

SOURCE	Union
EFF.	88 04
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No. OF EMPLOYEES	25
NOMBRE D'EMPLOYÉS	25

1st

COLLECTIVE AGREEMENT

Between

KENNEDY LODGE NURSING HOME LTD.

AND

ONTARIO NURSES' ASSOCIATION

April 1, 1988 to March 31, 1991

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the registered and graduate nurses covered by this Agreement. It provides for an ongoing means of communication between the Association and the Employer for the purpose of discussing matters of mutual interest. It also provides means for the prompt settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment will be established by mutual agreement.
- 1.02 It is recognized that the Nursing Home is governed by the provisions set out in the Nursing Home Act, its amendments and regulations, and it is further recognized that nurses wish to work together with the Employer to secure the best possible nursing care and health protection for the residents consistent with the said Act and Regulations.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent as set out in the Certificates from the Labour Relations Board dated March 20th, hereto attached as Schedule "A" and Schedule "B".
- 2.02 In order to protect the standard of nursing care, the Employer agrees that no one outside of the above mentioned bargaining unit shall perform the work normally performed by members of this bargaining unit except:
- (a) in cases of emergency;
 - (b) for the purposes of performing experimental work;
 - (c) when instructing nurses or other employees;
 - (d) when nurses are not available due to being late for work or absent from work for any reason, except layoff.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes and acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay-off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline nurses for just cause, provided that a claim of discriminatory transfer, promotion, demotion, or demotion of classification or a claim that a nurse has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) generally to manage the operation that the Nursing Home is engaged in, and to determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) to make and enforce and alter from time to time reasonable rules and regulations not inconsistent with the provisions of this Agreement.

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

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any nurse by reason of age, sex, marital status, race, creed, colour, political or religious affiliation, or other factors not pertinent with respect to employment or by reason of her membership in or activities on behalf of the Association or any of its affiliated organizations.

ARTICLE 5 - NO STRIKES AND LOCK-OUTS

5.01 There will be no strikes or lockouts as defined by the Labour Relations Act, R.S.O. 1970, C. 232 S.36 as long as this Agreement continues to operate.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Employer shall deduct from the pay due to each nurse who is covered by this Agreement, in the first pay period of each month a sum equal to the regular monthly Association dues of each such nurse. Regular Association dues for part-time nurses shall be deducted in any pay period in which the part-time nurse receives income. The Employer shall provide the Association together with the above by the 20th day of each month a list showing the names and social insurance numbers of all nurses covered by this Agreement, who have been employed at any time during the period of the said deduction and including therein a specific list of nurses on unpaid leaves of absence and of terminations.
- 6.02 The Employer shall provide each nurse with a statement of income and deduction for income tax purposes (T4 Supplementary Slip) which shall include therein the deduction for Association dues.
- 6.03 As part of the orientation program an officer of the Association or Nurse Representative shall be allowed a reasonable period of time within regular working hours to interview newly hired nurses and to discuss the benefits and duties of Association membership and responsibilities to the Association and to the Employer.

ARTICLE 7 - NURSE REPRESENTATIVES AND ASSOCIATION COMMITTEES7.01 Nurse Representatives

The Employer recognizes five (5) Nurse Representatives to be appointed or elected by the Association. The Association shall advise the Employer of the names of all such Nurse Representatives and any changes thereto. In the event of a grievance, any three (3) of the above mentioned Nurse Representatives shall constitute a Grievance Committee.

- 7.02 The Employer shall recognize a Professional Committee which shall be composed of three (3) Association members to meet with three (3) representatives of the Employer to meet at the request of either party to discuss matters of mutual concern relating to nursing care. Such meetings shall not be held more often than every second month.

7.03 Negotiating Committee

The Employer shall recognize a Negotiating Committee which shall be composed of three (3) Association members and whose duties shall be to negotiate collective agreements and any amendments thereto.

- 7.04 The Employer recognizes the desirability of encouraging participation in the functions covered by these sections and agrees that the nurses involved will not suffer any loss of regular pay for time spent at meetings with the Employer.
- 7.05 The Employer agrees that an Employment Relations Officer or other representative of the Ontario Nurses' Association may, at the request of either party, attend any meetings between the Employer and the various recognized Committees.
- 7.06 All references to officers, representatives and Committee members in this Agreement shall be deemed to mean officers, representatives and Committee members of the duly chartered local.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 In all steps of this Grievance Procedure, the aggrieved nurse, if desired, may be accompanied by a representative of the Grievance Committee.
- 8.02 All complaints and grievances shall be taken up in the following manner:

Step No. 1 (Complaints)

A nurse having a question or complaint shall refer it to his or her supervisor within five (5) working days of the actual occurrence leading to the question or a complaint. The Supervisor shall reply to the nurse, giving the answer to the question or complaint within five (5) working days from the date of submission.

Step No. 2

Should the answer to the nurse in Step No. 1 not be acceptable to the nurse, then the nurse shall submit his or her grievance in writing to the Director of Nursing within seven (7) working days of receiving the answer in Step No. 1 of the Grievance Procedure. The Director of Nursing shall within seven (7) working days of receipt of the grievance, reply in writing to the nurse giving the answer to the grievance.

Step No. 3

Should the answer to the nurse in Step No. 2 not be acceptable to the nurse, then the nurse shall submit his or her grievance in writing to the Administrator within five (5) working days of receiving the answer in Step No. 2 of the Grievance Procedure. The Administrator

shall, within five (5) working days of receipt of the grievance, call a meeting of all parties involved and the Administrator shall have five (5) working days following the meeting to study the matter and make his or her reply in writing to the nurse.

Step No. 4

Should the answer to the nurse in Step No. 3 not be acceptable to the nurse, then the grievance may be submitted to arbitration. If no written request for arbitration is received within ten (10) working days from the date the reply is made in Step No. 3, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

- 8.03 Any of the time allowances outlined in the above Grievance Procedure may be extended by mutual written agreement of the parties.
- 8.04 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and Paid Holidays.

ARTICLE 9 - DISCHARGE GRIEVANCES

- 9.01 In the event of a nurse who has attained seniority being discharged from employment, and the nurse feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02 All such cases shall be taken up within seven (7) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the nurse is notified of her discharge, except where a case is taken to arbitration. A claim by a nurse, who has attained seniority that she has been unjustly discharged from her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within seven (7) days after the nurse is notified of her discharge.
- All steps of the Grievance Procedure prior to Step No. 3 may be omitted in such cases.
- 9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the nurse, or by reinstating the nurse with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitration Board as the case may be.

9.04 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement {by the Association or any nurse covered by this Agreement), in writing at Step No. 3 of the Grievance Procedure, by forwarding a written statement of said grievance to the President of the Association Local; providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The President of the Association Local shall give his or her answer to the grievance in writing within ten (10) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 4 of the Grievance Procedure.

9.05 A Policy Grievance shall be defined as a grievance arising directly between the Lodge and the Association concerning the interpretation, application, administration or alleged violation of this Collective Agreement. This grievance shall be originated under Step No. 2 of the Grievance Procedure, and shall be commenced within twenty (20) days after the circumstances giving rise to the grievance have occurred. Failing settlement under Step No. 3, the grievance may be submitted to arbitration.

9.06 Suspension Grievances

In the event of a nurse being suspended from employment, and the nurse feels that an injustice has been done, the case may be taken up as a grievance.

9.07 All such cases shall be taken up within seven (7) days and disposed of within seven (7) days {or such longer period as may be mutually agreed upon) of the date of the nurse being notified of her suspension, except where a case is taken to arbitration. A claim by a nurse that she has been unjustly suspended, from her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within seven (7) days after the nurse is notified of her suspension. A copy of the notice of suspension shall be sent to the President of the Local Association or her designate.

All steps of the Grievance Procedure prior to Step No. 3 may be omitted in such cases.

9.08 Where a number of nurses have similar grievances and each nurse would be entitled to grieve separately, they may present a group grievance identifying each nurse who is grieving to the Director of Nursing or her designate

within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the nurse(s). The grievance shall then be treated as being initiated at step number one and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement, and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within five (5) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

The said two arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 Each of the parties shall pay its own expenses including pay for witnesses, and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement, and **only** interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

10.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if

there is no majority the decision of the Chairman shall govern.

- 10.06 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 10.07 All agreements reached under the Grievance and Arbitration Procedures between the Employer and its representatives and the Association, and its representatives will be final and binding upon the Employer, and the Association and the nurse(s) involved.
- 10.08 At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the nurse or nurses concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 11 - SENIORITY AND JOB SECURITY

- 11.01 (a) A new full-time nurse shall be on probation for a period of sixty (60) working days. A newly hired part-time nurse shall be on probation for a period of forty-five (45) working days or four (4) months whichever occurs first.
- (b) It is understood that a full-time probationary nurse has no seniority until she has completed sixty (60) tours of duty and then her seniority shall date back to the date of hire.
- (c) It is understood that a part-time probationary nurse has no seniority until she has completed forty-five (45) tours of duty or four (4) months of service whichever occurs first, and then seniority shall date back to the date of hire and shall be accumulated on the basis of the number of tours worked.
- (d) It is agreed that the dismissal of a probationary nurse shall not be the subject of a grievance. There will be an evaluation made prior to the expiration of the probationary period.
- 11.02 The Employer will provide separate seniority lists for both full-time and part-time nurses thirty (30) days after the signing of this Agreement, and in January and July of each year thereafter. For the purpose of the preparation of the initial list, the last date of

employment for full-time nurses shall be used and in the case of part-time nurses the number of tours worked since the date of hire. The Employer will provide the Association with a copy of the seniority lists and copies will be posted within the Nursing Home.

11.03 In the event that a vacancy occurs requiring the services of a registered or graduate nurse, the Employer will post a notice of the vacancy for a period of ten (10) calendar days prior to making a permanent appointment to any position in order that any interested nurse may apply. If no qualified nurse applies the Employer may then hire a nurse outside the employ of the Nursing Home.

11.04 The Employer will outline to the nurse selected to fill a temporary vacancy the circumstances giving rise to the vacancy, the conditions and duration of such vacancy. In any event such temporary vacancy shall not exceed the time required to complete specific circumstances which gave rise to the temporary vacancy. A nurse who is absent due to illness or leave of absence shall have the right to return to her former job. Any vacancy which is not created through an illness or leave of absence shall be deemed to be a permanent vacancy.

11.05 (a) In all cases of transfer or promotion the following factors shall be considered:

(a) ability, experience and performance

(b) seniority

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern, however, applicants who are refused the position will be given a reason for such refusal in writing.

(b) In the event that a reduction of the work force is required, the Employer agrees that lay-offs will be by seniority, so that the nurse with the least seniority will be laid off first. When recalling nurses after lay-off, those last to be laid off will be the first to be recalled.

(c) Any lay-off or recall that is to be implemented hereunder shall not disturb the approximate mix of full-time and part-time nurses.

(d) No reduction or alteration in the hours of work shall take place to prevent or reduce the impact of a lay-off without the consent of the Association.

- (e) All part-time and full-time nurses who are on lay-off will be given job opportunity in the full-time and part-time bargaining units before any new nurse is hired in either bargaining unit.

11.06 No individual nurse may be laid off until she has received thirty (30) calendar days' notice of lay-off or appropriate pay in lieu thereof, and a copy of the notice will be sent to the Association.

11.07 (a) Accumulation and Retention of Seniority

Seniority will be lost when

- a nurse voluntarily resigns;
- is discharged for cause and discharge is not reversed through the Grievance Procedure;
- lay-off in excess of one (1) year;
- absence occasioned by illness exceeding one (1) year measured from the day the last sick credits were used;
- absence for three (3) consecutive working days without a satisfactory explanation in which case the person is deemed to have quit;
- failure to notify the Employer of intention to return to work within forty-eight (48) hours of receipt of notice of recall by registered mail, or failure to return to work within seven (7) days of being notified of recall. For the purposes of recall, it is the nurse's duty to keep the Employer informed of her last address;
- engaging in gainful employment while on a leave of absence, unless prior approval has been given by the Employer;
- overstaying a leave of absence without notice and permission, and without a satisfactory reason.

(b) Seniority shall be retained but not accumulated under the following circumstances:

- lay-off up to one (1) year;
- illness up to one (1) year after exhausting sick leave credits;
- unpaid leave of absence in excess of one (1) month.

- 11.08 In the event that a nurse covered by this Agreement should be promoted to a position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, she shall retain the seniority previously acquired up to date of transfer, but will not accumulate seniority while in a position outside the bargaining unit.
- 11.09 All seniority shall be retained by a nurse if she elects to transfer from full-time to part-time and vice versa.

ARTICLE 12 - LEAVES OF ABSENCE

- 12.01 All leaves of absence shall be without pay unless otherwise specified in this Agreement.
- 12.02 The request for leaves of absence must be in writing addressed to the Administrator and state the reason for the request, the starting time, and the date of return. The request for leaves of absence must be made one (1) month in advance of the departure date except in cases of emergency, and approval of the leave will not be unreasonably withheld. When a leave of absence is granted, the nurse will be advised in writing within fourteen (14) days of the receipt of the request except in cases of emergency. When a leave of absence is denied, the nurse will be advised of the reason within fourteen (14) days of the request.
- 12.03 Written requests for leave of absence with pay to attend Association meetings shall be granted to a total of fifty (50) days in a year, provided that no more than three (3) nurses are off at any one time, and that fourteen (14) days clear notice has been given to the Employer.
- 12.04 Bereavement Leave
- In the event of a death in the family of a nurse (e.g. parents, step-parents, spouse, brother, sister, child, mother-in-law, father-in-law, guardian, brother-in-law, sister-in-law, grandparents, grandchildren, relative or friend residing in the same house), three (3) days leave of absence with pay will be granted. Upon request an unpaid leave of absence will be granted for up to four (4) additional days.
- 12.05 Court Attendance
- The Employer agrees to pay any nurse who is summoned and legally required to appear as a witness or juror the difference between her earnings as a witness or juror, and the salary she would have realized had she worked her normal tour. In order to be eligible for payment, nurses

must notify the Director of Nursing within twenty-four (24) hours after receiving notice of selection or subpoena, and must furnish proof of the date and time served and the amount of pay received.

12.06 Leave of Absence for Pregnancy

Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- (a) A nurse who is pregnant shall be entitled upon her application therefor to a leave of absence of six (6) months in total from her employment or such shorter leave of absence as the nurse may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery. The nurse shall give her Employer four (4) weeks' notice in writing of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion;
- (b) the nurse must have at least ten (10) months continuous service with the Employer prior to the beginning of the leave of absence;
- (c) the nurse shall give at least two (2) weeks' notice of her intention to return to work. Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The nurse may, with the consent of the Employer, shorten the duration of the leave of absence requested under this paragraph upon giving the Employer one (1) week's notice of her intention so to do, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work;
- (d) the Employer may require the nurse to commence a leave of absence pursuant to sub-paragraph (a) at such time as duties of her position cannot reasonably be performed by a pregnant woman, or the performance of her work is materially affected by the pregnancy;
- (e) a nurse who intends to resume her employment on the expiration of the leave of absence granted to her under this paragraph shall so advise the Employer when she requests the leave of absence, and on her return to work the Employer shall reinstate the

nurse to her position, or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began, and without loss of seniority or benefits accrued to the commencement of the leave of absence;

- (f) such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used;
- (g) nurses on such leave of absence will accrue benefits only to the end of the month in which the leave of absence commences. Benefits will accrue and be paid from the date of return to employment following such leave of absence. A nurse who returns to work after the expiration of maternity leave shall retain the seniority she had accrued immediately prior to commencing her maternity leave, and shall be credited with seniority for the period of time covered by the maternity leave.
- (h) Effective April 1, 1988, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on maternity leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks. The nurse's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

12.07

Adoption shall be the basis for a leave of absence to a nurse with more than one (1) year's service. The duration of the leave will be decided between the Employer and the nurse.

12.08 (a) Orientation

Each newly hired nurse will be orientated for at least one (1) day to the Nursing Home followed by a system of on the job orientation.

- (b) All nurses shall be orientated for at least one (1) day to the nursing unit and to the shift upon transfer from part-time service to full-time service.

12.09 (a) Board of Director's Leave

Nurses elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President shall be granted leave of absence without pay up to a total of fifty (50) days annually. There shall be no loss of seniority or credits for the purpose of salary advancement and vacation entitlement or other purposes during such leave of absence. A nurse shall provide the Employer with fourteen (14) calendar days' clear notice prior to the request for such a leave of absence, except in the case of emergency. Leave of absence under this provision shall be in addition to the Association leave provided in Article 12.03 of this Agreement.

- (b) Leave of Absence for the President of the Ontario Nurses' Association

A nurse who is elected to the office of President of the Ontario Nurses' Association shall be granted upon request leave of absence without loss of seniority and benefits up to one (1) year. During such leave of absence, salary and benefits will be kept whole by the Employer, and the Association agrees to reimburse the Employer for such salary and the Employer contributions to benefits. The nurse agrees to notify the Employer of her intention to return to work within two (2) weeks following termination of office.

ARTICLE 13 - SICK LEAVE

13.01 Sick leave is the period of time a nurse is permitted to be absent from work with full pay by reason of being sick or disabled, or because of an accident which is not compensable under the Workers' Compensation Act.

13.02 (a) After completion of the probationary period, all full-time nurses shall be granted sick leave with pay on the basis of one and one-half (1½) days per month retroactive to the first day of employment.

In any year where a nurse has not been absent on sick leave or has used only a portion thereof, she shall be entitled to accrue the unused portion of sick leave up to a maximum of ninety (90) days.

- (b) Sick leave credits will continue to accrue on this basis when a nurse is in receipt of illness allowance, except in the case of long term illness exceeding one (1) month of duration.
- (c) By January 15th of each year, the Employer will notify the nurse of the amount of unused sick leave standing to her credit.

13.03 If a nurse has completed half of a tour or more, she shall be credited with the full tour.

13.04 (a) If a nurse is off duty for illness for three (3) or more tours the Employer shall require a doctor's certificate upon returning to duty.

(b) A doctor's certificate may also be required for illness of less than three (3) days' duration.

13.05 A nurse leaving the employ of the Corporation after five (5) years or more of continuous service with the Employer unless discharged for cause and not reinstated through the Grievance Procedure, shall be entitled to fifty percent (50%) of the accumulative sick leave credits calculated at her rate of pay when leaving such employment to a maximum of 90 days.

13.06 In event that the status of a full-time nurse is altered to part-time, she shall retain her accumulated sick leave credits for utilization on her return to full-time status. The Employer will notify the nurse in writing as to how many accumulated sick leave credits she will be retaining. In the event such nurse terminates from her part-time status without returning to her full-time status, she shall be entitled to the cash payment she would have received as provided for in Article 13.05.

ARTICLE 14 - HOURS OF WORK

14.01 (a) The normal tour shall be composed of 7.5 consecutive hours, exclusive of meal time. The normal work week shall be composed of 37.5 hours per week for full-time nurses.

(b) There will be two (2) fifteen (15) minute paid rest periods, and one (1) thirty (30) minute unpaid lunch period in each tour, the time for such periods for each nurse to be determined by her supervisor. The Employer will ensure that there is adequate relief

available to provide for the rest periods and lunches on all tours.

14.02 (a) Scheduling Regulations

In the case of full-time nurses, four (4) days off will be scheduled during each two (2) week period. In any scheduled two (2) week period at least two of the four (4) days will be scheduled consecutively, the other two shall be split to provide for not more than five (5) consecutive working days.

- (b) Tour schedules and days off will be posted at least two (2) weeks in advance.
- (c) Special requests for specific days off must be made to the Director of Nursing one (1) week prior to the posting of the schedule. Except by mutual consent, time schedules will not be changed.
- (d) Requests for changes in posted time schedules must be submitted in writing for approval to the Director of Nursing and co-signed by the nurse willing to exchange days off or tours of duty. In any event it is understood that such an exchange of a tour of duty initiated by the nurse and approved by the Employer shall not result in overtime compensation or payment or a claim for non-compliance with the scheduling regulations.
- (e) (i) The Employer will schedule each full-time nurse at least one (1) weekend off in two (2) unless otherwise arranged and in the event of failure to do so an overtime premium will be paid.

(ii) Unless otherwise agreed to, a part-time nurse will not be required to work more than two (2) consecutive weekends.
- (f) A period of two (2) consecutive tours off shall be scheduled off between the change of tours and at least forty-eight (48) hours time off shall be scheduled following night duty for full-time nurses, A shorter period of time between changes of tours may be scheduled by mutual consent.
- (g) It is understood that nurses may be required to work on either Christmas or New Year's. All full-time nurses will receive five (5) or more consecutive days off at either Christmas or New Year's. Time off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day, and time off at New Year's shall include New Year's Eve and New Year's

Day. The Employer shall advise each nurse of these days off four (4) weeks in advance.

- (h) The Employer will endeavour to ensure that nurses presently employed on specific tours on a permanent basis will not be rotated without their consent. Should a change in staffing pattern be considered by the Employer, he will discuss such changes with the Association before any change is implemented.

ARTICLE 15 - PREMIUM PAYMENT

- 15.01 i) Time and one-half (1-1/2) equivalent hourly rates will be paid a full-time nurse **as** follows:
- (a) for all work performed in excess of seven and one-half (7½) hours in a 24-hour period or 75 hours in a bi-weekly pay period;
 - (b) for all work performed on a scheduled day **off**;
 - (c) for all work performed as a result of a change in a posted schedule;
 - (d) for all work performed after seven (7) consecutive tours without two (2) days off until such days off are granted.
- ii) Part-time nurses shall be paid time and one-half (1½) the equivalent hourly rate for all work performed in excess of seven and one-half (7½) hours in a 24-hour period or seventy-five (75) hours in a bi-weekly pay period.
- 15.02 When a nurse **works** on a paid holiday, or on a day covered by the provisions of Article 15.01 for which she receives one and one-half (1½) times her regular straight time hourly rate, and she works additional hours following her full tour on that day (but not including hours on a subsequent regularly scheduled shift for such nurse) she shall receive two (2) times her regular straight time hourly rate for such additional hours worked.
- 15.03 (a) A nurse shall be paid a tour differential of three dollars and thirty-eight cents (**\$3.38**) per tour or part thereof for all hours worked after the end of the day shift.
- (b) Effective April 1, 1990, a nurse shall be paid a weekend premium of forty-five cents (\$.45) per hour for each hour worked between the end of the Friday evening shift and the end of the Sunday evening shift.

15.04 Effective April 1, 1988, a nurse who is assigned to be in charge in the absence of the supervisor shall receive a responsibility allowance of seven dollars (\$7.00) per tour or any part thereof.

Effective April 1, 1989, the responsibility allowance shall be increased to eight dollars (\$8.00) per tour or any part thereof.

Effective April 1, 1990, the responsibility allowance shall be increased to nine dollars (\$9.00) per tour or any part thereof.

15.05 A nurse who is called in and reports for work as scheduled shall receive a minimum of four (4) hours' pay. **Part-time** nurses who work four (4) hours or more shall be paid for a full seven and one-half (7½) hour tour.

ARTICLE 16 - PAID HOLIDAYS

16.01 All full-time nurses shall receive the following holidays with pay:

New Year's Day	Labour Day
Heritage Day (or second Monday in February)	Thanksgiving Day
Good Friday	Remembrance Day
Canada Day	Victoria Day
Civic Holiday	Christmas Day
	Boxing Day

Employee start date/anniversary - (to be taken within two (2) weeks prior to or subsequent to such anniversary date, on a day to be scheduled by mutual agreement between the Employer and the nurse).

Effective in 1990 the above employee start date/anniversary will be replaced by a fixed paid holiday - the second (2nd) Monday in June.

16.02 i) When a nurse works on a holiday she shall receive premium pay at the rate of time and one-half (1½) for the first seven and one-half (7½) hours worked on such holiday and shall receive another day off with pay at her regular rate of pay within thirty (30) days subsequent to the holiday or at another mutually agreed upon time.

or

ii) she shall receive premium pay at the rate of two and one-half (2½) times for the first seven and one-half (7½) worked on such holiday.

iii) All part-time nurses shall receive two and one-half (2½) times their regular rate of pay for all hours worked on a paid holiday as set out in Article 16.01.

- 16.03 A tour that begins or ends during the 24-hour period of the above holidays 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.
- 16.04 When a holiday falls within a nurse's vacation period it shall be added to the end of her vacation or scheduled at a mutually agreeable time.
- 16.05 When a paid holiday falls on a scheduled day off, another day off with pay shall be scheduled concurrently with scheduled weekends off.
- 16.06 The Employer shall attempt to arrange for paid holidays off to be divided equitably among the nurses in the same unit.
- When a full-time nurse is scheduled off on a paid holiday which occurs on a Monday or Friday, she shall be scheduled off the Saturday and Sunday in conjunction with such holiday.
- 16.07 In order to qualify for the paid holidays, a nurse must work the scheduled shifts preceding and following the holiday unless she has a satisfactory reason.

ARTICLE 17 - VACATIONS

- 17.01 (a) The vacation year shall be from July 1st of one year to June 30th of the following year. Vacation time off must be taken by the vacation year cut off of June 30th of the following year.
- (b) The vacation request schedule shall be posted on or before March 1st of each year. Requests for vacations shall be submitted by April 15th of each year. Vacation requests shall be approved on or before May 30th of each year. Approval of vacation requests made prior to April 15th shall be granted by seniority subject to approval of the Director of Nursing.
- (c) Vacation requests shall not be granted between the period of December 15th to January 15th. Vacations shall not be granted to a nurse during her probationary period.

17.02

(a) All full-time nurses shall be granted vacations with pay as follows to be effective for the vacation year commencing July 1, 1979:

- i) Nurses who have less than one (1) year of continuous employment shall be entitled to a vacation with pay at their regular rate of 1.25 days for each completed month of employment, not to exceed fifteen (15) working days.
- ii) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks with pay at their regular rate.
- iii) Nurses who have completed three (3) years or more of continuous employment but less than fifteen (15) years of continuous employment shall receive an annual vacation of four (4) weeks with pay at their regular rate.
- iv) Nurses who have completed fifteen (15) years or more of continuous employment shall receive an annual vacation of five (5) weeks with pay at their regular rate.

(b) All part-time nurses shall be granted vacation with pay as follows:

- i) Nurses who have less than one (1) year of continuous employment shall be entitled to an annual vacation of 1.25 days for each completed month of employment, not to exceed fifteen (15) working days with pay at six percent (6%) of their gross earnings.
- ii) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment shall receive an annual vacation of three (3) weeks with pay at six percent (6%) of their gross earnings.
- iii) Nurses who have completed three (3) or more years of continuous employment but less than fifteen (15) years of continuous employment shall receive an annual vacation of four (4) weeks with pay at eight percent (8%) of their gross earnings.
- (iv) Nurses who have completed fifteen (15) or more years of continuous employment shall receive an annual vacation of five (5) weeks with pay at ten percent (10%) of their gross earnings.

- 17.03 Vacation pay will be paid to all nurses in advance of their vacation, on the regular pay day by separate cheque, providing the nurse requests her vacation pay, in writing, with at least three (3) weeks' advance notice to the Employer.
- 17.04 When a nurse's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such nurse's termination pay.
- 17.05 Vacations may be taken at any time of the year and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation shall not be unreasonably withheld.
- (a) Nurses may request the weekend off prior to their vacation;
 - (b) All vacations shall be scheduled to commence on Monday ;
 - (c) Prior to leaving on vacation, nurses shall be notified of the date' and time on which to report for work following vacation.
- 17.06 For the purposes of vacation entitlement, service shall mean combined service in both the full-time and part-time bargaining unit. For the purpose of this clause, two hundred hours of part-time service shall equal one (1) year of full-time service and vice versa.

ARTICLE 18 - HEALTH PROGRAM

- 18.01 The Employer agrees to pay - (Effective March 20, 1980)
- (a) 100% of the Ontario Health Insurance Plan;
 - (b) 75% of the Blue Cross Extended Health Care (\$10 - \$20 deductible) ;
Effective January 1, 1990, 100% of the Blue Cross Extended Health Care (10 - \$20 deductible)
 - (c) 75% for Semi-Private Coverage (billed rate).
Effective January 1, 1990, 100% for Semi-Private Coverage (billed rate).
 - (d) (75%) of the billed premium rate (Single - Family) towards a Vision Care Plan. Effective January 1, 1990, 100% of the billed premium rate (single-family) towards a Vision Care Plan.

(e) Effective on the first of the month following satisfaction of enrolment requirements, and subject to the requirements of the Carrier, eligible nurses in the bargaining unit, who have so elected shall be entitled to participate in the Group Dental Plan, Blue Cross #9 (or its equivalent), based on the current O.D.A. fee schedule as amended from year to year, subject to the terms and conditions of the Plan.

The Employer shall pay fifty percent (50%) of the billed premium to cover the eligible participating nurses under the Plan. Such nurses shall pay the remaining premium through payroll deductions.

Effective April 1, 1990, the Employer shall pay sixty percent (60%) of the billed premium.

- 18.02 The Employer shall pay one hundred percent (100%) of the premium for Group Term Life Insurance up to the value of the yearly salary of the nurse to the nearest hundred dollars (\$100.00).
- 18.03 The Employer may at any time substitute another carrier for the plan (other than O.H.I.P.) provided that the benefits conferred thereby are not decreased. Such substitution will not occur on less than sixty (60) days' notice to the Association.
- 18.04 The parties are agreed that the Employer will implement a pension plan effective April 1, 1990 for both full-time and part-time employees. The Employer and the employees shall each contribute four percent of wages to the plan. The parties shall meet in the time period prior to April 1, 1990 to discuss and agree to the structure and details of the plan. The plan will be a money purchase plan unless otherwise agreed to by the parties. Should the parties not be able to agree to the details by July 1, 1990, then the money collected from April 1, 1990 will be kept in trust by the Employer and the dispute will be sent to Arbitration for resolution.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 The Employer agrees to provide a bulletin board for the sole use of the Association. The location of such a bulletin board shall be agreed upon by mutual agreement of the parties. Any items posted on the bulletin board must have the approval of the Executive of the Local.

ARTICLE 20 - MISCELLANEOUS

- 20.01 A copy of the Collective Agreement will be provided to each nurse. The cost of printing the contract will be shared on a 50/50 basis.
- 20.02 If facilities are available, the Employer shall grant permission to the Association to hold meetings of the duly chartered local on the premises of the Nursing Home.
- 20.03 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean plural.
- 20.04 Pay day shall be on every second Friday. Nurses who are off on Friday or on evenings or nights on Friday may pick up their cheque on Thursday after 12:30 p.m.

ARTICLE 21 - OCCUPATIONAL HEALTH & SAFETY

- 21.01 (a) The Employer shall comply with all applicable Federal, Provincial and Municipal Health and Safety Legislation and Regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by the Health & Safety Committee or negotiations with the Association.
- (b) The Association and the Employer shall co-operate in establishing rules and practices which promote a safe and healthy occupational environment, and which provides protection from factors adverse to employee health and safety. The Employer shall co-operate in providing necessary information to enable the Health & Safety Committee to fulfil its functions.
- (c) A Health & Safety Committee shall be established which is composed of an equal member of employee and Employer representatives, but with the minimum of one (1) representative selected or appointed by the Association. The Health & Safety Committee shall meet every second month or more frequently as requested by any Committee member for jointly monitoring, inspecting, investigating and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. The Committee shall select from among them a Chairperson and secretary. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association.

- (d) All time spent by a member of the Health & Safety Committee attending meetings of the Committee and carrying out her duty shall be deemed to be work time for which she shall be paid by her Employer at her regular or premium rate as may be proper, and she shall be entitled to such time from work as is necessary.

ARTICLE 22 - COMPENSATION

SALARY SCHEDULES (FULL-TIME NURSE)

22.01 (a) Classification	<u>April 1, 1988</u>			
	R.N.		Graduate Nurse	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2575.55	15.85	2517.77	15.49
After 1 year	2673.38	16.45	2614.68	16.09
After 2 years	2715.06	16.71	2656.73	16.35
After 3 years	2763.67	17.01	2705.51	16.65
After 4 years	2825.96	17.39	2767.65	17.03
After 5 years	2881.64	17.73	2823.44	17.38
After 6 years	2944.28	18.12	2886.05	17.76
After 7 years	3013.88	18.55	2955.48	18.19

(b)	<u>April 1, 1989</u>			
Start	2627.06	16.17	2568.12	15.80
After 1 year	2766.95	17.03	2706.19	16.65
After 2 years	2810.09	17.29	2749.72	16.92
After 3 years	2860.40	17.60	2800.20	17.23
After 4 years	2931.93	18.04	2871.44	17.67
After 5 years	2989.70	18.40	2929.32	18.03
After 6 years	3054.69	18.80	2994.28	18.43
After 7 years.	3126.90	19.24	3066.31	18.87
After 8 years	3173.80	19.53	3112.30	19.15

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

(c)	<u>April 1, 1990</u>			
	R.N.		Graduate Nurse	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start	2732.14	16.81	2670.84	16.44
After 1 year	2877.63	17.71	2814.44	17.32
After 2 years	2922.49	17.98	2859.71	17.60
After 3 years	2974.82	18.31	2912.21	17.92
After 4 years	3049.21	18.76	2986.30	18.38

	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
After 5 years	3109.29	19.13	3046.49	18.75
After 6 years	3176.88	19.55	3114.05	19.16
After 7 years	3251.98	20.01	3188.96	19.62
After 8 years	3300.75	20.31	3236.79	19.92
After 9 years	3350.26	20.62	3285.34	20.22

Note: Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

Part-time Nurses

22.02 (a) Part-time daily rates will be arrived at by the following formula:

$$\frac{\text{Monthly rate of corresponding full-time increment levels}}{260} \times 12 + 12\%$$

The 12% included in the daily rate is in lieu of fringe benefits except for vacations, paid holidays, leaves of absence, overtime, responsibility allowance, reporting pay, tour differential and pension.

22.02 (b) Effective April 1, 1988

Classification	R.N.		Graduate Nurse	
	<u>Daily</u>	<u>Hourly</u>	<u>Daily</u>	<u>Hourly</u>
Start	133.14	17.75	130.15	17.35
After 1 year	138.19	18.43	135.16	18.02
After 2 years	140.35	18.71	137.33	18.31
After 3 years	142.86	19.05	139.85	18.65
After 4 years	146.08	19.48	143.07	19.08
After 5 years	148.96	19.86	145.95	19.46
After 6 years	152.20	20.29	149.19	19.89
After 7 years	155.79	20.77	152.78	20.37

April 1, 1989

Start	135.80	18.11	132.75	17.70
After 1 year	143.03	19.07	139.89	18.65
After 2 years	145.26	19.37	142.14	18.95
After 3 years	147.86	19.71	144.75	19.30
After 4 years	151.56	20.21	148.43	19.79
After 5 years	154.54	20.61	151.42	20.19
After 6 years	157.90	21.05	154.78	20.64
After 7 years	161.64	21.55	158.50	21.13
After 8 years	164.06	21.87	161.40	21.52

Note : Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "8 years" level on the salary schedule, effective April 1, 1989.

April 1990

	<u>Daily</u>	<u>Hourly</u>	<u>Daily</u>	<u>Hourly</u>
Start	141.23	18.83	138.06	18.41
After 1 year	148.75	19.83	145.48	19.40
After 2 years	151.07	20.14	147.83	19.71
After 3 years	153.78	20.50	150.54	20.07
After 4 years	157.62	21.06	154.37	20.58
After 5 years	160.73	21.43	157.48	21.00
After 6 years	164.22	21.90	160.97	21.46
After 7 years	168.10	22.41	164.84	21.98
After 8 years	170.62	22.75	197.32	22.31
After 9 years	173.18	23.09	169.83	22.64

Note : Nurses with the required level of service credit for purposes of advancement on the salary schedule shall be placed at the "9 years" level on the salary schedule, effective April 1, 1990.

22.03 For newly hired nurses a starting salary shall include recognition of relevant and recent past nursing experience, on the basis that for each two (2) years of such experience the nurse will receive one (1) annual increment up to a maximum of three (3) increments provided in the salary scale.

22.04 (a) Annual increments shall be payable to each full-time nurse on their anniversary date of employment and after each two hundred (200) tours in the case of part-time nurses. Should a full-time nurse be on a leave of absence in excess of one (1) month, that portion in excess of the month shall not count as time worked for wage progression.

(b) Nurses who elect to transfer from full-time to part-time and vice versa shall assume the same level on the salary scale and shall receive credit for time worked since the last date of advancement converted to the seniority policy to which they are transferring on an equitable and mutually agreed basis.

22.05 Retroactivity

The increases to the salary rates and other monetary benefits shall be retroactive and applied for all paid hours for each of the nurses in the bargaining unit on and after the effective dates of the increases as set forth in this Agreement.

ARTICLE 23 - PROFESSIONAL RESPONSIBILITY

23.01 In the event that the Home assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

- (a) i) Complain in writing to the Professional Committee within five (5) calendar days of the alleged improper assignment. The Chairman of the Professional Committee shall convene a meeting of the Professional Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.
 - ii) Failing resolution of the complaint within five (5) calendar days of the meeting of the Professional Committee, the complaint shall be forwarded to an independent Assessment Committee, composed of three (3) registered nurses; one (1) chosen by the Ontario Nurses' Association, one (1) chosen by the Employer, and one (1) chosen from a panel of four (4) independent registered nurses who are well respected within the profession, and who are knowledgeable in matters concerning Nursing Homes. The member of the Committee chosen from the panel of independent registered nurses shall act as Chairperson.
 - iii) The Assessment Committee shall conduct a hearing into the complaint within fourteen (14) calendar days of its appointment, and shall be empowered to investigate as is necessary to properly assess the merits of the complaint. The Assessment Committee shall report its findings in writing to the parties within fourteen (14) calendar days and shall forward a copy of its report to the Administrator of the Home,
- (b) i) The panel of independent registered nurses, who are well respected within the profession, selected by the parties are named in an attached Memorandum of Agreement, The members of the panel shall sit in rotation as agreed in this Memorandum. If the panel member is unable to sit within the time limit stipulated, the panel member next scheduled to sit will be appointed by the parties.

- ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 24 - TERM OF AGREEMENT

24.01 This Agreement shall be effect from April 1, 1988 and shall continue in full force and effect upyo— and including March 31, 1991. If either party desires to modify or amend this Agreement, it shall give the other party notice in writing not earlier than ninety (90) days before the expiry date of its election to do so.

Signed at Toronto, Ontario this 1 day of June, 1990.

FOR THE HOME

Alan K...
Alan K...

FOR THE ASSOCIATION

Joan Smith RN
Sheila Beane RN
Z. ... ERD.

MEMORANDUM OF AGREEMENT

between the

ONTARIO NURSES' ASSOCIATION

and

KENNEDY LODGE NURSING HOME LTD.

The parties agree that the roster of Chairpersons for the independent Assessment Committee as provided in Article 23 of the Collective Agreement shall be:

- 1. Ms. Myrtle Kutschke, Associate Professor Laurentian University Sudbury, Ontario
- 2. Ms. S. Murray, Dean of Continuing Education Algonquin College Ottawa, Ontario
- 3. Ms. M. Hunt, Patient Care Co-ordinator, Psychiatric Unit McMaster University, Hamilton, Ontario.
- 4. Ms. D. Wylie, Vice-President Nursing, Toronto General Hospital Toronto, Ontario.
- 5. Ms. M. L. Peart, Director of Nursing, St. Joseph's Hospital Hamilton, Ontario

- or any other person mutually agreed to by the parties.

The selection of the Chairperson shall be in rotation in numerical order, commencing with number 1 above.

Signed at Toronto, Ontario this 1 day of June, 1990.

FOR THE HOME

[Signature]

[Signature]

FOR THE ASSOCIATION

[Signature] ERO

[Signature]

LETTER OF UNDERSTANDING

between

Ontario Nurses' Association

and

Kennedy Lodge Nursing Home Ltd

Re: Job Sharing

The parties hereby agree to discuss job sharing during the term of this Collective Agreement. Either party may initiate such discussion by notifying the other party of its desire to meet.

Dated at Toronto, Ontario this 1 day of June, 1990

FOR THE HOME

[Signature]
[Signature]

FOR THE ASSOCIATION

[Signature] ERD
[Signature]
[Signature]

SCHEDULE "A"

THE LABOUR RELATIONS ACT
BEFORE **THE** ONTARIO LABOUR RELATIONS BOARD

Between:

Ontario Nurses' Association,

Applicant,

- and -

Kennedy Lodge Nursing Home,

Respondent.

CERTIFICATE

Upon the application of the applicant and in accordance with the provisions of The Labour Relations Act, THIS BOARD DOETH CERTIFY Ontario Nurses' Association as the bargaining agent of **all** registered and graduate nurses employed in a nursing capacity at Kennedy Lodge Nursing Home, Scarborough, Ontario, regularly employed for not more than twenty-four hours per week.

This certificate is to be read subject to **the** terms of the Board's decision(s) in this matter and, accordingly, **the** bargaining unit described herein is to be read subject to any qualifications referred to in the said decision(s) of the Board.

DATED at Toronto this 20th day of March, 1978.

ONTARIO LABOUR RELATIONS BOARD

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

SCHEDULE "B"

Between:

Ontario Nurses' Association,

Applicant,

- and -

Kennedy Lodge Nursing Home,

Respondent.

CERTIFICATE

Upon the application of the applicant and in accordance with the provisions of The Labour Relations Act, **THIS BOARD DOBTH CERTIFY** Ontario Nurses' Association, as the bargaining agent of all registered and graduate nurses employed in a nursing capacity at Kennedy Lodge Nursing Home, Scarborough, Ontario, save and except shift supervisors and those above the rank of shift supervisor, and persons regularly employed for not more than twenty-four hours per **week**.

This certificate is to be read subject to the terms of the Board's decision(s) in this matter and, accordingly, the bargaining unit described herein is to be read subject to any qualifications referred to in the **said** decision(s) of the Board.

DATED at Toronto this 12th day of May, 1978.

ONTARIO LABOUR RELATIONS BOARD