

COLLECTIVE AGREEMENT

Between:

SUNBEAM COMMUNITY & DEVELOPMENTAL SERVICES
(hereinafter referred to as "Sunbeam")

And:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

Expiry: March 31, 2025

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between Sunbeam and the nurses concerned and to provide for the prompt disposition of grievances, to establish and maintain satisfactory working conditions, hours of work and wages for all nurses within the Bargaining Unit.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Union has been certified by the Ontario Labour Relations Board as the bargaining agent for two (2) groups of nurses as hereinafter more particularly described in Articles 2.02 (Full-Time Bargaining Unit) and 2.03 (Part-Time Bargaining Unit) and it is the intention of the parties that such Bargaining Units shall continue to exist separately one from the other and that nothing in this document shall be construed so as to merge such units. In accordance with such intention this document shall be deemed to be two (2) Agreements, one between Sunbeam and the Union as bargaining agent for those nurses referred to in Article 2.02 and one between Sunbeam and the Union as bargaining agent for those nurses referred to in Article 2.03.
- (b) When construing this document with respect to the Full-Time Bargaining Unit all necessary changes shall be deemed to have been made so as to include only those provisions specifically relating to all nurses generally and those provisions specifically relating to the Full-Time nurses in the Agreement between such Full-Time nurses and Sunbeam. For greater certainty the following provisions of this document shall be deemed to be in such Agreement: all provisions except Article 13.02, 16.06 d) & e), 16.13 a) iv) & b), 18.02 b), 19.06, 20.06 b) and 26.01. The other provisions of this document may be referred to assist in the interpretation and understanding of such Full-Time Agreement.
- (c) When construing this document with respect to the Part-Time Bargaining Unit all necessary changes shall be deemed to have been made so as to include only those provisions specifically relating to all nurses generally and those provisions specifically relating to the Part-Time nurses in the Agreement between such Part-Time nurses and Sunbeam. For greater certainty the following provisions of this document shall be deemed to be in such Agreement: all provisions except Articles 13.01 a), 16.06 a), b) & c), 18.02 a), 19.01, 19.03, 19.04, 19.05, 20.01, 20.02, 20.03, 20.04, 20.05, 20.06 a), 21.01, 22.01 a)-f), 22.02 and 22.04. The other provisions of this document may be referred to assist in the interpretation and understanding of such Part-Time Agreement.

- 2.02 Full-Time Bargaining Unit - Sunbeam recognizes the Ontario Nurses'

Association as the bargaining agent of all registered and graduate nurses employed in the nursing capacity by Sunbeam Community & Developmental Services at Kitchener, save and except the Residential Life Supervisor, persons above the rank of Residential Life Supervisor and persons regularly employed for not more than twenty-four (24) hours per week.

- 2.03 Part-Time Bargaining Unit - Sunbeam recognizes the Ontario Nurses' Association as the bargaining agent of all registered and graduate nurses employed in a nursing capacity by Sunbeam Community & Developmental Services at Kitchener for not more than twenty-four (24) hours per week save and except the Residential Life Supervisor and persons above the rank of Residential Life Supervisor.

Note: Effective May 26, 2022, the parties agreed that the "Residential Life Supervisor" has been changed to "Nurse Manager/Community Living Supervisor".

- 2.04 All references to officers, representatives and committee members of the Union in this Agreement shall be deemed to mean officers, representatives and committee members of the Union's bargaining unit. All correspondence sent by Sunbeam to the Union shall be sent to such bargaining unit.

- 2.05 (a) Nurses who are in supervisory positions excluded from the bargaining unit shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or reduction in benefits to nurses in the bargaining unit. It is recognized that Nurses in supervisory positions excluded from the bargaining unit may perform duties normally performed by those employees covered by this Agreement for the purposes of instruction or in emergencies.
- (b) Sunbeam shall not contract out the work of a bargaining unit nurse if, as a result of such contracting out, any bargaining unit nurse other than a casual part-time nurse is laid off, displaced or loses hours of work or pay. Prior to contracting out any available work, Sunbeam will first offer the work on the basis of seniority to regular part-time nurses in the bargaining unit. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illnesses or leaves of absence.

ARTICLE 3 – DEFINITIONS

- 3.01 (a) A registered nurse is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the Regulated Health Professions Act, and the Nursing Act.

- (b) A nurse who holds a Temporary Class Certificate of Registration in accordance with the Nursing Act, 1991 and its Regulations must obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration. If the nurse fails to obtain her or his General Class Certificate of Registration prior to the expiry of her or his Temporary Class Certificate of Registration, but in any case not longer than six (6) months from her or his date of receipt of Temporary Certificate of Registration, she/he will be deemed to be not qualified for the position of registered nurse and she/he will be terminated from the employ of the employer. Such termination shall not be the subject of a grievance or arbitration.
- (c) A Full-Time nurse shall mean a nurse who is regularly employed on an average of thirty-seven and a half (37.5) hours per week calculated over Sunbeam's schedule.
- (d) A Modified Full-Time nurse is one who occupies a position which has pre-determined permanent hours totalling more than 24 hours, but less than 37.5 hours, per week. Such nurses are entitled to full-time benefits as per the terms of the Collective Agreement.
- (e) A Regular Part-Time nurse is one who has made a commitment to Sunbeam to be available for work on some pre-determined basis and in respect of whom there is pre-determined scheduling.
- (f) A Casual Part-Time nurse is one who works on a relief or call-in basis. Subject to 16:18 a) ii).

ARTICLE 4 – NO DISCRIMINATION

4.01 Sunbeam and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by any of their representatives with respect to any nurse because of membership or non-membership in the Union, and that there will be no Union activity or solicitation for membership on Centre premises except with the written permission of Sunbeam or as specifically provided in this Agreement.

4.02 It is agreed that there will be no discrimination by either party or by any of the nurses covered by this Agreement on the basis of race, creed, colour, ethnic origin, place of origin, sex, sexual orientation, marital status, family status, age, ancestry, citizenship, disability, gender identity, gender expression, record of offences or any other factor which is not pertinent to the employment relationship.

NOTE: Sunbeam and the Union recognize their duty under the Ontario Human Rights Code and shall interpret this Collective Agreement to reflect such.

4.03 Sunbeam and the Union recognize their joint duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.

4.04 Workplace and Sexual Harassment

- (a) "Workplace Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome. ref: *Ontario Human Rights Code, Sec. 10 (1)*.
- (b) "Workplace Sexual Harassment" means engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender expression where the course of comment or conduct is known or ought reasonable to be known to be unwelcome. Sexual harassment includes making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the work and the person knows or ought reasonably to know that the solicitation or advance is unwelcome. Ref: *Occupational Health and Safety Act, Sec. 1 (1)*.

The Union and Employer support the right of individuals to a work environment free from harassment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability. As such, conduct which can be construed as workplace and/or sexual harassment will not be condoned and may result in loss of employment.

It is important to recognize that harassment is a serious violation of one's human rights and, where harassment is found to have occurred, may have a major impact on the life and career of both the victim and the violator. Consequently it is important that the rights of all parties to the situation are protected and that the matter is investigated in a confidential manner.

If an employee believes, or is concerned that they are the target of workplace or sexual harassment they are to tell the harasser very clearly what specific behaviour is not welcome. This will allow the alleged harasser an opportunity to respond to and understand the concerns. This will also allow an opportunity to clarify whether there are any misconceptions about the unwelcome behaviour. An employee will need to document the events, complete with times, dates, locations, witnesses and details. If an employee is uncomfortable with this first step, or the unwelcome behaviour continues, then consult Sunbeam's Harassment Policy contained in the "Human Resources" manual.

An employee who believes that they have been harassed, contrary to this provision shall be encouraged by both parties to follow the Employer's policy on harassment and process. Failing resolution, an employee may follow the process set out in the Grievance and Arbitration procedure in Article 11 of the Collective Agreement. The employee shall be encouraged by both parties to exhaust these processes prior to filing a complaint with the Ontario Human Rights Commission.

4.05 Violence in the Workplace

- (a) The Union and the Employer support the right of individuals to an environment free from violence. Violence shall be defined as any incident in which an individual is abused, threatened, assaulted, or exposed to violence in the course of their employment with Sunbeam. This includes the application of physical force, threats with or without weapons, and severe verbal abuse.
- (b) A nurse who is aware of an abusive situation shall report this immediately to their supervisor, or the on-call supervisor who will initiate an investigation into the situation. The supervisor will take every precaution reasonable in the circumstances for the protection of the worker and to rectify the situation.
- (c) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at Sunbeam-Union Committee if such incidents occurred to nurses.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

- 5.01 Sunbeam shall not cause or direct any lockout of its nurses and the Union shall not cause, direct or consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of Sunbeam during the term of this agreement. If such action should be taken by the nurses, the Union shall instruct the nurses to return to work and perform their usual duties. "Strike" or "lockout" shall bear the meaning given them in the Ontario Labour Relations Act, R.S.O. 1995 Ch. 1 (as may be amended from time to time).

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union acknowledges that it is the exclusive function of Sunbeam to:
- i) Maintain order, discipline and efficiency.

- ii) Hire, assign, retire, direct, promote, demote, classify, transfer, layoff, recall, discharge, suspend or discipline nurses, provided that a claim of discharge, suspension or discipline without just cause may be subject of a grievance and dealt with as hereinafter provided.
- iii) Determine in the interest of efficient operation and highest standard of service, job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service.
- iv) Generally to manage the operation that Sunbeam is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, methods, procedures and equipment in connection therewith.
- v) Make, enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement. Sunbeam will advise the Union Committee in advance of any new or altered rules and regulations.

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

6.03 Notwithstanding anything herein contained, in the event that in the reasonable opinion of the Chief Executive Officer, or designate, an emergency exists, nurses will work, continue to work and/or report to work as requested by the Director, Community Living Services, or designate, provided that the maximum a nurse shall be required to work under this provision without consent will be an additional four (4) hours in any day or a maximum of an additional eight (8) hours in any week over and above ordinary working hours.

ARTICLE 7 – HEALTH & SAFETY

7.01 Sunbeam and the Union agree that they mutually desire to maintain standards of safety and health in Sunbeam in order to prevent accidents, injury and occupational illness.

7.02 Sunbeam and the Union are to observe good safety practices at all times and to draw without delay to the attention of the nurse's immediate Supervisor any unsafe practices or safety hazard which might be observed.

7.03 Recognizing its responsibilities under the *Occupational Health and Safety Act* Sunbeam agrees to accept as a member of its Joint Occupational Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst Bargaining Unit employees. The ONA Union rep may receive certification training within the first year on the Committee.

- 7.04 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.
- 7.05 The parties fully endorse the responsibilities of employer and employee under the *Occupational Health and Safety Act*, making particular reference to the following:
- The employer shall take every precaution reasonable in the circumstances for the protection of a worker. [*Occupational Health and Safety Act*, s. 25(2)(h)].

ARTICLE 8 – UNION REPRESENTATION

- 8.01 Sunbeam shall recognize the following representatives of the Union:
- (a) Negotiating Committee which shall be composed of two (2) Union members and whose duties shall be to negotiate renewal Agreements.
 - (b) Grievance Committee which shall be composed of two (2) Union members.
- 8.02 The Union will provide Sunbeam with the names of its officers and committee members. This list will be revised when changes occur.
- 8.03 Sunbeam shall pay officers, nurse representatives and committee members their respective salaries due from Sunbeam for all time spent during their regular working hours investigating and/or processing grievances, negotiating renewal of this Agreement and while attending meetings with Sunbeam. In addition, members of the Negotiating Committee who are scheduled to work on the day of negotiations shall not be expected to report for work.
- 8.04 The Union agrees that Union representatives have regular duties which must be performed and that representatives shall not leave their regular duties for the conduct of Union business without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld, and before resuming regular duties, the representative shall report to the On-Call Supervisor if the immediate supervisor, or designate, is unavailable.
- 8.05 There shall be a Centre-Union Committee comprised of two (2) representatives of the Union and two (2) representatives of Sunbeam, one (1) of whom shall be the Chief Executive Officer or appointee. The membership of this Committee may be expanded by mutual consent. The function of the Committee shall be to discuss matters of mutual concern to

the parties, for example scheduling and recruitment of registered nursing staff, it is understood and agreed that the committee shall not discuss grievances.

The Committee shall meet at convenient times on an informal basis at a minimum of once every two (2) months.

ARTICLE 9 – PROFESSIONAL RESPONSIBILITY

9.01 In the event that Sunbeam assigns a number of residents or a workload to an individual nurse (or group of nurses) such that the nurse(s) have cause to believe that the nurse(s) are being asked to perform more work than is consistent with proper resident care, the nurse(s) may:

- (a) i) complain in writing to Sunbeam-Union Committee within five (5) calendar days of the alleged improper assignment.
- ii) The Chairperson of Sunbeam-Union Committee shall convene a meeting of Sunbeam-Union 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. The parties agree to utilize the Ontario Nurses' Association's existing Professional Responsibility Complaint/Improper Workload Assignment Form and/or its electronic version to document workload complaints. The Union agrees to work collaboratively with the Employer to create a legend for concurrent use with the PRC form that will reflect Sunbeam/sectoral terminology.

Sunbeam will provide a written response to the Union, with a copy to the Labour Relations Officer within ten (10) calendar days of the Central-Union Committee meeting.

- iii) Failing resolution of the complaint within five (5) calendar days of receipt of the written response from Sunbeam, 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 Sunbeam and one (1) chosen from a panel of two (2) independent registered nurses (APPENDIX "B") who are well-respected within the profession and who shall act as Chairperson.
- iv) Prior to the complaint being forwarded to the Independent Assessment Committee, the Union may forward a written report outlining the complaint and recommendations to the Chief Executive Officer of Sunbeam.

- v) 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 assess the merits of the complaint. The Assessment Committee shall report its decision in writing to the parties within fourteen (14) calendar days following completion of its hearing.
- (b)
 - i) The parties shall select a panel of two (2) independent registered nurses who are well respected within the profession. The members of the panel shall sit in a rotation agreed upon by the parties. If a 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.

Note: The timelines within this article may be extended by mutual agreement of the parties. Such agreement shall not be unreasonably withheld.

9.02 Orientation

Sunbeam recognizes the need for an orientation program. The contents of such program will be determined by Sunbeam.

9.03 Before assigning a newly hired nurse in charge of any area, Sunbeam will first provide orientation both to Sunbeam and to such area. It is understood that such orientation program will be in accordance with any scheduling practice contained in this Agreement.

9.04 Nurses recalled from layoff under Article 13.05 (a), nurses whose probationary period has been extended under Article 13.06 (a), nurses who are transferred on a permanent basis and nurses returning from leave of absence may be provided orientation as determined necessary by Sunbeam. A request by such a nurse for orientation shall not be unreasonably denied.

9.05 The delegation of Added Nursing Skills and Sanctioned Medical Acts (Special Procedures) to nurses shall be in accordance with guidelines established by the College of Nurses from time to time and any approved Centre policy related thereto.

9.06 When a nurse is on duty and authorized to attend any in-service program within Sunbeam and during her or his regularly scheduled working hours the nurse shall suffer no loss of regular pay. When a nurse is required by

Sunbeam to attend courses outside of her or his regularly scheduled working hours, the nurse shall be paid for all time spent in attendance on such courses at her or his regular straight time hourly rate of pay.

- 9.07 Nurses may be required, as part of their regular duties, to supervise the activities of students in accordance with the current College of Nurses of Ontario *Practice Guideline — Supporting Learners*. Nurses will be informed in writing of their responsibilities in relation to these students.

Any information that is provided to Sunbeam by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students.

ARTICLE 10 – UNION SECURITY

- 10.01 Sunbeam will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union which must be expressed in dollar amounts in monthly rates. For new employees, dues deducted will commence with the first pay period following date of hire on which dues are normally deducted (first pay of each month). The deduction period for a part-time nurse may be extended where the nurse does not receive any pay in that particular month.

Where a nurse has no dues deducted during the payroll period from which dues are normally deducted, that deduction shall be made in the next payroll period provided the nurse has earnings in the next payroll period.

If the failure to deduct dues results from an error by Sunbeam, then, as soon as the error is called to its attention by the union, Sunbeam shall make the deduction in the manner agreed to by the parties.

- 10.02 The Union shall notify Sunbeam in writing of the amount of such dues from time to time. Sunbeam will send to the Ontario Nurses' Association its cheque monthly for the dues so deducted along with a list of names of the nurses from whose pay deductions have been made. Such list shall also indicate additions and deletions of the names of the nurses in the current month's list as compared to the previous month's list together with an indication of the reason for such change. The social insurance number and addresses of all nurses shall be forwarded to the Ontario Nurses' Association at least once a year and in addition shall be indicated at the time dues are first deducted for a nurse.
- 10.03 The Union shall hold Sunbeam harmless with respect to all dues so deducted and remitted and with respect to any liability which Sunbeam might incur as a result of such deduction and remittance.
- 10.04 The Employer shall provide each employee with a T4 Supplementary Slip showing the dues deducted in the previous year for income tax

purposes.

- 10.05 Sunbeam shall allow a bargaining unit representative approximately fifteen (15) minutes without loss of pay, to interview new employees during that new employee's orientation sessions.

ARTICLE 11 – COMPLAINTS AND GRIEVANCES

- 11.01 Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or the Union may present a complaint at any time without recourse to the formal written procedures herein described.
- 11.02 A nurse may lodge a complaint or grievance if the nurse feels that Sunbeam has acted contrary to this Agreement in regard to its interpretation, application, administration or alleged violation, or feels unfairly disciplined or discriminated against.
- 11.03 In all steps of this complaint and grievance procedure an aggrieved nurse, if desired, may be accompanied or represented by a Union representative. The Bargaining Unit President shall receive his/her regular pay for regularly scheduled working hours lost due to attendance at grievance meetings for which permission has been granted with representatives of the Employer whether on or outside the Employer's premises. These meetings shall be scheduled during the Bargaining Unit President's regular scheduled hours of work whenever feasible.
- (a) A nurse shall lodge a verbal complaint with the Director, Community Living Services not later than seven (7) working days following the event giving rise to the complaint or when the nurse first becomes aware or is advised of a matter giving rise to a grievance. The Director, Community Living Services shall give the nurse a reply within seven (7) working days of receipt of the verbal complaint and if the reply is unsatisfactory to the nurse, then the nurse may resort to the formal grievance procedure.
- (b) The formal written procedure shall be as follows:
- STEP #1 - If the verbal discussion with the nurse's Director, Community Living Services is not satisfactory to the nurse concerned, then the grievance shall, within seven (7) working days, be reduced to writing, dated and signed and presented to the Director, Community Living Services or designate. The Director, Community Living Services or designate will meet with the Local Grievance Committee to discuss the grievance at a time and place suitable to both parties. Within seven (7) working days following such meeting, the Director, Community Living Services or designate

shall give the reply in writing to the Bargaining Unit President. If the reply is not satisfactory to the nurse or Union representative, Step #2 may be followed.

STEP #2 - Failing a satisfactory settlement under Step #1, the grievance may, within seven (7) working days following the reply, be referred to the Chief Executive Officer or designate. Within seven (7) working days after a grievance has been referred, the Chief Executive Officer or designate will meet with the Grievance Committee to discuss the grievance. Either party may have representatives or consultants attend this meeting. A written reply to the grievance will be given within seven (7) working days after this meeting is held. If such reply is not satisfactory to the nurse and/or the Union the grievance may be referred to arbitration.

11.04 Discharge, Discipline and Suspension

Sunbeam agrees that where a nurse is required to attend a meeting with Sunbeam, as a good labour relations practice, it will inform the nurse in advance if the meeting may lead to disciplinary action and her or his right to union representation in advance of the meeting.

Sunbeam, prior to issuing a written warning, discharging or suspending a nurse, shall inform the nurse of the right to have an Union representative present at the time of notification of such warning, suspension or discharge and shall submit within two (2) working days, in writing to the nurse and to the Union the reason for such action. Should a grievance arise from such discharge, warning or suspension it shall proceed directly to Step #2 of the grievance procedure and must be presented in writing, dated and signed within seven (7) working days following receipt by the nurse and the Union of the written reasons for such warning, suspension or discharge. Such warning, discharge or suspension grievances may be settled by confirming Sunbeam's action, reinstating the nurse in the nurse's former position without loss of seniority rating and with full compensation for time and benefits lost; or any other arrangements which are satisfactory in the opinion of the parties or in the opinion of a board of arbitration should this matter be referred to such a board. Such a warned, discharged or suspended nurse will have an opportunity to interview an Union representative before leaving Sunbeam's premises or if no such representative is then readily available, during the next shift during which such a representative is available.

11.05 Time Limits

- (a) The time specified in Article 11 may at any time whether before or after an event be extended or abridged by mutual consent of Sunbeam and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

- (b) Saturdays, Sundays and paid holidays shall not be considered working days and will not be counted in determining the time in which any action is to be taken or completed in any steps of the grievance or arbitration procedures.
- (c) If no reply is received by the grievor and/or the Grievance Committee at any step of the grievance procedure within the given time limits, the grievance may be referred to the next step.

- 11.06
- (a) Policy Grievance - This shall be defined as a grievance arising directly between Sunbeam and the Union concerning interpretation, application or alleged violation of this Agreement. This grievance shall proceed directly to Step #2 within ten (10) working days following the circumstances giving rise to the grievance.
 - (b) Group Grievance - In the event of a grievance common to a group of nurses, the Union may file a group grievance on behalf of such a group commencing at Step #2 of the grievance procedure within seven (7) working days following the circumstances giving rise to the grievance.

11.07 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of Sunbeam and the representatives of the Union will be final and binding upon Sunbeam and the Union and the nurses.

11.08 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. If no written request for arbitration is received within twenty-eight (28) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the chairperson.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within the time limited, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party. The arbitration board shall

hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any nurse or employer affected by it. The decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.

- 11.09 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.10 The arbitration board shall not make any decision inconsistent with the provisions of this Agreement nor shall it alter, modify or amend any part of this Agreement.
- 11.11 The arbitration board shall make such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by Sunbeam relating to the grievance then before it.
- 11.12 Each party shall bear the cost of its own appointee and any expense incurred by reason of the appointment of the third arbitrator shall be borne equally by the parties.
- 11.13 The time limits in the grievance and arbitration provisions are mandatory and Section 48 (16) of the Labour Relations Act shall not apply. However, the time limits may be extended by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

ARTICLE 12 – ACCESS TO FILES

- 12.01 A copy of any completed evaluation which is to be placed in a nurse's file shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add views to such evaluation prior to it being placed in a file. Each nurse shall have reasonable access to the file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the supervisor. A copy of the evaluation will be provided to the nurse at the nurse's request.
- 12.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse fifteen (15) months following the receipt of such letter, suspension or other sanction provided that the nurse's record has been discipline free for such fifteen (15) month period.

ARTICLE 13 – SENIORITY

- 13.01 (a) Seniority is defined as the length of continuous service in Sunbeam

since the last date of hire.

- (b) Sunbeam shall post and supply seniority lists to the Union every six months, as of the last pay period of September and March. If the position of the nurse on the seniority list is not challenged within thirty (30) days from the date of its posting, such list shall be final and not subject to complaint.
- (c) For the purpose of this Agreement, the expression "continuous service" shall mean the period during which a nurse has been continuously in the employ of Sunbeam since the last date of hiring. Lost time in excess of thirty (30) days as a result of unpaid illness or leave of absence shall not be used in computing a nurse's continuous service, except as expressed in Articles 13 and 14 for Pregnancy/ Parenting Leave.

13.02 A Part-Time nurse shall accumulate seniority on the basis of one (1) year for each fifteen hundred (1500) hours worked.

13.03 A nurse whose status is changed from Part-Time to Full-Time or vice versa shall retain full seniority converted on the basis of fifteen hundred (1500) hours of Part-Time seniority equalling one (1) year of Full-Time seniority.

For the purpose of this clause, a nurse who so transfers will be given credit for paid hours accumulated since the date of last advancement. A nurse in either Bargaining Unit can exercise seniority rights calculated on the above basis, to apply for positions in either the Full-Time or Part-Time units.

- 13.04 (a) In all cases of transfer, demotion or promotion in the Bargaining Unit, the following factors shall be considered:
- i) performance, ability and experience;
 - ii) seniority.

Where the qualifications of factor (i) are relatively equal, factor (ii) shall govern.

However, if senior applicants are refused a position, they will, if requested, be granted an opportunity to discuss with the Director, Residential and Professional Services the reason(s) for such refusal.

- (b) In the case of a vacancy in the bargaining unit, except a temporary vacancy anticipated to last less than sixty (60) calendar days, the Employer will post in Sunbeam a notice of such vacancy in order that any interested full-time or part-time nurse may make written application during the posting period. Each posting shall be for seven (7) calendar days, prior to filling the position. A copy of such notice shall be sent to the Bargaining Unit President. At the time of

posting the Employer will also send a notice of the job posting to all members of the bargaining unit on the Employer's internal e-mail list for all nurses. The name of the successful applicant shall be posted by the Employer. Unsuccessful applicants will be notified in writing.

- (c) At its discretion, the Employer may fill a vacancy, which is not expected to exceed sixty (60) calendar days, with a single nurse (as opposed to distributing the shifts as per part-time scheduling regulations in the Collective Agreement). In filling such vacancy, consideration shall be given to the regular part-time nurses, in the bargaining unit, on the basis of seniority who are qualified to perform the work in question, prior to considering casual part-time nurses. Casual part-time nurses shall also be considered on the basis of seniority if qualified to perform the work in question when they are considered for such vacancy.

When regular part-time nurses fill such a position, their regular part-time hours will then be distributed as per the part-time scheduling regulations. Unless the absence is expected to be of two weeks or more in length, at which time the Employer may elect to fill such temporary vacancy with a single replacement nurse through an Employer initiated transfer.

- (d) When part-time nurses fill temporary full-time vacancies, such nurses shall be considered part-time and shall continue to be covered by the terms of the part-time collective agreement.
- (e) A nurse may make a written request for transfer by advising Sunbeam and filing a Request for Transfer form with Human Resources indicating their name, qualifications, experience, present assignment, seniority, and requested assignment. A Request for Transfer shall become active as of the date it is received by Sunbeam and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.
- (f) The job posting requirements apply, prior to the exercise of recall rights by laid off nurses and notwithstanding the existence of layoff notices, subject to Article 13.05(d).
- (g) A nurse who fills a temporary vacancy shall be returned to their former position, unless said position has been discontinued, upon completion of their temporary assignment. In this case the nurse may exercise their bumping rights under Article 13.05.

13.05 Layoff and Recall

Where there is a reduction in the workload, a cutback in services, or a bed cutback which will result in the displacement of a nurse from her or his area of assignment or layoff of nurses of a temporary, long-term or permanent nature, the following will apply:

- (a) Sunbeam will provide the Union with as much notice as is practical in the circumstances for all temporary lay-offs anticipated to be less than thirteen (13) weeks duration. Sunbeam will provide the Union with no less than thirty (30) calendar days' notice for all temporary layoffs anticipated to exceed thirteen (13) weeks duration, but less than six (6) months duration. In the event of a long term (in excess of six months duration) or permanent layoff, Sunbeam will provide the Union and the nurse with no less than 90 days' notice.

In all cases of layoff the notice period to the Union is not in addition to required notice periods for individual nurses.

- (b) Sunbeam will meet with the Union to review the following:
- i) the reasons causing the layoff;
 - ii) the service which Sunbeam will undertake after the layoff and the expected duration of the layoff;
 - iii) the method of implementation including the areas of cut-back and the nurses to be laid off; and
 - iv) the effect on nurses in the Bargaining Unit.
- (c) Any agreement between Sunbeam and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a representative of the Union shall not delay any meeting regarding layoffs or staff reductions.
- (d) Where a permanent vacancy occurs in a position following a layoff hereunder as a result of which a nurse has been transferred to another position or laid off, the affected nurse will be offered the opportunity to return to the nurses former position of either full-time or part-time, whichever category she or he was laid off from, providing such vacancy occurs within six (6) months of the date of layoff. Where the nurse returns to her or his former position there shall be no obligation to consider the vacancy under Article 13.04. Where the nurse refuses the opportunity to return to her or his former position the nurse shall advise Sunbeam in writing in which case the position shall be posted in accordance to Article 13.04.

- (e) In the event of a layoff, nurses shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary nurses shall be first laid off.
- (f) Casual part-time nurses shall not be utilized (subject to 13.05 (m)) while full-time or regular part-time nurses remain on layoff unless said nurses are unqualified for, unavailable for, or refuse the available work.
- (g) A nurse who has been notified of a layoff may:
 - i) accept the layoff; or
 - ii) elect to transfer to a vacant position, either full-time or part-time, provided that she or he is qualified to perform the available work; or
 - iii) displace another nurse who has lesser bargaining unit seniority and whose work the nurse subject to layoff is able and qualified to perform.
 - iv) opt to retire or sever under the terms of the (1) & (2) below:
 - (1) At the time of issuing notice of long term layoff, the Employer will offer early retirement allowance to a sufficient number of nurses eligible for early retirement under the Employer's pension plan, in order of seniority, to the extent that the maximum number of nurses in either full-time or regular part-time status who elect early retirement is equivalent to the number of nurses who would otherwise be subject to layoff under Article 10.07.

A nurse who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.
 - (2) Where a nurse has received individual notice of long-term layoff, such nurse may resign and receive a separation allowance as follows:
 - i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a

maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.

- ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

Note: The cancellation of all or part of a single scheduled shift shall not constitute a layoff and shall be dealt with under Articles 16.07 (b) and 17.02 respectively.

- (h) A 'vacant position' shall mean a position for which the posting process has been completed and no successful applicant has been appointed from within the bargaining unit.
- (i) Recall of nurses from layoff shall be made on the basis of seniority, unless otherwise agreed between Sunbeam and the Bargaining Unit, provided that a nurse recalled is qualified to perform the available work.
- (j) Seniority lists for layoff and recall rights of part-time nurses shall be separate from full-time nurses.
- (k) No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union.
- (l) No new nurses shall be hired until all nurses on layoff, who are qualified to perform the available work, have been given an opportunity to return to work.
- (m) Laid off nurses are to notify Sunbeam of their interest in accepting temporary vacancies which may arise and for which they are qualified. Such notification of interest shall state any restrictions on the type of assignment which a nurse is willing to accept, and shall remain valid for six weeks. However, if a nurse declines a temporary vacancy more than five (5) times Sunbeam shall not be obliged to call upon the nurse again during the balance of such six-week period unless the nurse has declined for bona fide reasons.

- i) Temporary vacancies arising from full-time positions which are anticipated not to exceed five shifts (37.5 hours) shall first be offered to full-time laid off nurses who have expressed interest, then to regular part-time nurses according to the terms of the Collective Agreement, then to regular part-time nurses on layoff according to seniority who have expressed interest before such shifts are offered to casual part-time nurses.
 - ii) Temporary vacancies arising from full-time positions which are anticipated to exceed five (5) scheduled shifts up to forty-two (42) calendar days shall first be offered to full-time nurses on lay-off who have expressed interest, then regular part-time nurses according to the terms of the Collective Agreement, then regular part-time nurses on layoff who have expressed interest before such shifts are offered to casual part-time nurses.
 - iii) Temporary vacancies arising from regular part-time positions which are anticipated not to exceed five shifts (37.5 hours) shall first be offered to regular part-time nurses according to the terms of the Collective Agreement, then to regular part-time nurses on layoff, who have expressed interest then to full-time nurses on layoff who have expressed interest before such shifts are offered to casual part-time nurses.
 - iv) Temporary vacancies arising from regular part-time positions which are anticipated to exceed five scheduled shifts up to forty-two (42) calendar days shall first be offered to regular part-time nurses on layoff who have expressed interest, then to full-time nurses on layoff who have expressed interest, then to regular part-time nurses according to the terms of the Collective Agreement before such shifts are offered to casual part-time nurses.
 - v) Full-time or part-time temporary vacancies known to be at least forty-two calendar days or more and those temporary vacancies in 13.05 (m) ii) and 13.05 (m) iv) which exceed forty-two (42) calendar days shall be posted according to Article 13.04.
 - vi) For the purposes of this article, a vacancy is an assignment which is caused due to illness, injury, or leave of absence, but does not include statutory holidays or vacation time, or bereavement leave of absence.
- (n) A nurse to whom a temporary vacancy is offered may accept or decline such vacancy and in either case shall maintain her or his position on the recall list (subject to 13.05 (m)). Acceptance of a

temporary vacancy shall not constitute a recall from layoff unless the temporary vacancy exceeds sixty (60) calendar days. A full-time nurse on layoff who accepts a temporary vacancy shall be paid his or her regular full-time rate of pay together with a percentage payment in lieu of benefits at the rate specified for part-time nurses at Sunbeam; a full-time nurse who has worked for more than 600 hours in 140 calendar days as the result of accepting one or more temporary vacancies shall thereafter be eligible for benefit coverage as a full-time nurse and shall be paid accordingly, and shall continue to receive benefit coverage so long as she or he continues to fill a temporary vacancy or the nurse may choose to continue with the percentage in lieu of benefits.

- (o) Nurses who are on layoff may continue to participate in the Extended Health Care Plan and Dental benefits at their request, provided that they make arrangements with the Employer to assume the total cost of the premiums, effective the first of the month following layoff. This arrangement may continue for a maximum of twelve (12) months from the date of the first premium payment.

13.06 (a) The probationary period for nurses shall be four hundred and fifty (450) hours worked. With the written consent of the probationary nurse, Sunbeam and the Bargaining Unit President or designate, the probationary nurse's period of probation may be extended. If Sunbeam finds such a nurse's performance to be unsatisfactory during this period, Sunbeam in its discretion may terminate such nurse.

- (b) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:

- i) Approved leave of absence with pay.
- ii) Approved leave of absence without pay for a maximum of seven (7) calendar days.
- iii) When in receipt of sick leave benefits or Workplace Safety and Insurance Benefits, for so long as they remain an employee.
- iv) When on pregnancy/parental leave of absence.

- (c) Seniority shall be retained but not accumulated when a nurse is absent from work on an approved leave of absence without pay for a period in excess of thirty (30) calendar days, including layoff.

13.07 A nurse shall lose all seniority and employment shall be conclusively deemed to have been terminated for any of the following causes:

- (a) Voluntary termination of employment.
- (b) Discharge for just cause not reversed under the grievance procedure of this Agreement.
- (c) Failure to return to work within seven (7) days of the mailing of a registered letter containing a request to return to work after a lay-off addressed to the nurse at the address as shown on Sunbeam's records; Sunbeam may extend such period of seven (7) days if, in the opinion of Sunbeam, the nurse has given satisfactory reason for failure to return to work.
- (d) Absence from work for three (3) consecutive regular working days unless such absence is caused by reasons beyond the control of the nurse.
- (e) Failure to return to work without reasonable excuse at the expiration of a leave of absence.
- (f) Acceptance of other regular employment while on leave of absence unless such leave was granted for that purpose.
- (g) If a nurse is laid off and has not been recalled to work within twenty-four (24) consecutive months of lay-off.
- (h) If because of illness or injury the nurse has not worked for Sunbeam for a period of twenty-four (24) months.

Note: This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

13.08 It shall be the duty of the nurse to notify the Director, Community Living Services, or designate, in writing promptly of any change in address. If the nurse fails to do this, Sunbeam will not be responsible for failure of a notice sent by registered mail to reach such nurse.

13.09 A nurse who is transferred to a position outside of the Bargaining Unit shall accumulate seniority for three (3) months, thereafter retain, but not accumulate seniority for an additional nine (9) months. In the event the nurse is returned to a position in the Bargaining Unit, the nurse shall be credited with the seniority held at the time of transfer and resume accumulation from the date of return to the Bargaining Unit.

Should the nurse remain in the excluded position beyond one (1) year, she shall lose all Bargaining Unit seniority.

Should a nurse accept a temporary replacement position outside the bargaining unit for a medical leave that is known, or anticipated, to exceed one (1) year, the matter will be discussed between the parties in advance

of the commencement of the replacement beginning. Agreement of the Union will not be unreasonably withheld.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 Provided it does not interfere with the efficient operation for Sunbeam, Sunbeam may grant leaves of absence without pay.

14.02 Pregnancy Leave and Parenting Leave

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) If possible the nurse shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- (c) The nurse shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by Sunbeam at least four (4) weeks in advance thereof. The nurse shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.
- (d) Effective upon confirmation by the Employment Insurance Commission of the appropriateness of Sunbeam's Supplemental Employment Benefit (SUB) Plan, a nurse who is on pregnancy leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Sections 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the nurse's regular weekly earning and the sum of her weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following receipt by Sunbeam of the nurse's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of seventeen (17) 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.

The employee does not have any vested right except to receive

payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Parental Leave

- (a) A nurse who becomes a parent of a child is eligible to take parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) A nurse who has taken pregnancy leave is eligible to be granted parental leave in accordance with the *Employment Standards Act*. In cases of adoption, the nurse shall advise Sunbeam as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the nurse finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) On confirmation by the Employment Insurance Commission of the appropriateness of Sunbeam's Supplemental Unemployment Benefit (SUB) Plan, a nurse who is on parental leave as provided under this Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her or his regular weekly earning and the sum of her or his weekly rate of Employment Insurance Benefits and any other earnings. Such payment shall commence following receipt by Sunbeam of the employee's Employment Insurance cheque stub as proof that she or he is in receipt of Employment Insurance parental benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of ten (10) 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.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increase.

- (d) A nurse who becomes a parent of a child is eligible to take a personal leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (e) A nurse who is eligible for a parental leave who is the natural father or is an adoptive parent may extend this leave as a personal leave of absence in accordance with 14.01.
- (f) The nurse shall give Sunbeam two (2) weeks written notice of the date the leave is to begin. If the nurse wants to take less than their full leave entitlement then they are to provide Sunbeam with a written notice at least four (4) weeks before the new end date of the leave.
- (g) For the purpose of parental leave, the provisions under Pregnancy Leave (a) and (c) shall also apply.

14.03

(a) Union Leave

Leave of absence without pay for Union business will be granted subject to the efficient operation of the Employer pursuant to the following provision:

- (1) Written notice of at least two (2) weeks is given to Sunbeam where possible;
- (2) Not more than two (2) nurses at any one time be allowed such leave;
- (3) That the total number of days in any one calendar year for such leave for all nurses not exceed forty (40) days.

(b) Leave of Absence for Local Co-ordinator

Leave of absence without pay will be granted to a nurse who is elected to the position of Local Co-ordinator. Such leave shall be in addition to leave days provided for in (a) above.

Written notice for such leave is to be given to Sunbeam at least four (4) weeks in advance. Leave requirements known earlier (e.g. for ACC and PCM meetings) will be communicated as early in the year as possible.

Re-imburement to Sunbeam shall be inclusive of any overtime premiums incurred to replace the Local Co-ordinator's leave.

The Local Co-ordinator will make every effort to minimize the leave time she or he requires. Said leaves are subject to the Employer's approval, which shall not unreasonably be withheld.

(c) 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(s) of absence without loss of seniority and benefits up to two (2) years. The nurse agrees to notify the Employer of intention to return to work within two (2) weeks following termination of office.

(d) Leave of Absence, Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of the President, shall be granted upon request such leave(s) as she may require to fulfil the duties of her position. Reasonable notice sufficient to adequately allow Sunbeam to minimize disruption of its services shall be given to Sunbeam for such leave of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provided for in Article 14.04 (a) above. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by Sunbeam and the Union agrees to reimburse Sunbeam in the amount of the full cost of such salary and applicable benefits.

(e) During any leave of absence for Union business, including Union leave (Article 14.03 (a)), Local Coordinator (Article 14.03 (b)), President of the Ontario Nurses' Association (Article 14.03 (c)) Board of Directors of the Ontario Nurses' Association (Article 14.03 (d)) and leave for the President of the Ontario Nurses' Association (Article 14.03 (c)), a nurse's salary and benefits shall be maintained by Sunbeam. The Bargaining Unit (in the case of Union leave) or the Union agrees to reimburse Sunbeam in the amount of the full cost of such salary and benefits. There shall be no loss of seniority or service during any such leave of absence for Union business.

14.04 Bereavement Leave

A full-time or regular part-time nurse who notifies the Employer as soon as possible following a bereavement shall be granted a bereavement leave of absence for four (4) consecutive working days without loss of regular pay for scheduled hours, in conjunction with the day of the funeral of a member of the nurse's immediate family. "Immediate family" means parent, brother, sister, spouse of record, son, daughter, step-child. A full-time or regular part-time nurse who notifies the Employer as soon as possible following a bereavement shall be granted a bereavement leave of absence for three (3) consecutive working days without loss of regular pay for scheduled hours, in conjunction with the day of the funeral for her or his brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, grandchild.

A nurse shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle. "Spouse" for the purposes of bereavement leave will be defined as in the Family Law Act. "Spouse" for the purposes of bereavement leave will also include a partner of the same sex.

Where the nurse does not qualify under the above noted conditions, Sunbeam may nonetheless grant a paid bereavement leave. Sunbeam, in its discretion, may extend such leave with or without pay.

The part-time nurse must be scheduled to work for the above clause to apply. These three (3) scheduled days must be within seven (7) calendar days of the day of the funeral.

- 14.05 In the event that for reasons beyond the nurse's control the nurse is unable to request a leave of absence in sufficient time to obtain such leave of absence in writing prior to the commencement of the requested leave of absence, the nurse shall as promptly as practicable request such leave of absence either by telephone, electronically or in person and the Chief Executive Officer, or delegate, shall grant such requested leaves of absence as such nurse is entitled to and may grant such other leaves of absence as Sunbeam may decide provided always that such requests are made as promptly as the circumstances permit.

14.06 Education Leave

- (a) A request for Leave of Absence, without pay, for the purposes of further education directly related to the nurse's employment with Sunbeam may be made on written application by the nurse to the Director, Community Living Services.
Approval of such request may be granted by the facility Chief Executive Officer if granting of such request does not interfere with the efficient operation of the facility, and where it is agreed that such education is directly related to the nurse's employment with Sunbeam.
- (b) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars directly related to the nurse's employment at Sunbeam may be granted at the discretion of Sunbeam upon written application to the Director, Community Living Services or her designate.

14.07 Reservist Leave

An employee will be granted Reservist Leave in accordance with the *Employment Standards Act*.

14.08 Family Medical Leave

Family Medical Leave will be granted in accordance with the *Employment Standards Act*.

14.09 Domestic or Sexual Violence Leave will be granted in accordance with the *Employment Standards Act*.

ARTICLE 15 – COURT ATTENDANCE

15.01 If a full-time or regular part-time nurse 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 civil or criminal court of law or coroner's inquest in connection with a case arising from the nurse's duties at Sunbeam, the nurse shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the nurse:

- i) notifies Sunbeam immediately on the nurse's notification that she or he will be required to attend court;
- ii) presents proof of service requiring the nurse's attendance;
- iii) deposits with Sunbeam the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where a full-time nurse or regular part-time nurse is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the nurse shall be returned to that point on her or his former schedule that is considered appropriate by Sunbeam.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 A normal shift shall consist of seven and one-half (7½) consecutive hours in any twenty four (24) hour period exclusive of an unpaid one-half (½) hour meal period. In normal circumstances, there will be a reporting time of up to fifteen (15) minutes at the change of shift. Therefore, a nurse may be required to stay for up to fifteen (15) minutes following the end of the shift. This additional period of reporting time shall be considered to be part of the normal shift unless the reporting time extends beyond fifteen (15) minutes, in which case the entire period of reporting time will be considered to be overtime and will be paid in accordance with Article 16.02. The normal work week for full-time nurses shall be thirty-seven and one-half (37½) hours per week.

- 16.02 Authorized work performed in excess of seven and one-half (7½) hours in a day or one hundred and fifty (150) hours in a four (4) week period shall be considered overtime and paid for at the rate of time and one-half (1½) the basic straight time hourly rate of pay. For determination of the four (4) week period the 1st and 2nd pay of the year, then the 3rd and 4th pay of the year, etcetera shall be used. When a full time nurse is required to work on a paid holiday and she is required to work additional hours following her normal seven and one-half hour (7.5) shift on that day, she shall receive two (2) times her regular straight hourly rate for such additional hours worked. Notwithstanding the foregoing, no overtime premium shall be paid for a period of fifteen (15) minutes or less of overtime work where the nurse is engaged in reporting functions at the beginning or end of the nurse's normal shift. If the reporting time extends beyond fifteen (15) minutes, the overtime premium shall be paid for the entire period of reporting time in excess of the normal shift.
- 16.03 Nurses who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- 16.04 There shall be two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid lunch period in each shift. Sunbeam will arrange the time of such rest periods so that one (1) rest period will fall in each half (½) shift, although the exact time of the rest periods may vary in order to provide for adequate staff at all times.
- 16.05 It is understood that no full-time nurse shall be required to work more than five (5) days continuously, unless by mutual consent.
- It is understood that no part-time nurse shall be required to work more than seven (7) days continuously, unless by mutual consent.
- 16.06 Permanent straight shift scheduling will continue. Prior to changing to rotating shift scheduling the Employer shall meet with the Union prior to finalizing any plans to do so to allow for discussion and input.
- 16.07 Full-time Nurses
- (a) There will be at least sixteen (16) consecutive hours off between shifts.
 - (b) A change to the day shift following the night shift requires at least forty-eight (48) consecutive hours between such changes.
 - (c) Should a nurse work with less than sixteen (16) consecutive hours off or forty-eight (48) consecutive hours off following the night shift as above, the nurse shall be paid in premium payment for all hours worked on the next shift worked.

Part-Time Nurses

- (d) There will be at least sixteen (16) consecutive hours off between shifts.
- (e) A change to the day shift following the night shift requires at least forty-eight (48) hours between such changes.

Should a nurse work with less than sixteen (16) consecutive hours off between shifts or forty-eight (48) consecutive hours off following the night shift as above, the nurse shall be paid in premium payment for all hours worked on the next shift worked.

These sixteen (16) hour and forty-eight (48) hour premiums apply to pre-booked time. It is understood that if a part-time nurse is called in and accepts the call in; the premium payment for less than sixteen (16) or forty-eight (48) hours off will not apply. Other premium payment requirements within other terms of the Collective Agreement will continue to apply.

- 16.08 (a) Shifts scheduled and days off will be posted at least three (3) weeks in advance and shall cover a four (4) week period. Requests for specific days off are to be submitted in writing to the Director, Community Living Services, or designate, two (2) weeks before schedules are posted. Every reasonable effort will be made to fill vacant shifts prior to the posting of the schedule.

Requests for change in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or shift. It is understood that such change in days off or shift initiated by the nurse and approved by the Director, Community Living Services, or designate, will not result in overtime payment.

- (b) Every reasonable effort will be made to bring changes to the posted work schedule to the attention of the nurse. Where less than twenty-four (24) hours notice is given personally to the nurse, time and one-half (1½) of the nurse's regular straight time hourly rate will be paid for all hours worked on the first shift of the nurse's new schedule. Such changes shall not be considered a layoff.

- 16.09 Should a nurse be called in to work with less than two (2) hours' notice prior to commencement of a shift and arrive after the beginning of such shift, the nurse shall receive full payment for the shift provided that such nurse commences work at the time such nurse agreed to commence work at the time the nurse was called in to work.

- 16.10 Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement but nothing herein will disentitle the nurse to the payment of the normal shift and weekend

differential as per Article 18.06.

- 16.11 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of a nurse or change over to daylight saving from standard time and vice versa or exchange of shifts by two (2) nurses.
- 16.12 Notwithstanding anything herein contained, Sunbeam and the Union may by mutual agreement vary the provisions of this Agreement relating to scheduling, hours of work, overtime and overtime pay.
- 16.13 Nothing in this Agreement shall be construed as a guarantee of number of hours of work or of the hours of work.
- 16.14 (a) Nurses shall be scheduled off every second weekend. If, however, a nurse is required to work on that second weekend, the nurse shall be paid for the time worked on such weekend at the rate of one and one-half (1½) times the nurse's regular salary.

NOTE: A weekend shall be defined as follows:

- i) Nurses who work days (0800 - 1600 hours) on Friday commence their weekend off at 1600 hours for at least forty-eight (48) consecutive hours off.
- ii) Nurses who work evenings (1600 - 2400 hours) on Friday commence their weekend off at 2400 hours for at least forty-eight (48) consecutive hours off.
- iii) Nurses who work nights (2400 - 0800 hours) on Friday commence their weekend off at 0800 hours on Saturday for at least forty-eight (48) consecutive hours off.

** This is with the exception of the current full-time night nurse who commences a weekend off for at least forty-eight (48) consecutive hours off on Friday at 0800 hours.

- iv) Part-time nurses who are not scheduled for any tour on Friday shall be deemed to commence their weekend off at 2400 hours on Friday for at least forty-eight (48) consecutive hours off.

(b) The foregoing provision shall not apply to Part-Time nurses who request to work on a second or subsequent weekend.

- 16.15 The scheduling regulations may be waived between December 15th and January 15th, so that all nurses will receive at least five (5) 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 six (6) weeks in advance.

16.16 Part-Time Community Nurse

Where the part-time Community Nurse has worked and accumulated approved hours in excess of her regular schedule such nurse shall take equivalent time off at the straight time hourly rate.

Where such nurse has worked and accumulated approved hours for which she or he is entitled to be paid premium pay, in accordance with 16.02, such nurse shall take time off equivalent to the applicable premium rate (i.e., where the applicable rate is time and one-half (1½) then time off shall be at time and one-half (1½).

The equivalent time off must be taken within the fiscal year. If the nurse is unable to schedule the equivalent time off then payment shall be made. All equivalent time off must be approved in advance by the nurse's supervisor. Such equivalent time off may be used in conjunction with vacation or partial days off.

16.17 Regular Part-Time Nurses' Commitment

The Regular Part-Time nurse must be available to work a pre-determined schedule as required by Sunbeam eleven (11) calendar months of the year and the commitment will include the following conditions:

- i) Work every second weekend.
- ii) Available for all shifts (i.e., days, evenings, nights), up to three (3) shifts worked per week.
- iii) Available for either Christmas or New Year's. Christmas will include December 24, 25 and 26 and New Year's will include December 31 and January 1.
- iv) Work a minimum of three (3) paid holidays other than Christmas Day and New Year's Day during the year.
- v) Notify the Director, Community Living Services, or Designate, when not available.

16.18 Regular Part-Time and Casual Nurses' Scheduling

- (a) (i) Regular part-time nurses will choose, by seniority, a pre-determined schedule from the master schedule, when changes occur to the master schedule. This pre-determined schedule will be considered the nurse's regular schedule, unless such schedule is vacated due to transfer, retirement or

resignation. The shifts which are available on the master rotation will count towards the nurse's commitment as per Article 16.17.

- (ii) Upon presentation of availability, casual part-time weekend shifts will be scheduled, after regular part-time nurses. One weekend shift set (e.g. two day, evening or night shifts) per schedule will be scheduled to the casual part-time nurses if said shifts are available and based on the casual nurse's availability. Such scheduled shift will be confirmed personally via electronic method with the casual nurse. This weekend shift set will be scheduled on a rotating basis amongst all casual part-time nurses in order of seniority. This is subject to a three weekend shift set maximum per casual part-time nurse per calendar year. Notwithstanding the above, casual part-time nurses may choose to provide additional availability for weekday and weekend shifts.
- (b) All regular part-time nurses may submit to the Director, Community Living Services, or Designate a statement of preference for scheduling purposes other than noted in (a) above (i.e., additional shifts that may become available).
 - (c) Additional shifts known prior to the schedule being posted will be assigned first to regular part time nurses in accordance with seniority and equitability of hours, incorporating preference and availability and then offered to the casual part-time nurses in accordance with seniority and equitability of shifts incorporating preference and availability.
 - (d) Additional shifts which become available after the schedule is posted will first be offered to the regular part time nurses in accordance with seniority and equitability of shifts first, incorporating preference and availability except for those that become available as a result of illness only within forty-eight (48) hours of the commencement of the shift, in which case these will first be offered to the casual part time nurses in accordance with seniority and equitability of shifts incorporating preference and availability.
 - (i) If a more senior regular part-time nurse is unavailable for additional hours as per (d), then such nurse shall be offered the next available shift first as per (d) (maintaining equitable distribution of shifts), before calling the next nurse according to seniority.
 - (ii) The parties agree that hours/shifts missed while a nurse is on vacation or a leave of absence (except for Local Association Leave - Article 14.04 (a) will not be made up on the nurse's

return.

- (e) Overtime shifts which become available will be offered first to regular part-time nurses who do not have their commitment met during the four week scheduling period (twelve [12] shifts/schedule). When this obligation has been fulfilled, overtime will then be offered by seniority to all nurses (full-time, regular part-time and casual part-time) by seniority (a combined list) on a rotational basis.
- (f) The parties recognize that immediate and emergency scheduling needs may necessitate omission of the call-in procedure identified in (d).
- (g) Part-time nurses shall submit their availability at least two (2) weeks prior to the schedule being posted. Casual part-time shall respond to offers of shifts offered prior to the schedule being posted within two weeks of that offer and a failure to respond shall be interpreted as non-availability.
- (h) Casual employees are required to submit their availability for work for each four (4) week work schedule two (2) weeks in advance. Should a casual employee fail to submit their availability for three (3) consecutive work schedules, a meeting will be arranged to review the employee's continued interest in remaining employed as a casual employee.

ARTICLE 17 – CALL IN AND REPORTING PAY

- 17.01 A nurse who is called in other than at the commencement of a regular shift or reports to work at the commencement of a regular shift for which she/he is scheduled, unless otherwise notified by Sunbeam, shall be provided four (4) hours' work or a minimum of four (4) hours' pay at the nurse's regular rate of pay unless otherwise qualifying for overtime pay.
- 17.02 It is understood that the minimum pay provisions in 17.01 above do not apply in the case of a nurse accompanying a resident to an appointment, which shall be paid for time spent in that activity, or for attending an inservice which shall be paid in accordance with Article 14.06.
- 17.03 It is understood Article 17.01 does not establish a minimum shift, or assignment. Sunbeam will meet and discuss the reasons and details for, prior to establishing a regular and recurring shift of less than 7.5 hours. It is agreed that nurses on staff as of ratification of this agreement shall not be 'forced' to work such a shift, however they may accept a posting to and/or assignment and/or transfer to such a shift.

ARTICLE 18 – WAGES AND JOB CLASSIFICATION

- 18.01 The classifications and rates of pay for each classification shall be those as set out in the attached schedule "A".
- 18.02 (a) A Full-Time nurse shall advance to the next increment level from the nurse's present level on the anniversary date of employment. If a nurse's absence without pay from Sunbeam exceeds thirty (30) working days, during the period between scheduled increments, advance to the next increment level will be extended by the length of such absence except as provided for pregnancy/parenting leave. Union leave will not be considered absence without pay for the purpose of this clause.
- (b) Each Part-Time nurse will be advanced from the present level to the next level as set out in schedule "A" of this Agreement after working fifteen hundred (1500) hours.
- 18.03 Nurses shall be paid once every two (2) weeks. At the time of such pay, the hours worked, pay earned and all deductions shall be shown in writing either upon the pay cheque or upon a slip attached thereto. Deductions for income tax and Canada Pension Plan shall be made as required by law and other deductions shall be made in a manner convenient to Sunbeam, but so as to attempt to equalize such pay for regular hours. Sunbeam shall not be required to split monthly deductions for any one deduction.
- 18.04 In the event that Sunbeam should establish a new job classification, ‡ Sunbeam and the Union shall agree on an appropriate rate for such new classification within and commensurate with the rate structure established by this Agreement. In the event of failure to agree on a rate within two (2) weeks of a request by Sunbeam to the Union to reach such an agreement, Sunbeam shall set a rate and a nurse assigned to such classification shall perform the work required at such rate and may, or the Union may, require the rate to be finally determined by means of the grievance procedure commencing at Step #2.
- 18.05 (a) Claim for recent related clinical experience, if any, shall be made in writing by a nurse at the time of hiring on a form to be provided by the Employer and returned within (4) weeks of the start date. Once established consistent with this provision, credit for recent related experience will be retroactive to the nurse's date of hire. The nurse shall co-operate with Sunbeam by providing verification of previous experience so that their recent related clinical experience may be determined and evaluated during their probationary period. Where the nurse has advised Sunbeam at the time they request verification from a previous employer, and/or provides satisfactory evidence of a delay that is no fault, in whole or in part, of the nurse and the verification is delayed, then said verification may be provided within (6) weeks of the start date. Having established the recent related

clinical experience, Sunbeam will credit a new nurse with (1) annual service increment for each year of experience up to the maximum of the salary grid.

If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or a part-time nursing position, then the number of increments to be paid, if any, shall be at the discretion of Sunbeam. Sunbeam may also give effect to part-time nursing experience in special circumstances.

- 18.06 (a) i) A nurse shall be paid an evening shift differential of one dollar and thirty cents (\$1.30) per hour for each hour worked when the majority of such hours falls within 1600 hours and 2400 hours.
- ii) A nurse shall be paid a night shift differential of one dollar and fifty-five cents (\$1.55) per hour for each hour worked when the majority of such hours falls within 2400 hours and 0800 hours the following day.
- iii) A nurse shall be paid a weekend differential of one dollar and seventy cents (\$1.70) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday. If a nurse is receiving premium pay under Article 16.13(a), with respect to consecutive weekends worked, the nurse will not receive weekend premium under this provision.

Note: It is understood that nurses are entitled to evening and night differential in addition to the weekend differential. Shift differential will not form part of the nurse's straight time hourly rate.

18.07 A Part-Time nurse whose status is altered to Full-Time will assume the same level on the Full-Time grid and vice versa. For the purpose of this clause, a nurse who so transfers will be given credit for service accumulated since the date of last advancement.

18.08 Where Sunbeam assigns a nurse to assume temporarily the responsibilities of a higher position, the nurse shall receive an allowance of five dollars (\$5.00) for each full shift during which these additional responsibilities are carried out.

18.09 When a nurse is required to travel as part of his/her duties, Sunbeam will pay travel allowance in accordance with Sunbeam's current policy.

18.10 Sunbeam's current policy regarding meal reimbursement will apply to nurses for meal expenses not included in the cost of transportation, accommodation or seminars.

ARTICLE 19 – PAID HOLIDAYS

19.01 Every Full-Time nurse shall be paid at straight time rates for each of the following holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

19.02 If any of the above holidays is proclaimed on a day other than the traditional calendar day, the proclaimed day shall be substituted for the traditional calendar day. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the above named holidays as agreed by the parties. The intent is that there will be no more than twelve (12) paid holidays per calendar year for the duration of this agreement.

19.03 If a Full-Time nurse is required to work on any of the foregoing holidays, the nurse will receive pay at the rate of time and one-half (1½) the nurse's regular rate of pay for work performed on such holiday and in addition an alternative day off with pay either thirty (30) days before or thirty (30) days following the holiday.

19.04 In order to qualify for each holiday, the Full-Time nurse must have worked a full scheduled shift immediately preceding and following the holiday unless absent due to:

- (a) legitimate illness or accident which commenced within a month of the date of the holiday;
- (b) vacation granted by Sunbeam;
- (c) the nurse's regular scheduled day off;
- (d) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

19.05 (a) In the event that a holiday mentioned in Article 19.01 falls within a Full-Time nurse's vacation period, the nurse will be granted a day off with pay at the straight time rate in lieu thereof, which day off will be added to the nurse's vacation period unless Sunbeam and the nurse agree that such day will be taken at another time.

- (b) Where a paid holiday falls on a Full-Time nurse's regularly scheduled day off the nurse shall receive another day off with pay in lieu of the

holiday at a time mutually agreed to between Sunbeam and the nurse.

- 19.06 (a) A Part-Time nurse who is required to work on a holiday listed in Article 19.01 shall be paid at the rate of two and one-half (2½) times the nurse's regular rate of pay for all hours worked on the holiday.
- (b) A Part-Time nurse who is employed by Sunbeam as at April 1, 1988 who is not required to work on a holiday listed in Article 19.01 shall receive holiday pay in accordance with the qualifiers of the Employment Standards Act. This payment(s) shall continue until the nurse ceases to be employed at Sunbeam.

A Part-Time nurse hired by Sunbeam after April 1, 1988 receives 13% in lieu of benefits (or 8% for Part-time nurses enrolled in the Pension Plan) as part of the nurse's hourly wage. Paid holiday pay is included within this in lieu percentage.

ARTICLE 20 – VACATIONS WITH PAY

- 20.01 Every Full-Time nurse who has completed less than three (3) months of continuous service as of June 30 in any year shall be entitled to vacation leave of 1.25 days for each completed month of service and shall receive vacation pay in the amount of six percent (6%) of gross earnings for the period of the nurse's employment.
- 20.02 Every Full-Time nurse who has completed three (3) months or more of continuous service but less than three (3) years of continuous service as of June 30 in any year shall be entitled to vacation leave of three (3) weeks with three (3) weeks' pay.
- 20.03 Every Full-Time nurse who has completed three (3) years or more of continuous service but less than fourteen (14) years of continuous service as of June 30th in any year shall be entitled to vacation leave of four (4) weeks with four (4) weeks' pay. The fourth week of vacation time would be taken at a time mutually agreed upon by Sunbeam and the nurse.
- 20.04 Every Full-Time nurse who has completed fourteen (14) years or more of continuous service but less than twenty-three (23) years of continuous service as of June 30th in any year shall be entitled to vacation leave of five (5) weeks with five (5) weeks' pay. The fourth and the fifth week of vacation time would be taken at a time mutually agreed upon by Sunbeam and the nurse.
- 20.05 Every Full-Time nurse who has completed twenty-three (23) years or more of continuous service as of June 30th in any year shall be entitled to vacation leave of six (6) weeks with six (6) weeks' pay.

- 20.06 Every Full-Nurse who has completed twenty-nine (29) years or more of continuous service as of June 30th in any year shall be entitled to vacation leave of seven (7) weeks with seven (7) weeks' pay.
- 20.07 (a) Notwithstanding the foregoing, if a Full-Time nurse works less than 1525 hours in the vacation year the nurse will receive vacation pay based on a percentage of gross salary for work performed on the following basis:
- 3 week entitlement - 6%
 - 4 week entitlement - 8%
 - 5 week entitlement - 10%
 - 6 week entitlement - 12%
 - 7 week entitlement - 14%
- (b) All Part-Time nurses in the employ of Sunbeam as of June 30 in any year shall be granted vacation leave on the basis set out in Article 20.01, 20.02, 20.03, 20.04, 20.05, 20.06 and shall receive vacation pay on the following basis:
- A Part-Time nurse who has less than three (3) years (4500 hours worked) of seniority shall be entitled to six percent (6%) of all pay earned during the vacation year.
- A Part-Time nurse who has more than three (3) years (4500 hours worked) of seniority shall be entitled to eight percent (8%) of all pay earned during the vacation year.
- A Part-Time nurse who has more than fourteen (14) years (21,000 hours worked) of seniority shall be entitled to ten percent (10%) of all pay earned during the vacation year.
- A Part-Time nurse who has more than twenty-three (23) years (34,500 hours worked) of seniority shall be entitled to twelve percent (12%) of all pay earned during the vacation year.
- A Part-Time nurse who has more than twenty-nine (29) years (43,500 hours worked) of seniority shall be entitled to fourteen percent (14%) of all pay earned during the vacation year.
- 20.08 (a) A nurse who leaves the employ of Sunbeam for any reason shall be entitled to receive any unpaid vacation pay which is accrued to the date of separation.
- (b) A nurse is required to give four (4) weeks' notice of termination of employment with Sunbeam.
- 20.09 For the purpose of vacation entitlement, length of continuous employment, for those nurses who have elected to change their status from Full-Time to

Part-Time or vice versa, shall mean combined employment in both the Full-Time and the Part-Time Bargaining Units.

20.10 Vacation Scheduling

- (a) In normal circumstances, vacations will not be granted during the period December 15 to January 15.
- (b) Vacations may be requested in two vacation periods.
 - i) Nurses shall make written requests for vacation leave to the Director, Residential and Professional Services by March 1st. Sunbeam shall consider the written requests for vacation leave and shall post the vacation schedule by April 1st.
 - ii) Subject to the efficient operation of Sunbeam, requests for vacation leave which are submitted prior to March 1st shall be granted on the basis of seniority.
 - iii) All vacations approved in (i) and (ii) above will not be altered by the second request period.
 - iv) Nurses shall make written requests for their remaining vacation leave to the Director, Residential and Professional Services by September 15th. Sunbeam shall consider the written requests for vacation leave and shall post the vacation schedule by October 1st. These vacation requests shall be granted on the basis of seniority.
- (c) Sunbeam will consider a request for vacation leave submitted after March 1st or September 15th. However, vacations will be granted to nurses who submit vacation requests prior to March 1st or September 15th in preference to those who submit vacation requests after that date. Such requests submitted after March 1st or September 15th shall be dealt with on a 'first come first served' basis and shall be responded to within twenty-one (21) calendar days.
- (d) A request for a change in the vacation schedule will be granted only if the change does not interfere with the efficient operation of Sunbeam and with vacations already granted to other nurses.
- (e) Nurses may request to take their vacation leave in more than one (1) period provided that normally there are at least five (5) consecutive days of vacation leave in each period.
- (f) Nurses shall receive vacation pay in advance of the time of their vacation leave if a written request for advance pay is received at least two (2) weeks prior to the start of the leave.

(g) Full-Time Only

Vacations are to be taken for a period of not less than one (1) week. However, up to one (1) week vacation can be taken as individual days, or multiples thereof (subject to minimum legislated guidelines) where written request is provided to the nurse's immediate Supervisor one week prior to the posting of a new schedule.

(h) All vacation entitlement must be taken by March 31st.

20.11

(a) Where a nurse's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

(b) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave upon provision of proof of such hospitalization.

(c) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions will not be counted against the nurse's vacation credits.

(d) Where a nurse's scheduled vacation is interrupted due to a bereavement, the nurse shall be entitled to bereavement leave in accordance with Article 14.05 upon proof of attendance at the funeral satisfactory to the employer.

(e) The portion of the nurse's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the nurse's vacation credits.

20.12

Part-time employees must take at least two (2) calendar weeks of vacation per fiscal year (April 1 – March 31) in blocks of not less than one (1) week, in accordance with the vacation scheduling provisions of the collective agreement. Absent the employee's co-operation in this regard, the Employer will schedule the employee's two (2) weeks of vacation.

ARTICLE 21 – SICK LEAVE

21.01

Every nurse shall be credited with one and one-half (1½) days' sick leave on the completion of each calendar month of active employment with Sunbeam to a maximum of one hundred and twenty (120) days. It is understood and agreed that no sick leave will be allowed during the nurse's first sixty (60) days of service provided that at the end of such sixty (60) days of service entitlement shall date back to the date of hiring. A nurse who has completed five (5) years of continuous service shall on termination

of her employment be paid one-quarter (1/4) of her unused sick leave credit at the nurse's then current straight time rate of pay to a maximum of thirty (30) days.

NOTE: In regards to current Sick Leave Credit:

Effective August 1, 1995

1. The nurse has an option to maintain up to thirty (30) days in their sick bank. Said days will be paid at their then current straight time rate of pay.
2. All other days will be paid out at the nurse's pre-pay equity adjusted rate and such payment will be subject to the current terms of ½ unused sick leave credit to a maximum of sixty (60) days.

The nurses have the option to take all or partial payment in 1995 or 1996.

3. The nurses shall indicate their choices in writing to Sunbeam by September 1, 1995.

21.02 Sick leave credits may only be used in the case of absence from work due to illness or injury not covered by Workers' Insurance Benefits and when such sick leave is claimed the nurse may be required to furnish proof of illness by a medical certificate, and if it is not so furnished, the nurse will not be entitled to sick leave pay, and further Sunbeam may also take such disciplinary action as may be deemed necessary.

21.03 Sunbeam undertakes to notify each nurse in writing of her total unused sick leave credits as at December 31st of each year.

21.04 In the event that a nurse elects to change status from Full-Time to Part-Time, the nurse shall have the right to retain accumulated sick leave credits for utilization while in the Part-Time Bargaining Unit or on return to the Full-Time unit.

21.05 Communicable Diseases

Upon recommendation of the Medical Officer of Health, all nurses shall be required, on an annual basis to be vaccinated and or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the nurse fails to take the required medication, she may be placed on an unpaid leave of absence during any influenza outbreak in Sunbeam until such time as the employee has been cleared by the public health authority or the employer to return to the work environment. The only exception to this would be nurses for whom taking the medication will result in the nurse

being physically ill to the extent that she cannot attend work. Upon written direction from the nurse's physician of such medical condition in consultation with the Employer's physician, (or if requested), the nurse will be permitted to access their sick bank, if any, during any outbreak period. If there is a dispute between the physicians, the nurse will be placed on unpaid leave. If a nurse gets sick as a reaction to the drug and applies for WSIB, the Employer will not oppose the application.

If the nurse is pregnant and her physician believes the pregnancy could be in jeopardy as a result of the influenza inoculation and/or the antiviral medication she shall be eligible for sick leave in circumstances where she is not allowed to attend at work as a result of an outbreak.

21.06 A nurse who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Insurance Benefits for a period longer than one complete pay period (not including the pay period in which the illness or injury occurred) may apply to Sunbeam for payment equivalent to the lesser of:

- (a) the benefit he/she would receive from Workers' Insurance Benefits if his/her claim was approved, or
- (b) the benefit to which he/she would be entitled to under the nurses' sick leave plan.

Payment will be provided only if the nurse provides evidence of disability satisfactory to Sunbeam and a written undertaking satisfactory to Sunbeam that any payments will be refunded to Sunbeam following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workers' Insurance Benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the nurse would be entitled under the sick leave plan. Duration of payment shall be limited by the amount of the nurses' sick leave credit.

ARTICLE 22 – BENEFITS

22.01 Sunbeam agrees to pay the following for each eligible Full-Time nurse in the employ of Sunbeam:

- (a) Seventy-five percent (75%) of the billed premium of an Extended Health Care Plan with no deductible to include a vision care rider (Eyeglasses and lenses) providing \$275.00 coverage every twenty-four (24) months, the full cost of eye examinations to a maximum of \$100.00 once every twenty-four (24) months, and a hearing aid rider to a maximum of \$750.00 subject to the terms and conditions of such plan and the carrier's requirements as to the minimum enrolment. Generic drugs are to be substituted when available except when contraindicated by the physician.

Paramedical Services – There is coverage of \$500/year total for each of the following services. No per visit cap, once the annual coverage has been reached for each service, that benefit ceases for that calendar year.

- Massage Therapy
- Chiropractor
- Osteopath
- Naturopath
- Podiatrist
- Chiropodist
- Psychologist
- Physiotherapist
- Speech Therapist

(b) Group Life Insurance

Sunbeam agrees to arrange and pay one hundred percent (100%) of the premium for group life insurance coverage by the Hospitals of Ontario Group Life Insurance Plan (“the Plan”) for all Full-Time nurses who are eligible to be covered under the terms of the Plan. A Full-Time nurse shall have the option of purchasing at the nurse’s own expense additional group life coverage under the Hospitals of Ontario Voluntary Life Insurance Plan.

(c) Long Term Disability Plan

Sunbeam agrees to arrange and pay 50% of the premium for the Sun Life Long Term Disability Plan.

This plan is compulsory for all Full-Time nurses after completion of six (6) months of service.

(d) Dental Plan

Sunbeam will pay fifty percent (50%) of the billed premium cost of the Sun Life Dental Plan or its equivalent, based on the current Ontario Dental Association Schedule of Fees, as amended from time to time, for all Full-Time nurses. The provision of this benefit is subject to the eligibility requirements of the carrier. This plan will provide for dental recall of nine (9) months for adults, six (6) months for children.

(e) Pension Plan

The Employer shall arrange to implement a contributory pension plan during the term of this Agreement which shall be voluntary for all

employees employed prior to the date of such implementation, but shall be compulsory for employees hired on or after such date. The plan shall be comparable to the Mutual Life Pension Plan filed with the Employer dated December 1978. The plan will provide for five per cent (5%) of salary to be contributed by the Employer and by the employee and will be integrated with the Canadian Pension Plan. No past service will be purchased. The pension to be purchased will be the same as the benefits which can be provided by the value of all employee and Employer contributions. Part-Time nurses may participate in the above plan in accordance with terms and conditions of the plan.

22.02 Maintenance of Benefits

Where a nurse is absent on leave, Sunbeam will continue to pay its share of the premiums for the coverage under the employee benefit plans set out in Article 22.01 for the first thirty (30) days of absence provided the nurse agrees to pay to Sunbeam the employee's share of the premium costs (where required under the Collective Agreement) prior to the due date of the premium, and as provided for under pregnancy/parental leave of absence in Article 14.02. Where an unpaid leave of absence exceeds thirty (30) continuous calendar days, except as provided for under pregnancy/parental leave of absence in Article 14.02, the nurse will become responsible for the full payment of the premiums to the employee benefits plans in which the nurse is participating for the period of the absence which exceeds thirty (30) continuous calendar days. The nurse may arrange with Sunbeam to continue benefits coverage under any or all of the plans in which the nurse is participating by paying the total cost of the premium for each plan to Sunbeam prior to the date on which payment is due under each plan. Arrangements for continuation of benefit coverage can be made only if there is provision to do so under the terms and conditions of each plan.

22.03 Sunbeam presently has in force a policy covering Sunbeam and its employees with respect to certain legal liabilities. Sunbeam shall endeavour to keep such coverage in force or provide alternative similar coverage provided such coverage is available in a form and at a cost which Sunbeam considers reasonable.

22.04 The Employer at any time may substitute another Carrier for any plan provided that the benefits conferred thereby are not in total decreased. The Union will be notified of any such changes.

ARTICLE 23 – UNION BULLETIN BOARD

23.01 Sunbeam will erect in a convenient location to be approved by the Chief Executive Officer a bulletin board for notices, such notices to be posted after approval given by the Chief Executive Officer.

ARTICLE 24 – MEDICAL EXAMINATIONS AND MEDICAL CERTIFICATES

- 24.01 Sunbeam may exercise the right to require medical examinations of nurses from time to time whether or not such examinations are required by law. Nurses will report for such examinations upon reasonable notice. It is understood that such examinations will be performed by a doctor selected and paid by the nurse provided that Sunbeam shall have the right to have such examinations performed by a doctor selected by it and in that event Sunbeam shall pay such doctor. The nurse's right to privacy of medical information and confidentiality shall be upheld and maintained by Sunbeam.
- 24.02 Nurses shall have TB chest x-rays and such diagnostic/preventative medical treatment as Sunbeam deems appropriate. All costs not covered by either the provincial or Sunbeam's health care plans will be the responsibility of Sunbeam.
- 24.03 A nurse who is required by the Employer to produce a Medical certificate satisfactory to the Employer shall be reimbursed one hundred percent (100%) of the cost by the Employer for such expense upon submitting a proper receipt to his or her supervisor.

Note: Not applicable to pre-hiring medical documentation.

ARTICLE 25 – RETIREMENT

- 25.01 Retirement age as determined by the Employer shall be in accordance with the Ontario Human Rights Code and/or other applicable legislation.
- Nurses retiring prior to the normal retirement date of age 65 shall provide to Sunbeam no less than six (6) months advance written notice of their retirement date.
- 25.02 In all other circumstances Sunbeam shall contact and discuss with the Nurse their intentions regarding retirement on a periodic basis which shall be in no more than six (6) month intervals.
- 25.03 Notwithstanding anything else in this agreement, eligibility for pension, benefits and group insurance is only to the extent required by law and subject to the terms and conditions of the applicable plan(s) and/or master agreement(s) as the case may be.

ARTICLE 26 – WORKERS' COMPENSATION AND LONG TERM DISABILITY

- 26.01 (a) Sunbeam will provide the Bargaining Unit President of the name of any nurse off work due to a work related injury, whether or not the individual nurse is in receipt of Workers' Safety Insurance Board

(WSIB) Benefits. Sunbeam will also provide the Bargaining Unit President of the name of any nurse who is off work and receiving Long Term Disability (LTD) Benefits on the 15th of every month.

- (b) Sunbeam agrees to provide the Union with a copy of the Workplace Safety and Insurance Board's Form #7 (Employer's Report of Injury/Disease) within twenty-four (24) hours of receiving a signed release by the injured nurse authorizing Sunbeam to do so.

26.02 Modified Work and Workplace Accommodation

A nurse who is off work due to illness or injury shall co-operate in her early and safe return to work by:

- i) contacting Sunbeam as soon as possible after the injury or illness occurs and maintaining communication throughout the period of her recovery and impairment
- ii) assisting Sunbeam, as may be required or requested, to identify suitable employment that is available and consistent with the nurse's functional abilities and that, when possible, restores her pre-injury earnings;
- iii) giving Sunbeam such information as Sunbeam may request concerning the nurse's return to work.
- iv) Sunbeam will notify the Bargaining Unit President of the names of all nurses who go off work due to a work related injury or when a nurse applies for L.T.D.
- v) Sunbeam and the Union both recognize their commitment in providing modified work to disabled employees. Sunbeam and the Union agree that ongoing timely communication by all participants is essential to the success of the process.
- vi) The Labour Relations Officer from ONA may participate or attend any return to work or accommodation meeting if required, in order to help facilitate a safe and early return to work of any member. Such attendance shall not unduly delay the meeting.

ARTICLE 27 – MISCELLANEOUS

- 27.01 The Union and Sunbeam shall meet to discuss changes prior to implementing any change to policy about Criminal Reference Checks for current nurses.

- 27.02 Upon written request, the Employer will provide to each employee upon termination of employment a letter detailing her or his employment dates and length of service.
- 27.03 The Union and Sunbeam agree to share equally the cost of printing the Collective Agreement in a mutually agreeable format and quantity.
- 27.04 Any concerns or problems arising from this agreement shall be first referred to Sunbeam-Union Committee for resolution.

ARTICLE 28 – DURATION

- 28.01 This Collective Agreement shall become effective on the 1st day of April 2022 and shall continue in force until the 31st day of March 2025, and thereafter from year to year unless amended.
- 28.02 Notice of desire to amend this Collective Agreement shall be given by either party to the other in writing not more than ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice of the aforesaid or at a time mutually agreed upon.
- 28.03 This Collective Agreement is to remain in effect during all stages of negotiations and conciliation procedures as outlined in the Ontario Labour Relations Act, amendments thereto and successors thereof and/or The Ontario Hospital Labour Disputes Arbitration Act, as may be amended from time to time.

ARTICLE 29 – RETROACTIVITY

- 29.01 Increases to the wage schedule shall be retroactive to the 1st day of the 1st Pay Period beginning after April 1, 2022. Nurses who have been hired since April 1, 2022 shall be entitled to a pro rata increase from their date of hire. Nurses who have left the employ of Sunbeam since April 1, 2022 shall be entitled to a wage increase prorated to the date of termination of their employment. Sunbeam shall notify any nurses who have left its employ since April 1, 2022 of their entitlement to retroactive increases by registered mail to their last known address in Sunbeam's records and Sunbeam will provide the Union with copies of such notices. Only those former employees who apply within thirty (30) days of the date of mailing of these notices shall be entitled to receive money under this retroactivity provision. All retroactivity payable to former employees will be paid not later than 30 days following notification to Sunbeam of their Claim.

All retroactivity shall be paid within six (6) weeks following the signing of the Memorandum of Agreement.

Dated at Kitchener Ontario, this 7th day of September 2022.

FOR THE EMPLOYER

FOR THE UNION

Tim Wilson

Laura Jasper
Labour Relations Officer

Natalie Perna

Cathryn Hoy

SCHEDULE "A" – WAGES

Registered Nurses – Full Time
(Registered Nurses – Part Time)

Step	April 1, 2022	April 1, 2023	April 1, 2024
Start	31.67	32.22	33.02
1 Year (1,500 hours)	33.04	33.61	34.38
2 Years (3,000 hours)	34.11	34.71	35.71
3 Years (4,500 hours)	35.94	36.56	37.07
4 Years (6,000 hours)	37.38	38.04	38.75
5 Years (7,500 hours)	39.18	39.86	40.43
6 Years (9,000 hours)	40.89	41.61	42.13
7 Years (10,500 hours)	44.37	45.15	45.67
8 Years (12,000 hours)	47.95	48.78	49.30

PERCENTAGE IN LIEU OF BENEFITS

The Part-time nurses shall be entitled to thirteen percent (13%) in lieu of all fringe benefits which are paid to full-time nurses except those specifically provided to part-time nurses in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits for all part-time nurses hired after April 1, 1988. It is further understood and agreed that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time nurses may, on a voluntary basis, enrol in Sunbeam's Pension Plan when eligible in accordance with its terms and conditions. For part-time nurses who are members of the Pension Plan, the percentage in lieu of fringe benefits is eight percent (8%).

It is further understood that the 13% or 8% add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

**APPENDIX “B” (PER ARTICLE 9) – INDEPENDENT COMMITTEE ASSESSMENT
CHAIRPERSONS**

Ms. Mary Ellen Luukkonen
1910 Third Line West
Sault Ste. Marie, ON P6A 5K8
E-Mail: maryellenluukkonen@gmail.com

Ms. Laralea Stalkie, RN, BNSC, MSN
P0 Box 71
Camden East, ON KOK IJO
Telephone: 613-214-2038
E-Mail: laraleas@gmail.com

This list will be reviewed by the parties and revised if necessary during negotiations for a renewal Collective Agreement.

Dated at Kitchener Ontario, this 7th day of September 2022.

FOR THE EMPLOYER

FOR THE UNION

Tim Wilson

Laura Jasper
Labour Relations Officer

Natalie Perna

Cathryn Hoy

LETTER OF UNDERSTANDING

BETWEEN:

ONTARIO NURSES' ASSOCIATION
(Hereinafter known as "the Union")

AND:

SUNBEAM COMMUNITY & DEVELOPMENTAL SERVICES
(Hereinafter known as "the Employer")

Re: Extended Shifts

Should the parties desire to enter into scheduling of extended shifts, the parties will agree to meet to discuss and agree to the terms.

Dated at Kitchener Ontario, this 7th day of September 2022.

FOR THE EMPLOYER

FOR THE UNION

Tim Wilson

Laura Jasper
Labour Relations Officer

Natalie Perna

Cathryn Hoy

LETTER OF UNDERSTANDING

BETWEEN:

ONTARIO NURSES' ASSOCIATION
(Hereinafter known as "the Union")

AND:

SUNBEAM COMMUNITY & DEVELOPMENTAL SERVICES
(Hereinafter known as "the Employer")

Re: Job Sharing

Should either party desire to implement Job-Sharing, the parties agree to meet to discuss and negotiate the terms of such Job-Sharing.

Dated at Kitchener Ontario, this 7th day of September 2022.

FOR THE EMPLOYER

FOR THE UNION

Tim Wilson

Laura Jasper
Labour Relations Officer

Natalie Perna

Cathryn Hoy

LETTER OF UNDERSTANDING

BETWEEN:

ONTARIO NURSES' ASSOCIATION
(Hereinafter known as "the Union")

AND:

SUNBEAM COMMUNITY & DEVELOPMENTAL SERVICES
(Hereinafter known as "the Employer")

Re: Paid Lunch Breaks

The parties agree to maintain the status quo when the Employer does pay for the nurses thirty (30) minute lunch period. Currently this period of time is considered only for terms of calculations in Pension (full time and part time), vacation (part time), and while in and of itself does not attract overtime payment, the employer has paid for it at overtime rates when the remainder of the shift is paid at overtime rates (full time and part time).

To be clear, it is not counted towards:

Full time vacation, life insurance, long term disability, public holiday pay, sick bank/benefits, WSIB, shift premium, weekend premium, bereavement leave, union leave, or any other purpose.

Dated at Kitchener Ontario, this 7th day of September 2022.

FOR THE EMPLOYER

FOR THE UNION

Tim Wilson

Laura Jasper
Labour Relations Officer

Natalie Perna

Cathryn Hoy
