

# **COLLECTIVE AGREEMENT**

**Between**

**ANISHNAWBE MUSHKIKI INC.**  
**(hereinafter referred to as the “Employer”)**

**And**



**UNIFOR**  
theUnion | lesyndicat

**AND ITS LOCAL**  
**7-0-2 and 7-0-3**  
**(hereinafter referred to as the “Union”)**

**April 1, 2016 through to March 31, 2018**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 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 exists to serve all Aboriginal people in health related matters. 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 and established by the Employer.

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 UNIFOR as the exclusive bargaining agent for all employees of Anishnawbe Mushkiki working in the District and City of Thunder Bay, Ontario save and except students, Traditional Coordinator, supervisors and persons above the rank of supervisor, positions held within Administration and any practicing member of the medical profession in accordance with the Ontario Labour Relations Act. It is understood that positions within Administration will include the Executive Director, Human Resources, and Finance; and positions employed in any capacity to support these positions including the position of Administrative Assistant.

- 2.02 Applications and Definitions  
In this Collective Agreement:

- a) “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.
- c) “Probationary Period” means the assessment period for newly hired employees into regular positions prior to their being considered permanent full-time or permanent part-time employees.

- d) "Permanent" is defined as a position that is expected be continuous.
- e) 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.
- f) A part-time employee shall not be entitled to any benefits except those specifically identified as applicable by the terms of this Collective Agreement.
- g) "Student" is defined as an individual who is not an employee and is working in a placement capacity.
- h) "Casual" is defined as an individual who works on an ad hoc basis, as required by the Employer. A casual employee is employed at the Employer's discretion. Casual employees do not accrue seniority or service for any purposes under this agreement but will be considered as part of the bargaining unit.
- i) "Temporary" is defined as an individual who augments the existing full-time and part-time staffing on a temporary basis for a period up to fourteen (14) consecutive calendar months, unless otherwise agreed to by the parties. At the end of the temporary employment, the temporary employee will be deemed terminated without recourse to the grievance and / or arbitration provision, or the layoff provisions of this agreement. A temporary employee is employed at the Employer's discretion. Temporary employees do not accrue seniority or service for any purposes under this agreement subject to provisions of Article 9.03 and 9.04; but will be considered as part of the bargaining unit.

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*;
- b) observe and respect Individual Entitlement by the *Canadian Charter of Rights and Freedoms*;
- c) maintain order, discipline and efficiency;
- d) 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;

- e) make, enforce and alter from time to time reasonable rules and regulations and policies and procedures to be observed by the employees:
- f) 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**

- (1) The Employer agrees it will deduct a:
  - a. one-time initiation fee of fifteen dollars (\$15) from all employees in the bargaining unit on behalf of the Union and remit to the Union.
  - b. 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.
- (2) It will be a condition of employment that all employees shall sign an authorization form for the deduction of Union dues.

- (3) 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.
- (4) The Union shall advise the Employer yearly of the Union officials so the Employer may authorize payment for time off for Union business.

#### 4.03 Union Officers and Unit Chairpersons

- (1) The Employer shall recognize one (1) Unit Chair and one (1) Union Steward, one (1) per reporting centre in accordance with Article 8, who shall be an employee in the bargaining unit and has completed their probationary period for the purpose of dealing with Union business as provided under this Agreement.
- (2) The Union shall notify the Employer in writing of the names of its Representatives as Union Officer and Unit Chairperson and whenever there is a change. The Employer 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 as well as union training and meeting time under the grievance procedure short of arbitration. Compensation will not be allowed for time spent outside of the employee's regular working hours.
- (4) Correspondence will pass between Manager, Finance and Administration and Unit Chairperson for the Union and may be delivered personally, by email or via mail.
- (5) An employee may elect to have a Union representative present at any disciplinary meeting.

#### 4.04 Negotiation Committee

The Employer agrees to recognize a Negotiating Committee of not more than four (4) bargaining unit employees (2 from Reporting Centre A at 29 Royston Court and 2 from Reporting Centre B at 101 N. Syndicate Avenue) 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.

#### 4.05 Unifor Paid Education Leave (PEL)

The Employer agrees to pay into a special fund of two cents (.02) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a Trust Fund established by the Unifor National union effective date of ratification.

### **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.

### 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 step 2, 3 and 4 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.

**6.07 Discipline and Discharge Grievances**

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 unless the employee has abandoned his position, in which case the discharge will be provided in writing and the Union representative will be notified.

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.

## ARTICLE 8 – DISCIPLINE PROCESS

### 8.01 Disciplinary Action

The Organization follows the practice of progressive discipline which may include a letter of redirection, verbal warnings(s), written warning, suspension and termination.

The following disciplinary action procedure will generally be used for those offences not sufficiently grave to warrant immediate discharge:

1. All disciplinary action, including verbal warnings, will be given to the employee by his Supervisor, in the presence of a Union representative and followed up with a letter documenting the action to be signed by the Supervisor, employee and Union representative as acknowledgement of its issuance.

2. Copies of the letter will be provided to the employee, the Union and Administration.

## **ARTICLE 9 – SENIORITY & SERVICE**

### 9.01 a) Seniority Defined

Seniority will be defined as the amount of time credited to an employee for working continuously in the bargaining unit as a permanent full-time or permanent part-time employee. Seniority is a factor used in job postings, layoff, recall, transfers and assignment of vacation.

Permanent full-time employees will accumulate seniority on the basis of their continuous work in the bargaining unit from the most recent date of hire, except as otherwise provided herein and subject to the requirements of the *Employment Standards Act*.

Permanent part-time employees will accumulate seniority on the basis of actual time worked in the bargaining unit. It is agreed that one (1) year's seniority will be equivalent for each 1820 hours worked in the bargaining unit as of the most recent date of hire, subject to the requirements of the *Employment Standards Act*.

In no circumstances will an employee's seniority date, pre-date his or her most recent date of hire due to overtime hours worked, subject to the requirements of the *Employment Standards Act*.

### b) Reporting Centre Seniority

Reporting Centre Seniority will be defined as seniority (as defined above) within the bargaining unit and the Reporting Centre. Reporting Centre Seniority is a factor used in job postings, promotions, layoffs, recalls, transfers and assignment of vacation.

### 9.02 Service

Service is defined as the length of continuous employment with the Employer. Service is a factor used in vacation entitlement, sick time or any other benefits under any provisions of the Collective Agreement or elsewhere.

Permanent full time employees will accumulate service on the basis of their continuous employment from the most recent date of hire, except as otherwise provided herein.

Permanent part time employees will accumulate service on the basis of actual time worked. It is agreed that one (1) years' service will be equivalent for each 1820 hours worked as of the most recent date of hire.

In no circumstances will a permanent part-time employee's service date pre-date his or her most recent date of hire, subject to the requirements of the *Employment Standards Act, 2000*.

9.03 Temporary and Casual employees do not accrue seniority or service.

If a temporary or casual employee is the successful applicant to a posted permanent position, he shall receive credit for seniority for the time worked in the bargaining unit from the most recent continuous date of hire upon completion of the probationary period and in accordance with Article 9.

If a temporary or casual employee is the successful applicant to a posted permanent position, he shall receive credit for service for the time worked from the most recent continuous date of hire upon completion of the probationary period and in accordance with Article 9.

9.04 Subject to Article 9.06, the probationary period will be determined as follows:

- a) For a casual employee, the probationary period will begin on the date placed into the permanent position.
- b) For a temporary employee, the probationary period will begin on the date placed into the permanent position of a different job classification.
- c) For permanent placement into the same job classification, the probationary period will include the hours worked from the most recent continuous date of hire.

9.05 Reporting Centre Seniority List

The list attached as Schedule B to this Agreement will be the reporting centre seniority list, showing the listing of Employees by Reporting Centre, and will be updated annually and amended by mutual agreement between the parties.

The reporting centre seniority list shall be updated in accordance with Article 9.0 and according to the records of the Employer as of the end of the pay period prior to April 1st. The Employer shall use its best efforts to post the reporting centre seniority list within five (5) weeks following the foregoing date.

Where the Employer is unable to post the list, it shall notify the Union of the reason(s) for the delay. The reporting centre seniority list shall be posted on a bulletin board provided by the Employer once prepared. Reporting Centre Seniority as posted shall be deemed to be final and not subject to grievance unless such grievance is made within thirty (30) calendar days from the date of posting. The Employer will send a copy of the

reporting centre seniority list to the Union and to each of the Unit Chairpersons once it is posted.

In no circumstances will a permanent part-time employee's reporting centre seniority or service date pre-date his or her most recent date of hire, subject to the requirements of the *Employment Standards Act, 2000*.

#### 9.06 Probationary Period

- (1) New full-time employees hired into permanent positions 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 hired into permanent positions 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*.
- (4) Where a probationary employee is absent on approved leave of absence, sick leave or statutory leaves such as set out in the *Employment Standards Act* or statutory absences such as Workplace Safety and Insurance Board (WSIB) compensable injury or illness absence, it is understood that the period of probation shall be extended by a period equivalent to such accumulated time that the Employee was absent.

9.07 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.

9.08 A part-time employee who subsequently becomes a permanent full-time employee shall attain seniority on the basis of 1820 hours equalling one (1) year of seniority.

- 9.09 An Employee shall lose seniority and shall be deemed terminated if the employee:
- a) resigns
  - b) is discharged for just cause
  - c) absent 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) has chosen to accept severance pay on layoff
  - g) retires.

#### **ARTICLE 10 – EFFECT OF ABSENCE**

- 10.01 a) It is understood that during an absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue;
- b) During an unpaid absence exceeding thirty (30) continuous calendar days other than an absence in accordance with Article 16.02, credit for service and seniority shall be suspended, the benefit concerned appropriately reduced on a prorate basis and the employee's anniversary date be adjusted accordingly. This article will be interpreted in a manner that is consistent with both the *Human Rights Code* and the *Workplace Safety and Insurance Act*.
- c) The Employer shall not pay premiums for health benefits for absences beyond six (6) months, save and except those protected by the *Employment Standards Act*.

#### **ARTICLE 11 – VACANCIES, PROMOTIONS, AND STAFF CHANGES**

##### **11.01 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 rearrangement 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.
- (5) The Employer shall first consider applications for job postings from employees within the Reporting Centre in which the vacancy occurs.

#### 11.02 Seniority Factors

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

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

#### 11.03 Lay-offs and Recalls

- (a) The Employer will give notice of lay-off to employees in accordance with the *Employment Standards Act* and in reverse order of Reporting Centre Seniority. Should a layoff occur, employees may exercise their Reporting Centre seniority to bump a more junior employee in the same or lower classification at their Reporting Centre provided that the employee who is retained can perform the available work without training subject to Section 11.02 above. Recalls will be handled in reverse order of lay-off subject to Section 11.02 above.
- (b) The Employer agrees that should there be a layoff the Employer will provide the union with 30 days written notice.

#### 11.04 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.

### **ARTICLE 12 – HOURS OF WORK AND OVERTIME**

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

## **Full-time**

- 12.02 a) The normal hours of work for full-time employees will be thirty-five (35) hours per week Monday to Friday.
- b) The normal daily start times are 9:00 a.m. or as mutually agreed. The normal daily seven (7) hour shift is inclusive of up to a one (1) hour unpaid meal 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 7 days 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 employee's supervisor.
- d) Full-time employees approved to work overtime will receive straight time for hours worked up to 44 (forty four) per week and time and one half their regular straight time hourly rate for hours worked in excess of 44 per week. The equivalent work time hours will be placed in the employee's Overtime Bank. Banked time hours must be taken within 6 months of being earned and prior to the end of the fiscal year, with the exception of fifteen hours which may be carried over to the next fiscal year. 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.

## **Part-time**

- 12.03 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 will receive straight time for hours worked up to 44 (forty four) per week and time and one half their regular straight time hourly rate for hours worked in excess of forty-four (44) per week. The equivalent work time hours will be placed in the employee's Overtime Bank. 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.

### **ARTICLE 13 – TEMPORARY ASSIGNMENTS**

13.01 The Employer may temporarily assign employees to work within the same job classification at a different Reporting Centre for emergency reasons provided the manager of the assigned employee consents and notification is given to the employee 48 hours prior to the assignment. Where 48 hours notification is not possible, the assigned employee will be entitled to an additional two (2) hours pay.

### **ARTICLE 14 – HOLIDAYS**

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

New Year's Day	Canada Day
Family Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
	Boxing Day (Dec. 26)

Centre is closed for same period as elementary schools over Christmas break with exception of one day per week, not falling on a statutory holiday, where the Centre will be open and staffed by Medical Secretary, RPN and Physician or NP. Staff who work on the 2 days the Centre is open over the Christmas break will be provided with a day in lieu prior to the fiscal year end. Staffing for the two days over Christmas break will be rotated annually, unless otherwise agreed to by the scheduled staff.

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

Easter Monday  
Civic Holiday

(c) The Employer recognizes for permanent full-time employees only three (3) additional floating holiday days. The scheduling of these floating holidays must be at a mutually agreeable time. Floating holidays will be granted annually on April 1<sup>st</sup>, but are earned as accrued throughout the year. Floating holidays must be taken by March 31 of the following year.

(d) All employees will receive the June 21, National Aboriginal Day off.

- (e) All employees normally scheduled to work the day Christmas Eve and New Year's Eve falls on, will receive that afternoon off and be paid their regular pay.

14.02 Holiday pay will be calculated according to the *Employment Standards Act*.

14.03 Qualification for Holiday Pay

- (a) Employees have no entitlement to pay for the holidays listed under subsection 14.01 (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 holiday or all of his or her first regularly scheduled day of work after the public holiday.

14.04 Holidays Falling on Day Off

If a Holiday falls on an 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.

14.05 Holidays Falling on a Work Day

When an 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.

14.06 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.

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

**ARTICLE 15 – VACATION**

15.01 (1) Rules for the booking and confirmation of vacation time will be as follows:

Vacations may be requested at any time of the year, subject to the restrictions below. The supervisor, or designate, will grant requests subject to operational requirements. Vacation requests must be submitted a minimum of two (2) weeks in

advance for approval. Vacation requests of more than a week must be submitted thirty (30) days in advance for approval.

In the event that the number of employees in each department or team requesting vacation exceeds the number which the Employer has determined might be permitted vacation at that time, requests shall be considered on the basis of first come first served. Where there is a tie, priority will be given based on seniority as per the posted seniority list.

Requests for vacation time from December 15th to January 15th of the following year shall be made not later than October 15th in that year. The Employer will respond to such requests by November 1st in that year.

If a request is submitted outside of the time period outlined above, it may be approved at the Employer's discretion provided no employee, who submitted in compliance with the above timelines, was denied the same time period.

(2) The vacation year will be from employee anniversary date to anniversary date.

(3) Vacation time entitlement shall be as follows:

- (a) after one (1) year of service – two (2) weeks' vacation time;
- (b) after two (2) years of service – three (3) weeks' vacation time;
- (c) after three (3) years of service – four (4) weeks' vacation time;
- (d) after five (5) years of service – five (5) weeks' vacation time;
- (e) after ten (10) years of service – six (6) weeks' vacation time.

(4) Vacation entitlement will be in accordance with Article 10 – Effect of Absence and Article 9.02 Service.

(5) Vacation may be used as it is accrued.

15.02 a) Permanent full-time employees will receive vacation pay when they take vacation time. Vacation pay will be calculated as a percentage of actual wages earned during the vacation year. The percentage that will be applied to the calculation will be determined by the employee's vacation time entitlement as follows:

- 2 week entitlement = 4%
- 3 week entitlement = 6%
- 4 week entitlement = 8%
- 5 week entitlement = 10%
- 6 week entitlement = 12%

- b) Unused Vacation entitlement must be used and may not be carried over from year to year without prior approval of the Executive Director.
- 15.03 a) Part-time employees shall be entitled to vacation pay based upon the applicable percentage provided. Vacation pay will be paid in each pay period as a percentage of bi-weekly wages.
- 2 week entitlement = 4%
  - 3 week entitlement = 6%
  - 4 week entitlement = 8%
  - 5 week entitlement = 10%
  - 6 week entitlement = 12%

**ARTICLE 16 – LEAVE OF ABSENCE**

16.01 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 and is subject to the provisions set out in Article 10 – Effect of Absence.

16.02 Employees shall be granted pregnancy and parental leave and other protected leaves in accordance with the *Employment Standards Act*.

16.03 Bereavement Leave

(1) Regular full-time employees will be granted bereavement leave of up to:

- (a) four (4) consecutive working days paid regarding the 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 regarding the 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.

16.04 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.

#### 16.05 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 17 – PENSION AND HEALTH BENEFITS**

- 17.01 (1) Permanent full-time employees may be eligible for the benefit program as identified in Manulife group policy 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) All new permanent full-time and part-time employees will be automatically enrolled to participate in the Hospitals of Ontario Pension Plan (HOOPP). All current full-time employees who were enrolled in the (RRSP) pension plan as at February 1, 2010 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.

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 the employee will each contribute three percent (3%) of gross earnings towards a (RRSP) pension plan at the Bank of Montreal.

- 17.02 Permanent part-time employees may be eligible to the benefit program or HOOPP pension in accordance with the program eligibility rules as set out by the Funds Administrative Services or HOOPP.

## **ARTICLE 18 – SICK TIME**

- 18.01 A full-time employee shall accumulate sick time credits at the rate of fourteen (14) days (7 hour shifts) per calendar year. Sick time credits are earned based on time actually worked, one (1) sick day credit for every thirty (30) days worked to a maximum of fourteen (14) days in a calendar year. Sick time credits will be applied as earned on the basis of 3.23 hours per pay period week worked. The unused balance may be cumulative to a maximum of forty-five (45) days. There will be no payout of unused sick time credits. Sick time must be earned before it can be used.
- 18.02 A permanent part-time employee will be eligible to earn sick time credits during their actual time worked. Sick time credits will be allowed to accumulate on a prorated basis of the full-time entitlement, based on actual hours worked. Each part-time employee will be allowed to accumulate a bank of a maximum of 48 hours of sick time and carry over 24 hours of sick time into the next fiscal year. There will be no payout of unused sick time credits. Sick time must be earned before it can be used.
- 18.03 Sick time may not be used to extend annual leave or vacation, but may be granted for the following reasons:
- a) Illness of the part of, or injury to, the employee incapacitating him/her from duty.
  - b) Illness in the immediate family of such a critical nature as to require the presence of the employee.
  - c) Doctor and dental appointments to prevent illness and in accordance with organizational policy with respect to requesting time off.
  - d) Sick days may be used by staff in circumstances to support family members or for personal mental health needs, as authorized by the Executive Director.
- 18.04 When sick time is used, the employee will identify if the reason as set out under Article 18.03 is on the part of the employee (“Sick Time - Personal”) or the employee’s family (“Sick Time – Family”).
- 18.05 Every employee claiming sick time 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, at the employee’s expense, stating that the employee is fit to return to work and is able to perform his regular duties.

## **ARTICLE 19 – MEDICAL EXAMINATIONS**

19.01 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 20 – WAGES**

20.01 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.

20.02 The Employer will pay employees on Friday bi-weekly. The Employer will pay the normal transaction fees associated with direct deposit.

20.03 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.

20.04 During the term of this collective agreement, in the event that the government increases funding to Anishnawbe Mushkiki to increase wages to health care professionals above the wages as set out in Article 20.01, both parties shall meet to negotiate the salary range of the applicable classifications. 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.

## **ARTICLE 21 – BULLETIN BOARDS**

21.01 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 22 – WORK RELATED TRAVEL**

22.01 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 23.01.

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 23 – PERSONAL VEHICLES**

23.01 For personal vehicles used for job duties the Employer shall pay a kilometre allowance of \$0.50 per kilometre. Personal vehicles shall be covered with a minimum of one (1) million dollars of liability insurance policy and is the responsibility of the employee. An endorsement to this effect must be filed annually with the Employer in accordance with organizational policy.

### **ARTICLE 24 – EXPENSE CLAIMS**

24.01 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, dinner - \$35.00 and incidentals \$15.00 per day of travel.

### **ARTICLE 25 – HEALTH AND SAFETY**

25.01 The Employer agrees to provide training of employees as required to satisfy the requirements of the *Occupational Health and Safety Act*.

### **ARTICLE 26 – COPIES OF THE AGREEMENT**

26.01 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 27 – DURATION OF AGREEMENT**

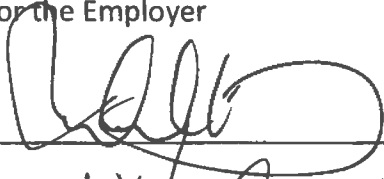

This agreement shall continue in full force and effect from April 1st, 2016 to March 31st, 2018 and shall be subject to renegotiation solely on the matter of wages at any time during the term should Management negotiate revised funding agreements. The negotiation will occur within 30 days of Management notification to the Union of the completion of such agreements. This agreement 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.

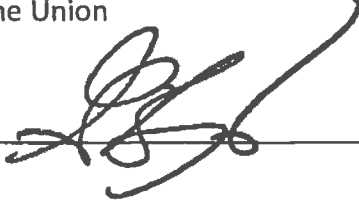
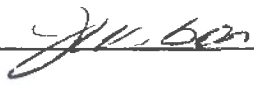
IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

Dated at Thunder Bay, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For the Employer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
*Sheela Sheela SS* →  
\_\_\_\_\_  
*Anne Marie Lee*  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
*Anne Marie Lee*  
*Juanita*  
\_\_\_\_\_

## SCHEDULE A

### CLASSIFICATIONS AND HOURLY RATES

April 1, 2016

	Start	6 Month	1 Year
Nurse Practitioner			50.62
Traditional Coordinator	22.54	23.80	26.43
Health Promotion Coordinator	20.68	23.80	26.43
Medical Secretary	17.62	18.83	20.10
Chiropracist			68.40
Advanced Foot Care Nurse			38.55
Registered Practical Nurse	22.69	23.79	25.88
Registered Nurse	34.24	36.40	38.55
Healthy Eating & Active Living Coordinator	27.50	28.59	29.66
HEAL Program Assistant	12.52	13.52	14.52
Social Worker/Navigator	34.24	36.40	36.57
FAS/FAE Outreach & Child Dev.	25.06	26.61	28.19
FAS/FAE Nutrition & Parenting	25.03	26.46	27.88
Dietician	33.24	34.28	35.31
Diabetes Educator	34.24	36.40	38.55

\*Team Leader Premium for Nurse Practitioner = \$1.00 per hour on

\*\* The lead position will be paid \$2.00/hour above the scheduled rate for the employees position.

**SCHEDULE B: SENIORITY LIST – EFFECTIVE MARCH 1, 2014**

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 annually, amended by mutual agreement between the parties, and form part of the Collective Agreement.

**Reporting Centre A: 29 Royston Court**

SENIORITY DATE

SERVICE DATE

# List to be posted

**Reporting Centre B: 101 N. Syndicate Ave**

SENIORITY DATE

SERVICE DATE

# List to be posted

**LETTER OF UNDERSTANDING**

**Between**

**ANISHNAWBE MUSHKIKI INC.  
(hereinafter referred to as the "Employer")**

**And**



**Local 7-O-02 and 7-O-03  
(hereinafter referred to as the "Union")**

**Re: Methodology for Adjusting Seniority and Service**

The parties agree that the following methodology will be used when pro-rating and adjusting seniority and service in accordance with provisions established in the collective agreement.

**Pro-rating and Adjusting Seniority and Service for Full-Time Work**

To calculate seniority and service for periods of absences in accordance with the collective agreement, the following formula should be followed:

End Date: Year Month Day  
Start Date: Year Month Day  
Total: Years Months Days

If the end date is to be included in the total amount, the total number of days should be increased by one. For example, if an employee is being credited with prior full-time work for the period, October, 2, 2000 through the close of business on January 20, 2005, the calculation would be as follows:

2004 13  
End Date: ~~2005-01-20~~  
Start Date 2000 10 02

---

Sub-total 4 3 18  
+ 1 day

---

Total Creditable Time  
= 4 YEARS, 3 MONTHS, 19 DAYS

Notice that in the above example, 12 months had to be borrowed from the year's column and added to the month's column before the subtraction of months could occur.

If the end date is not to be included in the total amount, there is no need to add an additional day to the total amount. For example, an employee went on a leave of absence without pay which began on July 30, 2004, and from which he was reinstated on July 16, 2005.

Because the reinstatement date represents his first day back on duty, this day should not be included in calculating the total time on leave, so there is no need to add this day in the formula.

2004 18 46  
Reinstatement date: ~~2005 07 16~~  
Leave start date: 2004 07 30

---

Total time on leave: 0 Years, 11 months, 16 Days

Notice that in the above example, 12 months had to be borrowed from the year's column and added to the month's column before the subtraction of months could occur and 30 days had to be borrowed from the month's column and added to the days column before the subtraction of days could occur. For purposes of this formula, a month is assumed to be 30 days.

Using the above example, assume his seniority date was February 5, 2000 at the time of his leave. The total time on leave would be added to this date to arrive at his adjusted seniority date.

2000 02 05  
+ 11 16 Total time on Leave  
=2000 13 21  
=2001 01 21 Adjusted Seniority date

### **Pro-rating and Adjusting Seniority and Service for Permanent Part-Time Work**

To calculate credit for seniority for periods of part-time work, the Employer must convert total creditable hours into years, months and days using the following methodology:

1. Using a 35 hour work week, the following assumptions are made.
  - a) A full-time employee would work 1820 hours in one year (26 pay periods by 70 hours = 1820 hours).
  - b) 1820 hours divided by 12 = 151.67 working hours/month.
  - c) 1820 hours divided by 365.25 calendar days = 4.98 working hours/day.

2. **APPLYING THE FORMULA:** If an employee had a total of 2915 creditable working hours, the conversion of this time into years, months, and days would be calculated as follows:
- a) 2915 divided by 1820 hours = 1.60 =  
Total years = 1 year
  - b) .60 x 1820 hours = a remainder of 1092 hours.
  - c) 1092 divided by 151.67 work hours/month = 7.1998  
Total months = 7
  - d) .1998 x 151.67 working hours/month = 30.3097
  - e) 30.3097 divided by 4.98 working hours/day = 6.086 days, which would be rounded to the nearest whole number for a total of 6 days
  - f) Based on the answers in items a, c and e above, the employee in this example has total creditable time of 1 YEAR, 7 MONTHS, 6 DAYS.

Per the above example, assume the employee has a seniority date of May 17, 2010 as of January 1, 2012. Employee has worked 2915 hours (1 YEAR, 7 MONTHS, 6 DAYS) from January 1, 2012 to March 31, 2014.

If employee worked full-time hours, credited time would be:

End Date: 2014 03 31

Start Date: 2012 01 01

---

Sub-total = 2 2 30  
+ 1 day  
= 2 YEAR, 2 MONTHS, 31 Days

However, based on part-time hours worked per above formula, the credited time is:  
= 1 YEAR, 7 MONTHS, 6 DAYS

The difference between what would have been earned as a full-time (which would not require an adjustment) vs. actual time is then used to adjust the seniority date:

	1 14 31
Time accrued if a Permanent Full-Time	2 2 31
-Actual Time worked	<u>1 7 6</u>
Amount of time to be used for adjustment =	0 7 25

Seniority Date	2010 05 17
<u>Add adjustment</u>	<u>07 25</u>
=	<del>2010 12 42</del>

= ~~2010 13 12~~  
= 2011 01 12 is the Adjusted Seniority date as of March 31, 2014;  
= translating to a total seniority time of 3 Years, 2 Months, 20 Days.

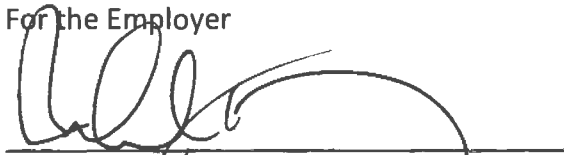
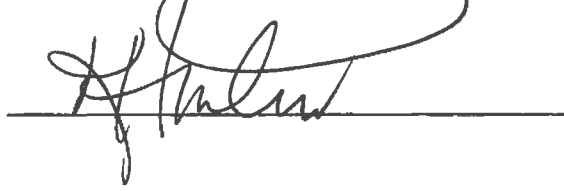

Adjusted seniority time is the current date, minus the adjusted seniority date:

Current Date: 2014 03 31  
-Adjusted Seniority Date: 2011 01 12  
= 03 02 19  
+ 1  
= 03 02 20  
= 3 YEARS, 2 MONTHS, 20 DAYS


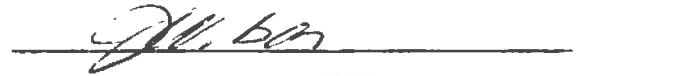

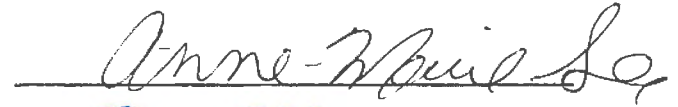

Without prejudice, the Employer and the Union both agree to this Letter of Understanding.

Dated at Thunder Bay, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For the Employer

  
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For the Union

  
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\_\_\_\_\_

LETTER OF UNDERSTANDING

Between

ANISHNAWBE MUSHKIKI INC.  
(hereinafter referred to as the "Employer")

And



Local 7-O-02 and 7-O-03  
(hereinafter referred to as the "Union")

Re: Article 9 – Casual or Temporary Hires

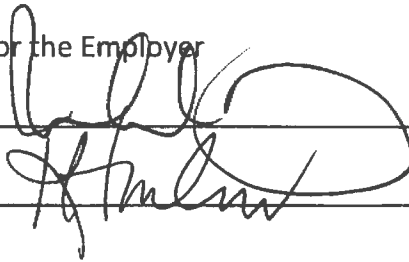
The parties agree to the following terms and conditions:

1. The Intent of Article 9 was to not recognize seniority or service for time worked as a casual or temporary hire, including if they were to be placed into a permanent full-time or permanent part-time position.
2. With respect to Article 9.03 and 9.04, it is understood that the "most recent continuous date of hire" is the start date of the permanent full-time or permanent part-time position.
3. Accordingly, when a temporary or casual hire is the successful applicant to a posted permanent position, he shall receive credit for seniority and service only from the start date of the permanent position upon completion of the probationary period.
4. The probationary period will begin from the start date of the permanent position.


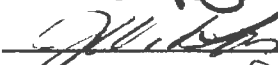

Without prejudice, the Employer and the Union both agree to this Letter of Understanding.

Dated at Thunder Bay, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2016

For the Employer

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
  
Susan Smith  
  
Anne Marie Lee