.
- c) The LMRC shall meet once per month, unless both parties agree that a meeting is not necessary. The meetings shall be no longer than one hour in duration. Where there is urgent business that cannot wait until the next meeting, a special LMRC Meeting may be held with the agreement of both Chairpersons.
- d) As much as possible, LMRC Meetings will be scheduled during regular hours of work. No Employee shall suffer a loss of pay, or a loss of other benefits, such as lunch breaks, or coffee break, due to attendance at an LMRC Meeting unless meetings are scheduled after work hours.
- e) Employee attendance at LMRC Meetings scheduled after regular hours of work will be considered worked up to a maximum of one (1) hour per meeting.

- f) The Employer will prepare an agenda for LMRC Meetings comprised of all items requested by a Union Representative, or an Employer Representative, provided the item falls within the mandate of the LMRC.

21.02 Health and Safety Committee

- a) The Employer and the Union mutually desire to maintain standards of safety and health in the Lodges in order to prevent injury and illness.
- b) A joint Health and Safety Committee shall be comprised with representation of at least two (2) Union Representatives, and of at least two (2) Representatives of Management. The Committee shall identify potential dangers, recommend means of improving the Health and Safety Programs to the Employer.
- c) The Committee shall normally meet at least once a month. Time spent in such meetings is to be considered time worked, and will be paid at the appropriate rates, unless meetings are scheduled after work hours. Minutes shall be taken of all meetings, and copies shall be sent to the Employer, and to the Union.
- d) Employee attendance at Health and Safety Committee Meetings scheduled after regular hours of work will be considered hours worked, up to a maximum of one (1) hour per meeting.
- e) Two (2) Representatives of the Joint Health and Safety Committee, one (1) from Management, and one (1) from the Employees, on a rotating basis designated by the Employees, shall make monthly inspections of the workplace and equipment and shall report to the Joint Health and Safety Committee the results of their inspection. In the event of accident or injury, such Representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee, and to the Employer, on the nature and causes of the accident or injury. Furthermore, such Representatives must be notified of the inspection of a Government Inspector and shall have the right to accompany the Government Inspector during the inspection. Time spent in all such activities shall be considered as time worked, and will be paid at the appropriate rates.
- f) The Health and Safety Committee Representatives shall keep records of all matters dealt with and shall make such records available to the Government Inspector.
- g) Minutes of such meetings will be kept and distributed to the Committee Members thereafter. As much as possible, meetings will be held on company time with no loss in wages to the Committee Members.
- h) The Union agrees to endeavour to obtain the full cooperation of its Membership in the observation of all safety rules and practices.

ARTICLE 22

SAFETY AND HEALTH

Safety and Health shall be in accordance with Part II of the Canada Labour Code, as they relate to Wequedong Lodge of Thunder Bay.

ARTICLE 23

GRIEVANCE PROCEDURE

23.01 Any grievance involving a question of the meaning of, or alleged violation of this Agreement and/or discipline or dismissal, shall be dealt with as follows:

- a) An Employee having a complaint, or one designated member on behalf of a group having a complaint, or the Union, shall first discuss the complaint with the appropriate Supervisor. A Shop Steward shall be present during this discussion.
- b) If the complaint cannot be resolved within seven (7) calendar days, the Union may file a grievance on behalf of an Employee ("the grievor"), alleging a violation of this Agreement.
- c) A grievance is filed when delivered in writing to the Employer, or Union. No particular form is necessary so long as the document indicated is a grievance under this Article, or in some manner indicates it is a formal grievance.
- d) The Executive Director or their designate is authorized to receive grievances on behalf of the Employer. The Executive Director shall provide a receipt immediately to the person delivering the grievance stating the date it was received.
- e) A grievance must be filed within twenty-five (25) calendar days after the cause of the grievance arose, unless the grievor is not at work during that period, in which case the time is extended to twenty (20) calendar days following the day the Employee returns to work.
- f) The Union may consult with the Employer concerning any grievance at any step of the Grievance Procedure.
- g) A decision made at any step of the Grievance Procedure is not binding on the parties unless it is in writing, signed by the decision maker, and delivered to the parties either by hand, or by Registered Mail.

23.02 The Step 1 Procedure is as follows:

- a) Within fifteen (15) calendar days of receiving the grievance, the Executive Director will render their decision, and forward it to the Union.

- b) If the Executive Director fails to do so, the Union may invoke the Step 2 Procedure after the fifteenth (15th) calendar day following the filing of the grievance.

23.03 The Step 2 Procedure is as follows:

- a) The Union may, in joint consultation with Wequedong Lodge Management, present the grievance to the Federal Mediation Services.
- b) Depending on the cost involved related to the grievance, member(s) of the Board of Directors may or may not be involved in the mediation process.
- c) Depending on the outcome of the mediation session, the Union may or may not present the grievance to the Board of Directors under the following circumstances.
 - i) If an agreement is reached, a quorum of the Board of Directors is required to approve the agreement within thirty (30) calendar days.
 - ii) If no agreement is reached, the Union may invoke the Step 3 Procedure after the tenth (10th) calendar day following the mediation session.

23.04 The Step 3 Procedure is as follows:

- a) The Union may present the grievance to the Board of Directors within fifteen (15) calendar days of receiving the Step 2 decision.
- b) The grievance is deemed to be presented to the Board of Directors when given in writing to the Executive Director. The Executive Director shall provide a receipt to the person delivering the grievance stating the date on which it was received on behalf of the Board of Directors.
- c) The Board of Directors shall render its decision within thirty (30) calendar days of receipt of the written grievance by the Executive Director, and communicate it to the Union.
- d) The Board of Directors may appoint representative to carry out its obligations at the Step 3 Grievance Procedure.

23.05 The Step 4 Procedure is as follows:

- a) The Union may request Arbitration, by letter, to the Employer within thirty (30) calendar days of the receipt of the response from the Board of Directors; or if the Board of Directors fails to respond at Step 3, thirty (30) calendar days from the date they should have responded.
- b) The Employer, or the Union, as the case may be, shall give the other party a receipt stating the date of receiving the request for Arbitration.

- c) The parties may agree on the selection of an Arbitrator. Failing agreement, either party may apply to the Canadian Minister of Labour to appoint an Arbitrator.
- d) In addition to any powers contained in this Agreement, the Arbitrator has all the powers granted to Arbitrators under Part I of the Canada Labour Code.
- e) The Arbitrator shall hear the grievance as soon as possible. The decision, once forwarded to the parties, is final and binding.
- f) The Arbitrator may determine when a grievance is arbitrable.
- g) The Arbitrator may amend a grievance, modify penalties, waive time limits, or make a ruling concerning any procedural irregularity. However, the Arbitrator shall not be authorized to make any decision inconsistent with the Agreement, nor to alter, modify, or amend this Agreement or any part of it,
- h) The fees of the single Arbitrator shall be shared jointly by the parties hereto.

ARTICLE 24

PROBATIONARY PERIOD

24.01 Permanent Full Time/Part Time

New Employees of Wequedong Lodge of Thunder Bay shall be considered probationary employees until they have completed a minimum of 1040 hours of service with Wequedong Lodge of Thunder Bay. Should a longer period be required for successful completion of probation, Wequedong Lodge of Thunder Bay will have the option of granting up to an additional 520 hours. Prior to the extension, Wequedong Lodge agrees to inform the Union, in writing, of any Employee whose probationary period is being extended, stating the reasons for that extension.

It is understood that Wequedong Lodge of Thunder Bay may terminate the employment of a Probationary Employee for unsuitability, providing the Employee has been given an appraisal at 520 hours of service, and that Wequedong's liability shall be limited to providing reason(s) for termination, in writing, to the Employee and to the Union,

24.02 Part-time, Term, Relief and Special Measures Employees:

New Term, Relief, or Special Measures Employees shall be considered Probationary Employees until they have completed 1040 hours of service with Wequedong Lodge of Thunder Bay.

It is understood that Wequedong Lodge of Thunder Bay may terminate the employment of a Probationary Employee for unsuitability, and that Wequedong's liability shall be limited to providing reason(s) for termination, in writing, to the Employee and to the Union,

ARTICLE 25

SENIORITY

25.01 Seniority All Bargaining Unit Members

Seniority shall be defined as the total number of hours worked in the service of the Employer in any position. This continuous employment should include all absences due to Maternity Leave, Parental Leave up to fifty-two (52) weeks of combined, and illness, or injury as compensated by W.S.I.B., and authorized sick leave up to twelve (12) weeks per incident.

The Seniority List shall consist of the names of all Employees of the Bargaining Unit.

The order on the Seniority List shall be utilized when applying the Seniority concept to staffing of term or acting position; promotions, transfers, and job posting procedures where skills and abilities required by the Employer have been met; lay off; recall; distribution of relief hours available, and distribution of available overtime.

If the hours worked for two (2) or more Employees are the same the order on the Seniority List shall be determined by lot, conducted by the Union.

25.02 Seniority Roster List

- a) The order on the Seniority List shall reflect the total hours worked up to a maximum of 2080 hours in a calendar year, excluding any overtime hours. This order shall be utilized when applying the Seniority concept to promotions, transfers, and job posting procedures, providing all skills and abilities required have been met. If the hours worked for two(2), or more Term and Special Measures Employees are the same, the order on the Seniority List shall be determined by lot, conducted by the Union.
- b) The Seniority List shall be updated monthly.
- c) The Seniority List will be available in the workplace, but held in a secure location.
- d) The Seniority List shall be part of this Collective Agreement.

ARTICLE 26

LAYOFF AND RECALL

26.01 Layoff

The Employer shall give each Part Time Permanent and Full Time Permanent Employee in the Bargaining Unit two (2) weeks' notice, in writing, of layoff, or two (2) weeks' pay in lieu of notice.

26.02 The Employer will provide two (2) weeks' written notice to Probationary or Relief Employees. No payment in lieu of notice is an option.

26.03 In the event of a staff reduction, or a reduction of hours of an Employee in any classification, Employees shall be declared surplus in reverse order of their seniority within their classification as specified by the Seniority List. Notice that an Employee is surplus shall be handed to the Employee and a signed acknowledgment requested, if the Employee is at work. In the event that the Employee is not at work, the notice shall be sent by Registered Mail to the last address on record with the Employer.

26.04 The Employee who has been declared surplus shall have the right to bump anyone with less seniority in any classification, excluding the Referral Clerk, providing the skill and ability and special qualifications as designated by the employer have been met. An Employee declared surplus must exercise bumping rights within five (5) business working days from receipt of notice. The precipitating events that invoke bumping rights are deemed to be surplus positions caused by layoff.

26.05 An Employee who has been displaced by another employee exercising their bumping rights shall in turn have the right to bump any one, excluding the Referral Clerk, with less seniority within five (5) calendar days from receipt of notice.

26.06 Recall

Employees who have been laid off shall be recalled in order of seniority (most senior first) through the Job Posting Procedure, providing the skill and ability and special qualifications as designated by the Employer have been met.

ARTICLE 27

STAFFING

27.01 Where the Employer wishes to create and fill a new position, or fill a vacancy in an existing position, the Employer agrees to use the procedure set out in this Article for the Bargaining Unit.

Before filling any position in the Bargaining Unit, the Employer will post a notice advertising the position on the Bulletin Board at the Lodges,

The notice shall specify the nature of the position available, the minimum qualifications, the desired qualifications, the hours of work, and the range of salary,

The Employer agrees to hire Employees from within the Bargaining Unit to fill positions unless:

- a) no member of the Bargaining Unit applies;

- b) no member of the Bargaining Unit is qualified, and efforts on the part of the Employer could not reasonably assist the Employee to become qualified in a reasonable time,

In assessing the qualification of applicants, the Employer will take into account the factors set out below. The Employer may determine what is entailed in each factor for any given position, and what weight to accord each factor. It is not necessary that each factor be given equal weight,

- a) knowledge required
- b) skills required
- c) abilities related to the performance of the position
- d) seniority at the Lodge
- e) if an applicant has demonstrated that they are capable of performing the duties of a position successfully for a period of one year, the inability to speak fluently in a certain language will not be held against them.

If, following an assessment of candidates' merits, it appears to the Employer that two (2), or more candidates are relatively equal in their qualifications for the position, the seniority with the Employer shall be the governing factor.

Where no applicant is qualified for the position, the Employer may make a conditional offer of employment to an applicant who does not meet the requirements, but who may reasonably be expected to obtain the necessary qualifications prior to assuming the position, or within a reasonable time thereafter. Failure to obtain the necessary qualifications within a reasonable time may result in reassignment to the applicant's previous position.

Within seven (7) calendar days of filling the position,, the Employer will post the name of the successful candidate on the Bulletin Board.

An Employee who is granted a new position, shall serve a probationary period in that position for the period set out in Article 24. Until completion of the probationary period, the Employee may request, or the Employer may require that the Employee return to the position occupied previously, without any loss of benefits, or seniority.

ARTICLE 28

STAFF TRAINING AND DEVELOPMENT

28.01 Attendance at any training opportunity designated by the Employer as essential shall be without cost to the Employee, and without loss of pay or benefits.

28.02 It is understood by the parties that staff members who have attended courses or conferences may be asked to provide in-service workshops for other staff at a mutually agreed upon time,

28.03 This Article does not apply to Health and Safety Training,

ARTICLE 29

COFFEE BREAKS

All Employees will be given a fifteen (15) minute coffee break during the first, and second half of their shift in an area made available by the Employer for this purpose. The break period may not be taken at the end of a shift.

ARTICLE 30

MEAL BREAK

All Employees shall be entitled to a paid thirty (30) minute lunch break, on, or off site, between 11:30 a.m. and 2:00 p.m.

The ability to take the break offsite will be dependent on operational requirements. The break period may not be taken at the end of a shift.

ARTICLE 31

PAY ADMINISTRATION

Every Employee shall receive a statement attached to at least one pay cheque per month showing the gross amount earned, itemized deductions, net amount payable, and hours worked,

ARTICLE 32

HOLIDAYS - GENERAL

32.01 The following days are general holidays with pay:

- | | | | |
|----|-----------------|----|-------------------------|
| a) | New Years Day | g) | National Aboriginal Day |
| b) | Good Friday | h) | Labour Day |
| c) | Easter Monday | i) | Thanksgiving Day |
| d) | Remembrance Day | j) | Christmas Day |
| e) | Victoria Day | k) | Boxing Day |
| f) | Canada Day | | |

- 32.02** If operational requirements necessitate a Full Time and Part Time Employee working on a general holiday, the Employee may be given another day off, and paid time and one-half (1 ½x) for the hours worked on the holiday.
- 32.03** All Employees shall receive general holiday pay for a general holiday. The general holiday pay for a Permanent Full Time Employee, or a Term Employee, or a Special Measures Employee shall be their regular wages for a day. General holiday pay for Part Time Employees, and Relief Employees shall be prorated using the number of hours worked by the Employee in the previous two weeks ending on the Saturday before the holiday, in comparison to a Full Time Employee, Employees must work previous and post scheduled shift.
- 32.04** Where a paid holiday falls on a day that is not a regular work day for a Full Time Employee, a Term Employee, or a Part Time Employee, the Employee shall receive the next regular working day off, in addition to general holiday pay.
- 32.05** Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority.
- 32.06** Where a day that is a general holiday for an Employee falls within a period of Leave With Pay, the holiday shall not count as a day of leave.

ARTICLE 33

VACATION LEAVE

- 33.01** A Part Time Permanent Employee and a Full Time Permanent Employee shall earn Vacation credits as follows:
- a) After **one (1) year** in the continuous service of the Employer, a Permanent Full Time Employee shall learn Vacation credits at the rate of **8.33 days per month**.
 - b) After **four (4) years** in the continuous service of the Employer, a Permanent Full Time Employee shall earn Vacation credits at the rate of **1.25 days per month**.
 - c) After **eight (8) years** in the continuous service of the Employer, a Permanent Full Time Employee shall earn Vacation credits at the rate of **1.66 days per month**.
 - d) The Employer shall pay the case equivalent of 4% to Term, Relief, and Special Measures Employees on the Employees' anniversary date in lieu of Vacation Leave.
- 33.02** Part-time employee shall earn vacation credits on a prorated basis, with the employee's actual hours of work, per month, being the basis for the ratio applied,

33.03 An Employee may take Vacation Leave at a time suitable to the Employee and the Employer, subject to operational requirements. Vacation preferences will be granted on the basis of seniority for Employees who make their request in writing by January 01, of each year. After that Vacation requests will be granted in the order of the date they are received by the Employer, providing only one Full Time Permanent Employee per classification is scheduled for Vacation at a time. The Employer will make every effort to grant the specific period requested, and to notify the Employee in writing within two weeks of the request.

33.04 An Employee may not be recalled to work while on Vacation Leave, unless on terms satisfactory to the Employee and the Union.

33.05 At the time of layoff under Article 26, the Employee shall receive the cash equivalent of any accumulated Vacation credits at their current rate of pay, subject to the maximum accumulation.

33.06 An Employee may accumulate Vacation credits while on Maternity/Parental Leave, for a maximum entitlement period of twenty-four (24) weeks, providing they have completed six (6) months of continuous employment.

33.07 An Employee may accumulate Vacation credits while on Sick Leave for a maximum entitlement period of twelve (12) weeks, provided they have:

- (a) completed three (3) consecutive months of employment; and
- (b) provided the Employer with a certificate from a qualified medical practitioner.

33.08 An Employee who is off work due to work related illness, or injury recognized by W.S.I.B shall accumulate Vacation credits and will be recognized upon return to work,

33.09 The entitlement to earning Vacation credits while on leave, shall be recognized upon return to work.

ARTICLE 34

SICK LEAVE

34.01 Upon completion of three (3) consecutive months of employment, an Employee shall be entitled to Sick Leave With Pay at the rate of one (1) day per calendar month, for any month in which the Employee receives at least ten (10) days' pay, to a maximum of twelve (12) days per calendar year.

34.02 An Employee may carry over ten (10) Sick Leave Credits to the new calendar year.

34.03 Sick Leave may be used for:

- a) illness or injury rendering the Employee unable to perform their job duties
- b) travel for medical purposes
- c) quarantine
- d) medical examinations or treatment, or
- e) necessary medical, dental, or chiropractic appointments

34.04 The Employee shall be granted Sick Leave With Pay provided:

- (a) the Employee provides medical certificates as requested by the Employer. Such a request shall be made within three (3) days of the date Sick Leave was taken.
- (b) The Employee has the necessary Sick Leave Credits.

34.05 Up to 480 hours of seniority shall be credited in cases of illness or injury if the employee has satisfied the employer with a certificate by a qualified medical practitioner.

ARTICLE 35

BEREAVEMENT LEAVE

35.01 Upon the request of an Employee, the Employer shall grant the Employee Bereavement Leave With Pay, for up to three (3) working days where there is a death in the Employee's immediate family; namely the death of the Employee's:

35.02 Spouse (including Common Law Spouse), Parents, Spouse of Mother or Father (including Common Law Spouse), Child(ren), Sister, Brother, Father-in-Law (including Common Law), Mother-in-Law (including Common Law), Sister-in-Law, Brother-in-Law, Aunts and Uncles, and any member permanently residing in the Employee's household, or with whom the Employee resides.

35.03 Upon the request of an Employee, the Employer shall grant the Employee Bereavement Leave With Pay for up to one day, to attend the funeral of a Cousin, Niece, or Nephew.

ARTICLE 36

INJURY ON DUTY LEAVE

36.01 The Employer will grant Injury on Duty Leave in accordance with the provisions of the Canada Labour Code.

- 36.02** An Employee who has suffered a work related illness or injury shall be entitled to Leave.
- 36.03** The Employer shall not dismiss, lay off, demote, or discipline any Employee because of an absence caused by a work related illness, or injury.
- 36.04** The Employer shall return an Employee to work who has been off work due to a work related injury or illness, where reasonably practical, in accordance with the Employer's return to work policy.
- 36.05** An Employer may assign to a different position, with different terms and conditions of employment, any Employee who after an absence due to work related illness or injury, is unable to perform the work done prior to the absence.

ARTICLE 37

PERSONAL NEEDS' LEAVE

Leave Without Pay for personal needs may be granted for a period of up to one year, pending operational requirements.

ARTICLE 38

LEAVE FOR WITNESS/JURY DUTY

- 38.01** An Employee is entitled to Leave Without Pay if their absence from work is due to attending Court in response to a Jury Summons, or a Witness Subpoena.
- 38.02** An Employee is entitled to Leave Without Pay if their absence from work is due to attendance as a witness before an adjudicative board in circumstances unrelated to their employment, so long as the Employee has received a Subpoena.
- 38.03** No Employee who is required to attend Court in connection with the performance of their job duties, shall suffer any loss of pay as a result, and the provisions of Article 47, concerning Overtime, apply to any hours of the Court attendance that would constitute overtime for the Employee, but all witness fees and expenses received shall be deducted,
- 38.04** An Employee who is called as a witness by the Employer at an Arbitration Hearing under Article 23, shall not suffer any loss of pay as a result, and the provisions of Article 47, concerning Overtime, apply to any hours spent in attendance at the Arbitration Hearing that would constitute overtime for the Employee.

38.05 In the event that a Relief Employee receives a Jury Summons, or a Witness Subpoena to attend Court during a time the Employee was scheduled to work, the Employee shall notify the Employer of the Summons or Subpoena forthwith.

ARTICLE 39

EDUCATIONAL LEAVE

- 39.01** Educational Leave is defined as a leave of absence for one (1) month, or more, for education training, courses, or seminars which pertain to the Employee's employment. Educational Leave will normally be taken at a recognized institution of learning.
- 39.02** Subject to operational requirements, the Employer may grant Educational Leave as requested by an Employee, provided at least thirty (30) days' notice, in writing, has been given approval for Educational Leave. The request will not be withheld without reasonable cause.
- 39.03** Educational leave may be taken for a maximum of one (1) year, unless otherwise agreed upon by the Employer and the Employee.
- 39.04** An employee on Educational Leave will not be covered under the existing Long Term Disability Plan.
- 39.05** An employee must pay his/her portion of the premium for the Pension Plan.
- 39.06** An employee can opt to continue Life Insurance Coverage but must pay 100% of his/her premium.

ARTICLE 40

MATERNITY LEAVE

- 40.01** The Employer shall grant seventeen (17) weeks' Maternity Leave Without Pay providing the Employee has completed six (6) consecutive months of employment with their Employer by the time their Leave begins.
- 40.02** Maternity Leave may be taken eleven (11) weeks before the expected date of delivery, and shall not extend past seventeen (17) weeks past the actual date of delivery.
- 40.03** The Employee must:
- a) provide four (4) weeks' notice before the beginning of the Maternity Leave;

- b) notify the Employer of the length of the Leave,
- c) provide the Employer with a certificate from a qualified practitioner confirming that she is pregnant.

40.04 The Employer must provide the same, or comparable wages and benefits to the Employee upon her return, as if she had been working for the Organization for her Maternity Leave period.

ARTICLE 41

MATERNITY RELATED REASSIGNMENT LEAVE

- 41.01** An Employee who is pregnant, or nursing may request that the Employer modify her job functions, or reassign her to another job if continuing any of her current job functions which may pose a risk to the Employee's health, or that of the fetus, or child.
- 41.02** The request must be made accompanied by a certificate from a qualified medical practitioner, indicating how long the risk is likely to last, and what activities, or conditions should be avoided to eliminate risk.
- 41.03** The Employer shall examine the request in consultation with the Employee, and where reasonably practical, modify the Employee's job functions to reassign her.

ARTICLE 42

PARENTAL LEAVE

- 42.01** An Employee who assumes care and custody of a newborn, or newly adopted child, shall be entitled to thirty-seven (37) weeks of Leave Without Pay, providing the Employee has completed six (6) consecutive months of employment with their Employer by the time their Leave begins.
- 42.02** The Employee must provide the Employer four (4) weeks' notice before beginning Parental Leave indicating the length of Leave intended.
- 42.03** Parental Leave must be taken fifty-two (52) weeks following the child's birth, or the time the child actually comes into the parent's custody.
- 42.04** The Employee shall be reinstated upon return from Parental Leave with the same, or comparable position, in the same location, and with the same wages and benefits.
- 42.05** Parental leave and maternity leave cannot exceed fifty-two (52) weeks combined,

ARTICLE 43

PERSONNEL FILES

All Employees shall be able to review their personnel files once per calendar year,

ARTICLE 44

CALL INS

44.01 Call ins for employment purposes for all staff shall be for period of at least three (3) hours.

44.02 Management is agreeable to one (1) staff meeting per month.

ARTICLE 45

SPLIT SHIFTS

45.01 A normal shift of work is eight (8) hours in length, except for the part-time Housekeeping Staff that work five (5) hour shifts. These hours of work occur consecutively.

45.02 Relief work that is anticipated by the employer and subsequently scheduled, is not considered a split shift, but rather relief hours, or overtime.

ARTICLE 46

HOURS OF WORK

Hours of work shall be in accordance with **Schedule "D"**.

ARTICLE 47

OVERTIME

47.01 Overtime means work performed after the regularly scheduled daily hours, and over forty (40) hours in a work week.

47.02 Overtime shall be compensated by pay, or time off in lieu, at a rate of time and one-half (1 ½ x) of hours worked.

47.03 Overtime will be offered equitably among qualified personnel and managed by the Employer.

47.04 For the purposes of applications of this Article, hours of Sick Leave, Vacation Leave, or Compensatory Leave shall be deducted from calculation of hours worked.

ARTICLE 48

CLASSIFICATIONS AND RATES OF PAY

Job Classifications and wage rates for each Classification shall be as set out in Schedule "E", of this Agreement, and attached hereto.

ARTICLE 49

PENSIONS

49.01 The Employer shall remit the Employer and Employees' share of C.P.P. contributions for all Employees of the Bargaining Unit.

49.02 The Employer shall remit the Employer and Employee's share of the Pension Plan to Great West Life for those Employees eligible, and who desire to be part of the Plan.

ARTICLE 50

LONG TERM DISABILITY

Wequedong Lodge of Thunder Bay agrees to pay 50% of the premium cost for a Long Term Disability Plan for all Full Time and Part Time Employees, providing the enrolment requirements are met by the insurance carrier, and is satisfactory. The basic conditions of the Long Term Disability Plan will be as follows:

- a) 66.7% of monthly insurance earnings, with a maximum monthly benefit of \$3,000.00
- b) payment commences following a waiting period of four (4) months if total disability during any period of four (4) months, plus seven (7) days.
- c) disability is defined as totally disabled, if unable, because of injury or disease, to do any work:
 - i) for which you are, or become reasonably qualified by education, training, or experience; and
 - ii) which would provide monthly earnings of at least the replacement percentage, multiplied by your monthly insurance earnings in effect at the beginning of your total disability.
- d) 66.7% level benefit will be reduced by any applicable pensions premiums

- e) Wequedong Lodge will continue to pay the Employer's portion of the premium costs of the applicable benefits, for a period of twenty-four (24) months from the date of eligibility for receipt of benefits under the Long Term Disability Plan.
- f) Provide insurance, not grievable.

ARTICLE 51

LIFE INSURANCE

Wequedong Lodge of Thunder Bay agrees to pay 100% of the premium costs for Life Insurance providing the enrolment requirements are met by the insurance carrier, and is satisfactory.

Letter of Understanding #1

**-Between-
Wequedong Lodge of Thunder Bay
-and-
The Public Service Alliance of Canada**

Salary Grid Conversions

It is agreed that upon ratification of the Collective Agreement, that the existing Salary Pay Grids will be in effect, except that the Relief Salary Pay Grids will have the first increment at *1040 hours* and the grid will recognize *actual hours worked, or recognized for seniority*, rather than *actual years of service* with the Lodge.

Those full, and part time individuals who are negatively affected by this conversion will be placed on the grid in accordance with the present salary and receive their next increment at reaching *2080 hours from September 1st, 2001*.

Relief Employees who are on staff as of the ratification of the Collective Agreement will maintain the 960 hours requirement for their first increment.

No other adjustments to benefits will occur to existing Employees from changing from a *years of service mode, to a total hours seniority mode*.

Letter of Understanding #2

**-Between-
Wequedong Lodge of Thunder Bay
-and-
The Public Service Alliance of Canada**

Signing Bonus

On ratification of the Collective Agreement, a signing bonus of:

- \$450.00 for workers who averaged 30 hours per week/and those on education leave, in the year preceding December 1st, 2001
- ◆ \$200.00 for Relief Employees who have completed probationary period of (960 hours)
- \$100.00 for Relief Employees who have not completed their probationary period as of December 1st, 2001.

Letter of Understanding #3

**-Between-
Wequedong Lodge of Thunder Bay
-and-
The Public Service Alliance of Canada**

Sick Leave Reconciliation

A one time reconciliation on March 31st, 2002, will compensate Employees as per the following:

- For those Employees with a maximum of ten accumulated Sick Leave credits, shall carry over up to a total of (10) Sick Leave credits providing such credits are available,

Full and Part Time Employees:

For those Employees who have in excess of ten (10) sick day credits as of March 31st, 2002, the following reconciliations shall apply:

- For the first five (5) days' conversion of those credits to Vacation Leave, one time only
- For the remainder of credits, a payout of existing credits at a rate of .50/\$1.00 shall apply.

Relief Employees:

For those Relief Employees who have in excess of ten (10) Sick Leave credits as of March 31st, 2002, the following reconciliation shall apply:

- For the first five (5) days a payout will be paid at the actual rate of pay
- For the remaining days, a payout of existing credits at a rate of .50/\$1.00 shall apply.

Letter of Understanding #4

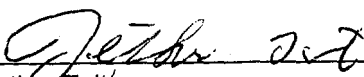
**-Between=
Wequedong Lodge of Thunder Bay
-and-
The Public Service Alliance of Canada**

Reclassification


1. Full Time Employee Status will be assigned upon ratification of the Collective Agreement to Orten Redsky, Olive Schori, Karen Perry, Paul Primeau, Lucy Day, and Mary Jane Moonias.
2. Regrading Employees who have not provided education verification shall remain at their current salary placement until they reach the required number of hours to reconcile the increase.

Signed at Thunder Bay, Ontario, this 23rd day of March, 2002.

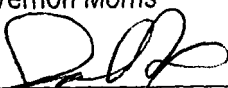
**WEQUEDONG LODGE OF
THUNDER BAY (EMPLOYER)**



Jethro Tail



Vernon Morris

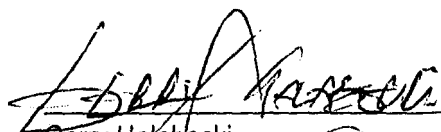


Paul Fox

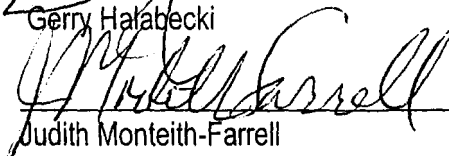


Charles Morris

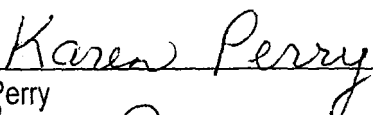
**PUBLIC SERVICE ALLIANCE
OF CANADA (UNION)**



Gerry Halabecki



Judith Monteith-Farrell



Karen Perry



Paul Primeau

SCHEDULE "B"

ESSENTIAL SERVICES

Services that are essential in a strike situation are those normally performed by one, or more Employees which, if not performed, would endanger life, or limb.

The parties will endeavour to designate those functions which are essential on the understanding that the Lodge will take the necessary steps to ensure that any activities requiring the provision of essential services will be curtailed to as great a degree as possible.

All such services to be carried out would be determined on the basis of "work functions" and not on the basis of designating individual Employees. An Employee assigned by the Union to provide an essential "work function" shall be selected from among the employees considered competent to perform such "work function" in the ordinary day to day operation of the unit.

- a) Since the essentiality of a "work function" will vary between and within facilities, the determination of essentiality shall be made by the Bargaining Agent, and the Lodge at least ten (10) days prior to the expiration of the Collective Agreement.
- b) In order for essential services in a strike situation to be determined on a "work function" basis, designation by the Lodge shall take place on an episodic, and emergency basis during the course of a work stoppage.
- c) An Employee assigned by the Union to provide an essential service designated by the Lodge, may be withdrawn by the Bargaining Agent, where the designation is inconsistent with agreement of providing essential "work functions".

Any dispute with respect to the implementation of the Agreement shall be referred within twenty-four (24) hours to Labour Canada.

Wages or applicable remuneration for work performed by virtue of this Agreement during the strike shall be payable as permitted by Law, and as agreed to by both parties.

Consistent with the Union's assurance of performing such essential services during a strike, and conditional thereon, the Lodge shall not hire additional persons, or utilize non-employees who are otherwise legitimately withholding their labour as a result of work stoppage,

If, in the opinion of the Lodge, the continued safe operation of the health facility, within the context of this Agreement is endangered, the Lodge may terminate the Agreement by giving written notice to the Union of not less than forty-eight (48) hours.

If, in the opinion of the Union, the actions of the Lodge tend to circumvent the intent of the Agreement, the Union may terminate the Agreement by giving written notice to the Lodge, of not less than forty-eight (48) hours.

SCHEDULE “B” – ESSENTIAL SERVICES (Cont’d)

Either party may give written notice of its intention to revise, amend, or terminate this Memorandum of Agreement, not less than ninety (90) days prior to the date of termination of a Collective Agreement, Such notice shall be referred to Labour Canada.

SCHEDULE "C"

SENIORITY LIST

NAME	STARTDATE	END DATE	PRESENT STATUS			POSITION	TOTALHOURS
			R	P/T	F/T		
FOX, Linda	14-May-90	24-Nov-01			X	R.C.W.	23708.00
LAGARDE, Theresa	24-Sep-90	24-Nov-01			X	R.C.W.	23266.00
OTTERTIAL, Darryl	29-Oct-90	24-Nov-01			X	R.C.W.	20797.00
PALMER, Margaret	29-Jun-91	24-Nov-01			X	COOK	19506.50
KAKEKAGUMICK, Mona	06-Sep-91	24-Nov-01			X	R.C.W.	18166.50
SMITH, Martina	08-Jun-92	24-Nov-01			X	COOK	17795.50
BOUCHARD, Nora	30-Aug-93	24-Nov-01			X	R.C.W.	17640.80
MATHEWSON, Bernadette	26-Jul-93	24-Nov-01			X	R.C.W.	17385.15
SPENCE, Norma	16-Jul-90	24-Nov-01			X	R.C.W.	16383.00
REDSKYE, Orten	17-Dec-91	24-Nov-01		X		R.C.W.	16415.22
SCHORI, Olive	11-Sep-92	24-Nov-01	X	X		HOUSEKEEPER / COOK / R.C.W.	14956.00
PERRY, Karen	00-July-91	24-Nov-01	X	X		R.C.W. / HOUSEKEEPER	13113.49
MOONIAS, Mary Jane	10-Feb-86	24-Nov-01	X	X		COOK / HOUSEKEEPER	11677.25
WILLIAMS, Maryann	28-Jul-95	24-Nov-01		X		HOUSEKEEPER	5994.75
BENSON, Ophelia	22-May-98	24-Nov-01			X	REFERRAL CLERK	5992.50
DAY, Lucy	12-Aug-98	24-Nov-01			X	COOK	5789.15
PRIMEAU, Paul	02-Sep-99	24-Nov-01	X			R.C.W.	4161.50
WESLEY, CAROLINE	21-Mar-97	24-Nov-01	X			R.C.W.	3647.75
McKAY, Melissa	08-Sep-99	24-Nov-01	X			R.C.W.	3527.25
ASHAMOCK, Stephanie	25-Oct-99	24-Nov-01	X			R.C.W.	2323.00
GILBEAU, Cecilia	11-Aug-99	24-Nov-01	X			R.C.W.	2291.26
SMITH, Donna	24-May-00	24-Nov-01	X			R.C.W.	2183.75
DESMOULIN, Lucia	25-Oct-99	24-Nov-01	X			COOK / HOUKEEPER	2150.04
JOURDAIN, Marty	02-Oct-00	24-Nov-01	X			R.C.W.	2040.50
KWANDIBENS, Patrick	02-Sep-99	24-Nov-01	X			R.C.W.	2037.25
FAYNE, Debbie	18-Jul-00	24-Nov-01	X			COOK / HOUSEKEEPER / RCW	1759.50
GOODICK, Mark	22-Sep-99	24-Nov-01	X			COOK	1691.00
WILLIAMS, Debbie	19-Jul-00	24-Nov-01	X			R.C.W.	1500.00

GESIC, Arthur	08-Nov-00	24-Nov-01	X		R.C.W.	1495.50
HUNTER, Margaret	25-May-00	24-Nov-01	X		COOK / HOUSEKEEPER / RCW	1140.00
GEORGE, Sharon	18-Jul-00	24-Nov-01	X		R.C.W.	946.00
BELL, Annabelle	14-Dec-99	24-Nov-01	X		R.C.W.	933.75
BOYD, Tammy	15-Sep-00	24-Nov-01	X		COOK / HOUSEKEEPER	755.00
CONCHAMBAY, Margaret	14-Nov-00	24-Nov-01	X		COOK / HOUSEKEEPER / RCW	679.50
MAGISKAN, Patricia	19-Jan-01	24-Nov-01	X		R.C.W.	608.50
KWISSISENS, Robert	23-Aug-01	24-Nov-01	X		R.C.W.	458.00
WILLIAMS, Andrew	20-Feb-01	24-Nov-01	X		R.C.W.	399.00
MAINVILLE, Chris	03-Mar-01	24-Nov-01	X		R.C.W.	366.00
FRETHOUR, Raymond	23-Aug-01	24-Nov-01	X		R.C.W.	360.00
MEEKIS, Christina	26-Jul-01	24-Nov-01	X		R.C.W.	292.50
CARR, Ina	24-Jul-00	24-Nov-01	X		COOK / HOUSEKEEPER	245.50
MAMAKEESICK, Newton	24-Aug-01	24-Nov-01	X		R.C.W.	227.50
MORRIS, Rita	18-Jul-00	24-Nov-01	X		R.C.W.	224.00
ROBINSON, Geraldine	08-Sep-99	24-Nov-01	X		R.C.W.	188.00
OGIMA, Georgina	02-Mar-01	24-Nov-01	X		HOUSEKEEPER	183.00
MORRIS, Dora	23-Aug-01	24-Nov-01	X		R.C.W.	179.00
HARTLEY, Simon	22-Mar-01	24-Nov-01	X		R.C.W.	152.00
MATHEWS, Ruth	25-Jul-01	24-Nov-01	X		HOUSEKEEPER	117.00
MESHAK, Pamela	11-Jun-01	24-Nov-01	X		COOK / HOUSEKEEPER	144.50
ESQUEGA, Jane	29-Oct-01	24-Nov-01	X		R.C.W.	130.00
MEEKIS, Elizabeth	22-Mar-01	24-Nov-01	X		HOUSEKEEPER	110.00
MEEKIS, Thomas	22-Mar-01	24-Nov-01	X		R.C.W.	96.50
WABASSE, Barbara	01-Nov-99	24-Nov-01	X		R.C.W.	86.00
BOYD, Came	17-Sep-01	24-Nov-01	X		COOK / HOUSEKEEPER	80.00
ANGECONEB, Margaret	29-Oct-01	24-Nov-01	X		R.C.W.	61.00
BLACKHAWK, Emily	05-Nov-01	24-Nov-01	X		R.C.W.	59.00
MOONIAS, Robert	19-Jan-01	24-Nov-01	X		R.C.W.	51.00
SUGARHEAD, Richard	23-Aug-01	24-Nov-01	X		R.C.W.	40.00
CROWLEY, Amelia	23-Jul-01	24-Nov-01	X		COOK	33.50
DUMOUCHELLE, Jennifer	14-Nov-01	24-Nov-01	X		R.C.W.	27.00
SMITH, Rhonda	31-Jul-01	24-Nov-01	X		R.C.W.	25.00
FAULCONER, Arlene	17-Sep-01	24-Nov-01	X		HOUSEKEEPER	23.50

SCHEDULE "D"

HOURS OF WORK

CLASSIFICATION	DAYS WORKED	HOURS WORKED
Full time Residential Care Worker	Monday to Friday	7:30 a.m. to 3:30 p.m. 3:30 p.m. to 11:30 p.m. 11:30 p.m. to 7:30 a.m.
Part time Residential Care Worker	Saturday & Sunday	7:30 a.m. to 3:30 p.m. 3:30 p.m. to 11:30 p.m. 11:30 p.m. to 7:30 a.m.
Referral Clerk	Monday to Friday	8:30 a.m. to 4:30 p.m.
Full time Cooks	Monday to Friday	7:30 a.m. to 3:30 p.m.
Relief Cooks	Saturday and Sunday	7:30 a.m. to 3:30 p.m.
Part time Housekeepers	Saturday and Sunday	10:00 a.m. to 3:00 p.m.
<p>The shift schedules may be amended as required by the operation of Wequedong Lodge.</p>		

**Wequedong Lodge of Thunder Bay
Salary Scales
Full and Part-time Front Line Workers***

CLASSIFICATION	LEVEL														
	2080	4160	6240	8320	10400	12480	14560	16640	18720	20800	22880	24960	27040	29120	31200
FLW I	19,760	20,155	20,558	20,969	21,389	21,817	22,253	22,698	23,152	23,615	24,087	24,569	25,060	25,562	26,073
FLW II	20,760	21,175	21,599	22,031	22,471	22,921	23,379	23,847	24,324	24,810	25,306	25,812	26,329	26,855	27,392
FLW III	21,760	22,195	22,639	23,092	23,554	24,025	24,505	24,995	25,495	26,005	26,525	27,056	27,597	28,149	28,712
FLW IV	22,760	23,215	23,680	24,153	24,636	25,129	25,631	26,144	26,667	27,200	27,744	28,299	28,865	29,442	30,031

***RESIDENTIAL CARE WORKERS, COOKS, HOUSEKEEPERS, REFERRAL CLERK**

***EMPLOYEE WILL BE ELEVATED ONE LEVEL FOR THE ABILITY TO SPEAK A NATIVE LANGUAGE**

CLASSIFICATION	QUALIFICATIONS
FLW I	Grade School, No Post Secondary Education, First Aid, Food Handling Cert.
FLW II	High School Diploma, First Aid, Food Handling Cert., Some Post Secondary
FLW III	Post Secondary Diploma/Certificate - College/University
FLW IV	University Degree

**Wequedong Lodge of Thunder Bay
Salary Scales
Relief Front Line Workers***

"RELIEF FRONTLINE EMPLOYEE WITH A NATIVE LANGUAGE"

CLASSIFICATION	LEVEL IN HOURS											
	0 hrs	1040	2080	4160	6240	8320	10400	12480	14560	16640	18720	20800
RFLW I	9.05	9.19	9.42	9.61	9.80	10.00	10.20	10.40	10.61	10.82	11.04	11.26
RFLW II	9.05	9.49	9.73	9.92	10.12	10.33	10.53	10.74	10.96	11.18	11.40	11.63
RFLW III	9.05	9.96	10.21	10.41	10.62	10.83	11.05	11.27	11.50	11.73	11.96	12.20
RFLW IV	9.05	10.44	10.70	10.91	11.13	11.35	11.58	11.81	12.05	12.29	12.54	12.79

* THE STARTING HOURLY WAGE FOR PROBATIONARY EMPLOYEES WILL BE \$9.05

* THE RELIEF FRONT LINE WORKERS ARE RESIDENTIAL CARE WORKERS, COOKS, AND HOUSEKEEPERS

* EMPLOYEES WILL BE ELEVATED ONE-HALF LEVEL FOR THE ABILITY TO SPEAK A NATIVE LANGUAGE DURING PERIOD OF 1040 HOURS TO 2080 HOURS THEN WILL REMAIN ONE ADDITIONAL LEVEL ABOVE SALARY GRID THEREAFTER

Eg) RFLW I with language, rate would be \$9.19 during period of 1040 to 2080 hours. After 2080 hours rate will be \$9.42

CLASSIFICATION	QUALIFICATIONS
RFLW I	Grade School, Some or No Post Secondary Education, First Aid, Food Handling Cert.
RFLW II	High School Diploma. First Aid, Food Handling Cert., Some Post Secondary
RFLW III	Post Secondary Diploma/Certificate - College/University, First Aid, Food Handling Cert.
RFLW IV	University Degree, First Aid, Food Handling Certificate

**Wequedong Lodge of Thunder Bay
Salary Scales
Relief Front Line Workers***

"RELIEF FRONTLINE WORKER WITHOUT A NATIVE LANGUAGE"

CLASSIFICATION	LEVEL IN HOURS											
	0 hrs	1040	2080	4160	6240	8320	10400	12480	14560	16640	18720	20800
RFLW I	9.05	9.14	9.23	9.41	9.60	9.79	9.99	10.19	10.39	10.60	10.81	11.03
RFLW II	9.05	9.44	9.53	9.72	9.92	10.11	10.32	10.52	10.73	10.95	11.17	11.39
RFLW III	9.05	9.91	10.01	10.21	10.41	10.62	10.84	11.05	11.27	11.50	11.73	11.96
RFLW IV	9.05	10.39	10.49	10.70	10.91	11.13	11.35	11.58	11.81	12.05	12.29	12.54

* THE STARTING HOURLY WAGE FOR PROBATIONARY EMPLOYEES WILL BE \$9.05

* THE RELIEF FRONT LINE WORKERS ARE RESIDENTIAL CARE WORKERS, COOKS, AND HOUSEKEEPERS

*SEE SCHEDULE "E" PAGE 2 - EMPLOYEES WITH A NATIVE LANGUAGE

CLASSIFICATION	QUALIFICATIONS
RFLW I	Grade School, Some or No Post Secondary Education, First Aid, Food Handling Cert.
RFLW II	High School Diploma, First Aid, Food Handling Cert., Some Post Secondary
RFLW III	Post Secondary Diploma/Certificate - College/University, First Aid, Food Handling Cert.
RFLW IV	University Degree, First Aid, Food Handling Certificate

SCHEDULE "E"

Appendix A

PAY ADMINISTRATION

1. Placement on the Salary Grid

Full and Part-time Employees' salary will be determined by increments of 1040 hours initially, and again at a subsequent 1040 hours and at increments of 2080 hours thereafter, and the classification they are determined to be by qualifications.

Employees will be elevated one (1) level if they have the ability to speak a Native Language.

Relief workers placement on the Relief Frontline Workers Salary Scales With and Without Language shall be similarly determined, with an initial increment being awarded at 1040 hours and again at a subsequent 1040 hours and at increments of 2080 hours thereafter,

2. Salary Grids

- ◆ Recognizes an Employee's total number of hours recognized for seniority.
- Protects an Employee who falls below his/her current salary
- Provides for Employees who are negatively affected by a conversion to hours of seniority be credited with the hours to bring them to the hours category that corresponds to their salary and allow them an increment when they reach 2080 hours from September 1, 2001, and then at increments of 2080 hours thereafter.
- To accurately grid each Employee on the salary scale, and up date resume is required on hiring, which will include education credentials and years of experience with Wequedong Lodge and with other Employers. An Employee who provides false information will be subject to sanctions and therefore the Employer requires copies of Employee's certificates and/or diplomas and/or degrees.
- Employee Evaluations are required to determine an Employee's level of work performance and to determine if a merit increase is warranted. If an Employee Evaluation is not completed by the required number of hours, for the next increment on the pay scale, the merit increase will be automatic.
- There will be no Peer Evaluations.
- New Employees will be paid in accordance with the salary scales except if otherwise negotiated with the Union.