

**APPENDIX ON LOCAL ISSUES**

**BETWEEN:**

**RAINY RIVER HOSPITAL, of the Town of  
Rainy River, in the District of Rainy River**

**Hereinafter referred to as the "Employer",**

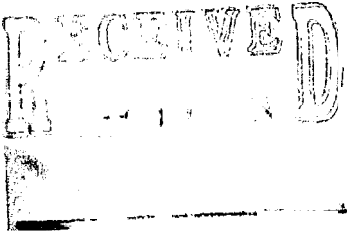
**OF THE FIRST PART**

**and**

**RAINY RIVER HOSPITAL LOCAL UNION 2970  
of the Canadian Union of Public Employees**

**Hereinafter referred to as the "Union",**

**OF THE SECOND PART**



**RECOGNITION**

**A-1**

The Employer recognizes that in accordance with the "Certificate" issued by the Ontario Labour Relations Board and dated at Toronto, Ontario on the 22<sup>nd</sup> day of March 1985, the Canadian Union of Public Employees and its Local 2970 is the bargaining agent of all employees of Riverside Health Care Facilities Inc. at its hospital in Rainy River, Ontario, save and except the Director of Services, professional medical staff, graduate and under-graduate nurses, technical and paramedical personnel, office and clerical staff, supervisors, persons above the rank of supervisors and students employed during the school vacation period.

**DEFINITIONS**

**B-1**

"Supervisor" or "Immediate Supervisor", when used in this Agreement, shall mean the first supervisory level excluded from the bargaining unit as defined in Article 2.01.

**B-2**

"Registered Practical Nurse" is defined as a nurse who is registered by the College of Nurses of Ontario in accordance with the Health Disciplines Act. A Registered Practical Nurse is required to present to the Nurse Manager their current Registration Certificate not later than January 31<sup>st</sup> of each year.

## **MANAGEMENT RIGHTS**

### **C-1**

The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim by a non-probationary employee of discharge, suspension or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing work, and the working establishment for the service;
- (d) Manage the operation of the Hospital. To determine the number of personnel required, methods, procedures and equipment required in the operation of the Hospital;
- (e) Make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

### **C-2**

These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

## **CHECK-OFF OF UNION DUES AND UNION SECURITY**

### **D-1**

The Hospital will deduct from the pay of an employee an amount equal to the current monthly Union dues. Union dues deduction shall be made on the first pay period of each month.

The Union from time to time shall notify the Hospital, in writing, to indicate the current amount of such dues. The dues deducted will be forwarded to the Union no later than ten (10) days beyond the first pay period, together with a list of names of the employees on whose behalf such deductions have been made.

## **D-2**

The Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deduction and remittance.

## **D-3 Copy of Collective Agreement**

All new employees shall be provided with a copy of the Collective Agreement upon entering the employment of the Hospital. The hospital and union shall share half the cost of printing a sufficient number of collective agreements for employees within the bargaining unit.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

## **D-4 Refund**

The Union further undertakes and agrees to refund to the Employer any monies paid to the Union pursuant to this Article D-1 in error.

## **D-5**

The Hospital will provide the union with a monthly list of all terminations within the bargaining unit where such information is available or becomes available through the hospital's payroll system.

## **D-6**

The Hospital shall provide, annually, a mailing list including names and current addresses for all members of the Local Union of the Canadian Union of Public Employees. Union members who do not want the Union to have this information shall notify the hospital of such in writing.

## **UNION REPRESENTATION**

### **E-1 Grievance Committee**

The Hospital will recognize a Grievance committee of two (2) employees to attend grievance meetings provided hereunder (Article 6).

### **E-2 Negotiating Committee**

The Union may designate a Negotiating Committee consisting of not more than two (2) employees who shall represent the bargaining unit as provided in Article 6.03.

### **E-3**

The Hospital will recognize the four **(4)** stewards from the following sections:

Nursing	- 1	Housekeeping	-1
Dietary	-1	Maintenance	-1

One of the above representatives will be designated by the Union to act as Chief Steward.

### **E-4**

The Union agrees to supply the Hospital, in writing, with the names of executives of the Union, the stewards, the currently authorized members of the committees as specified in Article 6, and of any changes thereto when they occur. Only such persons shall be recognized by the Hospital.

### **E-5**

All referenceto officers, stewards and committee members of the Union in this Agreement shall be deemed to mean officers, stewards and committee members of the duly chartered local constituted for this bargaining unit, all of whom are employees of the Hospital.

### **E-6**

The Hospital or the Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees in negotiations, grievance meetings or other matters of mutual concern to the parties. The representative of the Canadian Union of Public Employees will make prior verbal arrangements with the Nurse Manager, or her designate to attend at meetings on the Hospital premises.

### **E-7**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer, or designate of the Hospital and the President of the Union.

### **E-8**

Saturdays, Sundays and paid holidays as set out in Article 16, will not be counted in computing the time within which any action is to be taken or completed under the provisions of Article 7.

### **E-9 Place of Hearing**

Arbitrations shall be heard at Rainy River, Ontario, or at such other place as may be agreed upon by the parties.

## **E-10 Clarification of Decision**

Should the parties disagree on the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.

## **E-11 Leave for Union Business**

It is agreed that not more than two (2) employees shall be absent on such leave at the same time.

## **E-12 Job Descriptions**

The parties agree that concerns regarding job descriptions may be referred to the Labour-Management Committee for discussion.

## **EMPLOYER'S GRIEVANCE**

### **F-1**

It is understood that the Employer may bring forward at any meeting held with the Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Hospital, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing and the written grievance sent to the President of the Local Union 2970 or to his designated representative of the said Local.

### **F-2**

If such complaint is not settled to the satisfaction of the Employer, the President of the Local Union or his designated representative shall, within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

### **F-3**

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Local Union or his designated representative, the Employer may within ten (10) days after the receipt of the reply, or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 8 of this Agreement.

### **F-4**

Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance; otherwise the grievance shall be deemed to have been abandoned.

## **REPRIMANDS**

### **G-1**

Whenever the Employer delivers a written reprimand to an employee, the Employer may send a copy of the written reprimand to the Recording Secretary of the Union within five (5) days.

### **G-2**

A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of his record.

## **SENIORITY LIST**

### **H-1(a) - Full-time**

A seniority list shall be established for all full-time employees covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied twice annually on January 15<sup>th</sup> and August 15<sup>th</sup>.

Any objection by an employee or the Union to the accuracy of the seniority list must be made in writing to the Manager, Human Resources within thirty (30) calendar days of the date the list was posted. If no objections are received within the thirty (30) day period, the list will be deemed to be accurate.

### **H-1(b) - Part-time**

A seniority list shall be established for all part-time employees covered by this Agreement who have completed their probationary period. A copy of the seniority list will be filed with the Union after the execution of the Agreement and a revised list will be supplied twice annually on January 15<sup>th</sup> and August 15<sup>th</sup>.

Any objection by an employee or the Union to the accuracy of the seniority list must be made in writing to the Manager, Human Resources within thirty (30) calendar days of the date the list was posted. If no objections are received within the thirty (30) day period, the list will be deemed to be accurate.

### **H-2**

It shall be the duty of the employee to notify the Hospital promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

### **H-3 No Outside Advertising**

No outside advertising for any vacancy within the Bargaining Unit will be placed until present Union members who have applied have been interviewed.

### **H-4(a) - Scheduling of Shifts - Full-time**

- a) Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than seven (7) consecutive days of work.
- b) Schedules will be posted eight **(8)** weeks in advance.
- c) The Hospital undertakes to use its **best** efforts consistent with the needs of adequate patient care to schedule work to permit all employees to receive one **(1)** weekend off in four **(4)**.
- d) The Employer will give each employee a day off on either New Year's Day or Christmas Day unless otherwise agreed by the employer and the Employee.
- e) An employee who requests a change of shift will receive a notification of the outcome of the request as soon as possible either in writing or verbally.

### **H-4(b) - Scheduling of Shifts (Part-time Only)**

- a) The Hospital agrees that it will **not** require an employee to work a schedule of more than seven (7) consecutive shifts without his/her consent.
- b) Schedules shall be posted eight **(8)** weeks in advance.
- c) The Hospital undertakes to use its best efforts consistent with the needs of adequate patient care to schedule work to permit all employees to receive one **(1)** weekend off in four **(4)**.
- d) An employee who requests a change of shift will receive a notification of the outcome of the request as soon as possible either in writing or verbally.

### **H-5 (Part-time Only)**

An employee who is called in to work will receive a minimum of four **(4)** hours pay at his/her regular rate of pay.

### **H-6 Overtime**

If an employee is required to work overtime for a period of fifteen **(15)** minutes or less, the provisions of Article 15.02 shall not apply. If an employee is required to work overtime for a period of sixteen **(16)** minutes or more, then overtime payment shall apply on all time worked in excess of the normal daily hours of work.

## PAID HOLIDAYS

### I-1 (Full-time Only)

The following shall be recognized as holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Day	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
* Float Day	Boxing Day

- e Each full-time employee who has completed his/her probationary period shall receive a floating holiday.

Effective January 1, 2003, the following shall be recognized as holidays:

New Year's Day	Civic Holiday
2 <sup>nd</sup> Monday in February	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
2 <sup>nd</sup> Monday in June	Christmas Day
Canada Day (July 1 <sup>st</sup> )	December 26 <sup>th</sup>

### I-2

The following regulations will govern the granting of holidays for full-time employees:

- 1) Employees who are not required to work on the above holidays shall be given the day off with pay if they qualify.
- 2) A regular full-time employee who is required to work on such paid holiday shall be granted a day off with pay, to be taken not later than ninety (90) calendar days from the date of the paid holiday at a time mutually agreed upon between the employer and the employee.

Notwithstanding the above paragraph a full-time employee may accumulate not more than three (3) lieu days, which may be taken at a mutually agreed upon time.

- 3) When a holiday falls within an employee's vacation period, and he qualifies for payment of the holiday, subject to Article 16.02, it shall be added to his vacation period or scheduled at a mutually agreeable time.
- 4) When a holiday falls on an employee's day off and he qualifies for payment of the holiday subject to Article 16.02, he will be granted another day off at a mutually agreeable time.



## **VACATIONS**

### **J-1**

The vacation year for purposes of calculating vacation allowance shall be the employee's anniversary date.

### **J-2**

The Employer will endeavour to schedule vacations in order of employee's seniority; however, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period.

In order for seniority to prevail, requests must be received by the immediate supervisor no later than April 1<sup>st</sup>. After that date vacations will be granted on a first come, first served basis. An employee will be notified of the outcome of their vacation request by May 1<sup>st</sup>.

For the months of June, July and August, each employee may be granted only first and second choice vacation requests. If a third split is required, said split will be granted after all other employees' requests for vacation are granted.

### **J-3**

An employee shall be entitled **to** receive his vacation pay prior to going on vacation, provided that such request is made in writing to the Employer and at least two (2) weeks in advance of the vacation.

### **J-4**

An employee terminating his employment any time during his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

### **J-5**

An employee will not be permitted to hold over any portion of unused vacation entitlement from one year to the next.

Upon written request approved by the Employer, an employee may be permitted to carry over one (1) week of vacation entitlement for a period of not longer than twelve (12) months.

### **J-6**

Full-time and regular part-time employees who possess three weeks ~~or~~ more vacation entitlement may utilize five vacation days per year on a single day basis. Such requests will be done and considered in accordance with the requirements of Article 12.01.

## **K-1**

When sick leave is claimed, proof of disabling sickness or accident will be furnished by a Certificate from a duly qualified medical practitioner, unless waived by the Employer.

## **K-2**

Sick leave benefits will cease on termination of employment or on reaching normal retirement age or on death.

## **K-3 Modified Work**

In respect to long-term injuries and illness, the Hospital and Union agree that in most instances it is in the best interest of both the hospital and employee that the employee be returned to gainful employment at the earliest possible time.

Therefore:

- a) The Hospital will notify the President of the local of the names of all C.U.P.E. employees who go off work due to a work related injury.
- b) When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the hospital will notify and meet with a staff representative and a member of the local executive of C.U.P.E. to discuss the circumstances surrounding the employee's return to suitable work.
- c) The Hospital agrees to include C.U.P.E. representation in the development of a corporate Modified Work Policy and Procedure.

## **K-4 Workers Compensation**

The Hospital agrees to provide the employee with a copy of the Workplace Safety Insurance Board Form 7 at the same time it is sent to the Board.

The Hospital agrees to send a copy of the notice of objection to a WSIB claim to the affected employee.

## **HEALTH AND WELFARE**

### **L-1**

The employees in the bargaining unit as set out in Article A-1 of the Collective Agreement are participants in the Health and Welfare benefits as are presently carried for employees by the Riverside Health Care Facilities Inc. at its Hospital in Rainy River, Ontario.

## **MISCELLANEOUS**

### **M-1 Bulletin Board**

The Employer will provide a large bulletin board, which will be available for posting of notices affecting employees.

The Employer may request to be furnished with copies of notices prior to their posting, and may require the Union and any employee to refrain from posting any notices which it considers objectionable.

### **M-2 Compulsory Retirement**

The Employer may compulsorily retire an employee upon reaching normal retirement age of sixty-five (65) years and no grievance may be filed in connection therewith.

The Employer may at its sole discretion engage or retain in employment on a month-to-month basis any employee who has become handicapped or who has passed the normal retirement age of sixty-five (65) years at an occupation and at a salary which takes into consideration the ability and physical condition of the employee.

### **M-3 Notice of Termination by Employee**

Every employee shall give at least **two** (2) weeks' notice of termination of his employment.

### **M-4**

The Employer shall give notice of termination of employment in accordance with the Employment Standards Act.

### **M-5(a) Protective Footwear**

The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- 1) Maintenance
- 2) Grounds
- 3) Stores (only where frequently working in storage areas)
- 4) Portering (as determined by the Hospital) heavy carts on a regular basis, eg linen carts, food wagons.

### **M-5(b) Uniforms**

When an employee, who otherwise in the ordinary course of his or her employment would not wear a uniform, is required by the employer to wear a uniform, the employer will furnish and launder the said uniform free of charge. The said uniform will not be worn off the Hospital premises without the authorization of the employer.

## **M-6 Personnel File**

The Corporation will deliver to Rainy River personnel file within forty-eight hours of the request.

## **M-7 Bereavement Leave**

In addition to Article 12.04, Bereavement Leave will include daughter-in-law and son-in-law.

## **M-8 Cleaner Duties**

- a) All employees performing Housekeeping Cleaner duties, as noted below, will receive the rate of pay for Housekeeping Cleaner, as per the collective Agreement, as amended from time to time, for the Canadian Union of Public Employees, Local 795 and Riverside Health Care Facilities Inc.
- b) Housekeeping Cleaner duties will be assigned as project work. This project work is defined as any duties like washing down walls and ceiling, shampooing carpets, stripping and polishing floors and terminal cleaning of rooms which include wall washing.
- c) It is agreed that the identification of Cleaner duties will be referred to the Labour management Committee at Emo and Rainy River.
- d) Employee scheduled to work the cleaner portion of the Maintenance Repairman classification will be paid at the cleaner rate of pay as per La Verendrye CUPE Local 795 wage grid.

## **ACCIDENT PREVENTION**

### **N-1 Health and Safety Committee**

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

- (e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

## **N-2 Health and Safety**

- a) Certified Member - the Hospital will provide for cost of the C.U.P.E. member to become "Certified" as required by the Occupational Health and Safety Act.
- b) in accordance with the Occupational Health and Safety Act, the Hospital will provide one hour preparation time during normal working hours at regular rate of pay, for the C.U.P.E. member to prepare for safety meetings. The employee and his/her supervisor will mutually agree to an appropriate scheduling of this time.

## **SERVICE TRAINING**

### **O-1**

It is agreed that an inservice program will be instituted by the Employer which employees shall be required to attend as required by the Employer and which shall include fire safety training, disaster planning, accident prevention and other courses as stipulated by the Employer. Such programs will be conducted during working hours where practicable.

When the Hospital deems that attendance at an inservice is mandatory and an employee is unable to attend during scheduled working hours the employee will be paid at their straight time hourly rate for the time in attendance at the inservice. It is recognized that the WHIMIS program is the only mandatory inservice at this time.

**VIOLENCE IN THE WORKPLACE**

**P-1**

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital agrees to ~~continue~~ its development explicit policies and procedures to deal with such situations and shall submit such policies of the Joint Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

Signed and dated at Fort Francis, Ontario this 28 day of October 2002

**For the Hospital**

[Signature]  
[Signature]  
[Signature]

**For the Union**

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**RIVERSIDE HEALTH CARE FACILITIES INC.  
(At Rainy River Hospital, Rainy River)**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(And it's Local 2970, Rainy River Hospital)**

The Hospital undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by the graduating RPN's. Further, the hospital will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require these skills on the work units, the Hospital will pay for attendance at **such** training at regular wages and will also pay for tuition and materials.

Signed and dated at Fort Francis, Ontario this 28  
day of October, 2002

**For the Hospital**

[Signature]  
[Signature]  
[Signature]

**For the Union**

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**RIVERSIDE HEALTH CARE FACILITIES INC.  
(At Rainy River Hospital, Rainy River)**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
(And it's Local 2970, Rainy River Hospital)**

Within fifteen days of ratification the parties will arrange for a Scheduling Committee comprised of two members of management or their designate and two members of the union; one full-time and one part-time. The Committee will be directed to the development of a Master Rotation, for RPN's and Dietary Aides, which will have as guidelines, notwithstanding the provisions of Article 15.06, the following principles:

- schedules not to exceed six (6) consecutive shifts
- alternate weekends off
- no split weekends
- may include three shift rotations but only two shift splits in one week
- nine-to-five shifts to be equally shared among the part-time RPN staff.

When the master rotation is completed it will be taken back to the principal parties for ratification.

Signed and dated at Fort Francis, Ontario this 28  
day of October, 2002

**For the Hospital**  
[Signature]  
[Signature]  
[Signature]

**For the Union**  
[Signature]  
[Signature]  
[Signature]



## LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.  
(At Rainy River Hospital, Rainy river, Ontario)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND **ITS** LOCAL 2970

### JOB SHARING (full-time, part-time)

The introduction of job-sharing arrangements will be subject to mutual agreement between the Union and the Hospital. The initial job-sharing arrangement will be on a trial basis for a period of up to six months, subject to review by the Union and the Hospital before confirmation. It is agreed that the following conditions will govern the arrangements:

- a) Job-sharing requests with regard to full-time positions shall be considered on an individual basis and the Hospital shall reserve the sole right to determine the appropriateness of such arrangements. Such determination shall not be arbitrary or unreasonable.
- b) Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two employees with the approval of the Nurse Manger. Job-sharers shall not be required to work any tours outside of the tours of the full-time position unless mutually agreed to by the employee(s) and the Hospital.
- c) The above schedules shall conform with the scheduling provisions of the full-time Collective Agreement.
- d) The job-sharers together shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- e) It is expected that both job-sharers will be prepared to cover each other's incidental absences including vacations; however, if one job-sharer is unable to cover the absence, the Hospital will provide the necessary coverage.

In the event that one (1) member of the job-sharing arrangement goes on extended absence, the other job-sharer should be prepared to cover the absent partner's shifts. However, for an absence of one (1) month or where the covering employee experiences circumstances which prevent her covering the extended absence, the coverage will be provided by the Hospital. This will not prevent the Hospital asking the covering employee to work the available shifts.

- f) Each job-sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
- g) An incumbent full-time employee wishing to share her position may do so without having her half of the position posted, however the other half of the job-shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- h) If one of the job-sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. The remaining employee will have the option of continuing the full-time position or taking another regular part-time position based on her seniority. If she does not continue full-time the position must be posted according the Collective Agreement.
- i) Either party may discontinue the job-sharing arrangement with sixty (60) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be arbitrary or unreasonable. The job-sharer(s) will have the option of reverting back to their previous position(s) or to a regular part-time position should the arrangements be discontinued or changed.

Desired start-up date of the above agreement is to be for the March 1992 schedule.

Signed and dated at Fort Frances, Ontario this 28 day of October, 2002

**For the Hospital**

[Signature]  
[Signature]  
[Signature]

**For the Union**

[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING**

between

**RIVERSIDE HEALTH CARE FACILITIES INC.**  
(At Rainy River Hospital, Rainy river, Ontario)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2970**

RE: Registered Practical Nurse Position - Permanent Days

The parties agree that one RPN position will be scheduled permanent days, Monday to Friday. In this position the RPN will arrange and provide for resident activities and perform other administrative tasks as requested by the Nurse Manager.

Within sixty (60) days notice to the union the employer may discontinue this position in which case it will revert to a regular RPN position unless the position is deleted in accordance with Article 9.08.

Signed and dated at Fort Francis, Ontario this 28  
day of October, 2002

**For the Hospital**

[Signature]  
[Signature]  
[Signature]

**For the Union**

[Signature]  
[Signature]  
[Signature]

## LETTER OF UNDERSTANDING

**Between:**

**RIVERSIDE HEALTH CARE FACILITIES INC.**

**And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 2970**

RE: Combining the Collective Agreements between Riverside Health Care Facilities Inc. and the Canadian Union of Public Employees and its Locals 795, 2593 and 2970

The parties agree to form a Committee to combine, to the mutual agreement of all parties, the Local CUPE Collective Agreement and the Central portion of the Collective Agreements, into one common document containing the terms and conditions of employment for the union members of the three hospitals of the Corporation.

The Committee will review the Collective Agreements and identify the common provisions, negotiate common language for those provisions that are now site specific and identify impediments to combining the Agreements and find an acceptable way to resolve or accommodate them.

Committee membership will consist of two members of each of the three Locals, as well as an equal number of management representatives. Each party will select their Chairperson and the Committee will operate on a Co-chair basis. Time spent at meetings outside regular working hours will be deemed to be working time and will be paid at the employee's regular rate of pay. The Employer agrees to pay for two (2) days of preparation time for the Union Committee. Mileage to the location of the meeting will be paid at the regular Riverside Health Care Facilities rate schedule. The meetings will be rotated between the three locations.

The process to ratify the common Collective Agreement will be, first to have OHA and OCHU vet the package to ensure its compliance with the Central teams. The document will then be taken to the respective Locals and to Riverside Board for their ratification.

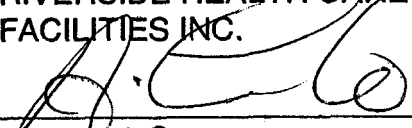

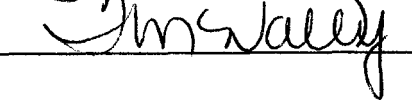
A common Collective Agreement for all CUPE members will be completed by September 28, 2004 so that the principal parties may review and ratify the Agreement. It is further agreed that the ratified common Collective Agreement will form the basis for the next round of negotiations.

If all three Locals ratify the common Collective Agreement, the Locals must then follow the CUPE Constitution to dissolve the three current Locals to form a new combined Local.

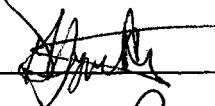
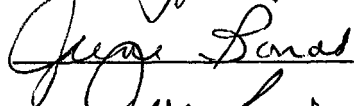
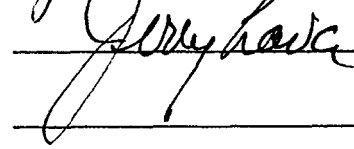
The signature of the parties confirm their commitment to the objectives of combining the Collective Agreements.

DATED this 28 Day of October, 2002

RIVERSIDE HEALTH CARE FACILITIES INC.

  
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CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 2970

  
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CANADIAN UNION OF PUBLIC EMPLOYEES  
 RAINY RIVER HEALTH CENTRE - LOCAL 2970

Position	Start	1 Year	2 Year
<u>Registered Practical Nurse</u>			
29.09.00 - 2.0%	32668.95	33380.28	33829.52
	2722.41	2781.69	2819.13
	16.75	17.12	17.35

29.09.01 - 2.5%	33485.67	34214.79	34675.26
	2790.47	2851.23	2889.60
	17.17	17.55	17.78

29.09.02 - 3.0%	34490.24	35241.23	35715.52
	2874.19	2936.77	2976.29
	17.69	18.07	18.32

29.09.03 - 3.0%	35524.95	36298.47	36786.98
	2960.41	3024.87	3065.58
	18.22	18.61	18.87

Aides - Dietary, Housekeeping

Laundry

29.09.00 - 2.0%	29148.76	29410.52	29635.38
	2429.06	2450.88	2469.62
	14.95	15.08	15.20

29.09.01 - 2.5%	29877.48	30145.78	30376.26
	2489.79	2512.15	2531.36
	15.32	15.46	15.58

29.09.02 - 3.0%	30773.80	31050.16	31287.55
	2564.48	2587.51	2607.30
	15.78	15.92	16.04

29.09.03 - 3.0%	31697.02	31981.66	32226.18
	2641.42	2665.14	2685.51
	16.25	16.40	16.53

Housekeeping Cleaner

27.06.02 - New	30899.32	31590.28	32089.24
	2574.94	2632.52	2674.10
	15.85	16.20	16.46

29.09.02 - 3.0%	31826.30	32537.99	33051.92
	2652.19	2711.50	2754.33
	16.32	16.69	16.95

29.09.03 - 3.0%	32781.09	33514.13	34043.47
	2731.76	2792.84	2836.96
	16.81	17.19	17.46

CANADIAN UNION OF PUBLIC EMPLOYEES  
RAINY RIVER HEALTH CENTRE - LOCAL 2970

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Maintenance Repairman</u>			
29.09.00 - 2.0%	31081.71	31531.12	32018.05
	2590.14	2627.59	2668.17
	15.94	16.17	16.42
29.09.01 - 2.5%	31858.75	32319.40	32818.50
	2654.90	2693.28	2734.88
	16.34	16.57	16.83
29.09.02 - 3.0%	32814.52	33288.98	33803.06
	2734.54	2774.08	2816.92
	16.83	17.07	17.33
29.09.03 - 3.0%	33798.95	34287.65	34817.15
	2816.58	2857.30	2901.43
	17.33	17.58	17.85
<u>Cook</u>			
27.06.02 - New	31122.00	31746.00	32311.50
	2593.50	2645.50	2692.63
	15.96	16.28	16.57
29.09.02 - 3.0%	32055.66	32698.38	33280.85
	2671.31	2724.87	2773.40
	16.44	16.77	17.07
29.09.03 - 3.0%	33017.33	33679.33	34279.27
	2751.44	2806.61	2856.61
	16.93	17.27	17.58
<u>Health Care Aide</u>			
29.09.00 - 2.0%	28405.70	28665.83	28925.96
	2367.14	2388.82	2410.50
	14.57	14.70	14.83
29.09.00 - Special	29410.52	29659.50	29932.50
	2450.88	2471.63	2494.38
	15.08	15.21	15.35
29.09.01 - 2.5%	30145.78	30400.99	30680.81
	2512.15	2533.42	2556.73
	15.46	15.59	15.73
27.06.02 - Special	30874.89	31336.02	31834.96
	2572.91	2611.34	2652.91
	15.83	16.07	16.33

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CANADIAN UNION OF PUBLIC EMPLOYEES  
RAINY RIVER HEALTH CENTRE - LOCAL 2970

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Health Care Aide</u>			
29.09.02 - 3.0%	31801.14	32276.10	32790.01
	2650.09	2689.68	2732.50
	16.31	16.55	16.82
29.09.03 - 3.0%	32755.17	33244.38	33773.71
	2729.60	2770.37	2814.48
	16.80	17.05	17.32