

**AGREEMENT BETWEEN**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**



**AND**

**WEQUEDONG LODGE OF THUNDER BAY**



**SEPTEMBER 1, 2019 to AUGUST 31, 2021**

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## **GENERAL PROVISIONS**

### **ARTICLE 1**

#### **PURPOSE OF AGREEMENT**

- 1.01** 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**

#### **PRECEDENCE OF LEGISLATION AND THE COLLECTIVE AGREEMENT**

- 2.01** In the event that any law passed by Parliament applying to employees:
- a) renders null and void any provision of this agreement, or
  - b) identifies a benefit greater than allowed for in this agreement,

The legislation shall take precedence.

The remaining unaffected provisions of the agreement shall remain in effect for the term of the agreement.

### **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

in accordance with the Employment Insurance Act of Canada and illness or injury as compensated by the Workplace Safety and Insurance Board.

- c) **“employer”** means the non-profit society of 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.
- 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 *are* normally scheduled to work less than thirty-two (32) hours per week.
- h) **“full-time employees”** mean persons who are normally scheduled for thirty-two (32) 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) **“special measures”** means an employee hired from a funding source outside of Wequedong Lodge’s core.
- l) **“lot”** means to decide a question by a chance drawn from a set of names drawn from a container.
- m) **“operational requirements”** are the work itself to be performed and not administrative or economic criteria.
- n) **“day”** means a calendar day.

## **ARTICLE 4**

### **RECOGNITION, 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 excluding the Executive Director, Finance Administrator, Executive Assistant, Maintenance Manager, Supervisors, Payroll and Benefits Officer, and Human Resources Manager.
- 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**

### **MANAGEMENT RIGHTS**

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

- 5.01** Determine the nature and subject matter of all programs, services and their expansion, limitation, curtailment, or cessation;
- 5.02** 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;
- 5.03** 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 14, shall be subject to the Grievance Procedure and Arbitration;

**5.04** Determine the location of operations.

## **UNION SECURITY and LABOUR RELATIONS**

### **ARTICLE 6**

#### **UNION REPRESENTATIVES**

**6.01** 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 7**

#### **APPOINTMENT OF UNION REPRESENTATIVES**

**7.01** 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.

**7.02** The Union will keep the Employer advised of the names of Employees who act as Union Representatives in any capacity.

**7.03** There will not be any union activity on the premises of the Lodge(s) without 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 8

### TIME OFF FOR UNION BUSINESS

**8.01** A Union Representative appointed under Article 7.01, 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 18.01;
- 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.

**8.02** 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.

**8.03** An Employee who is a grievor or a witness for the Union shall be given Leave without Pay to attend and Arbitration Hearing under Article 20.

- 8.04** 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 20 shall be given Leave without Pay to attend that portion of the Hearing necessary to give evidence.
- 8.05** All executive members and stewards shall be granted leave to attend courses and conferences of the Union.
- 8.06** 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 and shall report to his/her Supervisor at the time of 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 8. 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.
- 8.07** The Union will provide a union leave request letter to the Employer a minimum of one (1) month in advance listing the Employee(s) name, date(s) of union leave and payment protocol.

## **ARTICLE 9**

### **NEGOTIATING COMMITTEE**

- 9.01** The Employer will grant Leave Without Pay to a maximum of three (3) Employees for the purpose of attending contract negotiation meetings on behalf of the Union. The Union will pay for the three (3) employees to attend so the bargaining team will be three (3) members and the staff negotiator. For all purposes this time shall be deemed to be time worked for all members of the bargaining team.
- 9.02** The Employer will provide continued pay to a maximum of three (3) 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.

## **ARTICLE 10**

### **INFORMATION**

- 10.01** The Employer will provide the Union with a list of all Employees and their Classifications.
- 10.02** As a change occurs, the Employer will update the list and will provide a copy to the Union.
- 10.03** At the time of hire, all new Employees will be provided a copy of the Collective Agreement and the Employer's Policy and Procedures.
- 10.04** 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 and allow a thirty (30) minute orientation by a Union representative to a unionized workplace.
- 10.05** 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.
- 10.06** The Employer shall allow the Union to fax notices and bulletins for posting.

## **ARTICLE 11**

### **BULLETIN BOARD SPACE**

- 11.01** 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 events of the union.

## **ARTICLE 12**

### **UNION LABEL**

**12.01** 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 13**

### **JOB SECURITY**

#### **13.01 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 14**

### **AGENCY CLOSURE**

**14.01** Where the Employer intends to permanently cease operations, 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 consultation with the Union.

## **ARTICLE 15**

### **ESSENTIAL SERVICE**

**15.01** The parties agreed that fifteen (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 16**

### **STRIKES OR LOCKOUTS**

**16.01** 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 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.

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

## **ARTICLE 17**

### **RELATIONSHIP**

**17.01** 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 the Employees from whose wages no such deductions were made. Newly hired, terminated, laid off, and recalled Employees will be identified on such a list.

**17.02** Deduction of Union Dues will commence from date of employment in accordance with 17.01 above.

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

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

**17.05** 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.

**17.06 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.

**17.07** 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 18**

**COMMITTEES**

**18.01 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 bimonthly, 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.

### **18.02 Joint Health and Safety Committee**

- a) The Employer and the Union mutually desire to maintain standards of safety and health in the Lodge 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 Joint 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 with 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 Representative 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 Joint Health and Safety Committee Representative 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 endeavor to obtain the full cooperation of its Membership in the observation of all safety rules and practices.

## **ARTICLE 19**

### **HEALTH AND SAFETY**

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

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

**20.01** 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 the 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 Union may consult with the Employer concerning any grievance at any step of the Grievance Procedure.
- e) A decision made at any step of the Grievance Procedure is not binding on the parties unless it is in writing, signed by decision maker, and delivered to the parties either by hand, or by Registered Mail or by email with verification of receipt.
- f) All disciplinary investigations shall offer members representation during the process. Such meetings shall not occur within twenty-four (24) hours of notice to the Employees and Union, unless under exceptional circumstances.
- g) For grievances arising from harassment or discrimination, any step in this grievance process may be skipped when the person hearing the grievance is the subject of the grievance, so long as the grievor agrees.
- h) Any grievance arising from termination shall be heard at Step 2.

Except where otherwise provided for in this agreement, a grievance shall be processed by recourse to the following steps:

**20.02** The **Step 1** Procedure is as follows:

- a) A grievance must be filed at Step 1 within twenty-five (25) calendar days after the grievor becomes aware of the action or circumstances giving rise to the grievance.

- b) Grievances at Step 1 will be heard by the grievor's immediate Supervisor and Human Resources or designate.
- c) A hearing will be held with the grievor within fifteen (15) calendar days of the Supervisor receiving the grievance.
- d) The Supervisor shall render his/her decision in writing within fourteen (14) calendar days of the grievance hearing.
- e) If the grievor is dissatisfied with the decision at Step 1, the Union may transmit the grievance to the next level within fifteen (15) calendar days of receiving the decision.
- f) Deadlines may be extended by mutual agreement of the parties.

**20.03** The **Step 2** Procedure is as follows:

- a) Within fifteen (15) calendar days of receipt, the Executive Director will hold a hearing with the grievor and his/her representative.
- b) The Executive Director will render his/her decision in writing within fourteen (14) calendar days of the grievance hearing at Step 2.
- c) If the grievor is dissatisfied with the decision at Step 2, the Union may proceed with arbitration at Step 3 of the grievance process.
- d) Deadlines may be extended by mutual agreement of all the parties.

**20.04** The **Step 3** Procedure is as follows:

- a) The Union shall notify the Employer of the intention to refer the grievance to arbitration within thirty (30) calendar days of the receipt of the Executive Director's decision at Step 2.
- b) By mutual agreement, the parties may present the grievance to Federal Mediation Services to reach settlement before arbitration.
- c) 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.

- d) 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.
- e) 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.
- f) The Arbitrator shall hear the grievance as soon as possible. The decision, once forwarded to the parties, is final and binding.
- g) The Arbitrator may determine when a grievance is arbitrable.
- h) 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.
- i) The fees of the single Arbitrator shall be shared jointly by the parties hereto.

## **ARTICLE 21**

### **NO DISCRIMINATION OR HARASSMENT**

- 21.01** For all purposes of this Article, the prohibited grounds of discrimination are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.
- 21.02** The Employer shall ensure the work place is free of harassment and discrimination.
- 21.03** No party who is subject of such a complaint shall be involved with any stage of investigation or decision making on the matter.

**21.04** Violence in the workplace shall not be tolerated.

## **ARTICLE 22**

### **NO WORKPLACE VIOLENCE**

**22.01** The Union and the Employer recognize the right of Employees to work in an environment free from violence, bullying or psychological harassment. The Employer shall take every reasonable precaution to provide a workplace free of violence, in accordance with applicable legislation.

## **LEAVE PROVISIONS**

## **ARTICLE 23**

### **HOLIDAYS - GENERAL**

**23.01** The following days are general holidays with pay:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) National Indigenous Peoples' Day
- g) Canada Day
- h) Civic Holiday
- i) Labour Day
- j) Thanksgiving Day
- k) Remembrance Day
- l) Christmas Day
- m) Boxing Day

**23.02** If operational requirement necessitates a Full-Time or Part-Time Employee working on a general holiday, the Employee shall be given another day off, and paid time and one-half (1 ½X) 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 (1/20<sup>th</sup>) of the pay they have received in the previous thirty (30) days.

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

**23.04** Where a paid holiday falls on a day that is not a regular work day for a Full-Time Employee, or a Part-Time Employee, the Employee shall receive the next regular working day off with pay.

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

**23.06** 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 24**

### **VACATION LEAVE**

**24.01** A Part-Time Permanent Employee and a Full-Time Permanent Employee shall earn vacation credits as follows:

- a) The employer shall pay four percent (4%) of gross wages to 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 (12,480 of seniority).
- b) Relief Employees shall have the option of accumulating vacation credits or receiving vacation payout on each cheque. Employees who have accumulated vacation credits and have not used them by the end of the fiscal year will be paid out the entitlement. Vacation credits can be used to cover time off for illness or other leave.

<b>Vacation Leave</b>	<b>Hours Worked</b>	<b>Vacation Days Per Month</b>	<b>Calculated Per Pay Period Ending</b>	<b>VACATION DAYS PER YEAR</b>
a) After one year	0-8,319	0.83	3.08	10.00
b) After four years	8,320-16,639	1.25	4.62	15.00
c) After eight years	16,640-24,959	1.66	6.15	20.00
d) After twelve years	24,960 +	2.08	7.69	25.00

**24.02** 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.

**24.03** 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 April 1<sup>st</sup>, 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.

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

**24.05** At the time of layoff under Article 39, the Employee shall receive the cash equivalent of any accumulated Vacation credits at their current rate of pay, subject to the maximum accumulation.

**24.06** An Employee may accumulate Vacation credits while on Maternity/ Parental Leave, providing they have completed six (6) months of continuous employment.

**24.07** An Employee may accumulate Vacation credits while on Sick Leave for a maximum entitlement period of fifteen (15) 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.

**24.08** 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.

**24.09** The entitlement to earned Vacation credits while on leave shall be recognized upon return to work.

## **ARTICLE 25**

### **MEDICAL LEAVE**

**25.01** Upon completion of three (3) consecutive months of employment, Full-Time and Part-Time Employees shall be entitled to Medical Leave with Pay at the rate of eight (8) hours (one day) per calendar month, for any month in which the Employee receives at least ten (10) days' pay, to a maximum of ninety-six (96) (twelve (12) days) per calendar year.

**25.02** Part-time Employees shall earn Medical Leave credits on a prorated basis, with the Employee's actual hours of work, per pay period, being the basis for the ratio applied.

**25.03** An Employee shall be eligible to carry over up to two hundred (200) hours (25 days) medical leave per calendar year. At no time shall an employee have more than 200 hours (25 days) medical leave in his/ her bank.

**25.04** Medical 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;
- f) Up to three (3) days in a calendar year to provide for the temporary care of a sick member of the employee's family; or
- g) Mental health purposes.

**25.05** The Employer may require a note from the Employee's physician, dentist or other health care provider which indicates that the Employee was unable to carry out his/her duties.

**25.06** Up to four hundred and eighty (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.

**25.07** 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 26**

### **BEREAVEMENT LEAVE**

**26.01** Upon the request of a Full-Time or Part-Time Employee, the Employer shall grant the Employee Bereavement Leave, for up to five (5) consecutive working days, of which the first three (3) days are paid where there is a death in the Employee's immediate family, namely the death of the Employee's:

- Spouse (including Common Law Spouse),
- Parent,
- Spouse of Mother or Father (including Common Law Spouse),
- Child(ren),
- Sister or Brother,
- Father-in-Law (including Common Law) or Mother-in-Law (including Common Law),
- Sister-in-Law or Brother-in-Law,
- Grandparents,
- Grandchildren,
- And any member permanently residing in the Employee's household, or with whom the Employee resides.



**26.02** Upon the request of an Employee, the Employer shall grant the Employee Bereavement Leave with Pay for up to one (1) day to attend the funeral of a Cousin, Niece, or Nephew, Aunts or Uncles.

**26.03** Where an Employee must travel to a funeral, the Employer may grant an additional two (2) days leave without pay.

**26.04** The Employer reserves the right to request documentation.

## **ARTICLE 27**

### **INJURY ON DUTY LEAVE**

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

**27.02** The Employee who has suffered a work-related illness or injury shall be entitled to Leave.

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

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

**27.05** The 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 28**

### **PERSONAL NEEDS AND COMPASSIONATE CARE LEAVE**

**28.01** Leave Without Pay for personal needs may be granted for a period up to one (1) year, pending operational requirements, and with reasonable notice to the Employer.

**28.02** An Employee shall be granted compassionate care leave without pay for the care of a terminally ill family member, in accordance with the applicable Federal legislation.

## **ARTICLE 29**

### **LEAVE FOR WITNESS/JURY DUTY**

**29.01** 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.

**29.02** 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.

**29.03** 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 42, 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.

**29.04** An Employee who is called as a witness by the Employer at an Arbitration Hearing under Article 20, shall not suffer any loss of pay as a result, and the provisions of Article 42, concerning Overtime, apply to any hours spent in attendance at the Arbitration Hearing that would constitute overtime for the Employee.

**29.05** 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 30**

### **EDUCATIONAL LEAVE**

- 30.01** Educational Leave is defined as a leave of absence for one (1) month or more, for education, training courses, or seminars. Educational Leave will normally be taken at a recognized institution of learning. Documentation from an accredited institution shall be provided to the Employer by the Employee.
- 30.02** Subject to operational requirements, the Employer may grant Educational Leave as requested by an Employee, provided notice, in writing, has been given at the earliest opportunity, and the request has been approved. The request will not be unreasonably withheld.
- 30.03** Educational leave may be taken for a maximum of one (1) year, unless otherwise agreed upon by the Employer and the Employee.

## **ARTICLE 31**

### **MATERNITY LEAVE**

- 31.01** The Employer shall grant Maternity Leave without Pay in accordance with all applicable legislation.
- 31.02** Maternity Leave may be taken in accordance with the applicable legislation.
- 31.03** 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.

**31.04** 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 32**

### **MATERNITY RELATED REASSIGNMENT LEAVE**

**32.01** 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 may pose a risk to the Employee's health, or that of the fetus, or child.

**32.02** 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.

**32.03** The Employer shall examine the request, in consultation with the Employee, and where reasonably practicable, modify the Employee's job functions or reassign her.

## **ARTICLE 33**

### **PARENTAL LEAVE**

**33.01** An Employee who assumes care and custody of a newborn or newly adopted child, shall be entitled to Leave without Pay in accordance with all applicable legislation, providing the Employee has completed six (6) consecutive months of employment with the Employer by the time their Leave begins.

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

**33.03** Parental Leave must be taken within the parameters set out in accordance with all applicable legislation.

**33.04** 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.

## **ARTICLE 34**

### **MISCELLANEOUS LEAVES**

**34.01** Application for a leave under Federal legislation will be made to the immediate Supervisor at the Employee's earliest convenience.

Approval will be made in accordance with Federal legislation.

## **WORKING CONDITIONS, PAY ADMINISTRATION, AND DURATION**

## **ARTICLE 35**

### **POSITIONS AND CATEGORIES OF EMPLOYMENT**

**35.01** The four (4) categories of employment are:

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

#### **35.02 Relief Employees**

- a) The employer will utilize Relief Employees, in order of seniority, to fill positions temporarily vacated by full-time or part-time Employees, if they have the required skills for the position.
- b) Relief Employees are expected to be available for work when called in to work and to inform the Supervisor of any period in which they will be unavailable for work.

**35.03** 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 again during the work week.

**35.04** A 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 per month. Failure to meet this requirement over a period of two (2) months shall be subject to review by the employer.

**35.05** Any probationary Relief Employee who has not worked three hundred and twenty (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.

**35.06 Special Measures Employee**

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

All provisions of this Agreement apply to Special Measures Employees, except Article 39 concerning Layoffs.

**ARTICLE 36**

**ACTING ASSIGNMENTS**

**36.01** 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.

**36.02** Acting Assignments will be posted and staffed under the rules set out in the Staffing 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; filled by the most senior employee meeting the requirements of the position as may be determined by an interview and selection

process. For greater clarity, absences due to annual vacation are not subject to the Staffing Article.

- 36.03** 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.
- 36.04** When an Employee has acted in a position for more than six (6) months and the position becomes permanently vacant, the Employee shall be offered the position.
- 36.05** Employees who are appointed on an acting assignment pursuant to the Staffing 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.
- 36.06** An Employee who is On-Call Supervisor will receive a premium of \$250.00 per week. On-Call Supervisor's role will be filled by at least two (2) Supervisors and two (2) Bargaining Unit Members. This position must be filled by a full-time Employee.

## **ARTICLE 37**

### **PROBATIONARY PERIOD**

#### **37.01 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 one thousand and forty (1,040) 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 of any Employee whose probationary period is being extended.

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 Lodge's liability shall be limited to providing reason(s) for termination, in writing, to the Employee and to the Union.

### **37.02 Relief and Special Measures Employees:**

Relief or Special Measures Employees shall be considered Probationary Employees until they have completed one thousand and forty (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 Lodge's liability shall be limited to providing reason(s) for termination, in writing, to the Employee.

## **ARTICLE 38**

### **SENIORITY**

#### **38.01 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, all illness, or injury as compensated by W.S.I.B., and authorized sick leave up to seventeen (17) 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, and the distribution of relief hours available.

### **38.02 Seniority Roster List**

- a) The order on the Seniority List shall reflect the total hours worked up to a maximum of two thousand and eighty (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 Special Measures Employees are the same, the order on the Seniority List shall be determined by lot.
- 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 39**

### **LAYOFF AND RECALL**

**39.01** The Employer shall give each Part-Time Permanent and Full-Time Permanent Employee in the Bargaining Unit:

- a) two (2) weeks' notice, in writing, of layoff or two (2) weeks' pay in lieu of notice, after three (3) months of employment, or
- b) after three (3) years of employment, one (1) weeks' notice, in writing, of layoff or one (1) weeks' pay in lieu of notice, for each year of employment to a maximum of eight (8) weeks.

**39.02** 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 acknowledgement 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.

**39.03** 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 the notice. The participating events that invoke bumping rights are deemed to be surplus positions caused by layoff. Bumping is not to be used to change shifts.

**39.04** 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.

### **Recall**

**39.05** 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.

## **ARTICLE 40**

### **STAFFING**

**40.01** 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.

- 40.02** Before filling any position in the Bargaining Unit, the Employer will post a notice advertising the position on the Bulletin Board at the Lodge.
- 40.03** 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.
- 40.04** 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.
- 40.05** 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;
- 40.06** 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.
- 40.07** 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.

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

**40.09** An Employee who is granted a new position, shall serve a probationary period in that position for the period set out in Article 37. Until completion of the probationary period, the Employee return to the position occupied previously, without any loss of benefits or seniority.

**40.10** An Employer representative shall declare a conflict of interest and withdraw from any staffing procedure that involves a family member or a person with which they have a personal relationship.

**40.11** The Employer shall endeavor to ensure that no Employer representative supervises a family member or a person with which they have a personal relationship.

## **ARTICLE 41**

### **STAFF TRAINING AND DEVELOPMENT**

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

**41.02** Relief employees who miss scheduled training without cause will have the cost of the missed training deducted from their pay.

**41.03** Full-time employees who miss scheduled training without cause will have to complete the missed scheduled training at their own cost and on their own time as well as reimburse the Employer for the cost of the missed training.

## **ARTICLE 42**

### **HOURS OF WORK**

**42.01** The normal work week shall be forty (40) hours per week and the work week shall include five (5) consecutive working days.

**42.02** The Lodge is a continuous operation and has three (3) shifts that involve eight (8) hours per shift and the start and end times vary depending on the operational requirements.

a) Day shifts may run for eight (8) continuous hours between 6:00AM and 5:00PM (Eastern time).

b) Evening shift may run for eight (8) continuous hours between 2:00PM and 12:00AM (Eastern time).

c) Midnight shift may run for eight (8) continuous hours between 11:00PM and 8:00AM (Eastern time).

**42.03** Monthly shift schedules shall be posted five (5) days prior the commencement of the schedule.

**42.04** The Lodge has a seven (7) day a week operation.

**42.05** Part-time workers may work less than eight (8) hours but no fewer than three (3) hours per week.

**42.06** For employees working more than five (5) hours and up to eight (8) hours per day, the work day shall include a thirty (30) 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.

**42.07** 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.

**42.08** A normal shift of work is eight (8) hours in length. These hours of work occur consecutively.

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

**42.10** Employees will be paid for actual time in attendance at staff meetings.

**Overtime:**

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

**42.12** Overtime will be offered by seniority to qualified personnel and managed by the Employer.

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

**42.14** Where an Employee has accumulated overtime hours as provided by Article 42, an Employee will be permitted to accumulate up to a maximum on one hundred (100) hours in overtime.

**42.15** Any accumulated overtime hours in excess of one hundred (100) hours will be paid out.

**42.16** Employees may request that any accumulated overtime be paid out at any time. Requests received before payroll deadlines will be included on the next pay.

**42.17** All outstanding accumulate overtime hours, including the one hundred (100) hours outlined in section 42.14, will be paid at the end of the fiscal year (March 31).

**42.18** Any accumulated overtime that is to be paid out will be paid at the Employee's rate of pay in effect at the time the overtime was earned.

**42.19** Employees asked to work four (4) hours or more past the end of their regular scheduled shift, shall receive a single meal card for the period of overtime.

**ARTICLE 43**  
**SHIFT PREMIUMS**

- 43.01** An employee who holds a Class F or higher license and is scheduled to work as a driver shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked as a driver.
- 43.02** An employee who holds a Security Guard license and is scheduled to work as a Security Guard at the Lodge shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked.
- 43.03** An employee who is scheduled to work a Midnight Shift as defined in Article 46 shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked.
- 43.04** An employee who is required by the Employer to perform Lead Hand duties shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked.

**ARTICLE 44**  
**PAY ADMINISTRATION**

- 44.01** Every Employee shall receive a statement included on each paystub showing the gross amount earned, itemized deductions, net amount payable, and hours worked, vacation balance, certified and uncertified sick leave balance and seniority hours.
- 44.02** Overtime balance will be provided to Full-time Employees on each paystub.

**ARTICLE 45**  
**PERSONNEL FILES**

- 45.01** All Employees shall be able to review their personnel files once per calendar year.

**45.02** Letters of discipline over two (2) years old shall be removed from the files if no additional discipline has been documented in the two (2) year period.

## **ARTICLE 46**

### **RATES OF PAY**

**46.01** Wage rates shall be as set out in **Schedule “A”**, of this Agreement, and attached hereto.

## **ARTICLE 47**

### **PENSIONS**

**47.01** The Employer shall remit the Employer’s and Employee’s share of Canada Pension Plan contributions for all Employees of the Bargaining Unit.

**47.02** 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.

**47.03** Once being enrolled in the Pension Plan, Employees may not opt out of the Pension Plan while employed by Wequedong Lodge.

**47.04** In the event that an employee is on an approved leave, an Employee must pay his/her portion of the premium for the Pension Plan.

## **ARTICLE 48**

### **LONG TERM DISABILITY**

**48.01** 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.
- g) The Employer shall remit the Employer's and Employee's share of the premium cost to the provider.

## **ARTICLE 49**

### **LIFE INSURANCE**

**49.01** 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.

**49.02** In the event that an employee is on an approved leave, an Employee can opt to continue Life Insurance coverage but must pay 100% of his/her premium.

## **ARTICLE 50**

### **BENEFITS**

- 50.01** The Employer and the Union recognize that the costs of the employees' benefit plans are increasing on a year-to-year basis.
- 50.02** The Union recognizes that the Employer is reviewing their insurance supplier with eye towards cost savings.
- 50.03** The Employer commits to the status quo on premiums and benefits for both parties and the reinstatement of dental and eye-glass coverage for all bargaining unit members.
- 50.04** For greater clarity the Employer shall continue to pay the following split 80% for the Employer and 20% for the Employees.
- 50.05** The Employer further commits to bringing any changes to the Labour Management Consultation committee for review and discussion prior to implementing any changes.

## **ARTICLE 51**

### **DURATION, RENEWAL, AND RETROACTIVITY**

- 51.01** All provisions of this Agreement shall take effect on the date of ratification for a period of two (2) years.
- 51.02** Within four (4) months preceding the termination of this agreement on August 31, 2021 either party may, by written notice, require the other party to begin collectively with a view to the conclusion, or revision of the Collective Agreement.
- 51.03** This Agreement may be amended by mutual consent.

## **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.

## SCHEDULE A

Hourly Rates/Annual Salary (based on Full-time hours)  
All Positions

Seniority Hours	Hourly Rate	Annual Salary
<b>0-1039</b>	\$16.00	\$33,280.00
<b>1040-2079</b>	\$16.35	\$34,008.00
<b>2080-4159</b>	\$16.70	\$34,736.00
<b>4160-6239</b>	\$17.05	\$35,464.00
<b>6240-8319</b>	\$17.40	\$36,192.00
<b>8320-10399</b>	\$17.50	\$36,400.00
<b>10400-12479</b>	\$17.60	\$36,608.00
<b>12480-14559</b>	\$17.95	\$37,336.00
<b>14560-16639</b>	\$18.30	\$38,064.00
<b>16640-18719</b>	\$18.65	\$38,792.00
<b>18720-20799</b>	\$19.00	\$39,728.00
<b>20800-22879</b>	\$19.35	\$40,248.00
<b>22880-24959</b>	\$19.70	\$40,976.00
<b>27040-29119</b>	\$20.40	\$42,432.00

Seniority Hours	Hourly Rate	Annual Salary
<b>29120-31199</b>	\$20.75	\$43,160.00
<b>31200-33279</b>	\$21.10	\$43,888.00
<b>33280-35359</b>	\$21.45	\$44,616.00
<b>35360-37439</b>	\$21.80	\$45,344.00
<b>37440-39519</b>	\$22.15	\$46,072.00
<b>39520-41599</b>	\$22.50	\$46,800.00
<b>41600-43679</b>	\$22.85	\$47,528.00
<b>43680-45759</b>	\$23.20	\$48,256.00
<b>45760-47839</b>	\$23.55	\$48,984.00
<b>47840-49919</b>	\$23.90	\$49,712.00
<b>49920-51999</b>	\$24.25	\$50,440.00
<b>52000-54079</b>	\$24.60	\$51,168.00
<b>54080+</b>	\$24.95	\$51,896.00

## SCHEDULE B

<b>Seniority List</b>	
<b>Accrual Balances by Employee</b>	
	<b>Seniority (Hours)</b>
	<b>REPORT TOTAL</b>
	<b>0.00</b>
1	54,627.65
2	52,400.24
3	48,183.65
4	45,765.44
5	42,151.31
6	40,108.75
7	27,784.44
8	26,811.02
9	26,792.85
10	25,009.37
11	23,516.68
12	23,471.56
13	22,503.51
14	21,924.63
15	21,823.79
16	20,871.23
17	20,072.75
18	18,700.95
19	18,497.91
20	18,131.32
21	16,709.21
22	14,673.99
23	14,434.05
24	13,895.31
25	10,716.07
26	10,711.55
27	10,514.25
28	8,364.52
29	8,356.57
30	7,583.25

**Seniority List**  
**Accrual Balances by Employee**

	<b>Employee</b>	<b>Seniority (Hours)</b>
31		7,474.75
32		7,352.38
33		6,986.13
34		6,402.26
35		5,997.00
36		5,981.75
37		5,705.93
38		5,567.30
39		5,517.03
40		5,501.87
41		4,829.74
42		4,797.25
43		4,418.18
44		4,345.74
45		3,713.15
46		3,708.00
47		3,618.25
48		2,956.25
49		2,891.50
50		2,881.25
51		2,839.25
52		2,823.00
53		2,756.75
54		2,571.75
55		2,386.05
56		2,339.31
57		2,114.25
58		2,102.96
59		2,028.25
60		1,848.75
61		1,842.50
62		1,816.25
63		1,774.72
64		1,646.75

**Seniority List**  
**Accrual Balances by Employee**

	<b>Employee</b>	<b>Seniority (Hours)</b>
65		1,615.65
66		1,593.00
67		1,414.49
68		1,246.75
69		1,228.73
70		1,211.75
71		1,099.12
72	-	1,036.24
73		805.50
74		772.64
75		663.50
76		643.65
77		547.25
78		498.75
79		468.00
80		459.00
81		424.25
82		402.75
83		389.25
84		320.00
85	-	299.75
86		255.00
87		211.75
88		200.00
89		171.25
90		90.75
91		50.00
92		39.75

**End Date as Of Date: September 01, 2019**





**WEQUEDONG LODGE OF THUNDER BAY  
And  
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Concerning**

**F-Class Licenses**

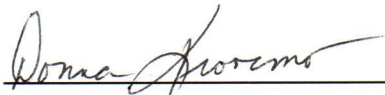
The parties agree that there shall be no lay-off of permanent staff due to any staff member's inability to pass or maintain the F-Class License requirement.

The parties agree that the Employer shall pay all costs associated with obtaining and keeping the F-Class License, including the costs arising from required medical examinations and reports.

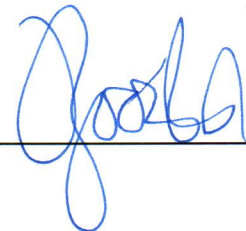
If an employee is not able to obtain an F-Class License, every effort will be made to maintain that member's employment.

Wequedong Lodge will conduct internal postings for Class F drivers, however, should there be a lack of applicants with Class F Licenses then an external posting will be done.

For the Employer

  
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For the Union

  
\_\_\_\_\_

Date: Jan. 13, 2020

**WEQUEDONG LODGE OF THUNDER BAY  
And  
THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Concerning**

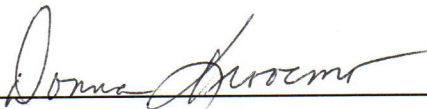
**Licensed Security Guards**

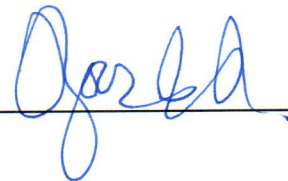
The parties agree that the Employer shall pay all costs associated with obtaining and keeping the Security Guard License, including the costs arising from required medical examination and reports.

Wequedong Lodge will conduct internal postings for Licensed Security Guards, however, should there be a lack of applicants with Security Guard Licenses then an external posting will be done.

For the Employer

For the Union

  
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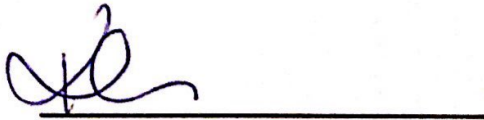
Date: Jan. 13 / 2020

Signed in Thunder Bay, Ontario this 13 day of JANUARY, 2020

For the Employer



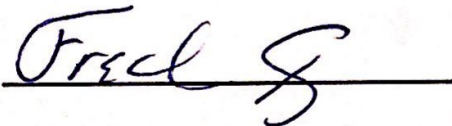
Donna Kroocmo  
Executive Director



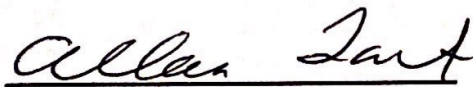
Kim Gunn



Donna Heinamaki

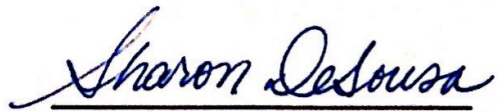


Fred Sky

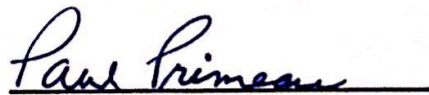


Allan Tait,  
Board Chair

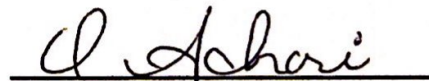
For the Union




Sharon DeSousa  
REVP-Ontario Region



Paul Primeau



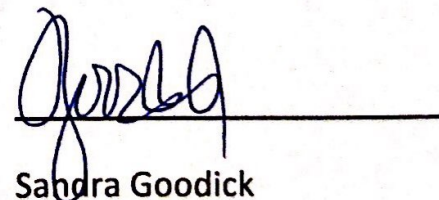
Olive Schori



Russell Bunn



Curtis Primeau



Sandra Goodick

PSAC Regional Representative

MEMORANDUM OF UNDERSTANDING  
Between  
WEQUEDONG LODGE OF THUNDER BAY  
And  
THE PUBLIC SERVICE ALLIANCE OF CANADA  
Concerning  
**Long-Term Client Activity Program**

The Employer and the Union have met to discuss the uniqueness of the Long-Term Client Activity Program and agree that there is no other position similar to it at the workplace.

Separate funding has been received for this Program, effective **April 1<sup>st</sup>, 2020 to March 31<sup>st</sup>, 2021** which allows for a pay rate of \$20.00 per hour for 2080 hours per year, along with Benefits as provided to all other bargaining unit members.

This position will also be provided with an expense budget for supplies and refreshments for all of the long-term clients in the amount of \$50.00 per week, to be spent as the worker deems most beneficial to the clients.


This Memorandum of Understanding may be renewed following the end of the fiscal year, and should the special funding be flowed for another year, both parties may opt to extend the terms of this Agreement. *Should funding be extended for the 2021 – 2022 fiscal year, the incumbent will not be required to re-apply for the position.*

For the Employer

  
\_\_\_\_\_

Date: 26 February 2020

For the Union

  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

WEQUEDONG LODGE OF THUNDER BAY

And

THE PUBLIC SERVICE ALLIANCE OF CANADA

Concerning

**Pandemic Response and Hazard Pay Premiums**

WHEREAS the Parties have a mutual desire to support the goals and direction of the Governments of Canada and Ontario to minimize the impact of the COVID-19 on our workplaces and the community, and

WHEREAS the Employer has a responsibility to the clients and their escorts currently residing at Wequedong Lodge of Thunder Bay, and

WHEREAS the Parties recognize that the workers of the Lodge are exposed to the hazards of the pandemic during this crisis,

THEREFORE, the Parties agree that:

1. the Employer will establish a Pandemic Response Premium of \$1.00 (one dollar) per each hour worked, and
2. this Pandemic Response Premium will be in effect from March 13, 2020 to June 30, 2020, and
3. in addition, the Employer will establish a Hazard Pay Premium of \$1.00 (one dollar) per each hour worked, and
4. the Hazard Pay Premium will be in effect from April 5, 2020 to June 30, 2020, and
5. the Parties will meet at the end of June 2020 to determine whether the Premium is still required.

This Parties agree to replace Memorandum of Understanding – 26 March 2020 with this amended Memorandum dated April 6, 2020.

For the Employer

Donna Luomo

Date: 6 April 2020

For the Union

[Signature]