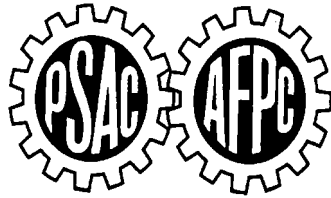


AGREEMENT BETWEEN



**THE PUBLIC SERVICE ALLIANCE OF
CANADA**

AND

RECEIVED
AUG 22 2011



WEQUEDONG LODGE OF THUNDER BAY

EXPIRY DATE: AUGUST 31, 2011

12882 (02)

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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, the Union and the 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 two (2) years.
- 2.02** Within four (4) months preceding the termination of this agreement on August 31st, 2011, 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”**^{yy} 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 members as a consequence of their membership in the organization.
- f) **“relief employees”** mean persons who have committed to be available to fill shifts on short notice as per the collective agreement.
- g) **“part-time employees”** means persons who have part-time employment during the weekends or odd shifts, and work less than thirty (30) hours per week.
- h) **“full-time employees”** means persons who have employment for thirty (30) hours or more per week.
- i) **“spouse”** means a person with whom the employee lives as a couple.
- j) **“regular hours”** means the employees’ normal work day.
- k) **“term employment”** means employment for a specified period of time.
- l) **“relief employment”** means irregular employment on an on-call basis as required by the Employer.
- m) **“special measures”** means an employee hired from a funding source outside of Wequedong Lodge’s core funding.
- n) **“lodges”** means either 228 South Archibald 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, and 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

- 5.01** 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 a scheduled meeting with Management to present a grievance;
- c) attending a meeting of the Labour Management Relations Committee under Article 21.01;
- d) attending a hearing before the Canadian Industrial Relations Board concerning this Collective Agreement;
- e) representing 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 a 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 at 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.

7.05 All executive members and stewards shall be granted leave to attend courses and conferences of the Union.

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. The Union will pay for two more employees to attend so the bargaining team will be four members and the staff negotiator. For all purposes this time shall be deemed to be time worked for all members of the bargaining team.

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 Employees 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 Classifications.
- 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, and 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 work place, 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) staff a pilot project.

13.03 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. 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.

A Relief 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.

13.04The 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 during that work week.

13.05A Relief Employee shall be available to work a minimum of six (6) 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 Employees are responsible for reviewing the shift schedule for the following month. The Employer will contact an affected Employee regarding any changes to the shift schedule thereafter.

13.06Any probationary Relief Employee who has not worked 320 hours by the end of the year will be terminated for not meeting the probationary requirements of the job. Any Relief Employee who has passed the probationary period who fails to meet this requirement shall be released, unless the Relief Employee has satisfied the Employer that they had reasonable cause for not working the required hours.

13.07Relief Employees who work ten days per month minimum shall have the option of accumulating vacation credits or receiving a vacation payout on each cheque. Employees who have accumulated vacation credits and have not used them by the end of the year will be paid out the entitlement. Vacation credits can be used to cover time off for illness or other leave.

.08Sp 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.

- a) Employees who fall under this category shall be excluded from the Hiring Procedures as outlined in Article 27.
- b) All provisions of this Agreement apply to Special Measures Employees, except Article 16 concerning Layoffs.

ARTICLE 14

MANAGEMENT RIGHTS

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

- 14.01** 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** 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** 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 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 two (2) months' 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 or Relief Employee who is required to accept the duties and responsibilities of a Full-Time Employee is considered acting in the Full-Time 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 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 who is On-Call Supervisor will receive a premium of \$250.00 per week.
- 17.07** An Employee required to work as Acting Field Supervisor will be paid no less than the starting rate for the Assistant Field Supervisor.

ARTICLE 18

ESSENTIAL SERVICE

- 18.01** The parties agreed that 15 days after the notice to bargain is given an essential service agreement shall be finalized and if the parties are unable to reach such an agreement, notice shall be given to the Minister of Labour.

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
RELATIONSHIP

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.

20.07 The Employer agrees to pay one dollar (\$1.00) per bargaining unit member per year to the PSAC Social Justice Fund. The payment will correspond to the Employer's year-end report for their funding body.

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 breaks, 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 items fall 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, and 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

22.01 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 his/her 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) 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 proceed to Step 3 of the grievance procedure, after the 10th day following the mediation procedure.
 - 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) day following the mediation session.

23.04 The Step 3 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 Step 1 of the grievance procedure; or thirty (30) calendar days from the end of Step 2 of the grievance procedure, if Step 2 is undertaken.

- 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

24.0 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 a thousand and forty (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 five hundred and twenty (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 five hundred and twenty (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 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 on the Seniority List, the order 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 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.

26.03 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.

26.04 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.

26.05 Recall

Employees who have been laid off shall be recalled in order of seniority (most senior first) through the Job Posting Procedure, excluding the position of Referral Clerk, providing the skill and ability and special qualifications as designated by the Employer have been met. Employees shall be recalled for a period of up to one (1) year from the date of layoff.

26.06 The Employer shall pay severance pay to Full-Time and Part-Time Employees whose employment is severed due to lack of work or closure of all or part of the Lodge. The severance pay shall be three (3) days for each 2080 hours of work up to a maximum of fifty (50) days.

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.

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

27.03 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.

27.04 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.

27.05 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.

27.06 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.

27.07 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.

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

27.09 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

HOURS OF WORK

- 29.01** The normal work week shall be forty (40) hours per week and the work week shall include five (5) consecutive working days.
- 29.02** The Lodge is a continuous operation and has three shifts that involve eight hours per shift and the start and end times vary depending on the operational requirements
- day shifts may run for eight continuous hours between 0600 hours and 1700 hours
 - afternoon shift may run for eight continuous hours between 1400 and 2400 hours
 - midnight shift may run for eight continuous hours between 2300 hours and 0800 hours.
- 29.03** Changes in shift schedules occur for operational requirements. The present and past practice for establishing shifts shall continue.
- 29.04** The Lodge has a seven day a week operation.
- 29.05** Part-time and Relief workers may work less than eight hours but no fewer than three hours per day.

29.06 For employees working more than five hours and up to eight hours per day, the work day shall include a thirty minute meal break on or off site in the middle of the work day, provided that operational requirements permit, otherwise, as close to the midpoint as possible. At no time shall the thirty (30) minute break period be taken at the end of the shift.

29.07 All employees are entitled to a fifteen (15) minute coffee break during the first and second half of their shift in an area made available to them by the employer for this purpose. The break may not be taken at the end of the shift.

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

OVERTIME

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

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

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

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

ARTICLE 30

PAY ADMINISTRATION

30.01 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 31

HOLIDAYS - GENERAL

31.01 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 | |

31.02 If operational requirements necessitate a Full-Time or Part-Time Employee working on a general holiday, the Employee may be given another day off, and paid time and one-half (1½x) for the hours worked on the holiday.

Relief workers shall be paid for the general holiday in addition to the premium for any hours worked.

Relief workers who have not worked the fifteen (15) days in the previous thirty (30) days to the general holiday shall be paid one-twentieth (1/20th) of the pay they have received in the previous thirty (30) days.

31.03 The general holiday pay for a Permanent Full-Time or Part-Time Employee, or a Term Employee, or a Special Measures Employee shall be their regular wages for a day.

31.04 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 with pay.

31.05 Hours for which general holiday pay is received shall count as hours worked for the purposes of seniority.

31.06 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 32

VACATION LEAVE

32.01 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 earn vacation credits at the rate of 0.83 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) After **twelve (12) years** in the continuous service of the Employer, a Permanent Full-Time Employee shall earn vacation credits at the rate of 2.08 days per month.
- e) The Employer shall pay 4% of gross wages to Term, Relief, and Special Measures Employees on each pay cheque in lieu of Vacation Leave and six percent (6%) of gross wages after six (6) consecutive years of service (12480 of seniority).

32.02 Part-Time Employees 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.

32.03 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.

- 32.04** An Employee may not be recalled to work while on Vacation Leave, unless on terms satisfactory to the Employee and the Union.
- 32.05** 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.
- 32.06** 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.
- 32.07** 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, certifying the period of absence due to illness.
- 32.08** 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.
- 32.09** The entitlement to earning Vacation credits while on leave, shall be recognized upon return to work.

ARTICLE 33

SICK LEAVE

- 33.01** Upon completion of three (3) consecutive months of employment, Full-Time and Part-Time Employees 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.
- 33.02** An Employee shall be eligible to carry over up to 20 days sick leave per year. At no time shall an employee have more than 20 sick leave days in his/her bank.
- 33.03** 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.

33.04 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.
- c) A maximum of three (3) sick days in a calendar year will not require Sick Leave Certificates.

33.05 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.

33.06 Employees shall provide, where possible, no less than two and a half (2.5) hours' notice that they are not able to work due to illness.

ARTICLE 34

BEREAVEMENT LEAVE

34.01 Upon the request of a Full-Time or Part-Time Employee, the Employer shall grant the Employee Bereavement Leave with Pay, for up to three (3) scheduled working days where there is a death in the Employee's immediate family, namely the death of the Employee's:

34.02 Spouse (including Common Law Spouse), Parent, 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.

34.03 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.

34.04 The Employer reserves the right to request documentation.

ARTICLE 35

INJURY ON DUTY LEAVE

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

35.02 An Employee who has suffered a work related illness or injury shall be entitled to Leave.

35.03 The Employer shall not dismiss, lay off, demote, or discipline any Employee because of an absence caused by a work related illness, or injury.

35.04 The Employer shall return an Employee to work who has been off work due to a work related injury or illness, where reasonably practical.

35.05 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 36

PERSONAL NEEDS LEAVE

- 36.01** Leave Without Pay for personal needs may be granted for a period of up to one year, pending operational requirements.
- 36.02** An employee shall be granted six (6) weeks compassionate care leave without pay for the care of a terminally ill family member.

ARTICLE 37

LEAVE FOR WITNESS/JURY DUTY

- 37.01** 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.
- 37.02** 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.
- 37.03** 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 29, 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.
- 37.04** 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 29, concerning Overtime, apply to any hours spent in attendance at the Arbitration Hearing that would constitute overtime for the Employee.
- 37.05** In the event that a Casual 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 38

EDUCATIONAL LEAVE

- 38.01** 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.
- 38.02** 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, and the request has been approved. The request will not be unreasonably withheld.
- 38.03** Educational leave may be taken for a maximum of one (1) year, unless otherwise agreed upon by the Employer and the Employee.
- 38.04** An Employee on Educational Leave will not be covered under the existing Long Term Disability Plan.
- 38.05** An Employee must pay his/her portion of the premium for the Pension Plan.
- 38.06** An Employee can opt to continue Life Insurance Coverage but must pay 100% of his/her premium.

ARTICLE 39

MATERNITY LEAVE

- 39.01** The Employer shall grant seventeen (17) weeks' Maternity Leave without Pay providing the Employee has completed six (6) consecutive months of employment with the Employer by the time their Leave begins.
- 39.02** 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.
- 39.03** 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.

39.04 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 40

MATERNITY RELATED REASSIGNMENT LEAVE

40.01 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.

40.02 The request must be 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.

40.03 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 41

PARENTAL LEAVE

41.01 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 the Employer by the time their Leave begins.

41.02 The Employee must provide the Employer four (4) weeks' notice before beginning Parental Leave indicating the length of Leave intended.

41.03 Parental Leave must be taken within the fifty-two (52) weeks following the child's birth, or the time the child actually comes into the parent's custody.

41.04 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.

41.05 Parental Leave and Maternity Leave cannot exceed fifty-two (52) weeks combined.

ARTICLE 42

PERSONNEL FILES

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

42.02 Letters of discipline over two years old shall be removed from the files and sealed at the Employee's request if no additional discipline has been documented in the two year period. Sealed files shall only be accessed when there are liability issues concerning a client of the Lodge.

42.03 All disciplinary investigations shall offer members representation before any decisions are made. Such meetings shall not occur within twenty-four (24) hours of notice to the Employees and Union.

ARTICLE 43

CALL INS

43.01 Call-Ins for employment purposes for all staff shall be for period of at least three (3) hours.

43.02 Management is agreeable to one (1) staff meeting per month. Employees will be paid for actual hours in attendance at staff meetings.

ARTICLE 44

SPLIT SHIFTS

44.01 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.

ARTICLE 45

CLASSIFICATIONS AND RATES OF PAY

45.01 Wage rates for each Classification shall be as set out in **Schedule "E"**, of this Agreement, and attached hereto.

ARTICLE 46

PENSIONS

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

46.02 The Employer shall remit the Employer's 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 47

LONG TERM DISABILITY

47.01 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 Employee. The basic conditions of the Long Term Disability Plan will be a minimum of:

- 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 of 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 pension 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 benefits under the Long Term Disability Plan.
- f) The decisions of the insurance company are not grievable.

ARTICLE 48

LIFE INSURANCE

48.01 Wequedong Lodge of Thunder Bay agrees to pay 100% of the premium costs for Life Insurance providing the enrolment requirements are satisfactorily met by the Employee.

Signed at _____, Ontario, this 15th day of September, 2010.


WEQUEDONG LODGE OF
THUNDER BAY (Employer)

PUBLIC SERVICE ALLIANCE OF
CANADA (Union)



Gerry Halabecki

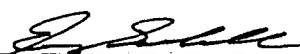
Karen Perry

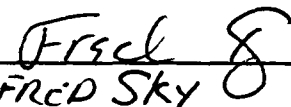
Paul Primeau



CHARLES MORRIS

Olive Schori


Betsy Ledger


Ernie Snowball


FRED SKY


Sandra Goodrick

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.

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 the Collective Agreement. Such notice shall be referred to Labour Canada.

Schedule C

1	FOX, Linda	14-May-90	20-Mar-10			X	R.C.W.	39773.25
2	MATHEWSON, Bernadette	26-Jul-93	20-Mar-10			X	R.C.W.	34265.15
3	REDSKY, Orton	17-Dec-91	20-Mar-10			X	R.C.W.	32895.22
4	BOUCHARD, Nora	30-Aug-93	20-Mar-10			X	R.C.W.	32600.80
5	SCHORI, Olive	11-Sep-92	20-Mar-10			X	HOUSEKEEPER / COOK	31688.27
6	KAKEKAGUMICK, Mona	6-Sep-91	20-Mar-10			X	R.C.W.	29790.66
7	PERRY, Karen	1-Jul-91	20-Mar-10			X	R.C.W.	29668.99
8	MOONIAS, Mary Jane	10-Feb-86	20-Mar-10			X	COOK	28557.25
9	BENSON, Ophelia	22-May-98	20-Mar-10			X	REFERRAL CLERK	22700.50
10	PRIMEAU, Paul	2-Sep-99	20-Mar-10			X	R.C.W	20883.50
11	HUNTER, Margaret	25-May-00	20-Mar-10		X		HOUSEKEEPER	16354.81
12	CONCHAMBAY, Margaret	14-Nov-00	20-Mar-10	X			COOK / RCW	14283.96
13	OGIMA, Georgina	2-Mar-01	20-Mar-10		X		HOUSEKEEPER	13353.34
14	SMITH, Donna	24-May-00	20-Mar-10	X			R.C.W.	12889.59
15	ANDERSON, Susan	21-Jan-02	20-Mar-10	X			R.C.W / COOK	11791.80
16	PLUMMER, Jean	26-Sep-02	20-Mar-10	X			COOK	11481.59
17	HUNTER, Louisa	10-Jun-04	20-Mar-10	X			HOUSEKEEPER	8576.30
18	ATATISE, Robin	16-Jun-04	20-Mar-10	X			R.C.W.	8525.50
19	WILLIAMS, Andrew	20-Feb-01	20-Mar-10	X			R.C.W.	8108.00
20	LAWSON, Josephine	17-Jan-05	20-Mar-10	X			HOUSEKEEPER	7972.00
21	BUNN, Russell	6-Dec-05	20-Mar-10			X	R.C.W.	7850.00
22	PENASIE, Jessica	7-Jun-06	20-Mar-10	X			COOK	7190.75
23	KWANDIBENS, Patrick	2-Sep-99	20-Mar-10	X			R.C.W.	7003.25
24	MORRIS, Dora	23-Aug-01	20-Mar-10	X			R.C.W.	6733.63
25	MORISSETTE, Lisa	12-May-06	20-Mar-10			X	R.C.W.	6570.50
26	MCKAY, Colleen	7-Sep-06	20-Mar-10	X			HOUSEKEEPER / RCW	6384.25
27	ISERHOFF, Lawrence	29-Nov-06	20-Mar-10	X			R.C.W.	6007.00
28	THOMPSON, Anita	7-Sep-06	20-Mar-10	X			COOK / RCW	5508.90
29	ANDERSON, Mary	17-May-06	20-Mar-10	X			HOUSEKEEPER / RCW	4453.50
30	PAYPOMPEE, Lorraine	26-Sep-02	20-Mar-10	X			R.C.W. / HOUSEKEEPER	4130.65
31	ANDERSON, Roger	16-Feb-07	20-Mar-10	X			R.C.W.	4014.75
32	RAVEN, Patricia	4-Oct-07	20-Mar-10	X			COOK	3952.00

	NAME	START DATE	END DATE	PRESENT STATUS				TOTAL HOURS
34	KEESIC, Jimmv	19-Apr-07	20-Mar-10	X			R.C.W	3797.50
35	FISHER, Ken	30-Nov-06	20-Mar-10	X			R.C.W.	3602.75
36	MISHENENE, Richard	4-Oct-07	20-Mar-10	X			R.C.W.	3563.00
37	KETASH, Ronalda	19-May-06	20-Mar-10	X			R.C.W.	3321.75
38	MATTINAS, Wanda	9-Jul-08	20-Mar-10	X			R.C.W.	3268.50
39	MCKAY, Donald	19-Jun-07	20-Mar-10	X			RCW	3228.25
40	PINNOCK, Michael	16-Jun-07	20-Mar-10	X			COOK	3225.75
41	WILLIAMS, Debbie	1-Jan-04	20-Mar-10	X			R.C.W.	3009.25
42	AUGUSTINE, Naomi	10-Mar-03	20-Mar-10	X			R.C.W.	2990.39
43	BEARDY, Elaine	27-Jun-07	20-Mar-10	X			HOUSEKEEPER	2784.75
44	WABOOSE, Leonard	19-Nov-08	20-Mar-10	X			R.C.W.	2576.75
45	MCKAY, Bob	16-Feb-08	20-Mar-10	X			R.C.W.	2561.00
46	MATTINAS, Roberta	19-Feb-08	20-Mar-10	X			R.C.W.	2543.00
47	NOTHING, Georae	14-Jul-08	20-Mar-10	X			R.C.W.	2465.00
48	SNOWBALL, Ernie	14-Oct-08	20-Mar-10	X			RCW / HOUSEKEEPER	2402.50
49	MIELKE, Ida	8-Jun-05	20-Mar-10	X			R.C.W.	2225.00
50	KAKEKAPETUM, Theresa	19-Nov-08	20-Mar-10	X			R.C.W. / HOUSEKEEPER	2086.25
51	SANDAU, Susan	19-Nov-08	20-Mar-10	X			RCW / / HOUSEKEEPER/COOK/ TRANSLATOR	2036.50
52	GAGNON, Mary	2-Dec-08	20-Mar-10	X			R.C.W. /HOUSEKEEPER	2011.25
53	BELMORE, Kevin	15-Jun-04	20-Mar-10	X			R.C.W.	1963.68
54	MESHAK, Ruth	15-Oct-08	20-Mar-10	X			RCW	1813.50
55	BIEDRZYCKI, Linda	15-Jul-08	20-Mar-10	X			R.C.W.	1701.00
56	MESHAK, Patrick	3-Feb-09	20-Mar-10	X			R.C.W./COOK	1683.25
57	BEAUCAGE, Kevin	7-Jun-08	20-Mar-10	X			COOK	1579.25
58	KWANDIBENS, Ronald	21-Oct-09	20-Mar-10	X			R.C.W. / HOUSEKEEPER/ COOK	1408.00
59	LeSARGE, Sherrie-Ann	6- AD^09	20-Mar-10	X			HOUSEKEEPER/COOK / RCW	1210.75
60	MCKAY, Nicole	19-Feb-08	20-Mar-10	X			R.C.W.	1179.50
61	LYONS, Garv	30-Jan-09	20-Mar-10	X			R.C.W.	1140.50
62	TRESHAM, Viola	29-Nov-06	20-Mar-10	X			R.C.W.	1126.50
63	MAGISKAN, Patricia	12-Apr-09	20-Mar-10	X			R.C.W.	1025.25
64	SABOURIN, Faye	27-Apr-09	20-Mar-10	X			RCW/ HOUSEKEEPER	837.50
65	BANNING, Yvonne	6-Apr-09	20-Mar-10	X			COOK/ HOUSEKEEPER	803.00
66	KAKEPETUM, Rennie	15-Sep-05	20-Mar-10	X			R.C.W.	626.75
67	KWISSIWA, Terrance	6-Apr-09	20-Mar-10	X			R.C.W. / COOK	614.25
68	MORRISSEAU, Sanderea	9-Nov-09	20-Mar-10	X			R.C.W.	564.00

	NAME	START DATE	END DATE	PRESENT STATUS				TOTAL HOURS
69	SOFEA, Matthew	11-May-09	20-Mar-10	X			RCW	544.50
70	SKUNK, Stewart	4-Oct-07	20-Mar-10	X			COOK	523.00
71	MEQUANAWAP, Roderick	20-Oct-08	20-Mar-10	X			R.C.W.	491.50
72	SMITH, Andrea	4-Oct-07	20-Mar-10	X			R.C.W.	458.75
73	WAPOOSE, Gordon	8-Dec-09	20-Mar-10	X			COOK	436.25
74	SAMUELSON, Carol	13-Nov-09	20-Mar-10	X			R.C.W.	407.25
75	BEARDY, Louis	8-Dec-09	20-Mar-10	X			R.C.W.	379.75
76	EDWARDS, Ernest	15-Dec-09	20-Mar-10	X			R.C.W.	279.50
77	BRISKET, Robert	18-Nov-08	20-Mar-10	X			R.C.W.	244.75
78	ALBANY, Adam	9-Nov-09	20-Mar-10	X			R.C.W.	216.50
79	GAGNON, Douglas	14-Oct-09	20-Mar-10	X			R.C.W.	199.25
80	CAMPBELL, Anne	1-Dec-09	20-Mar-10	X			HOUSEKEEPER	188.50
81	HARDY, Nicole	13-Feb-09	20-Mar-10	X			HOUSEKEEPER	178.00
82	KLEYWEGT, Sophia	12-Nov-09	20-Mar-10	X			R.C.W.	136.25
83	MESHAK, Erik	2-Mar-10	20-Mar-10	X			HOUSEKEEPER/COOK	78.75
84	LACHINETTE, Donna	10-Dec-09	20-Mar-10	X			R.C.W.	60.50
84	LITTLEDEER, Rebecca	2-Mar-10	20-Mar-10	X			HOUSEKEEPER	59.50
85	SOFEA, Richard	2-Mar-10	20-Mar-10	X			R.C.W.	54.00
86	NICKOSHIE, Randy	2-Mar-10	20-Mar-10	X			R.C.W.	40.00
87	YESNO, Helen	18-Mar-10	20-Mar-10	X			R.C.W.	16.00

SCHEDULE "D"

Classification and Hours of Work

CLASS	DAYS WORKED	HOURS WORKED
Permanent Full-Time Residential Care Worker	Monday - Friday	7:30 a.m. – 3:30 p.m. 3:30 p.m. – 11:30 p.m. 11:30 p.m. – 7:30 a.m.
Permanent Part-Time Residential Care Worker	Saturday - Sunday	7:30 a.m. – 3:30 p.m. 3:30 p.m. – 11:30 p.m. 11:30 p.m. – 7:30 a.m.
Referral Clerk	Monday - Friday	8:30 a.m. – 4:30 p.m.
Full-Time Cooks	Monday - Friday	7:30 a.m. – 3:30 p.m.
Relief Cooks	Saturday and Sunday	10:00 a.m. – 2:00 _{pm} 7:30 a.m. – 3:30 _{pm}
Part-Time Housekeepers	Monday - Friday	10:00 a.m. – 3:00 p.m.
The shift schedule may be amended as required by the operation of the Lodge.		

SCHEDULE "E"

Wequedong Lodge of Thunder Bay
Wage Rates/Salary Scales
Full-Time, Part-Time and Relief Employees

LEVEL IN HOURS							
ALL POSITIONS	0	1040	2080	4160	6240	8320	10400
Hourly Rate	\$10.75	\$11.25	\$11.75	\$12.10	\$12.45	\$12.80	\$13.15
Annual Salary Rate	\$22,360	\$23,400	\$24,440	\$25,168	\$25,896	\$26,624	\$27,352

ALL POSITIONS	12480	14560	16640	18720	20800	22880	24960
Hourly Rate	\$13.50	\$13.85	\$14.20	\$14.55	\$14.90	\$15.25	\$15.60
Annual Salary Rate	\$28,080	\$28,808	\$29,536	\$30,264	\$30,992	\$31,720	\$32,448

ALL POSITIONS	27040	29120	31200	33280	35360	37440	39520
Hourly Rate	\$15.95	\$16.30	\$16.65	\$17.00	\$17.35	\$17.70	\$18.05
Annual Salary Rate	\$33,176	\$33,904	\$34,632	\$35,360	\$36,088	\$36,816	\$37,544

ALL POSITIONS	41600	43680	45760	47840	49920	52000	54080
Hourly Rate	\$18.40	\$18.75	\$19.10	\$19.45	\$19.80	\$20.15	\$20.50
Annual Salary Rate	\$38,272	\$39,000	\$39,728	\$40,456	\$41,184	\$41,912	\$42,640

SCHEDULE "E"

Appendix "A"

PAY ADMINISTRATION

1. Placement on the Salary Grid

Full-Time and Part-Time Employees' salary will be determined by increments of one thousand and forty (1040) hours initially, and again at a subsequent one thousand and forty (1040) hours and at increments of two thousand and eighty (2080) hours thereafter, and the classification they are determined to be at by qualifications.

2. Salary Grids

- i) Recognizes an Employee's total number of hours recognized by seniority.
- ii) Protects an Employee who falls below his/her current salary
- iii) There will be no Peer Evaluations.
- iv) New Employees will be paid in accordance with the salary scales except if otherwise negotiated with the Union.

MEMORANDUM OF UNDERSTANDING

Between

WEQUEDONG LODGE OF THUNDER BAY

And

THE PUBLIC SERVICE ALLIANCE OF CANADA

Concerning

CINUP – THE GROUP INSURANCE/EMPLOYEE BOOKLET

The Employer and the Union recognize that the costs of the employees' benefit plans are increasing on a year-to-year basis.

The Union recognizes that the Employer is reviewing their insurance supplier with an eye towards cost savings.

The Employer commits to the status quo on premiums and benefits for both Parties. For greater clarity the Employer shall continue to pay the following split: 80% for the employer and 20% for the employees.

The Employer further commits to bringing any changes to the Labour Management Consultation committee for review and discussion prior to implementing any changes.

For the Employer

For the Union

Date: _____