

AGREEMENT BETWEEN

THE PUBLIC SERVICE ALLIANCE OF CANADA



**AND**

WEQUEDONG LODGE OF THUNDER BAY



AUGUST 31, 2023 - AUGUST 31, 2024

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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. For further clarity, relief employees shall only be added to the schedule if they are in an acting position.
- g) **"part-time employees"** means persons who *are* normally scheduled to work a minimum of twenty-four (24) hours per week.
- h) **"full-time employees"** mean persons who are normally scheduled for a minimum of thirty-two (32) hours 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, Director of Finance and Administration, Executive Administrator, Maintenance Manager, Supervisors, Payroll and Benefits Administrator, and Human Resources Coordinator.
- 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 they have 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 without permission of the Executive Director. The authorized representative of the Union may be permitted to enter the Lodge 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 an 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 their work to conduct any business on behalf of the Union or Employees without first receiving permission from their immediate Supervisor; such permission will not be unreasonably withheld. The Steward shall state their destination to their Supervisor and shall report to their 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 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** On a monthly basis, the Employer will update the list and will provide a copy to the Union and the Local.
- 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 workplace, 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. 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.
- 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 six (6) times per annum, 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 agree 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 meet nine (9) times per annum. Time spent in such meetings is to be considered time worked and will be paid at the appropriate

rates. 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, 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 their 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. If no response is received by the deadline, the grievance will be considered abandoned.
- 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 their representative.
- b) The Executive Director will render their 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. If no notification is received by the deadline, the grievance shall be considered abandoned.
- 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 workplace 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** The Employer acknowledges their duty to accommodate any worker on a protected ground in accordance with the Canada Human Rights Act upon request of the Employee. Any request will be accompanied by documentation providing limitations and prognosis or how long the accommodation is expected to last.

## **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.

## **LEAVES**

### **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) National Day for Truth and Reconciliation
- k) Thanksgiving Day
- l) Remembrance Day
- m) Christmas Day
- n) 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.

**23.03** The general holiday pay for all Employees shall be in accordance with current legislation.

**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:

<b>Vacation Leave</b>	<b>Hours Worked</b>	<b>Vacation Days Per Month</b>	<b>VACATION DAYS PER YEAR</b>
a) After one year	0 - 6240	0.83	10.00
b) After three years	6241 - 14560	1.25	15.00
c) After seven years	14561 - 20800	1.66	20.00
d) After ten years	20801 - 41600	2.08	25.00
e) After twenty years	41,601 +	2.50	30.00

- 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.
- c) Full-Time and Part-Time Employee shall be entitled to carry eighty (80) hours vacation credits or any portion thereof over to the following fiscal year. In the event, an Employee accumulates vacation credits in excess of eighty (80) hours of vacation credits, then the Employee shall be required to reduce the accumulated vacation credits to a maximum of eighty (80) hours of vacation credits by end of the fiscal year.

- 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** Vacation planning will occur within each department. 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 within the department for Employees who make their request in writing by April 1st, 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** Full-time and Part-time employees may accumulate Vacation credits while on Maternity/ Parental Leave, providing they have completed six (6) months of continuous employment.
- 24.07** Full-time and Part-time employees may accumulate Vacation credits while on Medical 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** Full-time and Part-time employees 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 the thirty (30 days) of continuous employment, all Employees shall be entitled to their first three (3) days of Medical Leave with Pay. Medical Leave with Pay shall be calculated at the rate of ten (10) hours (1.25 days) per calendar

month, for any month in which the Employee receives at least ten (10) days' pay, to a maximum of one hundred and fifty hours (fifteen (15) days) per fiscal year.

**25.02** Part-time and relief Employees shall earn Medical Leave credits using the average of the Employee's daily hours, exclusive of overtime hours, for the twenty (20) days the employee has worked immediately preceding the first day of the period of paid leave.

**25.03** An Employee shall be eligible to carry over up to six hundred (600) hours medical leave per calendar year. At no time shall an employee have more than six hundred (600) hours medical leave in their 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;
- 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 their 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.

**25.08** Upon termination of Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited.

## **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 ten (10) working days, of which the

first five (5) 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.

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

**26.06** Notwithstanding any other provision of this Article the Employer may, for compassionate reasons, provide Employees with additional leave with or without pay, upon request of the Employee and at the discretion of the Employer.

## **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** In accordance with the Canada Labour Code, Part III, Employees shall be granted up to five (5) day Personal Needs Leave per calendar year, of which three (3) shall be paid.
- 28.02** 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.
- 28.03** 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** 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.
- 31.03** 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**

### **PARENTAL LEAVE**

- 32.01** 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.

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

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

**32.04** 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 33**

#### **LEAVE FOR VICTIMS OF FAMILY, DOMESTIC AND SEXUAL VIOLENCE**

**33.01** The Employer recognizes that employees sometime face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Therefore, the Employer is committed to providing support to employees who experience family, domestic and/or sexual violence.

- a) Family Violence is any form of violence between family members. The violence can be physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It can be a single act of violence, or a number of acts that form a pattern of abuse.
- b) Domestic Violence is any form of violence between intimate partners. The violence can be defined as any form of physical, sexual, emotional or psychological abuse, including financial control, stalking, harassment, bullying or any other behavior that abuses, devalues or humiliates. It occurs between mixed or same sex people who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.
- c) Sexual violence means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent, and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.

**33.02** All Employees with three (3) consecutive months of employment shall be entitled to receive up to ten (10) days of family, domestic, and/or sexual violence leave with pay.

- (a) An employee who is subject to family, domestic, and/or sexual violence or who is the parent of a child who is subject to family, domestic, and/or sexual violence shall be granted this paid leave in order to enable the employee to seek care and support for themselves or their children in respect of a physical or psychological injury, to relocate temporarily or permanently, to seek legal or law enforcement assistance or to prepare for or participate in any legal proceedings and to undertake any other necessary activities.
- (b) Upon request employees are also entitled to take up to fifteen (15) weeks of unpaid family, domestic, and/or sexual violence leave within a calendar year for the purposes set out above.
- (c) An employee is not entitled to this leave if the employee committed family, domestic, and/or sexual violence.
- (d) All other provisions of the *Canada Labour Code*, with respect to Family Violence leave, shall apply to such leave.
- (e) The employer may, in writing and no later than fifteen (15) days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## **ARTICLE 34**

### **LEAVE FOR TRADITIONAL INDIGENOUS PRACTICES**

**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.

**34.02** Upon request, unpaid leave shall be granted for five (5) days to pursue Traditional Indigenous Practices for any Employee with three (3) months continuous employment and who is Indigenous (defined as Indian, Inuit, or Metis).

**34.03** Leaves under this article shall be approved by the Employer in the order they are received and shall be dependent on operational requirements.

**34.04** Employees may opt to use vacation or banked overtime to cover the period of leave.

## **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 the following order:

- a) Relief Employees by seniority, according to the Seniority List
- b) Part Time Employees by seniority, according to the Seniority List.

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 must be available to work a minimum of six (6) shifts 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 at least three hundred and twenty (320) hours in a twelve (12) month period 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.

### **35.07 Term Employees**

- a) Term Employees hired for a period of greater than one (1) month shall be entitled to five percent (5%) per pay cheque in lieu of benefits after three (3) months continuous employment. Upon commencement of employment, Term Employees will be entitled to four percent (**4%**) per pay cheque in lieu of vacation.
- b) In accordance with Article 13 - Job Security, term employees will not be hired to perform jobs normally occupied by bargaining unit members.
- c) Term Employees will be given the pro-rated annual entitlement of sick credits after three (3) months continuous employment.
- d) Where a term Employee is employed with the Employer immediately following their term appointment, all hours worked during their term shall count towards seniority hours with the Employer.

## **ARTICLE 36**

### **ACTING ASSIGNMENTS**

- 36.01** A Part-Time or Relief Employee who has accepted the duties and responsibilities of a Full-Time Employee is considered acting in the Full-Time position. A Relief Employee who is required to accept the duties and responsibilities of a Part-Time employee is considered acting in the Part-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 (1) weeks' 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 have accepted 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.

## **ARTICLE 37**

### **PROBATIONARY PERIOD**

#### **37.01 New Employees**

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.

## **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,. 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** When the employer terminates the employment of a full-time, part-time or casual (relief) employee who has completed twelve (12) consecutive months of continuous employment, the employer shall, except where the termination is by way of dismissal for just cause, pay to the employee the greater of:

- a) Three (3) days wages at the employee's regular rate of wages for their regular hours of work in respect of each completed year of employment that is within the term of the employee's continuous employment by the employer, and
- b) Five (5) days wages at the employee's regular rate of wages for their regular hours of work.

**39.02** For the purposes of this article, except where otherwise provided by regulation, an employer shall be deemed to have terminated the employment of an employee when the employer lays off that employee.

- 39.03** An employer is required to pay severance pay in all circumstances except as follows:
- a) When a lay-off does not result in a termination of employment
  - b) When an employment contract contains an end date and the contract ends
  - c) When an employee is dismissed for just cause
  - d) When an employee quits or terminates their own employment
- 39.04** When an employer terminates the employment of an employee, except under the circumstances listed in Article 39.03 a), b), c) and d), employees are entitled to two (2) weeks' notice or pay in lieu of notice of termination of employment, once they have completed at least three (3) months of service.
- 39.05** 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.
- 39.06** The Employee who has been declared surplus shall have the right to bump anyone with less seniority in any classification, excluding the Data Entry Clerk and LTC/Activity Worker, 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.
- 39.07** An Employee who has been displaced by another Employee exercising their bumping rights shall in turn have the right to bump anyone, excluding the Data Entry Clerk and LTC/Activity Worker, with less seniority within five (5) calendar days from receipt of notice.

### **Recall**

- 39.08** 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 Data Entry Clerk and LTC/Activity Worker, 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 for fourteen (14) days advertising the position on the Bulletin Board at the Lodge. The Employer may post internally and externally concurrently, so long as the provisions of Article 40.04 are adhered to.
- 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.
- 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 given a new position, shall serve a probationary period in that position for a period of a maximum one (1) month. Until completion of the probationary period, the Employee may return to the position occupied previously, without any loss of benefits or seniority.
- 40.10** An employee who has been successful in a new position will not be considered for further posted vacancies for a period of six (6) months unless otherwise mutually agreed or an opportunity arises which allows the employee to change their permanent status.
- 40.11** 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.
- 40.12** 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** Employees who miss scheduled training without cause will have the cost of the missed training deducted from their pay.
- 41.03** In order to create a culturally appropriate environment in accordance with the Mission Statement of Wequedong Lodge of Thunder Bay, the Employer shall provide annual training in indigenous history, culture, and practices. For clarity, all employees of the Lodge; administration and staff shall take this training together.

## **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 5:00AM 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** For employees working more than five (5) hours and up to eight (8) hours per day, the workday shall include a paid one (1) hour 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 one (1) hour break period be taken at the end of the shift. Employees should clock out at the beginning of their meal break and clock in returning from their meal break.

**42.06** 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.

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

**42.08** Call-Ins for employment purposes for all staff shall be paid for a minimum of at least three (3) hours.

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

**Overtime:**

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

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

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

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

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

- 42.15** Employees may request that any accumulated overtime be paid out at any time. Requests received after payroll deadlines will be included on the next pay.
- 42.16** All outstanding accumulated 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).
- 42.17** 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.
- 42.18** 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 fifty cents (\$1.50) 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 fifty cents (\$1.50) 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 fifty cents (\$1.50) 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 fifty cents (\$1.50) per hour for all hours worked.
- 43.05** An employee required to work between 12:00 AM Saturday to 11:59 PM Sunday on any given week, shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked during that period.

## **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, medical leave balance, banked overtime 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 Canada Life for those Employees eligible.
- 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, excluding Personal Leave, an Employee may pay their 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 their 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 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.
- 50.03** For greater clarity the Employer shall continue to pay the following split 80% for the Employer and 20% for the Employees.

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

**50.05** Benefits may be continued during an approved leave of absence provided the employee continues to pay their portion of the costs.

## **ARTICLE 51**

### **INDIGENOUS LANGUAGE ALLOWANCE**

**51.01** All full-time, part-time, and relief employees who communicate fluently in an Indigenous language in day-to-day operations will receive a yearly Indigenous Language allowance of a thousand and two hundred (\$1,200) dollars. This allowance will be paid on the first pay-day in December of each year. This allowance shall be capped to twelve (12) employees. The list of employees who are receiving this allowance shall be posted in the intake area and updated when required.

## **ARTICLE 52**

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

**52.01** All provisions of this Agreement shall take effect retroactively to the starting date of the Collective Agreement, unless otherwise specified. This Collective Agreement shall be in effect until August 31, 2024.

**52.02** Within four (4) months preceding the termination of this agreement 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.

**52.03** This Agreement may be amended by mutual consent.

## **ARTICLE 53**

### **PEER EVALUATIONS**

**53.01** There shall be no Peer Evaluations.

## **APPENDIX A**

### **PAY ADMINISTRATION**

#### **1. Placement on the Salary Grid**

Employees' salary will be determined by increments of two thousand and eighty (2080) hours, 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 their current salary
- ,iii. New Employees will be paid in accordance with the salary scales except if otherwise negotiated with the Union.

## **Schedule A**

General economic increase of 1% for the duration of the collective agreement (retroactive to September 1, 2023) *[see Salary Grid Compression for September 1, 2024 on next page]*

Hourly rates/Annual Salary (Based on Full-time hours) effective Sept 1, 2023: 1%			
<b>Years</b>	<b>Seniority Hours</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
1	0-2079	\$18.20	\$37,856.00
2	2080-4159	\$18.59	\$38,667.20
3	4160-6239	\$18.98	\$39,478.40
4	6240-8319	\$19.38	\$40,310.40
5	8320-10399	\$19.77	\$41,121.60
6	10400- 12479	\$20.15	\$41,912.00
7	12480-14559	\$20.54	\$42,723.20
8	14560-16639	\$20.93	\$43,534.40
9	16640-18719	\$21.33	\$44,366.40
10	18720-20799	\$21.72	\$45,177.60
11	20800-22879	\$22.10	\$45,968.00
12	22880-24959	\$22.49	\$46,779.20
13	24960-27039	\$22.88	\$47,590.40
14	27040-29119	\$23.27	\$48,401.60
15	29120-31199	\$23.66	\$49,212.80
16	31200-33279	\$24.05	\$50,024.00
17	33280-35359	\$24.44	\$50,835.20
18	35360-37439	\$24.83	\$51,646.40
19	37440-39519	\$25.22	\$52,457.60
20	39520-41599	\$25.61	\$53,268.80
21	41600-43679	\$26.00	\$54,080.00
22	43680-45759	\$26.39	\$54,891.20
23	45760-47839	\$26.78	\$55,702.40
24	47840-49919	\$27.17	\$56,513.60
25	49920-51999	\$27.55	\$57,304.00
26	52000-54079	\$27.95	\$58,136.00
27+	54080+	\$28.34	\$58,947.20



## Salary Grids, Effective, September 1, 2024

Years	Hours	Hourly Rate	Annual Salary
<b>1</b>	0-2079	\$ 18.20	\$ 37,856.00
<b>2</b>	2080-4159	\$ 18.63	\$ 38,748.71
<b>3</b>	4160-6239	\$ 19.07	\$ 39,662.48
<b>4</b>	6240-8319	\$ 19.52	\$ 40,597.79
<b>5</b>	8320-10399	\$ 19.98	\$ 41,555.16
<b>6</b>	10400- 12479	\$ 20.45	\$ 42,535.10
<b>7</b>	12480-14559	\$ 20.93	\$ 43,538.16
<b>8</b>	14560-16639	\$ 21.43	\$ 44,564.86
<b>9</b>	16640-18719	\$ 21.93	\$ 45,615.78
<b>10</b>	18720-20799	\$ 22.45	\$ 46,691.48
<b>11</b>	20800-22879	\$ 22.98	\$ 47,792.55
<b>12</b>	22880-24959	\$ 23.52	\$ 48,919.59
<b>13</b>	24960-27039	\$ 24.07	\$ 50,073.20
<b>14</b>	27040-29119	\$ 24.64	\$ 51,254.01
<b>15</b>	29120-31199	\$ 25.22	\$ 52,462.67
<b>16</b>	31200-33279	\$ 25.82	\$ 53,699.84
<b>17</b>	33280-35359	\$ 26.43	\$ 54,966.18
<b>18</b>	35360-37439	\$ 27.05	\$ 56,262.38
<b>19</b>	37440-39519	\$ 27.69	\$ 57,589.14
<b>20+</b>	39520+	\$ 28.34	\$ 58,947.20

General economic increase of 1% for the duration of the collective agreement (retroactive to September 1, 2023)

<b>Data Entry Clerk, Long Term Client/Activity Worker: 2023 1%</b>							
<b>Pay Class</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>Union</b>	<b>Hourly Rate</b>	\$ 24.44	\$ 25.18	\$ 25.93	\$ 26.70	\$ 27.51	\$ 28.34
	<b>Annual Rate</b>	\$50,835.20	\$52,374.40	\$53,934.40	\$55,536.00	\$57,220.80	\$58,947.20
<b>Hours</b>		2080	4160	6240	8320	10400	12480

**Schedule C**

**Call In Record**

Calls Made By: \_\_\_\_\_

For the Time Period of: \_\_\_\_\_

Shift Date	Shift Time	Shift Location	Employee Name (first & last)	Time of Call	Response / Comment	Date of Call

**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.

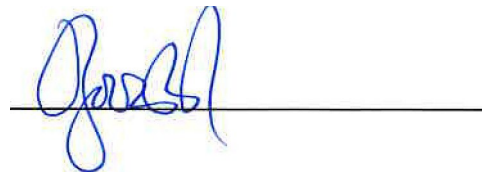
The parties agree that the Employer shall pay all costs associated with obtaining and keeping the F-Class License, including the costs arising from required medical examinations and reports.

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

For the Union

A handwritten signature in blue ink, appearing to read "Don Kwoemo", written over a horizontal line.A handwritten signature in blue ink, written over a horizontal line.

Date: Nov. 30, 2021

**WEQUEDONG LODGE OF THUNDER BAY**

**And**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**Concerning**

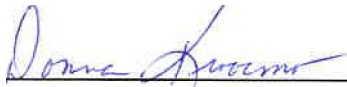
**Licensed Security Guards**

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

A handwritten signature in blue ink, appearing to read "Donna Kucera", written over a horizontal line.A handwritten signature in blue ink, appearing to read "Joe BSA", written over a horizontal line.

Date: Nov. 30, 2021

**MEMORANDUM OF UNDERSTANDING**  
**WEQUEDONG LODGE OF THUNDER BAY**  
**And**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**Concerning**  
**RATIFICATION BONUS**

Effective upon ratification, a one-time lump sum in the amount of will be paid to all unique employees, as shown below. This shall be paid out within two (2) pay periods upon ratification.

All full-time employees as of May 1, 2024:	\$750
All part-time employees as of May 1, 2024:	\$500
All relief employees as of May 1, 2024:	\$500

Those on pregnancy and/or parental leave shall be paid the ratification bonus. Their status shall be as of their status just prior to their leave.

**MEMORANDUM OF UNDERSTANDING**  
**WEQUEDONG LODGE OF THUNDER BAY**  
**And**  
**THE PUBLIC SERVICE ALLIANCE OF CANADA**  
**Concerning**  
**SALARY GRID COMPRESSION**

The Employer and the Union will create and mutually agree to a new salary grid compression, prior to the renewal of this Collective Agreement, by August 31, 2024. This salary grid compression must reduce the grid in Schedule A (27-year grid) such as, but not limited to, reduce to fewer years and/or increase the bottom hourly rate.


The Employer shall meet with the Bargaining Unit's team at least two (2) times between ratification and August 31, 2024. The Bargaining Unit team shall include at least three (3) members from the Bargaining Unit and the PSAC Regional Negotiator or designate.

Signed in Thunder Bay, Ontario this 3 day of September, 2024

For the Employer

  
Shirley Salt

Acting Executive Director

  
Donna Heinamaki

Director of Finance and Administration


  
Holly Placken

Payroll & Benefits Coordinator


  
Allison Roy  
Supervisor



For the Union

  
Craig Reynolds


REVP – Ontario Region

  
Paul Primeau


Bargaining Team Member

  
Russell Bunn


Bargaining Team Member

  
Gordon Wapoose

Bargaining Team Member

  
Karen Perry

Bargaining Team Member

  
Elpis Law

Negotiator

**MEMORANDUM OF SETTLEMENT**

between

**Wequedong Lodge of Thunder Bay**

(the "Employer")

**AND**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**


(the "Union")

1. The 2023-2024 Collective Agreement shall be amended with the Salary Grid in Appendix A, which shall be in effect on September 1, 2024.
2. The agreed to Salary Grid:
  - Effective September 1<sup>st</sup>, 2024: Compression of Grid from 27 years to 20 years
3. In the event there are errors or omissions in this Memorandum of Settlement, the Parties shall make the necessary amendments to the Collective Agreement in order to give effect to their negotiated intentions.
4. Any dispute as to the interpretation of this Memorandum of Understanding shall be subject to grievance under Article 20: Grievance Procedure.

DATED and SIGNED in Thunder Bay, Ontario, on August 28, 2024.

For the Employer, For the Union

**Wequedong Lodge of Thunder Bay**

  
Donna Heinamaki

  
Holly Placken

  
Allison Roy

**Public Service Alliance Canada**

  
Paul Primeau

  
Gordon Wapoose

  
Karen Perry

  
Russell Bunn

  
Elpis Law, Negotiator



**Appendix A – Salary Grids, Effective, September 1, 2024**

<b>Years</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Annual Salary</b>
<b>1</b>	0-2079	\$ 18.20	\$ 37,856.00
<b>2</b>	2080-4159	\$ 18.63	\$ 38,748.71
<b>3</b>	4160-6239	\$ 19.07	\$ 39,662.48
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<b>19</b>	37440-39519	\$ 27.69	\$ 57,589.14
<b>20+</b>	39520+	\$ 28.34	\$ 58,947.20