

FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
(hereinafter called the "Hospital")**

and

RECEIVED
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807
JUL 25 2006

Expires: September 28, 2006

05661(09)

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

APPENDIX ON LOCAL ISSUES

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

Hereinafter referred to as the "Employer",

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 4807

Hereinafter referred to as the "Union",

OF THE SECOND PART

ARTICLE A - RECOGNITION

A-1

The Employer recognizes the Union as the sole exclusive bargaining agent for all employees of Riverside Health Care Facilities Inc at La Verendrye General Hospital in the Town of Fort Frances, at Emo Health Centre in the Town of Emo and at Rainy River Health Centre in the Town of Rainy River, save and except the Executive Director, Comptroller, Assistant to the Comptroller, and persons above the rank of Executive Director or Assistant to the Comptroller, Secretary to the Comptroller, Bookkeepers, professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor and Chief Engineer.

ARTICLE B - 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 Director, Nursing Practice her current Registration Certificate not later than January 31st of each year.

B-3

"Employee" shall include only such persons coming within the scope of the bargaining unit described in paragraph A-1.

B-4

"Steward" shall mean an employee of the Employer duly accredited as such by the Union.

B-5

"Chief Executive Officer" shall mean the Chief Executive Officer of Riverside Health Care Facilities Inc.

B-6

"Regular Full-Time Employee" is an employee who works 37 ½ hours per week on a regular basis and whose length of appointment is indefinite and who has completed his probationary period.

B-7

A casual employee will be deemed to have lost all seniority and service and shall be deemed to have terminated if he has refused all calls for a period of three (3) months from the last day worked. Employees on maternity leave or employees absent due to illness or disability for a period of less than eighteen (18) months from the time the illness or disability commenced will not be deemed to have terminated their employment.

Casual employees will endeavour to make themselves available for work at least forty-eight **(48)** weeks per year.

ARTICLE C - MANAGEMENT RIGHTS

C-1

The Union recognizes that the management of the hospital and the direction of the 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 employee, 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 consistent with the provisions of this agreement.
- f) The employer agrees that these functions will be expressed in a manner consistent with the provisions of this agreement and a claim that the employer has exercised any of these rights in a manner inconsistent with any of the provisions of this agreement may be the subject of a grievance.
- g) No elimination. The employer agrees that there shall be no elimination of classification without prior consultation.

ARTICLE D - UNION SECURITY

D-1

It shall be a condition of employment for all employees, that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union; such deductions will commence in the month following employment.

D-2

The Union agrees to defend and hold the Employer completely harmless against all claims, demands, costs and expenses, should any person at any time contest or claim the Employer has acted wrongfully or illegally in making such dues deduction.

D-3

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

D-4

Deductions shall be made in each pay period and forwarded to the Secretary-Treasurer of the Union not later than the 15th, in the month following accompanied by a list of names, status, department and site of all employees from whom deductions have been made.

D-5

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.

D-6

The Hospital shall provide 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.

ARTICLE E - UNION/MANAGEMENT COMMITTEE & RELATIONSHIP

E-1

The Employer will recognize a Union-Management committee, hereinafter referred to as the Committee, consisting of not more than six (6) employees and the president of the union. Such employees shall be elected by members of the union. The Employer will deal with this Committee with respect to problem matters arising during the term of this agreement, provided that the President must be an employee of Riverside Health Care Facilities Inc.

The employer will meet at least once every three (3) months with the Union-Management Committee at a mutually convenient time and place to discuss matters of a common concern.

A copy of the minutes of the Union Management Committee shall go to each facility.

E-2

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

The Union shall receive copies from the Hospital of all grievance procedure correspondence to union members.

E-3

The Hospital will recognize a negotiating committee of not more than six (6) employees, at least one will be from each facility and not more than two from each classification from each facility

E-4

The Grievance Committee: the hospital will recognize a grievance committee of four (4) employees to attend to grievance meetings provided hereunder (Article 7).

E-5

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

E-6 **Union Representation**

All reference to officers, stewards, 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 Corporation.

E-7

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

E-8

Any employee who is asked to sit on a hospital committee to represent union members shall be approved first by the local union.

E-9

No individual employee or group of employees shall undertake to represent the union at meetings with the hospital without proper authorization by the union.

F-10

The hospital shall list the names of all new people working in the hospital in their weekly newsletter and supply a copy to the union at each facility.

ARTICLE F - EMPLOYERS 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 corporation, 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 or to his designate 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 nine (9) 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 nine (9) 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 nine (9) days after the receipt of the reply or within eighteen (18) 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.

ARTICLE G - 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.

ARTICLE H - SENIORITY LISTS/JOB POSTINGS & INTERIM VACANCIES

H-1

A seniority list shall be established for all employees covered by this agreement who have completed their probationary period.

The Employer agrees to post the seniority list twice per year, January 15th and August 15th in each facility. A copy of the seniority list will be filed with the Union.

Any objection by an employee or the Union to the accuracy of the seniority lists must be made in writing to the Manager, Human Resources within thirty (30) calendar days of the date the lists were posted.

If no objection are received within the thirty (30) day period, the lists will be deemed to be accurate.

H-2 – Job Postings & interim Vacancies

The Employer agrees to consider the seniority of employees on a bargaining unit wide basis within the bargaining unit in making promotions, demotions, transfers, staff reductions and in rehiring; however, having regard to the fact the employees are assisting in the operation of the Hospital, which must be operated with primary concern for the health and welfare of its patients, the Union agrees that in matters of promotion and staff transfer, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

The employer may at his discretion, fill vacancy temporarily during the period of posting. The Employer will post the name of the successful applicant for the posted position.

The posting is waived for such vacancies when the vacancy is temporary with an expected duration of three (3) months or less.

LAVERENDRYEHOSPITAL

If a full-time or regular part-time employee applies for, and is selected by the Employer, to fill a posted temporary vacancy in excess of three months, the vacated position left by such full-time or regular part-time employee will not be held open but will be permanently filled. Upon the termination of such interim replacement position, the Employer will terminate such full-time or regular part-time employee who held such interim replacement position but such terminated employee will be entitled to retain his seniority for a period not exceeding six (6) months following the date of his termination. If such terminated employee is selected by the Employer to fill a posted vacancy during such six (6) month period, he will undergo the usual probationary period, unless the position is in the same job classification that he most recently held in which case he will undergo a one and one-half (1 ½) month probationary period.

The parties agree that, notwithstanding Article 9 – Seniority, if part-time employee applies for and is selected by the employer to fill a posted temporary interim vacancy in excess of three months, the employee will be allowed to revert back to the position s/he held prior to accepting the interim position, upon termination of the interim position. The position the said regular part-time employee vacated, upon accepting the interim position, shall then be posted to be filled by the most senior casual employee applying for the position.

ARTICLE I - HOURS OF WORK AND SCHEDULING

I-1

Schedules will be posted eight weeks in advance.

Requests for changes in posted time schedules must be submitted in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payment except in cases where the schedule is changed due to sickness or accident of the employee scheduled to work.

Where practicable, an employee who requests permanent afternoon or night shifts may be granted such request.

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 three (3).

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. Part-time employees will be limited to a combination of seven (7) scheduled and unscheduled consecutive days of work,

Sharing of overtime: the Employer will endeavour to divide overtime among the employees who are qualified to perform the work that is available and who are available.

L2 Christmas and New Year's Scheduling

- a) The Employer will schedule each employee a day off on either New Year's Day or Christmas Day unless otherwise agreed by the Employer and the employee.
- b) The employee will endeavour to assign these days off on an alternating basis from one year to the next unless otherwise agreed by the Employer and the employee.
- c) It is understood that casual employees will endeavour to make themselves available for work at Christmas and New Years on an alternating basis.

ARTICLE J - PAID HOLIDAYS

J-1

The Employer recognizes the following days as paid holidays for full-time employees:

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

Where a casual employee is required to work on any of the holidays named above she shall be paid at the rate of time and one half (1.5) her regular straight time hourly rate of pay for all hours worked on such holiday.

J-2

An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering him unable to perform his regular duties.

J-3

Where a paid holiday falls on a scheduled day off for an employee or in his vacation the Employer shall:

- a) with the agreement of the employee, pay the employee his regular wages for the paid holiday, or;
- b) grant lieu day as per J-5.

J-4

A regular full-time employee who is not required to work on a designated holiday shall be paid for the number of hours which he would have worked had there been no holiday, at his regular straight time hourly rate of pay as set out in Schedule "A" of this Agreement.

J-5

The day *off* with pay (lieu day) for full-time employees shall be scheduled off within ninety (90) days of the holiday at a mutually agreed upon time.

Notwithstanding the above an employee may accumulate not more than three (3) lieu days, which may be taken at a mutually agreeable time or added to her or his vacation.

Requests for lieu days *off* will be made in writing on the required form and submitted to the manager at least four weeks in advance of the requested time off. The employee making the request will indicate on the required form the date on which she/he requires a response from the manager regarding the outcome of the request, unless not reasonably possible to give notice.

J-6

Where an employee is entitled to a day off under Article J-3 and Article 16.03 (b) and such day off is not taken within the ninety (90) calendar day period payment shall be made in accordance with Article 16.02.

ARTICLE K - VACATIONS

K-1

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

Part-Time The vacation year for the purposes of calculating vacation allowance is from May 1st to April 30th.

K-2

Vacation request lists to cover the total vacation period May 1st to April 30th will be posted February 15th in each year and will remain up until March 15th. This list will show the amount of vacation available to be taken. Vacations requested on this list will be granted in accordance with seniority. If an employee wishes seniority to apply to her or his vacation request(s), she or he must write her or his request(s) on the list and complete a vacation request form. Vacation lists showing the granted vacations shall be posted no later than April 15th and shall remain posted for one year.

Once an employee has been granted vacation based on her or his seniority, she or he shall not use her or his seniority to change her or his vacation time.

Vacation requests made other than by the vacation request list shall be granted on a first come basis subject to vacation granted through the list process. Employees will endeavour to submit their request in writing at least eight (8) weeks in advance of the requested time. The Hospital shall reply in writing within two (2) weeks of receipt of the request. Requests shall not be unreasonably denied.

Part-time employees will endeavour to have requests for any vacation time off which remains from the previous May 1st vacation year submitted to the Hospital no later than February 15th.

K-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.

K-4

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.

K-5

Unbroken vacation period: An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

K-6

Regular full-time or part-time employees who possess a three (3) weeks or more vacation entitlement may utilize five (5) vacation days per year on a single day basis. Such requests will be requested and considered in accordance with the requirements of Article 12.01. Single vacation day requests will not be subject to the annual vacation pre-scheduling process or subject to the application of seniority.

ARTICLE L - MISCELLANEOUS

L-1 Change of Address

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

L-2 Sick Leave Records

The Employer will certify annually the number of days of sick leave remaining in the bank for each employee.

When sick leave is claimed and upon the request of the employer proof of the disabling sickness or accident will be furnished by certificate from a duly qualified medical practitioner.

L-3 Bulletin Board

The employer will provide a large bulletin board at each facility 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.

L-4 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.

L-5 Personnel File

The Corporation will deliver to Rainy River and Emo a personnel file within two (2) business days of the request.

L-6 Pay Days

Pay days shall be every second Friday. When such pay day falls on a statutory holiday, the day prior shall become the pay day.

ARTICLE M - HEALTH & SAFETY

M-1

- (a) The Hospital 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 and Safety Committee at least one representative selected or appointed by the Union from amongst the bargaining unit employees.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs 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 fulfill 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 of for such representative(s) to attend meetings of the Accident Prevention - Health and 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.

M-2

- (a) Certified Member: the hospital will provide for cost of the CUPE member to become "Certified" as required by the *Occupational Health and Safety Act* at each site.
- (b) In accordance with the *Occupational Health and Safety Act*, the Hospital will provide one (1) hour preparation time during normal working hours at regular rate of pay, for the CUPE member to prepare for safety meetings. The employee and his/her supervisor will mutually agree to an appropriate scheduling of this time.

M-3 Modified Work

In respect to long-term injuries and illness, the Corporation and Union agree that in most instances it is in the best interest of both the Corporation and the 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 CUPE 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 CUPE to discuss the circumstances surrounding the employee's return to suitable work.
- (c) The Hospital agrees to include CUPE representation in the development of a corporate Modified Work Policy and Procedure.

ARTICLE N – IN-SERVICE TRAINING

N-1

It is agreed that an in-service 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.

ARTICLE O - VIOLENCE IN THE WORKPLACE

O-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 Corporation agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to 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.

ARTICLE P - TERMINATION OF EMPLOYMENT

P-1 Notice of Termination by Employee

Every employee will give at least two **(2)** weeks and where possible four **(4)** weeks notice of termination of his employment.

P-2

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

ARTICLE Q - WORK CLOTHING

Q-1 Protective Footwear

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

- a) Maintenance
- b) Grounds
- c) Stores (only where frequently working in storage areas)
- d) Portering (**as** determined by the Corporation) heavy carts **on** a regular basis, eg linen carts, food wagons
- e) Ambulance

Q-2 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.

ARTICLE R - ARBITRATIONS

R-1 Place of Hearing

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

R-2 Clarification of Decision

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

ARTICLE S - TRANSPORTATION

When an employee is required to report: from standby, the Corporation will pay transportation costs either by taxi or by his/her own vehicle at the rate of thirty-five (35) cents per kilometre to a maximum of fourteen (\$14.00) dollars or such greater amount as the Corporation may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Corporations satisfactory proof of payment of such taxi fare.

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN:

RIVERSIDE HEALTH CARE FACILITIES INC.

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 4807

SUBJECT: Compressed Work Week (12 hour shifts)

The parties agree that the provisions of the existing Collective Agreement dated _____ shall apply to those employees working the twelve hour shifts except as amended or modified by this Addendum which shall be attached to and form part of the Collective Agreement.

I - TERMS OF REFERENCE

- (i) **Objective:** To establish a compressed work week (12 hour shifts) for the classifications of Paramedics, Registered Practical Nurses, Repairman 1, Engineer and Receptionist.
- (ii) **Trial Period and Evaluation:** The parties agree that the compressed work week program will be implemented for a trial period, not to exceed sixteen weeks from the date of commencement of the program in the individual department or unit. Each individual department or unit, if approved by the Employer to adopt a compressed work week schedule, will undergo the trial period.

During the trial period, the program will be evaluated separately by the Employer and the employees participating at the end of eight (8) and twelve (12) weeks, in order to ascertain the wishes of the Employer and employees as to continuation beyond the initial sixteen (16) week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or seventy-five percent (75%) of the departmental or unit employees affected.

Any problems or disputes arising from the required changes to implement the compressed work week program will not be the subject of the grievance procedure but will be discussed and resolved locally by the parties.

- (iii) **Employee Participation:** All full-time and part-time employees assigned to a department or unit implementing the compressed work week program will be required to participate,

- (iv) Continuation: Continuation of the compressed work week program beyond the initial trial period will be based upon the trial period evaluations and the support shown by the employees affected. Thereafter, the parties agree that if either seventy-five percent (75%) of the department or unit employees affected or the Employer wish to discontinue the scheduling of the compressed work week, there will be discussion at the local level as to the reasons for the change and in any event, written notice advising the other party of their wish to discontinue must be given at least four (4) weeks prior to the date such party wishes to return to the work week as set out in the Collective Agreement. Should the compressed work week be discontinued in all departments or units, all reference to it in the Collective Agreement will be deleted.

II - COLLECTIVE AGREEMENT AMENDMENTS

The parties agree that the following clauses of the Collective Agreement dated _____ shall be deleted in entirety and substituted with the following language to apply to employees participating in the compressed work week program.

ARTICLE B - DEFINITIONS

B-4

A regular full-time employee who works on an extended tour basis (compressed work week) is an employee who may work less or more than thirty-seven and one-half (37 ½) hours per week on a regular basis but shall work the average of thirty-seven and one-half (37 %) hours per week over a scheduling period and whose length of appointment is indefinite and who has completed his probationary period.

ARTICLE 12 - LEAVE OF ABSENCE

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent of spouse. The Hospital in its discretion may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave, For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court: of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court: of law or Coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee be paid for any hours lost from his regular scheduled shift(s) to a maximum payment of seven and one-half (7½) hours in a twenty-four (24) hour period at his regular straight time hourly rate provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b), and (c) above.

ARTICLE 13 - SICK LEAVE

13.01 (b)

Sick leave with full pay will be granted to regular full-time employees on the following basis:

- (a) 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.
- (b) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or death.

- (c) An employee absent by reason of sickness or accident: may elect not to take sick leave with pay.

ARTICLE 14/H - HOURS OF WORK AND SCHEDULING

H-1

The following provisions are intended to define the hours of work for employees working extended tours (12 hour shifts) and shall not be construed as a guarantee of hours worked per day or per week or of days of work per week.

H-3 (a)

Compressed work week schedules shall not have more than four consecutive extended tours of work.

H-3 (b)

Tours of duty schedules and time off will be posted at least eight (8) weeks in advance.

Requests for change in a scheduled tour may be granted at the discretion of the Employer, The employee requesting the change must submit such request in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payments.

14.01 (a)

The shift hours for all full-time employees working extended tours shall be twelve hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for eleven and one-quarter (11 ¼) hours of work at is regular straight time hourly rate. An employee working less than a full extended tour shall be paid for all hours worked, less time if any utilized as a meal period, at his regular straight time hourly rate.

14.01 (b)

Part-time employees may be scheduled to work all or part of an extended tour depending upon the Employer's staffing requirements.

14.02 (a)

On each full extended tour the Employer will schedule two (2) fifteen (15) minute rest periods and two (2) thirty (30) minute meal periods.

ARTICLE 15 - PREMIUM PAYMENT

15.02 (a)

Only authorized work performed in excess of twelve (12) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week averaged over and up to twelve (12) week period in accordance with the "approval for averaging hours" as issued by the Director of Employment Standards shall be considered as overtime work,

15.09

- (a) Employees working extended tours and who accept rotation of shift shall be paid six dollars and nineteen cents (\$6.19) for each complete night tour completed and two dollars and six cents (\$2.06) for each complete day tour completed.

Effective September 29, 2002 the shift premium will be six dollars and seventy-five (\$6.75) for the night shift and two dollars and twenty-five cents (\$2.25) for the day shift.

Effective September 29, 2003 the shift premium will be seven dollars and thirty-one cents (\$7.31) for the night shift and two dollars and forty-four cents (\$2.44) for the day shift.

- (b) Fifty-five cents (.55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective September 29, 2002 the weekend premium will be sixty cents (.60¢) per hour.

Effective September 29, 2003 the weekend premium will be sixty-five cents (.65¢) per hour.

ARTICLE 16/I - PAID HOLIDAYS

16.02, 16.03, and 16.04

16.03

A regular full-time employee who is required to work an extended tour on such paid holiday shall be paid at the rate of time and one-half his regular straight time hourly rate for such work and shall be granted a regular seven and one-half (7 ½) hour 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.

If a regular part-time and casual employee works an extended tour on any of the days recognized as paid holidays in Paragraph I-1 of the Collective Agreement, he shall be paid at the rate of time and one-half his regular straight: time hourly rate of pay for all hours worked on such holiday.

16.04

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime. It is understood and agreed that work performed on an extended tour that begins or ends during the twenty-four (24) hours period of such holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

I-4

Where a paid holiday falls on a scheduled day off for an employee or in his vacation, the Employer shall:

- (a) with the agreement of the employee, pay the employee wages on the basis of a normal seven and one-half (7 ½) hour tour at his straight time hourly rate; or
- (b) grant a mutually agreed seven and one-half (7 ½) hour working day that is to be taken not later than ninety (90) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7 ½) hours at his regular straight time hourly rate of pay as set out in Schedule "A" of the agreement, provided he works his last scheduled shift prior to and his first scheduled shift immediately following the holiday. (Approved sick time will be considered working time).

16.02

Holiday pay, for an employee working an extended tour, as set out in Provision 14.01 (a) of this Addendum, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal seven and one-half (7 ½) hour shift on the holiday in question.

ARTICLE 17 - VACATIONS

Effective September 29, 2002

17.01 (b) - ti Qualifiers and Calculation of ym

- (a) A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.
- (b) A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.
- (c) A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 10% vacation pay.
- (d) A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.
- (e) A part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% vacation pay.
- (f) A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (g) A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (h) A calendar week shall be defined for the purpose of vacation entitlement, as a period of seven (7) consecutive calendar days. Employees working a compressed work week schedule and who have completed one (1) year of continuous service as at April 30th shall be required to take their vacation entitlement in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, but in any event no less a period than one (1) calendar week may be taken.

Dated at FORT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

Cecilia Pebb
[Signature]
L. McDonald
P. Bagnie
Shawn Eide
[Signature]
R. Borne
Dorothy Lorne
Rydie Nisane

On behalf of

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

ADDENDUM TO COLLECTIVE AGREEMENT

RIVERSIDE HEALTH CARE FACILITIES INC.

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 4807

SUBJECT: Compressed Work Week (10.5 hour shifts)

The parties agree that the provisions of the existing Collective Agreement dated _____ shall apply to those employees working the ten and one half hour shifts except as amended or modified by this Addendum which shall be attached to and form part of the Collective Agreement.

I - TERMS OF REFERENCE

- (i) **Objective:** To establish a compressed work week (10.5 hour shifts) for the classifications Maintenance Repairmen, Engineers, Electricians, Carpenter, Handyman.
- (ii) **Trial Period and Evaluation:** The parties agree that the compressed work week program will be implemented for a trial period, not to exceed sixteen weeks from the date of commencement of the program in the individual department or unit. Each individual department or unit, if approved by the Employer to adopt a compressed work week schedule, will undergo the trial period.

During the trial period, the program will be evaluated separately by the Employer and the employees participating at the end of eight (8) and twelve (12) weeks, in order to ascertain the wishes of the Employer and employees as to continuation beyond the initial sixteen (16) week trial period. The program may be terminated at any time during the trial period if deemed unsatisfactory by the Employer or seventy-five percent (75%) of the departmental or unit employees affected.

Any problems or disputes arising from the required changes to implement the compressed work week program will not be the subject of the grievance procedure but will be discussed and resolved locally by the parties.

- (iii) **Employee Participation:** All full-time and part-time employees assigned to a department or unit implementing the Compressed work week program will be required to participate.

- (iv) Continuation: Continuation of the compressed work week program beyond the initial trial period will be based upon the trial period evaluations and the support shown by the employees affected. Thereafter, the parties agree that if either seventy-five percent (75%) of the department or unit employees affected or the Employer wish to discontinue the scheduling of the compressed work week, there will be discussion at the local level as to the reasons for the change and in any event, written notice advising the other party of their wish to discontinue must be given at least four (4) weeks prior to the date such party wishes to return to the work week as set out in the Collective Agreement. Should the compressed work week be discontinued in all departments or units, all reference to it in the Collective Agreement will be deleted.

II - COLLECTIVE AGREEMENT AMENDMENTS

The parties agree that the following clauses of the Collective Agreement dated _____ shall be deleted in entirety and substituted with the following language to apply to employees participating in the compressed work week program.

ARTICLE B - DEFINITIONS

B-4

A regular full-time employee who works on an extended tour basis (compressed work week) is an employee who may work less or more than thirty-seven and one-half (37 ½) hours per week on a regular basis but shall work the average of thirty-seven and one-half (37 ½) hours per week over a scheduling period and whose length of appointment is indefinite and who has completed his probationary period.

ARTICLE 12 - LEAVE OF ABSENCE

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent of spouse. The Hospital in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

12.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or Coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee be paid for any hours lost from his regular scheduled shift(s) to a maximum payment of seven and one-half (7 ½) hours in a twenty-four (24) hour period at his regular straight time hourly rate provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b), and (c) above.

ARTICLE 13 - SICK LEAVE

13.01 (b)

Sick leave with full pay will be granted to regular full-time employees on the following basis:

- (a) 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.
- (b) Sick leave benefits will cease on termination of employment or on reaching normal retirement age or death.
- (c) An employee absent by reason of sickness or accident may elect not to take sick leave with pay.

ARTICLE 14/H - HOURS OF WORK AND SCHEDULING

H-1

The following provisions are intended to define the hours of work for employees working extended tours (10.5 hour shifts) and shall not be construed as a guarantee of hours worked per day or per week or of days of work per week.

H-3 (a)

Compressed work week schedules shall not have more than four consecutive extended tours of work.

H-3(b)

Tours of duty schedules and time off will be posted at least eight (8) weeks in advance.

Requests for change in a scheduled tour may be granted at the discretion of the Employer. The employee requesting the change must submit such request in writing and co-signed by an employee in the same classification willing to exchange days off on tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Employer shall not result in overtime payments.

14.01 (a)

The shift hours for all full-time employees working extended tours shall be ten and one-half hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for ten (10) hours of work at his regular straight time hourly rate. An employee working less than a full extended tour shall be paid for all hours worked, less time if any utilized as a meal period, at his regular straight time hourly rate.

14.01 (b)

Part-time employees may be scheduled to work all or part of an extended tour depending upon the Employer's staffing requirements.

14.02 (a)

On each full extended tour the Employer will schedule two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal periods.

ARTICLE 15 - PREMIUM PAYMENT

15.02 (a)

Only authorized work performed in excess of ten and one-half (10.5) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week averaged over and up to eight (8) week period in accordance with the “approval for averaging hours” as issued by the Director of Employment Standards shall be considered as overtime work.

15.09

- (a) Employees working extended tours and who accept rotation of shift shall be paid fifty-five cents per hour (.55¢), five dollars and fifty cents (\$5.50) for each complete evening tour completed and five dollars and fifty cents (\$5.50) for each 11:30 am to 10:00 pm shift.

Effective September 29, 2002 the shift premium will be sixty cents per hour (.60¢) per hour, six dollars (\$6.00) for each evening shift and six dollars (\$6.00) for each 11:30 am to 10:00 am shift.

Effective September 29, 2003 the shift premium will be sixty-five cents (.65¢) per hour, six dollars and fifty cents (\$6.50) for each evening shift and six dollars (\$6.00) for each 11:30 am to 10:00 pm shift.

- (b) Fifty-five cents (.55¢) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

Effective September 29, 2002 the weekend premium will be sixty cents (.60¢) per hour.

Effective September 29, 2003 the weekend premium will be sixty-five cents (.65¢) per hour.

ARTICLE 16/I - PAID HOLIDAYS

16.02, 16.03, and 16.04

16.03

A regular full-time employee who is required to work an extended tour on such paid holiday shall be paid at the rate of time and one-half his regular straight time hourly rate for such work and shall be granted a regular seven and one-half (7 ½) hour 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.

If a regular part-time and casual employee works an extended tour on any of the days recognized as paid holidays in Paragraph I-1 of the Collective Agreement, he shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such holiday.

16.04

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime. It is understood and agreed that work performed on an extended tour that begins or ends during the twenty-four (24) hours period of such holiday where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

I-4

Where a paid holiday falls on a scheduled day off for an employee or in his vacation, the Employer shall:

- (a) with the agreement of the employee, pay the employee wages on the basis of a normal seven and one-half (7 ½) hour tour at his straight time hourly rate; or
- (b) grant a mutually agreed seven and one-half (7 ½) hour working day that is to be taken not later than ninety (90) calendar days from the date of the paid holiday and that day shall be deemed to be the paid holiday.

I-5

A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7 ½) hours at his regular straight time hourly rate of pay as set out in Schedule "A" of the agreement, provided he works his last scheduled shift prior to and his first scheduled shift immediately following the holiday. (Approved sick time will be considered working time).

16.02

Holiday pay, for an employee working an extended four, as set out in Provision 14.01 (a) of this Addendum, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal seven and one-half (7 ½) hour shift on the holiday in question.

ARTICLE 17 - VACATIONS

17.01 (b) - Part-time Entitlement Qualifiers and Calculation of Payment

Effective September 29, 2002.

- (a) A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.
- (b) A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.
- (c) A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 10% vacation pay.
- (d) A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.
- (e) A part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% vacation pay.
- (f) A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (g) A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.
- (h) A calendar week shall be defined for the purpose of vacation entitlement, as a period of seven (7) consecutive calendar days. Employees working a compressed work week schedule and who have completed one (1) year of continuous service as at April 30th shall be required to take their vacation entitlement in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, but in any event no less a period than one (1) calendar week may be taken.

Dated and signed at FT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Council Webb

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

P. Bagnie

[Signature]

Shawn Cies

[Signature]

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[Signature]

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llc
COPE 491

Dorothy Gamie

[Signature]

LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4807**

Re: **RPN Skill Utilization**

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.

Dated and signed at FT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Courtnay Webb

A. Carlson

Frank Selander

Bob Ross

Mr. Kelly

R. Bogue
Shawn Crude
[Signature]
Robson
Donna Gamie
Lydie Pichard

LETTER OF INTENT

between

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: Call in

In respect of short notice call-in's: In the filling of short notice call-in's the most senior part-time or casual employees within the department will first be given the opportunity to work provided they are available and have the skills to perform the available work in the vacant classification.

In respect of long-term vacancies (less than three months), assignments will be made by the supervisor. The most senior part-time or casual employee within the department will first be given the opportunity to work provided that they are available and have the skills to perform the available work in the vacant classification.

It is understood that the hospital will not be required to offer work in any of the above situations which would result in overtime premium pay.

If employees have concerns regarding call-in, they may request a meeting with their supervisor in the presence of a union representative to discuss this issue.

Issues in dispute may be subject to the provisions of Article 7, Grievance and Arbitration Procedure.

This letter forms part of the Collective Agreement.

Dated and signed at F. FRANCES, the 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Ceynagh Webb
[Signature]
L. MacDonald
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

GUPE Local 4807 - Local Issues
[Signature] Dorothy Lamer
[Signature]

LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: Project Co-ordinator

The parties agree that whenever the Carpenter or Electrician is assigned in writing by the Director of Engineering and Environmental Services, or designate, additional responsibilities to provide special projects co-ordination they will be paid an additional seventy-five (.75¢) per hour.

The determination of a "special project" will be made by the Manager, Engineering and Biomedical Services.

This memorandum of agreement is subject to review following the expiration of this Collective Agreement.

Dated and signed at FTFRANCES the 10th day of JAN, 2006

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Cecilia Webb

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

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LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.
and
CANADIAN UNION OF PUBLIC EMPLOYEES
and its **LOCAL 4807**

Re: Paramedics Paid Meal Breaks

In light of the unique working conditions that require that Paramedics remain in the workplace and be prepared to work during their meal period, the parties agree as follows:

- a) Paramedics will receive pay for their forty-five minute meal period at their regular straight time hourly rate of pay for each twelve hour shift worked.
- b) Paramedics will receive pay for their thirty minute meal break at their regular straight time hourly rate of pay for each eight hour shift worked.
- c) Actual meal periods will be self-scheduled around the activities of the shift and regardless if an Paramedic is called to perform actual work during a selected meal period only pay at the Attendants regular straight time rate will apply.
- d) All benefits and other provisions of the Collective Agreement will not be affected by this letter of understanding and will be applied as per the provisions applicable to eight and twelve hour shifts.
- e) This letter of understanding will be effective September 18, 1999.
- f) The Union agrees to withdraw grievance #'s 99-05, 99-06 and any other grievances that may be in process related to this issue as of date of signing.

Dated and signed at FTFRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH-CARE
FACILITIES INC.**

Cecilia Webb

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
AT RAINY RIVER HOSPITAL RAINY RIVER ONTARIO**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: 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 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 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 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 FT FRANCIS, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH-CARE
FACILITIES INC.**

Cornel Webb
[Signature]
L MacDonald
P Bagnie
Sharon Cude
[Signature]
Abbott
Dorothy Gamie
Kydie Wilson

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
AT EMO HOSPITAL EMO, ONTARIO
and**

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

RE: Volunteers at Emo Hospital – Erno, Ontario

The parties agree, without prejudice to any future position that may be taken regarding this issue, to the use of volunteers at the Emo Health Centre within the conditions outlined below:

- (i) The use of volunteers will be limited to the Activation Program.
- (j) A committee will be established with representation from the Registered Practical Nurses, Dietary and Domestic.
- (k) This letter of understanding will be effective until April 1, 1995.
- (l) Thirty days prior to the termination of this letter of understanding, the parties will meet to determine the continuation of this arrangement.
- (m) Time spent at meetings will be considered working time and employees will be paid at their normal rate of pay or premium pay as may be applicable.

Signed and dated at FT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Cornelia Webb
[Signature]
L. Macdonald
[Signature]

[Signature]
A. Carlson
[Signature]
[Signature]

[Signature] [Signature] [Signature] [Signature]

LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: Housekeeping Cleaner

All employees performing Housekeeping Cleaner duties, as noted below, will receive the rate of pay of the Housekeeping Cleaner.

Housekeeping Cleaner duties will be assigned as project work. This project work is defined as any duties like washing down walls and/or ceilings, shampooing carpets, stripping and polishing floors.

Housekeeping duties will be distributed equitably.

These duties will normally be scheduled once a week, or as determined by the employer, on a project basis.

Signed and dated at FT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

Cecilia Webb

[Signature]

Frank Donald

P. Bagnie

Sharon Luce

[Signature]

Bob Bourne Dorothy Garnie
Rydie Wilson

On behalf of

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

between

RIVERSIDE HEALTH CARE FACILITIES INC.

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: Modified Work

The parties agree to establish a Modified Work Committee of equal membership to review the current policies and practices and the Unions proposals regarding the initiation and establishment of modified work for disabled CUPE members.

Signed and dated at FT FRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

Courteney Webb
Adrian
L Macdonald
P Bagnie
Sharon Euse
John
R Bounie
Dorothy Samie
Lydie Dubois

A. G. C.
A. Carlson
Eric Anderson
Spencer
Jim Wally

LETTER OF UNDERSTANDING

between

**RIVERSIDE HEALTH CARE FACILITIES INC.
AT RAINY RIVER HOSPITAL RAINY RIVER, ONTARIO
AND EMO HOSPITAL EMO, ONTARIO**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 4807**

Re: Job Posting

If a full-time interim arises, it is posted and awarded to the most senior part-time or casual applicant able to meet the normal requirements of the job. If a part-time interim vacancy is thereby created, these shifts are backfilled according to seniority by part-time and casual staff.

Signed and dated at FTFRANCES, Ontario this 10th day of JAN, 2006.

On behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4807**

Campbell Webb
[Signature]
L Macdonald
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

On behalf of

**RIVERSIDE HEALTH CARE
FACILITIES INC.**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

CANADIAN UNION OF PUBLIC EMPLOYEES
RIVERSIDE HEALTH CARE FACILITIES, INC. – LOCAL 4807

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
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Registered Practical Nurse

[Carrier Award – 29.09.03	20.55	20.99	21.28
29.09.04 – 1.5%	20.86	21.30	21.60
01.04.05 – 1.5%	21.17	21.62	21.92
26.05.05 – Adjustments	21.48	21.94	22.25
29.09.05 – 1.5%	21.80	22.27	22.58
01.04.06 – 1.0%	22.02	22.49	22.81

Laundry Aide, Seamstress, Dietary Helper,
Housekeeping Aide

29.09.03 – 3.0%	16.25	16.40	16.53
29.09.04 – 1.5%	16.50	16.65	16.77
01.04.05 – 1.5%	16.74	16.89	17.02
29.09.05 – 1.5%	16.99	17.14	17.28
01.04.06 – 1.0%	17.16	17.31	17.45

Maintenance Repairman I

29.09.03 - 3.0%	17.85	18.23	18.38
29.09.04 – 1.5%	18.12	18.50	18.65
01.04.05 – 1.5%	18.39	18.78	18.93
29.09.05 – 1.5%	18.67	19.06	19.21
01.04.06 – 1.0%	18.85	19.25	19.41

CANADIAN UNION OF PUBLIC EMPLOYEES
RIVERSIDE HEALTH CARE FACILITIES, INC. – LOCAL 4807

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Clerk III</u>			
<u>29.09.03 – 3.0%</u>	17.47	17.74	17.99
<u>29.09.04 – 1.5%</u>	17.73	18.00	18.26
<u>01.04.05 – 1.5%</u>	17.99	18.27	18.53
<u>29.09.05 – 1.5%</u>	18.26	18.54	18.81
<u>01.04.06 – 1.0%</u>	18.44	18.73	19.00
<u>Laboratory Assistant</u>			
<u>29.09.03 – 3.0%</u>	17.13	17.44	17.74
<u>29.09.04 – 1.5%</u>	17.39	17.71	18.00
<u>01.04.05 – 1.5%</u>	0.00 17.65	17.97	18.27
<u>29.09.05 – 1.5%</u>	17.91	18.24	18.54
<u>01.04.06 – 1.0%</u>	18.09	18.42	18.73
<u>Health Records Technician I (CCHRA(A))</u>			
<u>29.09.03 - 3.0%</u>	18.37	18.65	18.91
<u>29.09.04 – 1.5%</u>	18.65	18.93	19.19
<u>01.04.05 – 1.5%</u>	18.93	19.21	19.47
<u>29.09.05 – 1.5%</u>	19.21	19.50	19.76
<u>01.04.06 – 1.0%</u>	19.41	19.69	19.96

CANADIAN UNION OF PUBLIC EMPLOYEES
RIVERSIDE HEALTH CARE FACILITIES, INC. – LOCAL 4807

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
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Health Records Technician II (CCHRA(A))

New 28.09.04	20.20	20.50	20.78
29.09.04 – 1.5%	20.50	20.81	21.09
01.04.05 – 1.5%	20.81	21.12	21.41
29.09.05 – 1.5%	21.12	21.44	21.73
01.04.06 – 1.0%	21.33	21.65	21.95

Pharmacy Technician

29.09.03 – 3.0%	17.40	18.07	18.75
29.09.04 – 1.5%	17.66	18.34	19.03
01.04.05 – 1.5%	17.92	18.62	19.31
26.05.06 - Adjustment	21.24	22.07	22.89
29.09.05 – 1.5%	21.56	22.40	23.23
01.04.06 – 1.0%	21.77	22.63	23.47

& Purchasing Clerk, Cook

29.09.03 - 3.0%	16.93	17.27	17.58
29.09.04 – 1.5%	17.19	17.53	17.85
01.04.05 – 1.5%	17.45	17.79	18.11
29.09.05 – 1.5%	17.71	18.06	18.38
01.04.06 – 1.0%	17.89	18.24	18.57

CANADIAN UNION OF PUBLIC EMPLOYEES
RIVERSIDE HEALTH CARE FACILITIES, INC. – LOCAL 4807

<u>Position</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>
<u>Maintenance Electrician</u>			
29.09.03 – 3.0%	21.51	22.05	after 6 months
29.09.04 – 1.5%	21.83	22.38	after 6 months
01.04.05 – 1.5%	22.16	22.71	after 6 months
26.05.05 - Adjustment	23.82	24.42	after 6 months
29.09.05 – 1.5%	24.18	24.79	after 6 months
01.04.06 – 1.0%	24.42	25.03	after 6 months
<u>Maintenance Carpenter</u>			
29.09.03 - 3.0%	21.05	21.51	after 6 months
29.09.04 – 1.5%	21.37	21.83	after 6 months
01.04.05 – 1.5%	21.69	22.15	after 6 months
29.09.05 – 1.5%	22.02	22.48	after 6 months
01.04.06 – 1.0%	22.24	22.71	after 6 months
<u>Day Hospital Activity Worker</u>			
29.09.03 - 3.0%	15.52	16.26	16.88
29.09.04 – 1.5%	15.75	16.51	17.13
01.04.05 – 1.5%	15.98	16.75	17.38
29.09.05 – 1.5%	16.22	17.00	17.64
01.04.06 – 1.0%	16.38	17.17	17.82

