

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")**

April 1, 2010 through to March 31, 2012

RECEIVED
MAY 27 2010

13640 (04)

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 presentation. 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.

2.02 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

- (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 or designate, 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. Seniority is a factor used in job postings, layoff, recall, transfers and assignment of vacation.

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.

9.0 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. No overtime is to be paid to a part-time employee unless such employee exceeds eight (8) hours of work per day or forty-four (44) per week.

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
Family Day (3rd Monday in February)
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

- (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. 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 under subsection 11.01 (a) & (b) above, if he or she fails, without reasonable cause, to work all of his or her last regularly scheduled day of work before the public 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 Funds Administrative Service Group Policy #28057 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 (RRSP) pension plan in effect on January 1, 2005, for eligible full-time employees will remain in effect for those employees currently enrolled as at February 1, 2010 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. For those eligible employees both the employer and employee will each contribute three percent (3%) of gross earnings towards a (RRSP) pension plan at the Bank of Montreal.

As of February 1, 2010, all new full-time employees will be automatically enrolled to participate in the Hospitals of Ontario Pension Plan (HOOPP). All current full-time employees will be given the choice to remain with the current (RRSP) pension plan or join the HOOPP. Employees who choose to remain with the current (RRSP) pension plan may, subject to the plan document, have an opportunity to opt out at a later date and join the HOOPP.

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 Chanced 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. The Employer will pay the normal transaction fees associated with direct deposit.

17.03 When an employee temporarily performs the work of a higher classification, he/she will receive their own rate of pay or the next highest rate of pay for that position whichever is greater for the time worked in the higher classification.

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 between 35 and 44 a week, employees will receive equivalent time off at straight time. For hours in excess of 44 a week, employees will receive equivalent time off at one and one-half times the hours worked. Traveling for purposes of training will normally be during daylight hours. Requests for time off must be pre-approved by the Executive Director or designate.

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 \$0.50 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 - \$13.00, lunch - \$15.00 and dinner - \$35.00 and incidentals at \$15.00 per day of travel.

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 **April 1, 2010 to March 31, 2012** 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 23RD day of NOVEMBER, 2010

**ANISHNAWBE MUSHKIKI
COMMUNITY HEALTH
CENTRE**

Tim Janowski
[Signature]
[Signature]

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

[Signature]
[Signature]

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

AHWS		April 1, 2010			April 1, 2011		
		Start	6Mon	1Year	Start	6Mon	1Year
Staff Team Leader -- Nurse Pract.	FT			49.62			50.62
Nurse Practitioner	FT			49.62			50.62
Traditional Coordinator	FT	22.10	23.34	25.91	22.54	23.80	26.43
Health Promotion Coordinator	FT	20.27	23.34	25.91	20.68	23.80	26.43
Mental Health Worker	FT	22.10	23.34	25.91	22.54	23.80	26.43
Mental Health Therapist	FT	25.91	28.34	29.66	26.43	28.91	30.25
Mental Health Therapist	PT	25.91	28.34	29.66	26.43	28.91	30.25
Mental Health Rehab Worker	FT	25.91	28.34	29.66	26.43	28.91	30.25
Medical Secretary	FT	17.04	18.27	19.48	17.38	18.63	19.87
Secretary/Receptionist	FT	16.15	17.27	18.46	16.47	17.62	18.83
Chiropract	PT			67.06			68.40
Advanced Foot Care Nurse	PT			33.52			34.19
Medical Clerk	FT	14.56	15.35	16.14	14.85	15.66	16.46
Registered Practical Nurse	FT	21.19	22.24	23.33	21.62	22.69	23.79
Registered Nurse	PT	33.56	35.69	37.80	34.24	36.40	38.55
Diabetes Prevention Educator	FT	25.91	28.34	29.66	26.43	28.91	30.25
Healthy Eating & Active Living	FT	26.96	28.03	29.08	27.50	28.59	29.66
Project Coordinator	PI			24.85			25.34
Fitness Instructor	PI			17.60			17.95
<u>MCYS – April 1, 2010</u>							
FAS/FAE Outreach & Child Dev.	II	24.57	26.09	27.64	25.06	26.61	28.19
FAS/FAE Nutrition & Parenting	II	24.54	25.94	27.34	25.03	26.46	27.88
Early Childhood Educator (AHWS)	PT			14.53			14.82
<u>MHLTC</u>							
Nurse Practitioner	FT			49.62			50.62
<u>OFIFC</u>							
Health Advocacy Developer	FT	24.03	25.03	26.03	24.51	25.53	26.55
<u>DIABETES</u>							
Dietician	FT	32.59	33.60	34.62	33.24	34.28	35.31
Diabetes Educator	FT	32.99	33.01	37.04	33.65	35.71	37.78

*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 fall 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.	Sheila Marcinyshyn	July 11, 2005	FT	*
2.	Carmen Moonias-Lavoie	July 11, 2005	PT	*
3.	Martha Mawakeesic	July 11, 2005	FT	*
4.	ShannonGustafson	July 11, 2005	FT	*
5.	Teresa Magiskan	July 11, 2005	FT	*
6.	Kim Trahn	May 1, 2005	PT	
7.	Brent Anderson	May 18, 2005	PT	
8.	Gina Rogers	August 3, 2005	PT	
9.	Tracey Sauls	August 10, 2005	FT	
10.	Mary Lou Auger	October 5, 2005	FT	
11.	Elaine Bagdon	June 19, 2006	FT	
12.	Joyce Swaren	September 25, 2007	PT	
13.	Debra Bishop	December 4, 2007	PT	Probationary
14.	Sheila Meekis	February 15, 2008	FT	
15.	Debra McGoldrick	April 7, 2008	PT	Probationary
16.	Sabrina Boucher	April 24, 2008	FT	
17.	Melanie Tibishkogijig	June 2, 2008	FT	
18.	Crystal Spanningna	September 22, 2008	FT	
19.	Vanessa Nabigon	November 3, 2008	FT	
20.	Cameron Dokis	November 3, 2008	FT	
21.	Aaron Medd	January 20, 2009	PT	Probationary
22.	Lisa Stirbys	January 26, 2009	PT	Probationary
23.	Marilyn Tangie	February 17, 2009	PT	Probationary
24.	Ange-Aimee Wawia	July 27, 2009	PT	
25.	Noreen Mosquito	October 9, 2009	PT	Probationary
26.	Rachel McGuire	October 13, 2009	PT	Probationary
27.	Janene Kotala	October 26, 2009	FT	
28.	Gladys Ocheewasawan	November 4, 2009	PT	Probationary
29.	Crystal Kaukinen	December 23, 2009	PT	
30.	Bonnie Lindberg	January 11, 2010	PT	Probationary
31.	Eugene Jeong	April 12, 2010	FT	Probationary
32.	Bernice Kakakagumick	April 19, 2010	FT	Probationary

- | | | | |
|-----|-----------------|----------------|-----------------|
| 33. | Donna Simon | April 26, 2010 | FT Probationary |
| 34. | Alison Thompson | May 17, 2010 | PT Probationary |
| 35. | Krystal Eissner | July 12, 2010 | PT Probationary |

SIGNED AT THUNDER BAY, ONT. RIO THIS 23rd DAY OF Nov, 2010.

FOR: ANISHNAWBE MUSHKIKI

Tina Gowokh
Dennis
Claudia M

FOR: CEP

CPA/CPA
R. Deshaizy

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
LOCAL 7-0
(hereinafter referred to as the "Union")**

The parties agree to this Letter of Understanding with respect to issues that were discussed and agreed during the negotiation for this renewal collective agreement.

1. The parties agree to renew the sealed Letter of understanding dated March 29, 2006.
2. The parties agree to the resolutions contained in the Grievance Settlement Letter dated April 2, 2009 including the resolutions to Grievance #25, #31 and #33.

Dated at Thunder Bay, Ontario this 15th day of September, 2010.

For the Employer

Tami Javoshi

Ducic

Charles M

For the Union

[Signature]

[Signature]

[Handwritten mark]