COLLECTIVE AGREEMENT

Between

The Department of Health Services of the Regional Municipality of Peel

Party of the First Part
Hereinafter Referred to as "the Employer"

and

Canadian Union of Public Employees and its Local 966 – Public Health Sector

Party of the Second Part
Hereinafter Referred to as "the Union"

EFFECTIVE DATE: JANUARY 1, 2012

EXPIRY DATE: DECEMBER 31, 2014
## INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Recognition</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Management Rights</td>
<td>2</td>
</tr>
<tr>
<td>3</td>
<td>Relationship</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>Check-Off of Union Dues</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>No Strikes or Lockouts</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Union Representation</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>- Union Worker Committee Members</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Other Committee Members</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Right to Have A Steward Present</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Correspondence</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Grievance Procedure</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>- Step 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Step 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Personnel Record</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Arbitration</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>- Reference to Arbitration</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Appointment of Arbitrator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Failure to Appoint</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Decisions of the Arbitration Board or Arbitrator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Disagreement on Decision</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Expenses of the Arbitration Board or Sole Arbitrator</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Amending of Time Limits</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Attendance at Arbitration</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Seniority</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>Promotions and Staff Changes</td>
<td>11</td>
</tr>
<tr>
<td>12</td>
<td>Layoffs and Recalls</td>
<td>12</td>
</tr>
<tr>
<td>13</td>
<td>Bulletin Boards</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>Leave of Absence</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>- General Leaves</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Leave for Union Activities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Pregnancy and Parental Leave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Supplemental Unemployment Benefit (SUB) Plan</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Bereavement Leave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Court Appearance Leave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Emergency Leave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Family Medical Leave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Religious Observance Obligation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Personal Days</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Phone – In</td>
<td>16</td>
</tr>
</tbody>
</table>
16 Hours of Work
- Weekend Premium
- No Pyramiding
- On-Call Responsibilities

17 Vacation with Pay

18 Paid Holidays

19 Educational Leave

20 Transportation Allowance

21 Regional Group Insurance Plan(s)-OHIP, OMERS

22 Joint Modified Work Committee

23 Schedules

24 Duration

Schedule 1 Classifications and Rates of Pay
Schedule 2 Paramedical Practitioners
Schedule 3 Medicare Supplement Benefit Provision
Schedule 4 Temporary and Casual Articles

Letter of Understanding Compressed Work Week
Letter of Agreement Pay Equity Maintenance
Letter of Agreement NEW Regular Weekend Schedule
Letter of Agreement NEW Hours of Work and Work Week
Letter of Agreement NEW Temporary Changes to Schedule Under Article
Letter of Agreement Learning Assignments
Letter of Agreement Steward Meetings
Letter of Agreement Joint Job Evaluation Committee
Letter of Agreement Early Retiree Benefits
Memorandum of Agreement STD Benefits – Arbitrable
Minutes of Settlement Job Competition Process
ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all nurses employed in a nursing capacity in the Department of Health Services of the Regional Municipality of Peel save and except Supervisor and persons above the rank of Supervisor.

1.02 The Employer recognizes the following categories of nurses:

a) A full-time nurse who is regularly employed for more than twenty-four (24) hours per week.

b) A part-time nurse who is regularly employed for forty eight (48) or less hours in a biweekly period on a regular basis.

c) A temporary nurse who is hired on the understanding that employment will not be permanent and will cease upon the completion of the task or project for which the nurse was hired.

d) A casual nurse who is hired for intermittent period(s) of work on an irregular basis.

e) Casual and temporary nurses are covered only by Articles 1.01, 1.02(d), 1.03, 2, 3.01, 3.02, 3.03, 4, 5, 6, 7, 8, 9, 14.01, 14.08, 15.01, 16.03, 17.03, 20.01, 22, 23.

1.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario.

A Public Health Nurse is a registered nurse possessing a Bachelor of Nursing Degree or a Public Health Nursing Certificate or equivalent accreditation recognized by the Employer.

1.04 No nurse shall enter into, or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of the Collective Agreement.
ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the employer to generally manage the enterprise and, without restricting the generality of that function, to:

a) Maintain order, discipline and efficiency;

b) Hire, promote, demote, transfer, reclassify, discipline, suspend or discharge any nurse who has acquired seniority, for just cause, provided that a claim by such nurse that he/she has been improperly dealt with in contravention of the provisions in this Agreement may be the subject of a grievance and dealt with as hereinafter provided;

c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, to decide on the number of nurses needed in any classification, establish job qualifications, determine the location of operations, the schedules and assignment of work, the methods, processes and means of operation, and the extension, curtailment or cessation of operation.

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

ARTICLE 3 - RELATIONSHIP

3.01 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in, or lack of participation in the Union. The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.

3.02 The Union shall not solicit membership or hold meetings during the working hours of nurses, except with the consent of the employer. Such consent shall not be unreasonably withheld.

3.03 Where the singular is used, it shall be deemed to mean the plural where the content so requires. Similarly, where the masculine gender is used, it shall be deemed to include the feminine gender where the content so requires.
3.04 The employer agrees that a Union Representative shall be allowed up to fifteen (15) minutes during regular working hours to meet with a newly hired full-time or part-time nurse during the newly hired nurses' first four (4) weeks of employment. Such meetings may necessitate a Union Representative meeting with the newly hired nurse(s) individually or collectively and such meeting shall be arranged in advance between the Manager or his/her designate and the Union Representative.

3.05 The Employer shall provide the Unit Vice President of the Union or designate with the names of all successful candidates to a posting, newly hired nurses, and nurses who have left the bargaining unit.

3.06 The Union agrees to provide the employer with a listing of Union Representatives and all other Union Officers and maintain listing current.

3.07 The Employer will provide annually on or about February 10, in accordance with any applicable legislation, a mailing list of home addresses and telephone numbers of all CUPE members. The list will be generated from the information that the Employer has on file.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Employer agrees to deduct Union dues from each pay for every Nurse. The monies so deducted shall be forwarded to the local Union Treasurer by the fifteenth (15th) day of the month following the month for which such deductions are made. The Union shall certify the amount of the monthly dues to the Employer.

4.02 The Union shall save the Employer harmless from any and all claims for amounts from nurses' pay in accordance with the terms of this Article.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

The words "strike" and "lockout" shall be defined as in the Ontario Labour Relations Act.
ARTICLE 6 - UNION REPRESENTATION

6.01 The Union may select a Committee of four (4) nurses who have completed their probationary period of employment. The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee, when necessary, for purposes of negotiation of the terms of this Agreement.

6.02 Committee members shall not leave their regular duties for the purposes of conducting any business on behalf of the Union, or in connection with this agreement, without first obtaining the permission of the Divisional Director or his/her designate. Committee members shall suffer no reduction in normal earnings as a result of time spent in negotiations or in servicing grievances.

6.03 Should either party to this Agreement desire a meeting, then representatives of each party shall meet at a mutually convenient time to discuss professional matters. The representatives shall meet four (4) times per year. Additional meetings may be scheduled upon agreement of the co-chairpersons. The Employer may send three (3) representatives, the Union may send three (3) representatives, two (2) of whom shall be members of the Union. The agenda for such meetings will be submitted at least one (1) week in advance and shall not deal with matters covered by Article 8. Union/Management meetings to be held at no loss of pay and meetings to be held within ten (10) days of request to meet.

6.04 a) The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.

b) The parties will share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff. Management will distribute the Collective Agreement to the membership as soon as possible following ratification and provide all new hires with a copy of the Collective Agreement. Management staff will also provide the Union executive with an additional fifty (50) copies of the Collective Agreement.

c) The parties shall meet within thirty (30) days of Notice to Bargain.
6.05 The Health Department agrees to abide by the provisions and appropriate regulations of the Occupational Health and Safety Act. Recognizing its responsibilities under the applicable legislation, the employer agrees to accept the following composition of its Joint Health and Safety Committee for each workplace:

Union Workers Committee Members:
One (1) union representative to be selected by the Union to represent all workplaces, and
One (1) union representative to be selected by the Union from each particular workplace.

Other Committee Members:
One (1) member selected by the Employer to represent all workplaces, and
One (1) non-bargaining employee representative to be selected by non-bargaining employees from each particular workplace.

The parties agree to advise each other of the names of the selected representatives.

6.06 Right to Have A Steward Present

Any nurse, including a nurse in her/his probationary period, shall have her/his steward present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties to this agreement shall pass to and from the Commissioner of Employee and Business Services of the Regional Municipality of Peel or designate and the Unit Vice President of the Union or designate, and the CUPE National Representative, with a copy to the Chief Steward of the Union or designate unless otherwise provided herein.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
8.02 If the party lodging a grievance fails to meet the time limits at any stage, the grievance shall be null and void. If the party replying to the grievance fails to meet the time limits, the grievance shall automatically proceed to the next stage. Section 48(16) of the Ontario Labour Relations Act, S.O. 1995, c. 1, Sch. A, as amended, shall not apply to this agreement.

8.03 If a nurse has a complaint involving any matter within the terms of this Agreement, the matter shall be taken up verbally with the immediate Supervisor.

8.04 If the matter cannot be resolved by the immediate Supervisor, nothing in this Agreement shall prevent a nurse from discussing a problem or complaint with the Manager and/or Divisional Director without recourse to the formal grievance procedure.

8.05 The formal grievance procedure shall be as follows:

STEP 1

If the verbal discussion with the Immediate Supervisor is not satisfactory to the nurse concerned, then the grievance shall be reduced to writing, dated and signed by both the grievor and a Union Representative and presented to the Divisional Director or his/her designate within ten (10) working days of the circumstances which gave rise to the grievance. Within five (5) working days after a grievance has been referred to him/her, the Divisional Director, or his/her designate, shall meet with the grievor and a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

STEP 2

If the reply at Step No. 1 is not satisfactory to the nurse concerned, the grievance may, within ten (10) working days following the said reply, be referred to the Commissioner of Employee and Business Services. Within ten (10) working days after a grievance has been referred to him/her the Commissioner of Employee and Business Services, or his/her designate shall meet with the grievor and a Union Representative and a Grievance Officer to discuss the grievance. At this meeting a representative of the Canadian Union of Public Employees will attend if either party requests. A written reply to the grievance will be given within ten (10) working days after this meeting has been held.
8.06 If a grievance involves the discharge of a nurse, then reasons for discharge shall be given in writing. Such a grievance shall proceed directly to Step No.2 of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and a Union Representative within ten (10) working days following discharge. A grievance claiming unjust discharge may be settled by confirming the Employer's action or by reinstating the nurse and making him/her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or an Arbitration Board.

8.07 The Employer or the Union may file a grievance concerning the general application or interpretation of this Agreement. Said grievance shall be reduced to writing, dated and signed, and processed at Step 2 of the grievance procedure within twenty (20) working days after the circumstances causing the grievance.

8.08 If a grievance is to be referred to arbitration by either party, it shall be so referred within ten (10) working days after the reply at Step No. 2.

8.09 Any of the time allowances provided above and in Article 9 below may be extended by mutual agreement between the parties.

8.10 **Personnel Record**
Any letter of reprimand, suspension, or other sanction shall be removed from the nurse’s personnel file after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

**ARTICLE 9 - ARBITRATION**

9.01 **Reference to Arbitration**

The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable which has been properly carried through all steps of the grievance procedure outlined in Article 8 may be referred to Arbitration, at the written request of either of the parties hereto. A Sole Arbitrator must be used unless both parties agree that they wish a board of arbitration. The request shall be made by letter addressed to the other party of the Agreement indicating names of Sole Arbitrators or the name of its nominee on an Arbitration Board if a board has been agreed by both parties.
9.02 Appointment of Arbitrator

If the request is to use an Arbitration Board, the parties shall provide the name and address of its nominee to the other party. The two nominees shall select an impartial chair.

If the request is to use a Sole Arbitrator, the responding party shall indicate agreement or disagreement with the Arbitrators proposed. Within five (5) days thereafter, if the party disagrees with the choice(s) of Arbitrator, they will propose their choice(s) of an Arbitrator to the other party. If the parties are still in disagreement, the above shall continue for not more than (30) days at which time a request for an appointment of an arbitrator may be made to the Minister of Labour.

9.03 Failure to Appoint

If the party receiving the notice fails to appoint a Sole Arbitrator, or nominee as the case may be, or if the two appointees fail to agree upon a chair within thirty (30) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

9.04 Decisions of the Arbitration Board or Arbitrator

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration or Arbitrator shall be final and binding. The Board of Arbitration or Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this Agreement. The Board of Arbitration or Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Ontario Labour Relations Act, S.O. 1995, c.1.Sch.A.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board’s decision, either party may apply to the Chair of the Board of Arbitration to reconvene the Board to clarify the decision.
9.06 Expenses of the Arbitration Board or Sole Arbitrator

Each party shall pay:

a) The fees and expenses of the nominee it appoints;
b) One-half the fees and expenses of the Chair or Sole Arbitrator

9.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

9.08 Attendance at Arbitration

Attendance at arbitration shall be with no loss of pay or benefits for the Grievance Committee and the grievor(s).

ARTICLE 10 - SENIORITY

10.01 The probationary period for a newly employed full-time or part-time nurse shall be one hundred and twenty (120) tours worked from the date of the nurse's last hire by the employer. After one hundred and twenty (120) worked tours have been completed, seniority shall be effective from the date of the nurse's last hire by the employer.

A tour of duty shall be defined as the completion of one (1) work day.

A nurse on probation may be terminated at the sole discretion of the Employer provided such termination is not in violation of the Labour Relations Act or the Human Rights Code.

Extensions to probation may be made on agreement of the Supervisor involved, the Union and those nurses directly involved.

10.02 a) Seniority is based upon the length of continuous employment with the Employer since the last date of hire.

b) A seniority list for all full-time and all part-time nurses based on last date of hire shall be drawn and administered by the Employer and posted on the Employer's bulletin board. A revised list shall be forwarded to the Union by February 10th of each year.
c) Any part-time nurse hired after August 1, 1992 shall have his/her seniority calculated from date of hire in the same manner as full-time nurses. All part-time nurses in the bargaining unit on August 1, 1992 shall have their date of hire calculated on the basis of their accumulated hours paid as of August 1, 1992 and thereafter their seniority shall be calculated in the same manner as full-time employees.

10.03 In the event that a nurse is transferred from a part-time position to a full-time position, he/she shall be placed on the same level on the salary grid at the time of transfer. The date for progression to the next level will be established based on the projected completion of 1820 hours.

10.04 Seniority previously accumulated shall be lost and the nurse ceases to be an employee of the Employer when he/she:

a) Quits his/her employment;

b) Is discharged for just cause and not reinstated;

c) Is absent from work without a satisfactory explanation for two (2) working days;

d) Overstays any leave of absence granted by the Supervisor without a satisfactory explanation.

10.05 Unless otherwise provided, a nurse's seniority shall be lost and the nurse ceases to be an employee when a nurse who has less than two years of continuous service, has been absent for a period of one (1) calendar year. In respect to those nurses with two (2) or more years of continuous service, seniority shall be lost and the nurse ceases to be an employee of the Employer when a nurse has been absent for a period of two (2) calendar years.

10.06 A nurse who is transferred to a position outside the bargaining unit shall have his/her seniority retained but not accumulated within the bargaining unit while in that position. If a nurse is transferred back into the bargaining unit he/she shall be credited with seniority prior to the transfer and shall begin to accumulate seniority again as of the date he/she is transferred back into the bargaining unit.

10.07 Effective for casual service acquired in the bargaining unit after June 22, 1999 only.
Effective for temporary service acquired in the bargaining unit effective December 31, 2006 only.

Upon completion of the probationary period as per Article 10.01, a casual or temporary nurse who becomes a regular full-time or part-time nurse shall be credited with seniority equal to their accumulated hours worked.

10.08 Seniority will continue to accrue during the full period of a maternity, parental, worker’s compensation, short term or long term disability leave.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 a) i) When a permanent full-time or part-time vacancy occurs the Employer shall post the notice of the vacancy electronically and on the bulletin board for seven (7) calendar days.

ii) In the event a posting is cancelled, the Employer will notify the Union in writing. The Union may submit a written response and a meeting may be held if mutually agreed to.

b) A permanent vacancy shall be deemed to mean vacancies which are anticipated to last beyond sixty (60) working days exclusive of the temporary replacement of a nurse who is absent in which case such replacement shall not exceed eighteen (18) months or two years in the case of replacing a nurse on an approved education leave of absence.

In the case of a nurse on a long term disability, the employer may elect to replace the nurse on a temporary basis until a) the nurse returns to work or b) the position is filled on a regular basis.

c) Decisions of the Employer in filling a permanent vacancy shall be based on a nurse's qualifications, performance, ability and experience, and when these factors are relatively equal, then seniority with the Employer shall be the deciding factor.

d) A probationary nurse will only be considered for a posted vacancy where the Employer has determined that no full or part-time applicant with seniority is qualified for the position.
e) A nursing member may lodge a written request for a transfer (to a specific area location, or other team unit) with his/her Supervisor, and outline the reason(s) for the request. Such application will be considered along with any responses to a posting relating to the requested transfer as though the transfer request had been made at the time of posting.

f) Transfers shall be deemed to mean movement within the Public Health Divisions.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 In all cases of layoff due to lack of work or recall following layoff, the nurse with the greatest amount of seniority in the affected classification will be retained or recalled, whichever is applicable, provided that the Employer can maintain a fully qualified work force to perform the available work. Part-time nurses shall be laid off before any full-time nurses. The Unit Vice President of the Union will be advised five (5) working days in advance of any planned lay-off anticipated to exceed five (5) working days.

ARTICLE 13 - BULLETIN BOARDS

13.01 The Union shall be allowed to use the bulletin boards at each office of the Employer for the posting of desired literature.

13.02 The Employer shall post a copy of this Agreement on each office bulletin board.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 General Leaves

The Divisional Director or designate may grant leave of absence to nurses for personal reasons, provided that reasonable advance notice is given in writing. Such leave shall be without pay, and seniority shall be retained, but not accumulated.
14.02 Leave for Union Activities

a) Four (4) nurses at one time may be granted leave of absence by the Employer to attend Union meetings, conventions, conferences, seminars and education to an overall maximum of sixty (60) days in a calendar year, provided at least two (2) weeks’ notice or as soon as possible is given and provided that team requirements for service are met. Such leave, when granted, will be without pay and without loss of accumulation of seniority. The nurses’ salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice.

b) A nurse at any time who is elected to a position with the Canadian Union of Public Employees, outside the bargaining unit shall be granted leave of absence without pay up to a total of forty-five (45) days annually. There shall be no loss of seniority. Credits for salary advancement and vacation entitlement will be adjusted on a pro rata basis. Such leave of absence will be separate from the Union leave provided in section 14.02 (a) above. The nurse’s salary and benefits shall be continued by the Employer and reimbursed by the local upon submission of invoice.

14.03 Pregnancy and Parental Leave

Pregnancy and parental leave of absence without pay shall be granted in accordance with the provisions of the Ontario Employment Standards Act, as amended from time to time.

A nurse shall be granted an extension to the combined pregnancy/parental leave provided a written request is lodged with the Supervisor at least thirty (30) calendar days prior to the expiry date of the combined pregnancy/parental leave granted under the Ontario Employment Standards Act. The duration of the leaves combined however shall not exceed one (1) calendar year and shall be without pay.

In the case of adoption, a nurse is entitled to parental leave. When possible, the nurse shall advise her supervisor in writing at least two weeks in advance of the pending adoption.
Seniority and vacation shall continue to accumulate and benefits shall be maintained during the statutory leave period.

In order for a nurse to retain his/her rights as an employee a nurse on extended leave must return to his/her own classification at the expiry of the agreed leave.

The Employer may fill the nurse's position at the expiry of the period of leave specified above.

A nurse who requests an extension as outlined herein shall be paid, at the time of expiry of pregnancy/parental leave under the Employment Standards Act, any vacation pay or allowances then outstanding.

b) **Supplemental Unemployment Benefit (SUB) Plan**

An employee who is on pregnancy or parental leave as provided under this Agreement, who is in receipt of pregnancy or parental benefits under the Employment Insurance Act shall be paid a supplemental employment benefit.

This benefit will be equivalent to the difference between seventy-five (75) percent of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Region of the employee’s Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of either pregnancy or parental leave, but not both.

The employee does not have any vested right except to receive payments for the covered leave period.

**14.04 Bereavement Leave**

In the event of the death of a nurse's spouse, same-sex partner, father, mother, mother-in-law, father-in-law, brother, sister, child and grandchild, the Divisional Director shall grant three (3) working days leave of absence with pay.
Death of a sister-in-law or brother-in-law or grandparent shall result in leave of one (1) day with pay. Pay shall be at the nurse's regular rate and only that time which would have been normally worked shall be paid for.

Additional leave of absence without pay for necessary travel time will be granted upon request.

14.05 Court Appearance Leave

a) If a full-time nurse is required to serve jury duty or summoned as a witness, the Employer will pay full wages at his/her regular rates, provided he/she turns over to the Employer all monies received, less expenses, for jury duty, and provided that the nurse reports for work when not required for jury duty.

b) Where a nurse is summoned and required to appear in court to give evidence by reason of his/her involvement in the case in his/her professional capacity, related to the Employer a supervisor may accompany the nurse if necessary, and if requested by the nurse.

c) A part-time nurse shall only receive pay for those hours spent on jury duty or if summoned which coincide with his/her regularly scheduled hours unless his/her attendance is by reason of his/her involvement in the case in his/her professional capacity related to the Employer.

d) A Nurse who has to attend Citizenship Court for the purpose of acquiring Canadian Citizenship be granted one (1) day’s leave of absence with no loss of pay.

14.06 Emergency Leave

Up to a maximum of ten (10) unpaid leave days shall be granted per calendar year for emergency leave, as that term is described in the Ontario Employment Standards Act.

14.07 Family Medical Leave

The supervisor shall grant up to eight (8) weeks of unpaid Family Medical Leave in accordance with the terms and regulations of The Employment Standards Act, as amended from time to time.
14.08 **Religious Observance Obligation**

Employees will be granted time off with pay in order to attend to religious observance obligations that conflict with their regular scheduled hours of work in accordance with the Ontario Human Rights Code.

14.09 **Personal Days**

Three (3) paid days for personal leave will be granted per calendar year. The purpose of personal leave shall be for tending to ill family members, attendance at appointments or additional bereavement time. Personal leave will be paid at the employee’s regular rate of pay. Sufficient notice, and reason for absence, must be provided to the Supervisor in advance of the leave.

**ARTICLE 15 - PHONE-IN**

15.01 Nurses who are unable to report for work at their scheduled time shall phone in to a supervisor or his/her designate as soon as possible before the start of their shift and the nurse must identify any outstanding work which is required to be addressed in her/his absence. In the event that the nurse is unable to get in contact with the supervisor, the nurse must leave a voicemail message with the Supervisor or designate.

Similarly, nurses are required to advise supervision of their anticipated date of return as far in advance as possible. In cases of emergency the call may be made by another person on his/her behalf.

**ARTICLE 16 - HOURS OF WORK**

16.01 a) The Employer does not guarantee any hours of work. The schedule of work is determined by each Divisional Director, based on operational needs. The normal work week for regular full-time nurses shall consist of thirty-five (35) hours per week, to be worked in not more than five (5) consecutive days of seven (7) consecutive hours each exclusive of a one hour unpaid meal period.

Split shifts will not be scheduled.
The normal daily working hours shall be scheduled between 8:30am and 8:30pm. The normal days of work shall be Monday to Friday inclusive.

The Employer reserves the right to vary any of these norms (the normal work day, the normal work week, the normal days of work) on one (1) week’s notice to the affected nurse. During this notice period, a nurse may make suggestions to his/her supervisor about the revised schedule, but the Employer’s approval, at its sole discretion, is required. Failure to provide proper notice shall result in a premium payment to the affected nurse of time and one-half (1½) for all hours worked on the first two shifts of the altered schedule.

**Temporary Changes to Schedule**

b) The nurse’s work schedule may be changed by the Employer, on a temporary basis, without the above notice, in the following circumstances:

i) replacing a nurse

ii) any other immediate operational need.

A nurse may make suggestions to his/her Supervisor about his/her availability in the event of a temporary change to his/her schedule.

**16.02** When authorized overtime at the rate of time and one-half (1 ½), will be paid to a nurse where she/he works in excess of seven (7) hours per day or thirty-five (35) hours per week. Should overtime occur on Sunday, it will be paid at two (2) times the nurse’s normal hourly rate.

When an employee has been directed by the employer to attend a seminar or conference which requires the employee to travel outside of normal business hours, such time will be considered to be overtime and shall be compensated appropriately.

When an employee has been directed by their supervisor to attend other work activities in the evening which requires the employee to travel outside of his/her regularly scheduled hours (in excess of seven hours), such time shall be considered overtime and be compensated as per paragraph one.

When an employee has been directed to do other work activities on the 6th and 7th day, that is beyond their regular work week, then overtime begins when the work activity commences and mileage is paid in accordance with article 20.01 (transportation allowance).
It is understood that any approved paid absence from work shall be
deeled to be “time worked” for the purposes of determining an
employee’s entitlement to overtime.

16.03 Weekend Premium

Any employee who works on Saturday and/or Sunday will receive a
weekend premium of two dollars and fifty cents ($2.50) per hour for all
hours worked.

16.04 No Pyramiding

It is understood and agreed that the employee’s hourly rate in this
agreement does not include weekend premium. Accordingly, the
weekend premium continues to be paid for all hours worked on the
weekend but is not included in the hourly rate for the purpose of
computing any other premium or overtime payments.

16.05 On Call Responsibilities

All Public Health nurses in the Communicable Disease Division who
have completed on call training are required to accept on call
responsibilities based on the needs of the Employer.

The Employer shall seek volunteers to be on call to perform required
after hours or weekend work for the Employer. Volunteers will be
assigned to on call by seniority rotation.

If there are insufficient volunteers, the Employer will schedule an on
call trained nurse to the on call assignment by seniority rotation.

Employees who are on call shall be paid a premium equivalent to one
and one half (1 ½) hours pay to be “on call” any day between Monday
and Friday (from 4:30 p.m. to the following 8:30 a.m.) and a premium
equivalent to two (2) hours pay to be on call on Saturdays, Sundays or
holidays (from 8:30 a.m. to the following 8:30 a.m.).

Employees who are on call shall provide the employer with a number
where they can be reached any time during the on call period of time.

Employees who are on call and are called into work shall receive the on
call premium in addition to the appropriate rate of pay for the hours
worked or a minimum of four (4) hours, whichever is greater at
overtime rates and weekend premium pay.
16.06 Urgent Public Health Need

Where the Medical Officer of Health, or in his absence or at his
direction his designate, determines that there exists an urgent Public
Health need requiring variation to the schedule, the schedule may be
varied as the Employer requires and overtime and premiums will be
paid as per the collective agreement.

ARTICLE 17 - VACATIONS WITH PAY

17.01 Vacations with pay shall be granted to full-time nurses in accordance
with the following schedule:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Monthly Entitlement</th>
<th>Full-Time Annual Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year of seniority  to the end of 14th year (0-168 months)</td>
<td>1.67 days</td>
<td>20 days</td>
</tr>
<tr>
<td>Beginning of 15th year of seniority to the end of 24th year (169-288 months)</td>
<td>2.08 days</td>
<td>25 days</td>
</tr>
<tr>
<td>From the beginning of the 25th year of seniority (289 months and on)</td>
<td>2.5 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

Absence from work, except on vacation, work related illness or injury,
or on pregnancy and/or parental leave, in excess of six (6) consecutive
weeks in the vacation year, shall result in a pro-rated loss of vacation.

17.02 A part-time nurse shall be granted vacation with pay on the basis of the
following schedule:

<table>
<thead>
<tr>
<th>Seniority</th>
<th>Monthly Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year of seniority  to the end of 14th year (0-168 months)</td>
<td>1.67 days</td>
</tr>
<tr>
<td>Beginning of 15th year of seniority to the end of 24th year (169-288 months)</td>
<td>2.08 days</td>
</tr>
<tr>
<td>From the beginning of the 25th year of seniority (289 months and on)</td>
<td>2.5 days</td>
</tr>
</tbody>
</table>

The number of hours vacation per month to which the nurse is entitled
is determined by multiplying the nurse’s applicable vacation factor
(e.g. 1.67) by the nurse’s bi-weekly scheduled hours and dividing the
product by ten (10).
Vacation pay for part-time nurses shall be paid when vacations are taken.

Absence from work, except on vacation, work related illness or injury, or on pregnancy and/or parental leave, in excess of six (6) consecutive weeks in the vacation year, shall result in a pro-rated loss of vacation.

17.03 Casual and temporary nurses shall be paid vacation pay at the rate of six (6) percent of their gross annual earnings.

17.04 a) Where an employee’s scheduled vacation is interrupted due to serious illness which commenced prior to the scheduled vacation period and which requires the employee to be an in-patient in a Hospital, the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee’s vacation credits.

b) Where an employee’s scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. Such sick leave shall not be counted against the employee’s vacation credits.

c) Employees will be credited with the appropriate amount of vacation days for any period that they would have been entitled to bereavement leave, had they not been on vacation.

17.05 a) For purposes of computing eligibility for vacations with pay, the nurse’s anniversary date shall be the cut-off date.

b) Full-time nurses who take their vacation prior to the above cut-off date may, in accordance with the provisions of Clause 17.06, take the amount of vacation credit days accrued to date.

17.06 Vacations will be granted consistent with the staff requirements of the Employer, and a nurse may take vacation at any time desired in accordance with seniority and with the consent of the supervisor.

17.07 Vacation time for full-time and part-time nurses must be earned before it is taken.

When a nurse’s employment date occurs on or before the fifteenth (15th) day of the month, she/he shall receive the monthly vacation entitlement beginning on the first day of that month.
When a nurse’s employment date occurs after the fifteenth (15th) day of the month, she/he shall receive the monthly vacation entitlement beginning on the first day of the following month.

17.08 Nurse’s accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months.

If a pay date falls during a nurse's vacation, this pay shall be released prior to vacation if requested by the nurse at least three (3) weeks prior to vacation.

17.09 If a nurse's employment is terminated for any reason, payment on a proportionate basis to vacations entitled to, but not taken, will be paid at such termination.

ARTICLE 18 - PAID HOLIDAYS

18.01 The following days will be recognized as paid holidays, and any other day proclaimed as a holiday by the Federal, Provincial or Regional Government:

- New Year's Day
- Thanksgiving Day
- Family Day
- Afternoon of December 24 (1/2 day)
- Good Friday
- Christmas Day
- Easter Monday
- Boxing Day
- Victoria Day
- Afternoon of December 31 (1/2 day)
- Canada Day
- Floating Holiday (to be designated by the Employer each year)
- Civic Holiday
- Labour Day
- Canada Day
- Floating Holiday (to be designated by the Employer each year)

When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or succeeding Monday shall be designated by the Regional Municipality of Peel as a holiday in lieu of the holiday falling on the Saturday or Sunday. For a nurse scheduled to work on a Saturday and/or Sunday in accordance with Article 16.01 or a nurse hired in accordance with #2 of the Family Health Weekend Hours Letter of Agreement, paid holidays, for the purpose of payment and scheduling hours, will fall on the actual day of the paid holiday.

18.02 A nurse required to work on any of the above holidays will receive, in addition to his/her normal day's pay, payment at the rate of double time for all hours worked on the holiday. A nurse who works seven (7) hours on any of the above holidays will be granted, on request, unpaid leave of absence of one day within sixty (60) days at his/her option.
18.03 When any of the above holidays occur during a nurse's vacation, an extra day's vacation is allowed.

18.04 In order to qualify for payment of the above holidays a nurse is required to work the full scheduled shift immediately preceding and the full scheduled shift immediately succeeding the holiday except where absence on either or both of said days is due to verified personal illness or absence on approved leave of absence of less than thirty (30) days.

ARTICLE 19 - EDUCATIONAL LEAVE

19.01 a) Each nurse should be given equal opportunity to participate in educational, professional courses and meetings as selected by the Divisional Director and as service needs permit. Information concerning such courses and meetings pertaining to any aspects of the employment shall be posted as far as possible in advance, so that nurses may make application to attend. Such attendance when authorized, shall be with pay and be considered continuation of employment.

   (i) A nurse who has been deemed to require CPR skills as determined by the Divisional Director will be reimbursed course fees upon the successful completion of CPR re-certification once in a twenty-four (24) month period if said training cannot be provided internally.

b) A nurse may be granted leave of absence up to one (1) year to attend University or Community College for further Education. A Registered Nurse may be granted up to two (2) years leave of absence to attend University to obtain a Bachelor of Nursing Degree. A nurse may be granted a leave of absence up to two (2) years to attend University to obtain a Masters Degree. Such leaves shall be without pay, and seniority shall be retained, but not accumulated.

c) A Registered Nurse or Public Health Nurse seeking to up-grade his/her qualifications by means of educational leave shall proceed to seek the following approvals in sequence:

   (i) Education leave by the Employer. The criteria for granting such leave, presuming staffing requirements permit, shall be the criteria set out in Article 11, Section 11.01(c).
(ii) Approval by the University or Community College.

d) On completion, the nurse shall return to a position within the classification held prior to the educational leave.

ARTICLE 20 - TRANSPORTATION ALLOWANCE

20.01 All nurses shall receive a transportation allowance to be paid in accordance with the Employer's travel allowance policy whenever nurses are required to operate a privately owned automobile in the course of their employment.

20.02 Mileage may be claimed from the nurse's first call of the day to the last call of the day. However, if the distance from the nurse's home to the first call of the day or from the last call of the day to his/her home is greater than the distance from his/her home to his/her assigned office, then mileage may be claimed for the difference.

ARTICLE 21 - REGIONAL GROUP INSURANCE PLAN(S) - OHIP, OMERS

21.01 The Employer shall pay the premium of adequate insurance to totally cover all nurses in the event of any legal action brought against a nurse while performing his/her assigned duties for the Employer.

21.02 The Employer agrees to provide at its cost the following insured benefit plans in accordance with the rules and regulations of the plans held by the insurance companies to all full-time nurses:

a) Compulsory Life Insurance at two (2) times annual basic earnings ($200,000 maximum). Optional Life Insurance coverage to Employees ($300,000 maximum), spousal ($200,000 maximum) and dependants ($10,000 per child). All Optional Life Insurance will be 100% employee paid.

b) Semi-private hospital accommodation.

c) Extended health benefit on a $10 individual and $10 family deductible basis.
It is understood that for the life of this collective agreement, the Region of Peel honours its contract with the Region’s benefit carrier for eligible expenses for prescription drugs as defined in Section 8 of the Region’s contract with Sun Life (contract number 25038) as well as the provisions regarding ineligible expenses also noted in section 8. This agreement will end upon the expiration of the collective agreement.

Section 8 of the Sun Life contract entitled “Medicare Supplement Benefit Provision” is attached to this agreement as Schedule 3.

d) Accidental Death and Dismemberment Insurance of 2 x annual earnings to a maximum of $200,000.

e) Critical Illness Coverage single or spousal benefit amounts in units of $10,000 to an overall maximum of $100,000.

f) Compulsory Dental Plan - to be administered in accordance with the Ontario Dental Association Fee Schedule for the year preceding the current year. The basic plan to be 100% paid by the Employer. The Major Restorative benefit and Orthodontic benefit premiums to be 50% paid by the Employer with the employee portion being paid through payroll deduction. Dependents under 21 years of age (25 if a full-time student) are eligible for the Orthodontic benefit on a 50% reimbursement basis up to a lifetime maximum of $2,000 per dependent child. The maximum combined benefit per eligible person is $2,500 per calendar year for all services.

Note: this benefit becomes effective the first of the month following full ratification of this agreement.

g) i) Any absence of up to, and including, three (3) continuous working days for an illness or non-occupational injury, will be regarded as an incidental absence and the employee will receive her/his regular pay for the duration of such incidental absence. For part-time nurses three (3) continuous working days means three (3) work days as per their established schedule of work.

Any absence for an illness or non-occupational injury in excess of three (3) continuous working days will be covered by the Short-Term disability Plan. Coverage begins on the fourth day of absence and reverts back to the first day of absence.
ii) For full and part-time nurses, Short-Term Disability benefits are applicable for up to fifteen (15) weeks for each separate period of non-occupational illness or disability. Full salary benefits, however, will be limited in any anniversary year, to the number of weeks of entitlement as indicated below.

Benefits provided are based on the employee's length of continuous service and in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Full Salary</th>
<th>2/3rds Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than 3 months</td>
<td>nil</td>
<td>nil</td>
</tr>
<tr>
<td>1st of the month following 3 months</td>
<td>nil</td>
<td>15 weeks</td>
</tr>
<tr>
<td>employment but less than 1 year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>2 weeks</td>
<td>13 weeks</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>3 weeks</td>
<td>12 weeks</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>4 weeks</td>
<td>11 weeks</td>
</tr>
<tr>
<td>4 years but less than 5 years</td>
<td>5 weeks</td>
<td>10 weeks</td>
</tr>
<tr>
<td>5 years but less than 6 years</td>
<td>6 weeks</td>
<td>9 weeks</td>
</tr>
<tr>
<td>6 years but less than 7 years</td>
<td>7 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>7 years but less than 8 years</td>
<td>8 weeks</td>
<td>7 weeks</td>
</tr>
<tr>
<td>8 years but less than 9 years</td>
<td>9 weeks</td>
<td>6 weeks</td>
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<tr>
<td>9 years but less than 10 years</td>
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<td>5 weeks</td>
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<tr>
<td>10 years but less than 11 years</td>
<td>11 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>11 years but less than 12 years</td>
<td>12 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>12 years but less than 13 years</td>
<td>13 weeks</td>
<td>2 weeks</td>
</tr>
<tr>
<td>13 years but less than 14 years</td>
<td>14 weeks</td>
<td>1 week</td>
</tr>
<tr>
<td>14 years or more</td>
<td>15 weeks</td>
<td>nil</td>
</tr>
</tbody>
</table>

iii) Benefits are based on an employee's regular earnings and paid through payroll.

iv) For the purpose of this article, continuous service is deemed to include continuous service outside the bargaining unit.

v) Interrupted periods of total disability occurring after the benefit becomes payable are considered a single period if:
   • a successive disability is related to the employee's previous disability and it begins within three consecutive months of the date that she/he returned to work.
   • a successive disability occurs within one month and total disability is due to an entirely unrelated cause.
h) Vision Care - effective the first of the month following full ratification of this agreement. Benefit $375/24 months.

i) For employees retiring on a reduced or unreduced pension with a minimum of 5 years of service at a minimum age 55, employees may elect the following up to age 65:

   a) **Life Insurance**
      maximum life $50,000, 50% employer paid reduced to $2,500 (Region paid) at age 65

   b) **Extended Health**
      50% employer paid, 80% reimbursement
      Vision Care 80% of $200 every 24 Months

   c) **Dental**
      50% employer paid, annual maximum of $2,000 per person, per calendar year.
      Basic - 80% reimbursement.
      Major restorative - 50% reimbursement.
      Orthodontics - maximum $750 per year to a lifetime of $1500, 50% reimbursement (eligible dependent children only)

   d) **Health Spending Account (HSA)**
      to pay for Medical/Dental benefits not covered by the plan and deemed eligible by the Canada Customs and Revenue Agency.
      $750 if both Extended Health and Dental coverage elected.
      $375 if either Medical or Dental elected.

      A carry over to the maximum of a two year accrual of the HSA can occur subject to the regulations as established by the Canada Customs and Revenue Agency and the contract between the Region and the Benefit Provider.

   e) **Survivor Benefits**
      In the event of death of the employee, the spouse may continue benefits if the spouse continued to pay the applicable premiums, until the end of the month in which the deceased retiree would have reached 65 years of age.
j) **Nurses who have reached age 70 will be entitled to the following benefits:**

(a) Compulsory Life Insurance coverage of one (1) times basic earnings, reducing to $2,500 at age 75, to be 100% Employer paid. Optional employee life insurance will end at age 70; optional spousal life insurance coverage will end earliest of when employee retires, or when employee or spouse reaches age 70.

(b) Compulsory Accidental Death and Dismemberment (AD&D) Insurance of one (1) times basic earnings, ending at age 75 to be 100% Employer paid. Optional employee accidental death & dismemberment (AD&D) coverage will end at age 70; optional dependent (AD&D) coverage will end earliest of when employee retires or when employee or spouse reaches age 70.

(c) Extended Health Benefits as noted in 21.02 (c);

(d) Compulsory Dental Plan as noted in 21.02 (f);

(e) Compulsory Short Term Disability Plan as noted in 21.02 (g)

(ii);

(f) Emergency Leave coverage as noted in 14.06.

**21.03** The Employer shall make available to nurses:

a) Voluntary Accidental Death and Dismemberment Plan

b) Long Term Disability Insurance Plan

All nurses who choose to participate in these schemes shall pay the nurse's premium cost. Nurses engaged after December 1, 1974, shall as a condition of employment participate in the Long Term Disability Insurance Plan up to age 65 and underwrite the monthly premium cost.

**21.04** Effective May 1, 1992 the Employer will provide the insured benefit plans set out above in Articles 21.02 and 21.03(a) to part-time nurses, in accordance with the rules and regulations of the plans held by the insurance companies. Benefits for part-time nurses will be paid at a rate of 50% of full-time benefits, and in accordance with Article 21.02 g) for incidental absence days and Short Term Disability.

**21.05** The Employer shall pay 100% of the billed OHIP premiums for eligible full-time nurses and eligible regular part-time nurses.
21.06 The Employer shall provide as a condition of employment, a pension scheme comprised of the Ontario Municipal Employee's Retirement System (OMERS Basic Plan) as authorized by the Region's by-law, which is integrated with the Canada Pension Plan.

21.07 The Employer shall provide coverage for nurses under the Workplace Safety and Insurance Act.

21.08 The Union shall be provided with copies of all insurance policies that are described in this Article and in future whenever there is a change in the provisions of the coverage.

21.09 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with employees of the portion (5/12th) of the Employer’s Employment Insurance reduced premium cost, assuming that the Employer’s request for such premium cost reduction is approved by Human Resources Development Canada.

ARTICLE 22 – JOINT MODIFIED WORK COMMITTEE

22.01 The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member from that office selected or appointed by the local Union, and one (1) Employer member from each employee’s location to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chairperson.

22.02 The Committee Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Benefits Plan Administrator, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.

22.03 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:

a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,

b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.
22.04 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

22.05 All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker.

22.06 The Committee will be responsible for:
   I. Determining if the employee's regular job can be modified;
   II. Comparing the demands of jobs and tasks with an employee's current abilities;
   III. Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
   IV. Such other related matters as the Committee deems appropriate.

ARTICLE 23 - SCHEDULES

23.01 The following schedule is attached hereto and shall form part of this Agreement:
   Schedule 1 - Classifications and Rates of Pay
   Schedule 2 – Paramedical Practitioners
   Schedule 3 – Medicare Supplement Benefit Provision
   Schedule 4 – Temporary and Casual Articles

ARTICLE 24 – DURATION

24.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of January 2012 to the 31st day of December 2014. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of December 2014, or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

Signed this 7th day of September, 2012

For the Union:

For the Employer:

Heidi Manning, National Representative
Kurt Gillispie, Commissioner Employee and Business Services
Michelle Egle, Vice President
Kathie Smith, Commissioner Health Services
Andrew Graham, Manager Employee Relations
## SCHEDULE 1

### CLASSIFICATIONS AND RATES OF PAY

<table>
<thead>
<tr>
<th>Step</th>
<th>Public Health Nurse</th>
<th>Registered Nurse</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Effective January 5, 2012</td>
<td>Effective June 20, 2013</td>
</tr>
<tr>
<td></td>
<td>Hourly Wage</td>
<td>Annual Wage</td>
</tr>
<tr>
<td>7 Yrs Sen.</td>
<td>41.72 $75,930</td>
<td>42.14 $76,689</td>
</tr>
<tr>
<td>6 Yrs Sen.</td>
<td>39.65 $72,162</td>
<td>40.05 $72,884</td>
</tr>
<tr>
<td>5 Yrs Sen.</td>
<td>38.51 $70,079</td>
<td>38.89 $70,780</td>
</tr>
<tr>
<td>4 Yrs Sen.</td>
<td>37.74 $68,678</td>
<td>38.11 $69,365</td>
</tr>
<tr>
<td>3 Yrs Sen.</td>
<td>36.98 $67,296</td>
<td>37.35 $67,969</td>
</tr>
<tr>
<td>2 Yrs Sen.</td>
<td>36.24 $65,952</td>
<td>36.60 $66,612</td>
</tr>
<tr>
<td>1 Yrs Sen.</td>
<td>35.51 $64,626</td>
<td>35.86 $65,272</td>
</tr>
<tr>
<td>Start</td>
<td>34.80 $63,339</td>
<td>35.15 $63,972</td>
</tr>
<tr>
<td></td>
<td>36.16 $65,819</td>
<td>36.53 $66,477</td>
</tr>
<tr>
<td>6 Yrs Sen.</td>
<td>35.44 $64,494</td>
<td>35.79 $65,139</td>
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<td>34.75 $63,245</td>
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<tr>
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<td>33.72 $61,369</td>
<td>34.06 $61,983</td>
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<td>3 Yrs Sen.</td>
<td>33.04 $60,138</td>
<td>33.37 $60,739</td>
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<td>2 Yrs Sen.</td>
<td>32.39 $58,946</td>
<td>32.71 $59,535</td>
</tr>
<tr>
<td>1 Yrs Sen.</td>
<td>31.74 $57,772</td>
<td>32.06 $58,350</td>
</tr>
<tr>
<td>Start</td>
<td>31.11 $56,616</td>
<td>31.42 $57,182</td>
</tr>
</tbody>
</table>

**NOTES:**

1) Nurses who are employed on a regular part-time basis shall progress through the salary grid on the basis of every 1820 hours worked.

2) As of January 1, 1992 casual and temporary nurses will be placed upon the appropriate step of the foregoing wage schedule based upon hours worked between January 1, 1990 and December 31, 1991. Thereafter, further progression on the grid will be based on every 1820 hours worked, and any hours worked since January 1, 1990 over and above the total hours used to place the nurse on the grid will continue to accumulate towards the next 1820 hours.
3) Nurses conducting Pre-natal Classes will be compensated at the rate of three (3) times the hourly seven (7) year step rate for PHNs per class.

4) Nurses who are transferred for the convenience of the Employer for a period in excess of five (5) consecutive working days, shall be paid either their own classification rate or the rate of the classification to which transferred, whichever is higher, for all time worked in the classification to which transferred. If such transfer is for a period of less than five (5) consecutive working days, then the nurse's regular classification rate shall apply.

5) A nurse while engaged as a "Charge-Nurse", shall be paid a premium of 7% for all hours worked as such. The Charge-Nurse shall be required to supervise the unit's members and the needs of that unit in the temporary absence of the team unit's supervisor. A Charge-Nurse is not vested with authority to dispense disciplinary measures or action, hire, or discharge.

6) a) Effective January 1, 2004, the Employer will credit a newly hired Public Health Nurse with:

   • one (1) increment for each one (1) year of nursing experience, provided that the nurse attained a Baccalaureate Degree in nursing prior to working in those related settings. Previous experience must have been gained within the past seven (7) years, or;

   • one (1) increment for each two (2) years of nursing experience prior to obtaining a Baccalaureate Degree in nursing. Previous experience must have been gained within the past seven (7) years.

   If a period of five (5) years has elapsed since the nurse has occupied such a position, then the increment shall be at the discretion of the Employer.

   b) The Employer will credit a newly hired Registered Nurse with one (1) increment for each one (1) year of previous nursing experience provided it has been gained in the past (7) seven years.
If a period of five (5) years has elapsed since the nurse has occupied such a position, then the increment shall be at the discretion of the Employer.

c) The nurse must provide the employer within sixty (60) days of hire, documentation to support previous experience.
SCHEDULE 2

PARAMEDICAL PRACTITIONERS

The following expenses are reimbursed one-hundred percent (100%) subject to the specified per visit maximums. Referral to these services by a licensed physician is not required for reimbursement.

Professional services of the following licensed, certified or registered paramedical practitioners (when operating within their recognized fields of expertise) up to $275 for each covered person per benefit plan year for each practitioner: Chiropractor*, Massage Therapy, Naturopath, Chiropodist, Osteopath*, Physiotherapist, Podiatrist**, Psychologist, Speech Therapist, Audiologist, Social Worker, Dietician and Occupational Therapist.

* includes a maximum of $15 for one x-ray examination ordered by a licensed chiropractor or osteopath

** an additional $100 per benefit plan year may be paid per covered person for the surgical removal of toenails or the excision of plantar warts.

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where a practitioner is charging over and above the government fee schedule, the difference between the government fee and the practitioner charge may be claimed.

Professional services of a Registered Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of $15,000 during any period of three (3) consecutive benefit plan years.

The Registered Nurse (RN) or practitioners noted above may not be someone normally residing in the patient’s home.

Hearing Aids up to a maximum benefit of $500 for each covered person, every five (5) benefit years.
SCHEDULE 3

MEDICARE SUPPLEMENT BENEFIT PROVISION

FOR ALL DIVISIONS

ELIGIBLE EXPENSES

Eligible Expenses are charges for the following services or supplies which are medically necessary in relation to the nature and severity of the Illness.

Prescription Drug Benefit

Drugs or supplies must be prescribed by a Doctor or Dentist and dispensed by a licensed pharmacist.

Certain Drugs prescribed by other qualified health professionals will be covered the same way as if the drugs were prescribed by a Doctor or a Dentist if the applicable provincial legislation permits them to prescribe those drugs.

For Public Health

Subject to Ineligible Expenses, charges for medication listed in the Federal or Provincial Drug Schedules which bears a Drug Identification Number (DIN) and which requires a prescription. Injectable drugs, injectable vitamins, insulins and allergy extracts bearing a DIN. Extemporaneous preparations and compounds, of which at least one ingredient is an eligible drug under this benefit provision. All disposable needles (including disposable needles for reusable insulin delivery devices), syringes, lancets and chemical reagent testing materials used for monitoring diabetes. Non-prescription drugs with a DIN prescribed by a Doctor in the treatment of certain chronic conditions. Drugs for the treatment of infertility which require a prescription. Drugs for the treatment of erectile dysfunction, when prescribed in writing by a Doctor, up to a maximum of $1,200 per person in a benefit year. For Public Health, smoking cessation products available only when prescribed in writing by a Doctor, up to a lifetime maximum of $500 for each person.
Ineligible Expenses

Payment is not made for

1. atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, reusable insulin delivery devices, delivery or extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for any of the above.
2. oral vitamins, minerals dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such items are prescribed for medical reasons, except where Federal or Provincial law requires a prescription for their sale.
3. diaphragms, condoms, contraceptive jelly/foams/sponges/suppositories, intrauterine devices (IUD’s), contraceptive implants, or appliances normally used for contraception, whether or not such items are prescribed for medical reasons.
4. proprietary medicines bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act, Canada, or homeopathic preparations.
5. prescriptions dispensed by a Doctor, clinic, Dentist or in any non-accredited hospital pharmacy, or for treatment as an in-patient or out-patient in any hospital, including emergency status drugs and investigational status drugs, unless otherwise approved by Sun Life.
6. any preventive immunization vaccine or toxoid.
7. any allergy extract compounded in a lab and not bearing a DIN.
8. items deemed cosmetic, such as topical minoxidil or sunscreens (including those requiring a prescription), whether or not such items are prescribed for medical reasons.
9. any medication which the person is eligible to receive under the provisions of the Pharmacare Plan or any Government Plan in the person’s Province of residence.
10. muscle relaxants which do not require a prescription.
SCHEDULE 4

Temporary and Casual Articles

Casual and temporary nurses are covered only by Articles 1.01, 1.02(d), 1.03, 2, 3.01, 3.02, 3.03, 4, 5, 6, 7, 8, 9, 14.01, 14.08, 15.01, 16.03, 17.03, 20.01, 22, 23.

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all nurses employed in a nursing capacity in the Department of Health Services of the Regional Municipality of Peel save and except Supervisor and persons above the rank of Supervisor.

1.02 The Employer recognizes the following categories of nurses:
   d) A casual nurse who is hired for intermittent period(s) of work on an irregular basis.

1.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario.

   A Public Health Nurse is a registered nurse possessing a Bachelor of Nursing Degree or a Public Health Nursing Certificate or equivalent accreditation recognized by the Employer.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the employer to generally manage the enterprise and, without restricting the generality of that function, to:

   a) Maintain order, discipline and efficiency;

   b) Hire, promote, demote, transfer, reclassify, discipline, suspend or discharge any nurse who has acquired seniority, for just cause, provided that a claim by such nurse that he/she has been improperly dealt with in contravention of the provisions in this Agreement may be the subject of a grievance and dealt with as hereinafter provided;
c) Operate and manage its operations in all respects in accordance with its commitments and responsibilities and in pursuance of its policies, to decide on the number of nurses needed in any classification, establish job qualifications, determine the location of operations, the schedules and assignment of work, the methods, processes and means of operation, and the extension, curtailment or cessation of operation.

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

ARTICLE 3 - RELATIONSHIP

3.01 Neither party to this Agreement nor representatives of the parties shall discriminate against any nurse because of the nurse’s participation in, or lack of participation in the Union. The parties also agree that they shall not discriminate for any reasons covered by the provisions of the Ontario Human Rights Code.

3.02 The Union shall not solicit membership or hold meetings during the working hours of nurses, except with the consent of the employer. Such consent shall not be unreasonably withheld.

3.03 Where the singular is used, it shall be deemed to mean the plural where the content so requires. Similarly, where the masculine gender is used, it shall be deemed to include the feminine gender where the content so requires.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Employer agrees to deduct Union dues from each pay for every Nurse. The monies so deducted shall be forwarded to the local Union Treasurer by the fifteenth (15th) day of the month following the month for which such deductions are made. The Union shall certify the amount of the monthly dues to the Employer.

4.02 The Union shall save the Employer harmless from any and all claims for amounts from nurses' pay in accordance with the terms of this Article.
ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

The words "strike" and "lockout" shall be defined as in the Ontario Labour Relations Act.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Union may select a Committee of four (4) nurses who have completed their probationary period of employment. The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee, when necessary, for purposes of negotiation of the terms of this Agreement.

6.02 Committee members shall not leave their regular duties for the purposes of conducting any business on behalf of the Union, or in connection with this agreement, without first obtaining the permission of the Divisional Director or his/her designate. Committee members shall suffer no reduction in normal earnings as a result of time spent in negotiations or in servicing grievances.

6.04 Should either party to this Agreement desire a meeting, then representatives of each party shall meet at a mutually convenient time to discuss professional matters. The representatives shall meet four (4) times per year. Additional meetings may be scheduled upon agreement of the co-chairpersons. The Employer may send three (3) representatives, the Union may send three (3) representatives, two (2) of whom shall be members of the Union. The agenda for such meetings will be submitted at least one (1) week in advance and shall not deal with matters covered by Article 8. Union/Management meetings to be held at no loss of pay and meetings to be held within ten (10) days of request to meet.

a) The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.

b) The parties will share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff. Management will distribute the
Collective Agreement to the membership as soon as possible following ratification and provide all new hires with a copy of the Collective Agreement. Management staff will also provide the Union executive with an additional fifty (50) copies of the Collective Agreement.

c) The parties shall meet within thirty (30) days of Notice to Bargain.

6.05 The Health Department agrees to abide by the provisions and appropriate regulations of the Occupational Health and Safety Act. Recognizing its responsibilities under the applicable legislation, the employer agrees to accept the following composition of its Joint Health and Safety Committee for each workplace:

Union Workers Committee Members:
One (1) union representative to be selected by the Union to represent all workplaces, and
One (1) union representative to be selected by the Union from each particular workplace.

Other Committee Members:
One (1) member selected by the Employer to represent all workplaces, and
One (1) non-bargaining employee representative to be selected by non-bargaining employees from each particular workplace.

The parties agree to advise each other of the names of the selected representatives.

6.07 Right to Have A Steward Present

Any nurse, including a nurse in her/his probationary period, shall have her/his steward present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties to this agreement shall pass to and from the Commissioner of Employee and Business Services of the Regional Municipality of Peel or designate and the Unit Vice President of the Union or designate, and the CUPE National Representative, with a copy to the Chief Steward of the Union or designate unless otherwise provided herein.
ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

8.02 If the party lodging a grievance fails to meet the time limits at any stage, the grievance shall be null and void. If the party replying to the grievance fails to meet the time limits, the grievance shall automatically proceed to the next stage. Section 48(16) of the Ontario Labour Relations Act, S.O. 1995, c. 1, Sch. A, as amended, shall not apply to this agreement.

8.03 If a nurse has a complaint involving any matter within the terms of this Agreement, the matter shall be taken up verbally with the immediate Supervisor.

8.04 If the matter cannot be resolved by the immediate Supervisor, nothing in this Agreement shall prevent a nurse from discussing a problem or complaint with the Manager and/or Divisional Director without recourse to the formal grievance procedure.

8.05 The formal grievance procedure shall be as follows:

STEP 1

If the verbal discussion with the Immediate Supervisor is not satisfactory to the nurse concerned, then the grievance shall be reduced to writing, dated and signed by both the grievor and a Union Representative and presented to the Divisional Director or his/her designate within ten (10) working days of the circumstances which gave rise to the grievance. Within five (5) working days after a grievance has been referred to him/her, the Divisional Director, or his/her designate, shall meet with the grievor and a Union Representative to discuss the grievance. A written reply to the grievance shall be given within ten (10) working days after this meeting has been held.

STEP 2

If the reply at Step No. 1 is not satisfactory to the nurse concerned, the grievance may, within ten (10) working days following the said reply, be referred to the Commissioner of Employee and Business Services.
Within ten (10) working days after a grievance has been referred to him/her the Commissioner of Employee and Business Services, or his/her designate shall meet with the grievor and a Union Representative and a Grievance Officer to discuss the grievance. At this meeting a representative of the Canadian Union of Public Employees will attend if either party requests. A written reply to the grievance will be given within ten (10) working days after this meeting has been held.

8.06 If a grievance involves the discharge of a nurse, then reasons for discharge shall be given in writing. Such a grievance shall proceed directly to Step No.2 of the grievance procedure and must be presented in writing, dated and signed, by both the grievor and a Union Representative within ten (10) working days following discharge. A grievance claiming unjust discharge may be settled by confirming the Employer's action or by reinstating the nurse and making him/her whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or an Arbitration Board.

8.07 The Employer or the Union may file a grievance concerning the general application or interpretation of this Agreement. Said grievance shall be reduced to writing, dated and signed, and processed at Step 2 of the grievance procedure within twenty (20) working days after the circumstances causing the grievance.

8.08 If a grievance is to be referred to arbitration by either party, it shall be so referred within ten (10) working days after the reply at Step No. 2.

8.09 Any of the time allowances provided above and in Article 9 below may be extended by mutual agreement between the parties.

8.10 Personnel Record
Any letter of reprimand, suspension, or other sanction shall be removed from the nurse’s personnel file after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.
ARTICLE 9 - ARBITRATION

9.01 Reference to Arbitration

The parties agree that a grievance concerning the application, interpretation, administration or alleged violation of this Agreement and including any question as to whether a matter is arbitrable which has been properly carried through all steps of the grievance procedure outlined in Article 8 may be referred to Arbitration, at the written request of either of the parties hereto. A Sole Arbitrator must be used unless both parties agree that they wish a board of arbitration. The request shall be made by letter addressed to the other party of the Agreement indicating names of Sole Arbitrators or the name of its nominee on an Arbitration Board if a board has been agreed by both parties.

9.02 Appointment of Arbitrator

If the request is to use an Arbitration Board, the parties shall provide the name and address of its nominee to the other party. The two nominees shall select an impartial chair.

If the request is to use a Sole Arbitrator, the responding party shall indicate agreement or disagreement with the Arbitrators proposed. Within five (5) days thereafter, if the party disagrees with the choice(s) of Arbitrator, they will propose their choice(s) of an Arbitrator to the other party. If the parties are still in disagreement, the above shall continue for not more than (30) days at which time a request for an appointment of an arbitrator may be made to the Minister of Labour.

9.03 Failure to Appoint

If the party receiving the notice fails to appoint a Sole Arbitrator, or nominee as the case may be, or if the two appointees fail to agree upon a chair within thirty (30) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

9.04 Decisions of the Arbitration Board or Arbitrator

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration or Arbitrator shall be final and binding.
The Board of Arbitration or Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision inconsistent with the provisions of this Agreement.

The Board of Arbitration or Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Ontario Labour Relations Act, S.O. 1995, c.1.Sch.A.

9.05 **Disagreement on Decision**

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

9.06 **Expenses of the Arbitration Board or Sole Arbitrator**

Each party shall pay:

a) The fees and expenses of the nominee it appoints;
b) One-half the fees and expenses of the Chair or Sole Arbitrator

9.07 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

9.08 **Attendance at Arbitration**

Attendance at arbitration shall be with no loss of pay or benefits for the Grievance Committee and the grievor(s).

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 **General Leaves**

The Divisional Director or designate may grant leave of absence to nurses for personal reasons, provided that reasonable advance notice is given in writing. Such leave shall be without pay, and seniority shall be retained, but not accumulated.
14.08 **Religious Observance Obligation**

Employees will be granted time off with pay in order to attend to religious observance obligations that conflict with their regular scheduled hours of work in accordance with the Ontario Human Rights Code.

**ARTICLE 15 - PHONE-IN**

15.01 Nurses who are unable to report for work at their scheduled time shall phone in to a supervisor or his/her designate as soon as possible before the start of their shift and the nurse must identify any outstanding work which is required to be addressed in her/his absence. In the event that the nurse is unable to get in contact with the supervisor, the nurse must leave a voicemail message with the Supervisor or designate.

Similarly, nurses are required to advise supervision of their anticipated date of return as far in advance as possible. In cases of emergency the call may be made by another person on his/her behalf.

16.03 **Weekend Premium**

Any employee who works on Saturday and/or Sunday will receive a weekend premium of two dollars and fifty cents ($2.50) per hour for all hours worked.

**ARTICLE 17 - VACATIONS WITH PAY**

17.03 Casual and temporary nurses shall be paid vacation pay at the rate of six (6) percent of their gross annual earnings.

**ARTICLE 20 - TRANSPORTATION ALLOWANCE**

20.01 All nurses shall receive a transportation allowance to be paid in accordance with the Employer's travel allowance policy whenever nurses are required to operate a privately owned automobile in the course of their employment.
ARTICLE 22 – JOINT MODIFIED WORK COMMITTEE

22.01 The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member from that office selected or appointed by the local Union, and one (1) Employer member from each employee’s location to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chairperson.

22.02 The Committee Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Benefits Plan Administrator, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.

22.03 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:

   c) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,

   d) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.

22.04 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

22.05 All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker.

22.06 The Committee will be responsible for:

   I. Determining if the employee's regular job can be modified;
   II. Comparing the demands of jobs and tasks with an employee’s current abilities;
   III. Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
   IV. Such other related matters as the Committee deems appropriate.
ARTICLE 23 - SCHEDULES

23.01 The following schedule is attached hereto and shall form part of this Agreement:

Schedule 1 - Classifications and Rates of Pay

**SCHEDULE 1**

**CLASSIFICATIONS AND RATES OF PAY**

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<thead>
<tr>
<th>Step</th>
<th>Public Health Nurse</th>
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<th>Registered Nurse</th>
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Letter of Understanding

Between

Regional Municipality of Peel

and

C.U.P.E. Local 966 – Public Health Sector

COMPRESSED WORK WEEK

Pursuant to the original Compressed Work Week Arrangement outlined in the March 19, 1993 Memorandum of Settlement, the Employer and the Union agree to the following:

1. The Compressed Work Week will remain as a 14/15 arrangement where nurses are scheduled to work a total of one hundred and five (105) hours over a fourteen (14) working day period, Monday to Friday;

2. The extra half hour may be scheduled between 8:00 and 8:30 a.m., during the lunch hour between 12 noon and 2:00 p.m. or between 4:30 and 5:00 p.m.. The scheduled hours of work shall be determined in consultation between the nurse and her supervisor as outlined in the original Compressed Work Week agreement;

3. All other terms agreed to in the original Memorandum of Settlement will remain in effect.

In the event these revisions result in greater cost to the Employer and do not meet program requirements, the Employer will revert to the original March 19, 1993 Memorandum of Settlement.

Signed this 7th day of September, 2012.

For the Union:

Heather Manning, National Representative

Michelle Eagle, Uni-Vice President

For the Employer:

Kent Gilkes, Commissioner: Employee

Jarette Smith, Commissioner Health

Andrew Graham, Manager Employee

Relations
Letter of Agreement  
Between  
The Department of Health Services  
of the  
Regional Municipality of Peel  
and the  
Canadian Union of Public Employees  
Local 966 – Public Health Sector  

PAY EQUITY MAINTENANCE  
The Employer and the Union agree to the continuation of the “Pay Equity Maintenance Committee” (hereinafter referred to as “the Committee”) whose purpose will be to maintain pay equity for the employees of the bargaining unit on a total compensation basis as defined by the Pay Equity Act.  
The Committee will be comprised of three (3) members from CUPE 966 and an equal number of members provided by the Employer.  
The Committee will determine the Job Evaluation tools including the Questionnaire, the Job Evaluation Questionnaire Administration Guide and factor weightings. The Committee shall be supplied with all relevant job documentation, existing job descriptions, job specifications, ratings and evaluation results, where they exist.  
No classification shall have its rate of pay reduced because of any new evaluation and/or Pay Equity maintenance.  
Nothing in this Letter of Agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as representatives of either party to the Committee. They shall function as consultants/advisors with voice but no vote, and shall not sit as members of the Committee. Either party wishing to have a consultant/advisor present for a Committee meeting, shall provide thirty (30) days notice of their intent to invite their consultant/advisor to the meeting.  
Should a disagreement occur, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration.
Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator’s fees and expenses shall be determined in advance and shall be borne equally by both parties. Should the parties be unable to agree on a single arbitrator within ten (10) working days of either party’s notice to arbitrate, the matter shall be forwarded to the Pay Equity Commission for resolution.

The Employer shall release without loss of regular pay or benefits or seniority, the representatives named by the Union to attend sessions of the Committee and will accommodate the workloads of committee members to allow the committee’s work to be completed in a reasonable period of time.

The implementation of any pay equity changes shall be in accordance with the Pay Equity Act of Ontario.

Signed this 7th day of September 2012

For the Union

Thain Manning, National Representative

Michelle Eagles, Union Vice President

For the Employee

Kurt Gillett, Commissioner, Employee and Business Services

Jacqueline Smith, Commissioner, Health Services

Andrew Graham, Manager Employee Relations
Letter of Agreement

Between

The Department of Health Services
of the
Regional Municipality of Peel

and the

Canadian Union of Public Employees
Local 966 – Public Health Sector

REGULAR WEEKEND SCHEDULES

In the event of a regular weekend schedule, the Employer agrees to rotate the work in this schedule amongst nurses in the program affected, possessing the required qualifications, ability, experience and/or training.

Signed this 7th day of September, 2012

For the Union:
Heather Manning, National Representative
Michelle Eagle, Local Vice President

For the Employer:
Kent Gillis, Commissioner Employee and Business Services
Lorette Smith, Commissioner Health Services
Andrew Graham, Manager Employee Relations
Letter of Agreement

Between

The Department of Health Services
of the
Regional Municipality Of Peel

and the

Canadian Union of Public Employees
Local 966 – Public Health Sector

HOURS OF WORK and WORK WEEK

Notwithstanding Article 16.01(a), a Nurse may arrange with the Employer in conjunction with the Union to have working days and hours different from the terms of the Collective Agreement in order to accommodate such personal arrangements as participation in a Master’s program.

These arrangements will not be subject to overtime. The approval of the arrangement will be at the sole and unfettered discretion of the Employer.

Signed this 7th day of September 2012

For the Union

Helen Manning, National Representative

Michelle Eagle, Uni Vice President

For the Employer

Kent Gilliespie, Commissioner Employee and Business Services

Lorette Smith, Commissioner Health Services

Andrew Grahame, Manager Employee Relations
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TEMPORARY CHANGES to SCHEDULE UNDER ARTICLE 16.01 b

On a trial basis for the balance of the collective agreement, the following procedure will apply:

1. Volunteers with the required qualifications, ability experience and/or training will be sought within the program in the first instance.
2. If there is no such volunteer, the work will be distributed amongst nurses in the program possessing the required qualifications, ability, experience and/or training on a rotational basis in reverse order of seniority.

Signed this 14th day of November, 2012

For the Union:

[Signature]

Kathleen Manning, National Representative

Michelle Easby

For the Employer:

[Signature]

Kent Gillicie, Commissioner Employee and Business Services

[Signature]

Annette Smith, Commissioner Health Services

[Signature]

Andrew Graham, Manager Employee Relations
Letter of Agreement

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and

The Canadian Union of Public Employees
And its Local 966 – Public Health Sector

LEARNING ASSIGNMENTS

The Employer may elect to fill temporary positions with a Learning Assignment for a defined period of time. Learning Assignments are filled through a posting.

The employee undertaking a Learning Assignment and the supervisor overseeing the Learning Assignment will sign a letter of understanding outlining the length of the assignment and learning objectives. Learning Assignments have specific learning goals and objectives for which the nurse is held accountable. A nurse accepting a Learning Assignment will have their full/part time position protected without any loss of current entitlements.

Signed this 7th day of September 2012

For the Union:
Helen Manning, National Representative

Michelle Edge, Vice President

For the Employer:
Kent Gillis, Commissioner Employee and Business Services

June Smith, Commissioner Health Services

Andrew Graham, Manager Employee Relations
Letter of Agreement

Between

The Regional Municipality of Peel

and

The Canadian Union of Public Employees
And its Local 966 – Public Health Sector

STEWARD MEETINGS

When required, however, not more than once per quarter, the Unit Vice President, along with all Union Stewards, including the Chief Steward, shall be allowed to meet three and one half (3.5) hours, without loss of pay, to discuss labour relations and workplace issues pertaining to the Public Health Department.

The meeting shall be scheduled two weeks prior to the regularly scheduled Nurse/Management meetings in order that concerns/issues can be brought forward to the Management representatives one week in advance of the meetings, allowing them time to investigate the issues.

This letter establishes these meetings on a trial basis for the duration of this collective agreement. The effectiveness of these meetings will be reviewed periodically at Nurse/Management.

Signed this 7th day of September 2012

For the Union

Helen Manning, National Representative

Michelle Eagle, Unit Vice President

For the Employer

Robert Bullock, Commissioner Employee
and Business Services

Laetitia Smith, Commissioner Health
Services

Andrew Graham, Manager Employee
Relations
Letter of Agreement

Between

The Regional Municipality of Peel

and

The Canadian Union of Public Employees
And its Local 966 – Public Health Sector

JOINT JOB EVALUATION COMMITTEE

1. The parties agree to maintain a Joint Job Evaluation Committee consisting of four (4) members from the Employer and four (4) members elected or appointed by the Union. This Joint Job Evaluation Committee shall have equal representation and participation from both parties.

2. The Joint Job Evaluation Committee will have an administrative non-voting staff member assigned to take minutes and maintain records of all decisions of the Joint Job Evaluation Committee.

3. The Joint Job Evaluation Committee shall have the power:
   a) To determine the process and procedure in order to commence and complete the Job Evaluation Program
   b) To perform the duties as outlined in the process and procedures to complete the program.
   c) To develop the objective criteria for evaluating bargaining unit positions in Public Health.
   d) To evaluate the jobs/positions using the Job Evaluation Manual as developed.
   e) To develop a maintenance procedure for the program.

4. Documents for the Committee

The Committee shall be supplied with all existing job descriptions, job specifications, ratings and evaluation results (if any exist).
5. Attendance at Meetings

The Employer shall release without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.

6. Job Evaluation Consultants

Both parties to this agreement shall engage a consultant/advisor as a representative to the Joint Job Evaluation Committee. They shall function as consultants/advisors with a voice but no vote, and shall not sit as members of the Joint Job Evaluation Committee.


In accordance with this agreement, the Committee shall reduce to writing a “Maintenance Procedure Manual.”

8. Terms of Reference will be developed at the first Joint Job Evaluation Committee meeting which will also include implementation plans.

Signed this 7th day of September 2012

For the Union:

[Signature]

For the Employer:

[Signature]

Helen Manning, National Representative

Kent Gilleece, Commissioner Employee and Business Services

Michelle Eagle, Chief Vice President

Jocelle Smith, Commissioner Health Services

Andrew Gosharn, Manager Employee Relations
Letter of Agreement

Between

The Regional Municipality of Peel

and

The Canadian Union of Public Employees
And its Local 966 – Public Health Sector

EARLY RETIREE BENEFITS

The parties agree that any enhancements to the Early Retiree Benefits will be implemented across the Region of Peel and deemed to be included in the current Collective Agreement.

Signed this 14th day of September 2012

For the Union:

[Signature]

Michelle Eagle, Unifor Vice President

For the Employer:

[Signature]

Kent Gilchrist, Commissioner, Employee and Business Services

[Signature]

Jude Smith, Commissioner Health Services

[Signature]

Andrew Graham, Manager Employee Relations
Memorandum of Agreement

Between

The Department of Health
of the
Regional Municipality Of Peel

and the

Canadian Union of Public Employees
Local 966 – Public Health Sector

SHORT TERM DISABILITY

Whereas, the Employer acknowledges that claims for Short Term Disability benefits (self insured sickness plan) under Article 21 of the current Collective Agreement are arbitrable; and

Whereas, the Employer and the Union agree that should there be a change, that the Employer considers material, in the language of the Collective Agreement, the manner in which the benefits are administered or the jurisprudence, the Employer may notify the Union that the Employer's position on this issue has changed. Upon such notice, either party may pursue the matter to arbitration; and

Whereas, the parties wish to establish a protocol to deal with disagreements on the adjudication of claims for Short Term Disability benefits.

Therefore, the parties hereby agree and acknowledge that by virtue of their signatures, or that of their authorized representatives, to the establishment of the following protocol to resolve such disagreements:

1. An employee who disagrees with the adjudication decision of the Employer’s Occupational Health Nurse, denying Short Term Disability benefits shall file a grievance in accordance with Article 8 of the Collective Agreement.

2. The grievance shall be held in abeyance until such time as the following steps have been completed. The parties agree that neither party shall raise an objection on the timeliness of the grievance as a result of following these steps.
3. At the time the grievance is filed, the grievor shall agree to meet with the Human Resources Associate and sign releases allowing the grievor's medical professional to provide all medical information relevant to the denied claim to the Employer's Occupational Health and Safety Nurse and to the Union.

4. After reviewing the relevant medical information, the Employer's Occupational Health and Safety Nurse shall indicate to the Employer's Manager of Health and Safety and the Union whether she/he agrees with the appeal or not.

5. Should the Employer's Occupational Health and Safety Nurse agree with the appeal of the employee, the Manager, Workplace Health and Safety shall direct the insurance company to pay the claim for the period of time indicated by the Employer's Occupational Health and Safety Nurse. This decision will be communicated to the grievor and the Union.

6. Should the Employer's Occupational Health and Safety Nurse disagree with the appeal, she/he shall inform the grievor and the Union of her/his findings, including the reasons for her/his disagreement. At the request of the Union, the Employer, the Union and the grievor may meet to discuss the claim for benefits.

7. Should the matter not be resolved at #6 above, the grievor shall agree to attend an Independent Medical Examination (I.M.E.) to determine the extent of the grievor's disability and their ability to report to work. In advance of the I.M.E., the medical professional shall be provided with a copy of the Job Description and a Physical Demands Analysis for the job. The cost of the I.M.E. shall be fully paid by the Employer. The grievor shall sign the necessary releases allowing the results of the I.M.E. to be shared with the Employer's Occupational Health and Safety Nurse and the Union.

8. Should the grievor still disagree with the determination reached in #7 above, the parties shall schedule a final step grievance meeting in accordance with Article 8 of the Collective Agreement.

9. Should the parties be unable to resolve the matter at the final step grievance meeting, the matter shall be referred to arbitration in accordance with the Collective Agreement.
Signed this 14th day of September 2012

For the Union:

Helen Manning, National Representative

Michelle Eagle, Union Vice President

For the Employer:

Karl Gillooly, Commissioner, Employee and Business Services

Lauretta Smith, Commissioner, Health Services

Andrew Graham, Manager, Employee Relations
Minutes of Settlement

Between

The Department of Health
of the
Regional Municipality Of Peel

and the

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Local 966 – Public Health Sector

JOB COMPETITION PROCESS

The Employer confirms the following in regards to job competition process:

a) Although Temps/Casuals may participate in the competition process the same time as Regular FT/PT, their marks are evaluated separately i.e the marks of the Regular FT/PT Employees are not compared to the marks of the Temps/Casuals, they are compared internally to each group; and

b) Only if no Regular FT/PT Employees possess the required criteria as outlined in Article 11.01 c) to fill the vacancy will the results for the Temps/Casuals be evaluated and a job awarded on those results.

Signed this 7th day of September, 2012

For the Union

Theresa Manning, National Representative

Michelle Eagle, Vice President

For the Employer

Kent Gillicpie, Comissionaire Employee
and Business Services

Juliette Smith, Commissioner Health
Services

Andrew Graham, Manager Employee
Relations