

MEMORANDUM OF AGREEMENT

BETWEEN:

ANISHNAWBE MUSHKIKI COMMUNITY HEALTH CENTRE

-AND-

CEP AND ITS LOCAL 7-0

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The parties agree to the renewal of the November 9, 2005 to November 8, 2007 Collective Agreement, with the following amendments:

1. The Employer and the Union agree to change the terms of the collective agreement to mirror the Employer's fiscal year. As a result, the collective agreement will be in effect from November 9, 2007 through to March 31, 2010.
2. The Employer agrees to the request of the Union to follow the language of the collective agreement as it relates to Article 12 VACATION.
3. The Employer agrees to increase all bargaining unit member's hourly rates by 2.25% effective April 1, 2008 up to and including March 31, 2009. This increase is based on funding received by AHWS. Any further increases will be based on increased funding received by AHWS.
4. Only current employees are eligible for retroactivity pay and a separate payroll will occur to pay employees in a timely manner.
5. The Employer and the Union agree all outstanding grievances are indeed resolved.
6. The parties agree to add the following new classifications as bargaining unit members:
 - Healthy Eating and Active Living Coordinator – START \$24.48/hr – 6 MOS \$26.77/hr – 1 YEAR \$27.47/hr
 - Clinical Assistant – START \$12.00/hr – 6 MOS \$12.75/hr – 1 YEAR \$13.75/hr
 - Diabetes Prevention Educator – START \$24.48/hr – 6 MOS \$26.77/hr – 1 YEAR \$27.47/hr
 - Registered Practical Nurse – START \$20.02/hr – 6 MOS - \$21.02/hr – 1 YR \$22.02/hr
 - Registered Nurse – START \$31.71/hr – 6 MOS - \$33.71/hr – 1 YR \$35.71/hr


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7. The parties agree to the same Letter of Understanding previously agreed to by the parties dated March 29, 2006.
8. The parties agree to the new Letter of Understanding completed by the Employer on March 31, 2009.
9. The Union agrees they will not pursue section 96 as per the Ontario Labor Relations Act #1271-08-U.

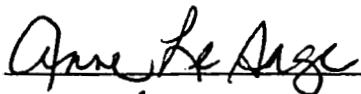
DATED at Thunder Bay this 2nd day of April 2009.

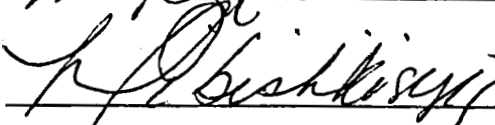
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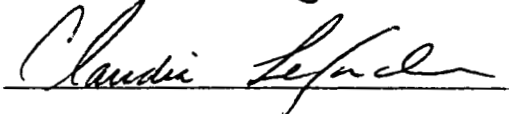
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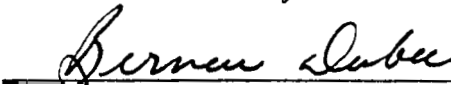














COLLECTIVE AGREEMENT

Between

**ANISHNAWBE MUSHKIKI COMMUNITY HEALTH CENTRE
(hereinafter referred to as the “Employer”)**

And

**COMMUNICATION, ENERGY AND PAPERWORKERS
UNION OF CANADA AND ITS
LOCAL 7-0
(hereinafter referred to as the “Union”)**

November 9, 2007 through to March 31, 2010

ARTICLE 1 – PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligation of the Employer to provide efficient service to the individuals it supports and serves and to the public.

The Union recognizes that the Employer is an Aboriginal Community Health Centre and that it exists to serve all Aboriginal people. The Union recognizes, observes and respects Aboriginal rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms.

It is recognized to be the duty of the Union and all employees to cooperate fully, individually and collectively for the advancement of Aboriginal culture and services as outlined in our Mission and Vision statements.

Mission Statement: Anishnawbe Mushkiki serves all Aboriginal people throughout their lifecycle. We provide wholistic healthcare including primary, traditional and alternative approaches. Our services include clinic care, culture, education, intervention and prevention. We empower Aboriginal people to achieve optimal health and well-being.

Vision Statement: Our Aboriginal people will be empowered to live wholistic, healthy, harmonious lives. We envision Aboriginal families and communities committed to preserving their Aboriginal culture and living a balanced, traditional way of life.

Where the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

ARTICLE 2- RECOGNITION

2.01 The Employer recognizes the Communications, Energy and Paperworkers Union of Canada as the exclusive bargaining agent for all employees of Anishnawbe Mushkiki Community Health Centre working in the District and City of Thunder Bay, Ontario save and except students, supervisors and persons above the rank of supervisor and finance administrative officer.

Application and Definitions

In this Collective Agreement:

- (a) “Permanent Full-time Employee” is defined as an employee who is regularly scheduled to work thirty five (35) or more hours per week, and who has completed the probationary period.

- (b) “Part-time Employee” is defined as an employee who normally works less than full time hours and who has completed the probationary period.

The occasional scheduling of a part-time employee to work full-time hours will not automatically change the status of that employee to full-time.

A part-time employee shall not be entitled to any benefits except those specifically identified as applicable by the terms of this Collective Agreement.

- (c) “Student” is defined as an individual who augments the existing full-time and part-time staffing.
- (d) “Probationary Period” means the assessment period for newly hired employees prior to their being considered full-time or part-time employees.

- 2.03 Bargaining unit work may be performed by non-bargaining unit persons provided that such work does not result in the transfer or lay-off of any bargaining unit employees.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that it is the exclusive function of the Employer, subject to the express provisions of this Agreement to:

- (a) observe and respect Aboriginal rights, customs, traditions, spirituality, values and treaty rights as protected by the Constitution Act of Canada and the Canadian Charter of Rights and Freedoms;
- (b) maintain order, discipline and efficiency;
- (c) hire, direct, promote, demote, lay-off, recall, suspend and to discipline or discharge any employee for just cause provided that a claim by an employee who has completed the probationary period and acquired seniority that the employee has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- (d) make, enforce and alter from time to time reasonable rules and regulations and policies and procedures to be observed by the employees:
- (e) manage the enterprise in which it is engaged and without restricting the generality of the foregoing to determine the nature and any kind of business conducted by the Employer the kinds and locations of operations, equipment and materials to be used; the control of materials and parts, the

methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the modification, discontinuance or addition of occupational classifications, job procedures, processes or operations; methods of training; the qualifications of an employee to perform any particular job; the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

- 3.02 The matters set out above and all other matters concerning the operations of the Employer which are not specifically dealt with in this Collective Agreement shall be reserved to the Employer and be with its exclusive responsibility.

ARTICLE 4 – UNION REPRESENTATION

4.01 Membership in the Union

The Parties hereto mutually agree that any employee who has successfully completed their probationary period and is covered by this agreement will become a member of the Union.

4.02 Deduction of Union Dues

The Employer agrees it will deduct a monthly sum equal to regular Union dues from each employee in the bargaining unit and advise the Union of any new hires. The Employer agrees that it will remit the total amount of such deductions to the Union before the end of each month following the month that deductions were made.

- (1) It will be a condition of employment that all employees shall sign an authorization form for the deduction of Union dues.
- (2) The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.
- (3) The Union shall advise the Employer yearly of the Union officials that may authorize payment for time off for Union business.

4.03 Union Officers and Stewards

- (1) The Company shall recognize a Unit Chairperson who shall be an employee in the bargaining unit who has completed their probationary period for the purpose of dealing with Union business as provided under this Agreement.

- (2) The Union shall notify the Company in writing of the name of its Representative and whenever there is a change. The Company will not be required to recognize the Representative until it has been notified in writing by the Union.
- (3) The Union acknowledges that the Unit Chairperson will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from the Executive Director or designate and on resuming regular duties, they will advise the Executive Director or designate. Such permission shall not be unreasonably withheld. In accordance with this understanding, such employee will be compensated by the Union to the extent of one hundred per cent (100%) of his regular straight time rate of pay for such time spent in dealing with grievances of employees under the grievance procedure short of arbitration. Compensation will not be allowed for time spent outside of the employee's regular working hours.

4.04 Negotiation Committee

The Employer agrees to recognize a Negotiating Committee of not more than two (2) bargaining unit employees (1 full-time and 1 part-time) who have completed their probationary period plus the National Union representative for the purposes of amending or renewing the present Agreement. The employees will not suffer a reduction in pay while attending the first five (5) days of negotiations, up to but not including Conciliation.

ARTICLE 5 – NO STRIKE OR LOCKOUT

- 5.01 During the term of this Agreement, in view of the purpose of this Agreement and of the procedure contained herein for the settling of disputes and the handling of grievances, the Union agrees that there will be no strikes, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 5.02 It is agreed if such action is taken by the employees, the Union will instruct said employees to return to work and to perform their usual duties and to resort to the grievance procedure for the resolution of any complaint or grievance.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Definition

A grievance is defined as any difference between the Employer and an employee or employees or between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement.

Grievances must be submitted in writing, signed by the employee(s) and shall list:

1. the nature of the grievance;
2. the provisions of the Collective Agreement to have been violated;
3. the remedy requested.

6.02 Grievance Procedure

Any grievance which is not presented within seven (7) working days following the event giving rise to such grievance, or from the time an employee should reasonably have been aware of the alleged grievance, shall be forfeited by the aggrieved party.

Step 1

- (1) An employee (or group of employees) has no grievance until the employee has first brought the issue verbally to the attention of the employee's immediate Supervisor. The Supervisor shall render his decision verbally.

Step 2

- (1) Failing settlement, the employee, accompanied by the Unit Chairperson, may file a written grievance to their immediate Supervisor.
- (2) Such grievance must be submitted within seven (7) working days after the Supervisor's response.
- (3) The supervisor or designate shall give a written response to the grievance within seven (7) working days from receipt of the grievance.

Step 3

If a settlement satisfactory to the employee(s) is not reached in Step 2, the written grievance may be taken by the National Union representative and Unit Chairperson to the Executive Director or designate within seven (7) working days after the decision in Step 2 is given. Either party may request a meeting to discuss the grievance. The Executive Director will answer the grievance in writing not later than seven (7) working days following the presentation of the written grievance to the Executive Director or the meeting.

Step 4

- (a) In recognition of the unique nature of this workplace and the important role Elders play in Aboriginal communities, the parties wish to provide the opportunity for employees and the parties to this Collective Agreement to benefit from the wisdom and guidance of an Elder in attempting to resolve workplace issues if a settlement is not reached at the end of Step 3.

- (b) Within thirty (30) days of ratification of this Collective Agreement or renewal Collective Agreement, each party shall provide the other with names of up to four (4) eligible Elders who have agreed to carry out the duties referred to in Step 4 above. The names of the Elders submitted by both parties shall be listed on Schedule "C" and comprise an equal number of male and female Elders.
- (c) If a settlement of a grievance is not reached at the end of Step 3, an employee with the consent of the Union and the Employer may within ten (10) working days of receipt of the Step 3 response have her grievance heard by a panel of two (2) Elders, one (1) male and one (1) female selected by the Employee from those listed at Schedule "C" to this Collective Agreement, provided the Elder is not related to the Employee.
- (d) The parties agree that the hearing of the grievance by the panel of Elders shall take place within thirty (30) calendar days of the request, unless otherwise agreed by the parties. Recommendations made by the panel of Elders to resolve the grievance shall be in writing and are non-binding. Where the recommendations are unacceptable, either party may then refer the grievance to arbitration in accordance with Article 7.
- (e) Elders shall be reimbursed for travel expenses and shall be paid a per diem honorarium to be shared equally by the Employer and the Union.
- (f) The Employer and the Union agree to the terms of reference for the use of Elders set out in Schedule "C" to this Collective Agreement.

6.03 Time Limits

All time limits referred to herein may be extended by mutual agreement, in writing, with copies to both parties.

6.04 Meetings held in conjunction with the Grievance Procedure will be held on the Employer's premises.

6.05 Replies to Grievances

Replies to grievances shall be in writing at all steps of the Grievance Procedure.

6.06 Union and Employer Grievances

The Union and the Employer shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. However, a Union grievance shall not include any matter which an employee is personally entitled to grieve, and the regular grievance procedure shall not be by-passed.

A Policy grievance may be lodged by either party in writing at Step 3 of the grievance procedure at any time within ten (10) working days of the circumstances giving rise to the grievance. If such grievance is filed by the Employer at Step 3, it shall be presented to the National Union representative or Unit Chairperson or designate. If a policy grievance is not satisfactorily settled, it may be referred to arbitration in the same manner and to the same extent as the grievance of an employee.

DISCIPLINE AND DISCHARGE GRIEVANCES

- 6.07 If an employee who has passed probation believes they have been disciplined or discharged without just cause, the employee may file a written grievance at Step 3 of the grievance procedure within seven (7) working days after the employee has been given notice of discipline or discharge.
- 6.08 If a discharge grievance goes to arbitration the Arbitrator may:
- (a) confirm the dismissal of the employee; or
 - (b) reinstate the employee with or without compensation; or
 - (c) substitute such other penalty for the discharge as the Arbitrator deems just and reasonable in all the circumstances
- 6.09 No employee, who has completed the probationary period, will be discharged unless Union representation is present.
- 6.10 **An** employee's discipline records will be cleared within 24 months from the date of the last infraction.

ARTICLE 7 - ARBITRATION

- 7.01 Should any grievance fail to be satisfactorily settled after completing all stages of the grievance procedure, either party may, within twenty (20) working days following receipt of the answer from the Executive Director, notify the other party in writing of its desire to submit the grievance to arbitration. If written notice of intent to arbitrate is not forwarded within the twenty (20) working day period, the grievance is deemed to have been settled at the conclusion of Step 3 of the Grievance Procedure. For the purposes of this clause it is mutually agreed upon that a single arbitrator be used.
- 7.02 The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

Authority of Arbitrator

- (1) It is understood and agreed that the Arbitrator shall have the authority only to settle disputes under the terms of this Agreement and may only interpret and apply to this Agreement the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrated.
- (2) The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it, nor to give any decision inconsistent therewith, nor to deal with any matter that is not a proper matter for a grievance under this Agreement nor to deal with any issue not specifically raised in the original grievance.

7.03 Arbitration Expenses

- (a) Each party shall pay its own costs, fees and expenses of witnesses called by it and of its representatives.
- (b) The fees and expenses of the Arbitrator shall be shared equally between the parties.

7.04 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Employer.

- 7.05 The parties agree to meet during the term of this Collective Agreement to jointly develop an Aboriginal Arbitration process that could on the agreement of the parties replace Article 7 of the Collective Agreement.

ARTICLE 8 – SENIORITY

8.01 Seniority Defined

Seniority will be the length of continuous employment with the Employer from their original date of hire as determined by the seniority list attached as Schedule B to this Agreement, It is understood that 1820 hours will be equivalent to one-year seniority and service. Seniority is a factor used in job postings, layoff, recall, transfers and assignment of vacation, vacation pay and entitlement.

8.02 Probationary Period

- (1) New full-time employees shall establish seniority as defined above upon successful completion of a probationary period of **six (6)** calendar months and such seniority will be effective from the most recent date of hire.

- (2) New part-time employees shall establish seniority as defined above upon successful completion of a probationary period of six (6) calendar months or 910 hours worked, whichever is greater and such seniority shall be effective from the most recent date of hire.
- (3) The discharge, discipline, suspension, termination or lay-off of a probationary Employee shall be at the sole discretion of the Employer and such discharge, discipline, suspension, termination or lay-off of a probationary Employee cannot be grieved and shall not be subject to the grievance and arbitration provisions of this Collective Agreement or the *Labour Relations Act*.

8.03 **An** Employee transferred or promoted to a non-bargaining unit position, shall retain his seniority up to the date of leaving the bargaining unit for a period of twelve (12) months but will not accumulate seniority while in a non-bargaining unit position. If the Employee returns to the bargaining unit within twelve (12) months he shall continue to accumulate seniority from the date he returns to the bargaining unit which shall be added to his previously accumulated seniority.

8.04 An Employee shall lose his seniority and shall be deemed terminated if he:

- (a) resigns
- (b) is discharged for just cause
- (c) is absent without leave for three (3) days without notice to the Employer
- (d) fails to return within five (5) days from layoff under the recall procedures
- (e) has been laid off and not recalled within 12 months from last date of layoff
- (f) chosen to accept severance pay on layoff
- (g) is retired.

ARTICLE 9 - VACANCIES, PROMOTIONS, AND STAFF CHANGES

9.01 Posting of Vacancies

- (1) Prior to filling any permanent full or permanent part-time vacancies covered by the terms of this Agreement, or new permanent positions, the Employer shall post notice of the vacancy for a minimum of seven (7) calendar days and interested employees may make written application.
- (2) When a permanent full or permanent part-time vacancy occurs or a new permanent position is created inside the bargaining unit, the Employer shall notify the Union in writing.
- (3) A successful applicant on a job posting shall be placed on an orientation period for two (2) weeks, In the event the successful applicant proves unsatisfactory in the position during the orientation period, or if the

Employee is unable to perform the duties of the new job classification, he shall be returned to his former position and former wage or salary rate without loss of seniority. Any other employee promoted because of the re-arrangement of positions shall also be returned to his former position, and former wage or salary rate, without loss of seniority.

- (4) Employees filling temporary vacancies will return to their previous position at the end of the term of the temporary vacancy.

9.02 Seniority Factors

In the cases of promotion, transfers, layoffs, recalls and job postings the Employer shall consider:

- (a) qualifications, skill, ability, experience, patient care and Aboriginal status
 (b) seniority.

The parties agree that the factors listed in (a) must govern and only where those factors in (a) are relatively equal, will factor (b) govern provided the Employer does not exercise its discretion in an arbitrary, capricious or discriminatory manner.

9.03 Notices

All notices will be given to the employee in writing, either personally or at the last known address on record with the Employer. Notice shall be deemed to be received seven (7) days after the date of mailing.

9.04 Lay-offs and Recalls

The Employer will give notice of lay-off to employees in accordance with the *Employment Standards Act*. Should a layoff occur, employees may exercise their seniority to bump a more junior employee in the same or lower classification provided that the employee who is retained can perform the available work without training subject to Section 9.02 above. Recalls will be handled in reverse order of layoff subject to Section 9.02 above.

ARTICLE 10 – HOURS OF WORK AND OVERTIME

10.01 The following paragraphs and sections are intended to define the normal hours of work.

Full-time

10.02 (a) The normal hours of work for full-time employees will be up to

thirty-five (35) hours per week and up to seven (7) hours per day, Monday to Friday.

- (b) The normal daily start times are 9:00 a.m. to 5:00 p.m. inclusive of a one (1) hour unpaid lunch break and two (2) fifteen minute paid break periods.
- (c) Notwithstanding the above, the work week and daily start times may vary (flexible scheduling) to accommodate operational requirements such as evening and weekend programs and clinics. **If** an employee's regular hours of work are changed by the Employer, the Employer will advise the Employee 48 hours prior to the change taking effect. Regular hours of work will not be changed except for legitimate business reasons. No overtime will be paid outside the normal hours of work unless specifically authorized by the Executive Director.
- (d) Full-time employees approved to work overtime outside the hours identified above will receive time and one half their regular straight time hourly rate exclusive of any premiums for all approved hours worked or the employee may choose to bank the equivalent work time hours. Banked time hours must be taken within 3 months of being earned. If not scheduled by the Employee at the start of the 3rd month, the Employer may schedule the time to be taken within the 3rd month. Only if the time cannot be scheduled by the end of the 3rd month, these hours will be paid out at the appropriate overtime rates.

Part-time

- 10.03 (a) Part-time employees may be utilized in an effort to reduce full time overtime situations and provide the necessary program requirements.
- (b) Part-time employees who are working a full-time temporary vacancy will receive the start rate for the position **as** established in the agreed to classifications identified in Schedule **A** of this agreement or as established by the Employer for such work.
 - (c) Where possible, part-time employees will be scheduled on a weekly basis.
 - (d) Part-time employees approved to work overtime outside the hours identified above will receive time and one half their regular straight time hourly rate exclusive of any premiums, for all approved overtime hours worked or the employee may choose to bank the equivalent work time hours. Banked time hours must be taken within 3 months of being earned. If not scheduled by the Employee at the start of the 3rd month, the Employer may schedule the time to be taken within the 3rd month. Only if the time cannot be scheduled by the end of the 3rd month, these hours will be paid out at the appropriate overtime rates. No overtime will be paid

outside the normal hours of work unless specifically authorized by the Executive Director.

ARTICLE 11 – HOLIDAYS

- 11.01 (a) In accordance with the provisions of the Employment Standards Act, the Employer recognizes the following paid public holidays:

New Year's Day
Good Friday
Thanksgiving Day
Victoria Day
Boxing Day (Dec. 26)
Labour Day
Canada Day
Christmas Day

- (b) The Employer recognizes the following additional paid holidays.

Civic Holiday
 Easter Monday
 Remembrance Day

- (c) The Employer recognizes for full-time employees only two (2) additional floating holiday days. The scheduling of the two (2) floating holidays must be at a mutually agreeable time.
- (d) All Employees will receive the June 21, National Aboriginal Day off. This day will be treated similar to a floating holiday day. Employees who work on this day will be paid their regular straight time hourly rate of pay for all hours worked on that day and will receive another day off in lieu at a mutually agreeable time.

- 11.02 Holiday pay is defined as the amount of regular straight time hourly rate of pay which an employee would have received had the employee been scheduled to work the employee's regular shift on the holiday in question.

11.03 Qualification for Holiday Pay

Full time employees have no entitlement to pay for the holidays listed in (a) & (b) if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the holiday or all of his or her first regularly scheduled day of work after the public holiday.

11.04 Holidays Falling on Day Off

- (1) If a Holiday falls on a full-time employee's scheduled day off, and the employee meets the qualifying conditions, such employee shall be given a regular work day off at a mutually agreeable time.
- (2) **An** employee shall be paid for such time at the employee's regular straight time rate of pay.

11.05 Holidays Falling on a Work Day

When a regular full-time employee is required to work on one of the holidays, the employee shall receive, one and one half (1 ½) times the employee's regular straight time pay for all hours worked. In addition, he shall receive another day off with pay in lieu at a mutually agreeable time within three (3) months of the date of the holiday.

11.06 Holidays on Vacation Day

If one of the above holidays occurs during a regular full-time employee's vacation period, the employee, at their option, will receive the statutory holiday pay or have vacation time extended by the statutory holiday hours. Time off in lieu of a holiday day shall be scheduled at a mutually agreeable time within three (3) months of the date of the holiday.

11.07 By mutual agreement, the above noted holidays may be changed to accommodate patient service.

ARTICLE 12 - VACATION

- 12.01 (1) Rules for the booking and confirmation of vacation time will be as presently practiced.
- (2) The vacation year will be from employee anniversary date to anniversary date.
- (3) Vacation entitlement shall be as follows:
- (a) after one (1) year of continuous service - two (2) weeks vacation;
 - (b) after two (2) years of continuous service - three (3) weeks vacation;
 - (c) after three (3) years of continuous service - four (4) weeks vacation;
 - (d) after five (5) years of continuous service - five (5) weeks vacation.

- 12.02 (a) Full time employees will receive a regular week of pay for each week of vacation entitlement.
- (b) Vacation time may not be carried over from year to year without prior approval of the Executive Director.
- 12.03 ~~Part~~ time employees will receive vacation pay of two percent (2%) for each week of entitlement with their regular pay for each pay period.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 The Employer may or may not, at its discretion, grant a leave of absence without pay to an employee. A request for leave of absence shall be made in writing to the Executive Director.

13.02 Employees shall be granted pregnancy and parental leave in accordance with the *Employment Standards Act*.

13.03 Bereavement Leave

- (1) Regular full-time employees will be granted bereavement leave of up to:
- (a) four (4) consecutive working days paid from the date of death of a spouse, child, stepchild, parent, grandparent, brother, sister, father or mother in law, grandchild or step parent.
- (b) two (2) consecutive working days paid from the date of death of a niece, nephew, son or daughter in law, brothers or sisters in law.
- (c) Additional compassionate days without pay may be given with approval from the Executive Director.

13.04 Jury Duty

If an employee is required to attend at jury selection or to serve as a juror or as a witness for the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately of the employee's notification that he will be required to attend Court;
- (b) presents proof of service requiring the employee's attendance;
- (c) promptly repays the amount other than expenses paid to the employee for such services or attendance to the Employer;

- (d) resumes performance of the employee's regular duties during any reasonable period when the employee is not required to be in attendance.

13.05 Education Leave

Employees may or may not, at the discretion of the Employer, be granted an educational leave of absence to a maximum of 1 year to upgrade skill sets that would be beneficial to the Centre. Employees will not lose seniority during this time and they will return to their job position after the completion of the leave.

ARTICLE 14 – BENEFITS AND INSURANCE

14.01 (1)

Full-time employees may be eligible for the benefit program as identified in group policy #251526 subject to availability through the relevant funding agreements. The Union will be notified of any planned changes of carrier during the term of the Agreement.

- (2) The pension plan (RRSP) for eligible full-time employees in effect on **January 1, 2005** will remain in effect for the duration of this Collective Agreement subject to availability through the relevant funding agreements. The Union will be notified of any changes as a result of the loss of any funding and/ or eligibility requirements.

ARTICLE 15 – HEALTH LEAVE

- 15.01 A full-time Employee shall accumulate sick time credits at the rate of twelve (12) days (7 hour shifts) per calendar year. The unused balance may be cumulative to a maximum of thirty (30) days. There will be no payout of unused sick time credits.

Every employee claiming sick pay under this Article for a period of three (3) consecutive working days may be required to produce a Doctor's certificate as proof of reason for absence. For periods of five (5) consecutive days or more the employee may be required to produce a doctor's certificate stating that the employee is fit to return to work and is able to perform his regular duties.

Each employee shall receive a statement twice per year of outstanding credits and deductions.

ARTICLE 16 – MEDICAL EXAMINATIONS

- 16.01 Where the Employer requires an employee to undergo a medical assessment or examination, all costs incurred shall be paid by the employer.

The cost of a pre-employment medical examination report, if required prior to the end of probation shall be the responsibility of the applicant.

ARTICLE 17 – WAGES

17.01 Job Classifications are set out in Schedule “A” of this Agreement.

New or Changed Classifications:

The Employer shall notify the Union and the parties shall meet within thirty (30) calendar days to negotiate the salary range for the new or revised classification. If the parties fail to agree on the new rate, the Employer shall set the salary subject to the right of the Union to refer the matter to arbitration.

17.02 The Employer will pay employees on Thursday bi-weekly.

ARTICLE 18 – BULLETIN BOARDS

18.01 The Union shall have the use of an assigned bulletin board on the Employer’s premises for the purpose of posting approved notices relating to the Union’s legitimate business as it relates to the Employer. The Union will refrain from posting any notice that the Employer considers to be objectionable.

ARTICLE 19 – WORK RELATED TRAVEL

19.01 The cost of all work related travel required or approved by the Employer, including lost wages and travel expenses will be borne by the Employer. The Employer will arrange the most practical and economical travel arrangements. If staff are required to use their vehicles, they will be compensated mileage as per article 21.01.

An employee will receive equal flex time when traveling outside of the employee’s regularly scheduled hours. For hours less than a full shift an employee’s pay will be kept whole. Traveling for purposes of training will normally be during daylight hours.

ARTICLE 20 – PERSONAL VEHICLES

20.01 For personal vehicles used for transportation of clients or used for job duties the Employer shall pay a kilometre allowance of \$0.41 per kilometre. Personal vehicles used for transportation of clients or used in part of job duties shall be covered with a minimum of one (1) million dollars of liability insurance policy. **An** endorsement to this effect must be filed annually with the Employer.

ARTICLE 21 – EXPENSE CLAIMS

21.01 The Employer will pay accommodation and transportation necessary in the performance of out of town duties. Meals will be paid as follows: breakfast - \$10.60, lunch - \$15.00 and dinner - \$29.05.

ARTICLE 22 – COPIES OF THE AGREEMENT

22.01 The Employer and the Union agree to share equally the cost of reproducing this Agreement and shall agree, in advance, to the format and the number of copies required.

ARTICLE 23 – DURATION OF AGREEMENT

This agreement shall continue in full force and effect from **November 9, 2007 to March 31, 2010** and shall be renewed from year to year thereafter unless either party gives to the other party, notice in writing within ninety (90) days from the expiry date that it desires to terminate or amend its provisions.

Where notice to amend the Agreement is given, the provisions of the Agreement will continue in force until the new Agreement is signed, or the right to strike or lockout accrues, whichever is first.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED at **Thunder Bay**, Ontario this 3rd day of may 2009

**ANISHNAWBE MUSHKIKI
COMMUNITY HEALTH
CENTRE**

[Signature]
Beryan alybes
Claudia Le...
Anne Le Sage

**COMMUNICATIONS,
PAPERWORKERS UNION
AND ITS LOCAL 7-0**

[Signature]
R. Bish...
Unalyn

SCHEDULE "A"**CLASSIFICATIONS AND HOURLY RATES**

| AHWS | | April 1, 2007 | | | April 1, 2008 | | |
|-------------------------------------|----|----------------------|-------------|--------------|----------------------|-------------|--------------|
| | | Start | 6Mon | 1Year | Start | 6Mon | 1Year |
| Staff Team Leader – Nurse Pract. | FT | 42.05 | 43.00 | 43.95 | | | 47.93 |
| Nurse Practitioner | FT | 42.05 | 43.00 | 43.95 | | | 47.93 |
| Traditional Coordinator | FT | 20.88 | 22.04 | 24.48 | 21.35 | 22.54 | 25.03 |
| Health Promotion Coordinator | FT | 19.14 | 22.04 | 24.48 | 19.58 | 22.54 | 25.03 |
| Mental Health Worker | FT | 20.88 | 22.04 | 24.48 | 21.35 | 22.54 | 25.03 |
| Mental Health Therapist | FT | 24.48 | 26.77 | 28.02 | 25.03 | 27.37 | 28.65 |
| Mental Health Therapist | PT | 24.48 | 26.77 | 28.02 | 25.03 | 27.37 | 28.65 |
| Mental Health Rehab Worker | FT | 24.48 | 26.77 | 28.02 | 25.03 | 27.37 | 28.65 |
| Medical Secretary | FT | 16.10 | 17.25 | 18.40 | 16.46 | 17.64 | 18.81 |
| Secretary/Receptionist | FT | 14.78 | 15.84 | 16.96 | 15.11 | 16.20 | 17.34 |
| Chiropracist | PT | | | 63.35 | | | 64.78 |
| Advanced Foot Care Nurse | PT | | | 31.67 | | | 32.38 |
| Medical Clerk | FT | 13.75 | 14.50 | 15.25 | 14.06 | 14.83 | 15.59 |
| Clinical Assistant | FT | 12.00 | 12.75 | 13.75 | 12.27 | 13.04 | 14.06 |
| Registered Practical Nurse | PT | | | | 20.47 | 21.49 | 22.52 |
| Registered Nurse | PT | | | | 32.42 | 34.47 | 36.51 |
| Diabetes Prevention Educator | FT | | | | 25.03 | 27.37 | 28.65 |
| Healthy Eating & Active Living | FT | 25.47 | 26.47 | 27.47 | 26.04 | 27.07 | 28.09 |
| <u>MCYS – March 31, 2006</u> | | | | | | | |
| FAS/FAE Outreach & Child Dev. | PT | 23.19 | 24.65 | 26.11 | 23.71 | 25.20 | 26.70 |
| FAS/FAE Nutrition & Parenting | PT | 23.19 | 24.51 | 25.82 | 23.71 | 25.06 | 26.41 |
| Early Childhood Educator (AHWS) | PT | | | 13.72 | | | 14.03 |
| <u>MHLTC</u> | | | | | | | |
| Nurse Practitioner | FT | | | | | | 47.82 |
| <u>OFIFC</u> | | | | | | | |
| Health Advocacy Developer | FT | 23.21 | 24.18 | 25.14 | 23.73 | 24.72 | 25.71 |

*Team Leader Premium = \$1.00 per hour on

SCHEDULE "B"**ANISHNAWBE MUSHKIKI SENIORITY LIST – EFFECTIVE MARCH 1, 2006**

The following denotes the list of employees on the effective date. All employees on this list are deemed *to* have completed their probationary period (except as noted) and will have their seniority recognized in accordance with the number corresponding to their name (i.e. #1 most senior, #2 second most senior, etc.). Employees identified with **an ***, are those which fail under a special agreement between the parties. This list will be updated quarterly, amended by mutual agreement between the parties, and form part of the Collective Agreement.

| | | | | |
|-----|---------------------------|-------------------|----------------|---|
| 1. | Kelli Chimbakis | September 7, 1999 | FT | * |
| 2. | Alfred Henderson | July 11, 2005 | FT | |
| 3. | Jane Yesno | July 1, 2000 | FT | * |
| 4. | Sheila Marcinyshyn | July 11, 2005 | FT | * |
| 5. | Mae Katt | July 11, 2005 | FT | |
| 6. | Robert Tinsley | November 25, 2005 | FT | * |
| 7. | Carmen Moonias-Lavoie | July 11, 2005 | FT | * |
| 8. | Martha Mawakeesic | July 11, 2005 | FT | * |
| 9. | Shannon Gustafson | July 11, 2005 | FT | |
| 10. | Allan Johnson | January 17, 2005 | PT | |
| 11. | David Moonias | January 17, 2005 | FT | * |
| 12. | Teresa Magiskan | July 11, 2005 | FT | |
| 13. | Kim Trahn | May 1, 2005 | PT | |
| 14. | Brent Anderson | May 18, 2005 | PT | |
| 15. | Michelle Richmond-Saravia | July 11, 2005 | FT | |
| 16. | Gina Rogers | August 3, 2005 | PT | |
| 17. | Tracey Sauls | August 10, 2005 | FT | |
| 18. | Mary Lou Auger | October 5, 2005 | FT – Probation | |
| 19. | Aaron Medd | October 18, 2005 | PT – Probation | |
| 20. | Ashley Dokuchie | March 1, 2006 | FT – Probation | |

SIGNED AT THUNDER BAY, ONTARIO THIS 29TH DAY OF MARCH, 2006.

FOR: ANISHNAWBE MUSHKIKI

FOR: CEP

SCHEDULE “C”

Elders – Terms of Reference (Article 6 – Step 4)

1. An Elder should be, for the purposes of selection under Article 6 – Step 4, a person must be a person of aboriginal decent, having qualities that include one or more of the following:
 - (a) a spiritual Elder;
 - (b) a respected community Elder;
 - (c) an Elder having knowledge of traditional teachings and their lives exemplify the “good life”;
 - (d) expertise or experience in employment or labour relations.

2. Individuals will not be eligible for selection as an Elder under Article 6 – Step 4, if the individual is:
 - (a) an employee of the Employer;
 - (a) a member of the Employer’s Board of Directors;
 - (b) a Chief or Band Council member of any of the Employer’s Affiliated Aboriginal Groups;
 - (c) a representative or executive member of the Union;
 - (d) has been charged with a criminal offense for which they have not been pardoned.

3. Selection and Role of Elders
 1. Elders will be selected by the Employer and the Union in accordance with Article 6 – Step 4 of the Collective Agreement and will be listed in a Schedule to the Collective Agreement. Employees will have the option of selecting any such Elder, other than an elder who is related to the Employee, to provide wisdom, guidance and assistance in resolving grievances.

 2. Elders will apply their experience, values and beliefs to facilitate grievances through a nonbinding dispute resolution process.

Process

1. The Elder shall be provided with a copy of the Grievance Form and any responses and documents provided during the grievance process.
2. The Elder shall have discretion to select the process to be used and shall inform the Employer and the Union of the process no less

than 30 days in advance of the date set for the meeting with the Elder.

3. The Employer and the Union will work collaboratively to provide the Elders with training relating to the terms of the Collective Agreement and dispute resolution options.

4. Compensation

1. The Union and the Employer shall each be responsible for one-half of the following:
 - (a) An honorarium in the amount of \$250.00 per half day and \$500.00 per full day, at the option of the Elder;
 - (b) Fees and expenses of the Elder.

LETTER OF UNDERSTANDING
Between
ANISHNAWBE MUSHKIKI COMMUNITY HEALTH CENTRE
(hereinafter referred to as the “Employer”)
And
COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-0
(hereinafter referred to as the “Union”)

The following terms and conditions will apply with respect to the below issues.

The parties agree this letter of understanding will govern with respect to aspects of the renewal of the collective agreement and certain individuals.

1. The Employer and the Union agree to change the terms of the collective agreement to mirror the **Employer’s** fiscal year. **As** a result, the collective agreement will **be** in effect from November 9, 2007 through to March 31, 2010.
2. The Employer agrees to the request **of** the union to follow the language of the collective agreement **as** it relates to **Article 12 VACATION**.
3. The Employer and the Union agree all outstanding grievances are indeed resolved with the exception of the following as these will be dealt with separately between the Union and the Employer:

- Grievance #25 - Grievor is contending the Employer is not paying sick leave and vacation leave **in** accordance with the collective agreement. The Grievor states **sick** leave and vacation leave are currently being accrued and states this practice must stop **and** instead **be** given to the Employees.

- Grievance #31 - Mawakeesic – The Grievor contends she was given “unfair discipline”. The Grievor was witnessed arriving to work late by the Employer and was reminded of the policies and processes when it comes to arriving to **work** late. No discipline was issued.

- Grievance #33 - Sauls - The Grievor contends the employer suggested going forward, she seek medical advice from medical practitioners outside of the Centre as it presents a conflict of interest.

The Employer proposes and asks the Union to agree to the following resolutions with respect to the above three outstanding grievances:

- **Grievance #25** – The employer agrees to follow the language of the collective agreement as it relates to **Article 12 VACATION**.
- **Grievance #31** – The Union understands the grievor did not receive a formal reprimand and instead it was pointed out she was indeed late and the grievor

was reminded to follow the policies as they pertain to lateness. The Union withdraws this grievance.

- **Grievance #33** – The Employer Will agree to grandfather those employees who use the clinic of Anishnawbe Mushkiki as their primary care provider and permit them and their families to continue to use the clinic. These include the following employees:

- o Tracey Sauls
- o Martha Mawakeesic
- o Mary Lou Anger
- o Jana Rae Yerxa
- o ~~Sheila Meekis~~ omit *HL*
D.L.

- These employees above will need to **book** appointments ahead of time and on their own time for **non** episodic issues and **as** per the scheduling of the clinic. All other employees are permitted to use the clinic during working hours for ail episodic issues and will be required **to** use an outside medical organization **for all** non episodic issues. Sick time can be utilized for these instances.
- Episodic issues, is defined as occurring or appearing **at** usually irregular intervals i.e. occasional headaches, **flu**, ear aches etc.
- **Any** employees who require **an** extended period of time off due to illness will be required to obtain a medical note from an outside medical organization as this presents a possible conflict of interest to the Employer. The Employer will pay for such note requests.

4. The Union agrees they will not pursue section 96 as per the Ontario Labor Relations Act #1271-08-U.

The Employer and the Union both agree to this Letter of Understanding.

Dated at Thunder Bay, Ontario this **2nd** day of **April** 2009.

For the Employer

[Signature]

Anne Le Sage

Claudia Laford

Bernice Huber

For the Union

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between

ANISHNAWBE MUSHKIKI COMMUNITY HEALTH CENTRE
(hereinafter referred to as the "Employer")

And

**COMMUNICATION, ENERGY AND PAPERWORKERS
UNION OF CANADA AND ITS
LOCAL 7-0**
(hereinafter referred to as the "Union")

The following terms and conditions will apply with respect to transitional issues.

The parties agree this letter of understanding will govern with respect to certain individuals who shall have seniority dates of July 11, 2005.

The terms as set out below apply as at signing and this agreement will be sealed and not opened unless by necessity of the parties. Each party will notify the other in writing prior to the opening of the letter and provide reasons therefore.

1. The parties recognize the following individuals as having seniority dates with the Anishnawbe Mushkiki Community Health Centre of July 11, 2005 and will be credited on the seniority list as follows:

Mae Katt – September 1, 2002
Carmen Moonias-Lavoie – January 6, 2003
Sheila Marcinyshyn – March 4, 2002
Martha Mawakeesic – May 26, 2003
Shannon Gustafson – December 6, 2004
Alfred Henderson – February 28, 2000
Teresa Magiskan – March 21, 2005

2. It is agreed and understood that should any of the herein noted individuals leave their employ, and are subsequently rehired, they would be treated as a new hire.
3. The parties agree that the herein noted individuals, although having the same hire date of July 11, 2005, will be placed on the seniority list where the parties agree and that seniority list will be the approved seniority list.
4. The parties agree that the individuals noted above will be credited for all time towards all Collective Agreement and Employment Standards Act provisions.

The parties **also** agree that the individuals listed below will receive vacation entitlement **as** follows:

Mae Katt - 6 weeks entitlement effective **July** 11, 2006
Carmen Moonias-Lavoie - 4 weeks entitlement effective **July** 11, 2006
Sheila Marcinyshyn - 4 weeks entitlement effective **July** 11, 2006
Martha Mawakeesic - 4 weeks entitlement effective **July** 11, 2006
Alfred Henderson - 5 weeks entitlement effective **July** 11, 2006

5. The parties agree that this settlement constitutes a settlement within the meaning of 96(7) of the Labour Relations Act and is enforceable thereunder.
6. The Union hereby seeks leave of the Labour Relations Board to **withdraw** its application under Section 11 in Board File **0968-05-U**.

Dated at Thunder Bay, Ontario this 29 day of March, 2006.

For the Employer

Apne L. Singh
Bernice Dubee
Tami Javoshi

For the Union

Y.M. G.
[Signature]

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