

COLLECTIVE AGREEMENT

Between

**The Department of Health
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, 2004

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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 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 twenty-four (24) or less hours per week.
 - 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, 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 or suspend nurses, to discharge any nurse who has acquired seniority for proper cause, provided that a claim by such nurse that he/she has been improperly dealt with in one of these areas, or discharged without proper cause 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 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.

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 three (3) 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.
- 6.04** 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:

- a) One (1) union representative to be selected by the Union to represent all workplaces, and
- b) One (1) union representative to be selected by the Union from each particular workplace.

Other Committee Members:

- a) One (1) member selected by the Employer to represent all workplaces, and
- b) 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 People, Information and Technology of the Regional Municipality of Peel or designate and the President of the Union or designate, and the CUPE National Representative, with a copy to the Recording Secretary 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.

8.05 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 People, Information and Technology. Within ten (10) working days after a grievance has been referred to him/her the Commissioner of People, Information and Technology, 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

Upon request by a nurse, 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 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then select an impartial chairperson.

9.02 Failure to Appoint

If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour. If the two (2) nominees fail to agree upon a chairperson within seven (7) working days of appointment, and after a panel of chairpersons proposed by the Labour Management Arbitration Commission has been rejected, the appointment shall be made by the Ministry of Labour, upon the request of either party,

9.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear **and** determine the difference and render a decision as soon as possible after the time the chairperson is appointed.

9.04 Decisions of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions.

9.05 Expenses of the Board

Each party shall pay:

- a) The fees and expenses of the nominee it appoints;
- b) One-half the fees and expenses of the Chairperson.

9.06 Notwithstanding anything contained in this article, the parties may, by mutual agreement in writing, appoint a person to hear and determine a grievance as a sole arbitrator. Any sole arbitrator so appointed shall be otherwise subject to the terms of this article.

9.07 Any written notice under the grievance or arbitration procedures that is sent to a party by prepaid ordinary post shall be deemed to have been received on the second working day following the date of mailing.

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.

Nurses on probation may be terminated without recourse to the grievance procedure.

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 retain seniority while in that position. If a nurse is transferred back into the bargaining unit he/she shall be credited with seniority to the extent that he/she accumulated such rights within the bargaining unit.

10.07 Effective for casual service acquired in the bargaining unit after June 22, 1999 only.

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

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 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 one year or two years in the case of replacing a nurse on an approved education leave of absence.
 - 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 nursing member may lodge a written request for a transfer (to a specific area location, or other team unit) with his/her Human Resources Associate, 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.
 - e) Transfers shall be deemed to mean movement within the Health Department.

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 Divisional 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) Three (3) nurses at one time may be granted leave of absence by the Employer to attend Union meetings to an overall maximum of forty-five (45) days in a calendar year, provided at least two (2) weeks' notice 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 nurse's salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice.
- b) Only one (1) nurse at any time who is elected to a position with the Canadian Union of Public Employees shall be granted leave of absence without pay up to a total of thirty (30) 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.

14.03 a) 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.

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 and who is in receipt of Employment Insurance pregnancy or parental benefits pursuant to the Employment Insurance Act and its regulations thereto shall be paid a supplemental unemployment benefit. That benefit will be equivalent to twenty (20) percent of their weekly insurable 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 or child, 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 Jury Duty and Witness Leave

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.

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, a supervisor may accompany the nurse if necessary, and if requested by the nurse.

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.

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.

ARTICLE 15 - PHONE-IN

15.01 Nurses who are unable to report for work at their regularly scheduled time shall phone in to a supervisor or his/her designate within sixty (60) minutes of the start of their shift. In cases of emergency the call may be made by another person on his/her behalf. Similarly, nurses are required to advise supervision of their anticipated date of return as far in advance as possible.

ARTICLE 16 - HOURS OF WORK

16.01 The Employer does not guarantee any hours of work. The regular work week shall consist of thirty-five (35) hours per week, to be worked in not more than five (5) days of regular daily working hours of seven (7) hours each. The regular days of work shall be Monday to Friday inclusive. (Nurses shall normally start work at 8:30 a.m. but the nurse's starting time may be advanced or retarded providing the alternative starting and stopping times are arranged three (3) days in advance by mutual agreement of the supervisor and the nurse concerned.) Similarly, the employee's work week may be altered to include weekends by mutual agreement. Such arrangements will not be subject to overtime pay except for time worked in excess of seven (7) hours per day or thirty-five (35) hours per week.

16.02 When overtime is authorized on Monday to Saturday nurses will be compensated for overtime at the rate of time and one-half or equivalent compensating time off, at the option of the nurse. When overtime is authorized on Sunday nurses will be compensated for overtime at the rate of double time or equivalent compensating time off, at the option of the nurse. Compensating time shall be mutually agreed by the nurse and her/his supervisor.

Such compensating time off must occur within sixty (60) days of work after the excess is performed. Time spent in conducting pre-natal classes shall be compensated by double time off.

When an employee has been directed by the employer to attend to 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.

16.03 Weekend Premium

Any employee who works on Saturday and/or Sunday will receive a weekend premium of one dollar and thirty-five cents (\$1.35) per hour 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

When it is required, the Employer may seek volunteers to be "on call" to perform required after hours or weekend work for the Employer. Volunteers shall be assigned to "on call" on a seniority rotation basis.

Employees who volunteer to be "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 volunteer to be "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 a minimum of four (4) hours at overtime rates and weekend premium pay.

ARTICLE 17 - VACATIONS WITH PAY

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

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

Absence from work, except on vacation 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:

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

The number of hours vacation per month to which the nurse is entitled is determined by multiplying the nurse's applicable vacation factor (eg. 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 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.

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.

17.04 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 17.05, take the amount of vacation credit days accrued to date.

17.05 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.

17.06 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.

17.06 A 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.

17.07 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
Good Friday	Afternoon of December 24 (1/2 day)
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Afternoon of December 31 (1/2 day)
Civic Holiday	Floating Holiday (to be designated by the Employer each year)
Labour Day	

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.
- 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.
- 19.01 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. Optional Life Insurance coverage to Employees (\$200,000 maximum), spousal (\$100,000 maximum) and Dependents (\$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 Sunlife (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 Sunlife contract entitled "Medicare Supplement Benefit Provision" is attached to this agreement as Schedule 3.

- d) Accidental death and dismemberment insurance of 1½ x annual rate.
- e) 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 including Orthodontic benefit 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.

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

- f) 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:

<u>Length of Service</u>	<u>Full Salary</u>	<u>2/3rds Salary</u>
less than 4 months	nil	nil
4 months but less than 1 year	nil	15 weeks
1 year but less than 2 years	2 weeks	13 weeks
2 years but less than 3 years	3 weeks	12 weeks
3 years but less than 4 years	4 weeks	11 weeks
4 years but less than 5 years	5 weeks	10 weeks
5 years but less than 6 years	6 weeks	9 weeks
6 years but less than 7 years	7 weeks	8 weeks
7 years but less than 8 years	8 weeks	7 weeks
8 years but less than 9 years	9 weeks	6 weeks
9 years but less than 10 years	10 weeks	5 weeks

- 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 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 f) 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 - SCHEDULES

- 22.01** 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

ARTICLE 23 - DURATION

- 23.01** This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of January 2004 to the 31st day of December 2006. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of December 2006, 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 14th day of April 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 –Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Vice-president

Charlotte Gravlev, Regional Clerk
And Director of Clerks

Susan Smiley, Member of Negotiating Committee

Janette Smith, Acting Commissioner of Health

Cathy Lasanti, Member of Negotiating Committee

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Member of Negotiating Committee

Paul Jordison, National Representative

SCHEDULE 1

CLASSIFICATIONS AND RATES OF PAY

Step		Effective January 1, 2004		Effective December 30, 2004		Effective December 29, 2005	
		Hourly Wage	Annual Wage	Hourly Wage	Annual Wage	Hourly Wage	Annual Wage
Public Health Nurses	7 Yrs Sen.	34.59	62,961	35.63	64,850	36.70	66,796
	6 Yrs Sen.	32.88	59,835	33.86	61,630	34.88	63,479
	5 Yrs Sen.	31.92	58,099	32.88	59,842	33.87	61,637
	4 Yrs Sen.	31.29	56,949	32.23	58,657	33.20	60,417
	3 Yrs Sen.	30.66	55,798	31.58	57,472	32.53	59,196
	2 Yrs Sen.	30.05	54,688	30.95	56,329	31.88	58,019
	1 Yrs Sen.	29.44	53,578	30.32	55,185	31.23	56,841
	Start	28.85	52,508	29.72	54,083	30.61	55,705

		Effective January 1, 2004		Effective December 30, 2004		Effective December 29, 2005	
		Hourly Wage	Annual Wage	Hourly Wage	Annual Wage	Hourly Wage	Annual Wage
						31.81	57,890
						31.17	56,731
	5 Yrs Sen.	28.53	51,925	29.39	53,483	30.27	55,087
	4 Yrs Sen.	27.96	50,886	28.80	52,413	29.66	53,985
	3 Yrs Sen.	27.40	49,868	28.22	51,364	29.07	52,905
	2 Yrs Sen.	26.85	48,871	27.66	50,337	28.49	51,847
	1 Yrs Sen.	26.32	47,894	27.10	49,331	27.92	50,811
	Start	25.79	46,936	26.56	48,344	27.36	49,794

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 \$103.77 per class (3 x PHN job rate) effective January 1, 2004.
 \$106.89 per class effective December 30, 2004
 \$110.10 per class effective December 29, 2005.
- 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 previous Public Health Nursing experience provided it has been gained in the past seven (7) years or;
 - 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 ~~with~~ within sixty (60) days of hire, documentation to support previous experience.

SCHEDULE 2

PARAMEDICAL PRACTITIONERS

The following expenses are reimbursed 100 per cent (subject to the specified 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 or expertise) up to the levels specified for each practitioner:

Chiropractor -	\$250 for each covered person per benefit plan year*
Masseur -	\$250 for each covered person per benefit plan year
Naturopath -	\$250 for each covered person per benefit plan year
Chiropodist -	\$250 for each covered person per benefit plan year
Osteopath -	\$250 for each covered person per benefit plan year*
Physiotherapist -	\$250 for each covered person per benefit plan year
Podiatrist -	\$250 for each covered person per benefit plan year**
Psychologist -	\$250 for each covered person per benefit plan year
Speech Therapist -	\$250 for each covered person per benefit plan year***

* 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.

*** practitioner is “not normally resident in the person’s home.”

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where 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 Graduate Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of \$15,000 during any period of three consecutive benefit plan years. The RN is not normally resident in the covered person’s home.

Hearing Aids up to a maximum of benefit of \$500 for each covered person every five benefit plan years.

SCHEDULE 3

8. 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 Sunlife.
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.

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 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Vice-president

Charlotte Gravlev, Regional Clerk and
Director of Clerks

Susan Smiley, Member of Negotiating Committee

Janette Smith, Acting Commissioner of Health

Cathy Lasanti, Member of Negotiating Committee

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Member of Negotiating Committee

Paul Jordison, National Representative

Letter of Agreement

Between

Letter of Agreement

Between

Regional Municipality of Peel

and

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

JOINT MODIFIED WORK COMMITTEE

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

Signed this 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

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Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Member of Negotiating Committee

Paul Jordison, National Representative

Letter of Agreement

Between

Regional Municipality of Peel
and
CUPE LOCAL 966- Public Health Sector

JOINT EFFICIENCY AND PRODUCTIVITY COMMITTEE

This letter will confirm the understanding reached between the Parties.

1. Effective upon ratification of this agreement, the parties agree to establish a joint efficiency and productivity committee comprised of two (2) Employer Representatives and two (2) Union Representatives.
2. The Mandate of this Committee is to examine the current operations, to improve efficiency and productivity of the operation, reduce cost of current operations, improve customer service, and to develop recommendations to be submitted to Divisional Director for consideration.
3. The Committee will establish a process to effectively involve all employees in the Committee's work, including representatives and members of other Bargaining Units.
4. Time spent in Committee shall be considered time worked by its members.
5. The Committee shall have access to operational and financial information as is necessary to meet its Mandate.
6. The Committee will meet quarterly or as may be agreed by the committee. Recommendations of the Committee shall be made by consensus and shall be directed to the Divisional Director for consideration.
7. There shall be co-chairpersons, one appointed by the Employer and one by the Union. Minutes shall be kept of all meetings. The Divisional Director will respond in writing to all recommendations submitted by the Committee.

Signed this 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Vice-president

Charlotte Gravlev, Regional Clerk and
Director of Clerks

Susan Smiley, Member of Negotiating Committee

Janette Smith, Acting Commissioner of Health

Cathy Lasanti, Member of Negotiating Committee

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Member of Negotiating Committee

Paul Jordison, National Representative

Letter of Understanding

Between

**The Regional Municipality of Peel
(hereinafter referred to as “the Employer”)**

And

**The Canadian Union of Public Employees and its Local 966 – Public Health Sector
(hereinafter referred to as “the Union”)**

Pay Equity Maintenance

Within three (3) months of full ratification of the agreement the Employer and the Union shall meet for the purpose of ensuring that Pay Equity has been maintained.

Signed this _____ day of _____ 2002.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Divisional Vice-president

Charlotte Gravley, Regional Clerk and
Director of Clerks

Susan Smiley, Bargaining Committee Member

Janette Smith, Acting Commissioner of Health

Cathy Lisanti, Bargaining Committee Member

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Bargaining Committee Member

Paul Jordison, National Representative

Letter 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**

PAY EQUITY MAINTENANCE

The Employer and the Union agree to the formation of a “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 parties shall within ninety (90) days of full ratification of this agreement, establish the Pay Equity Maintenance Committee.

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.

IN WITNESS HEREOF, each of the parties has caused this letter to be signed by its duly authorized representatives on this _____ day of _____, 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Divisional Vice President

Charlotte Gravlev, Regional Clerk and
Director of Clerks

Susan Smiley, Bargaining Committee Member

Janette **Smith**, Acting Commissioner of Health

Cathy Lisanti, Bargaining Committee Member

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn **Cann**, Bargaining Committee Member

Paul Jordison, National Representative

Letter 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**

WEEKEND HOURS

To facilitate the implementation of weekend hours, the following is agreed:

1.
 - (a) In accordance with Article 16.01, full-time and part-time Public Health Nurses or Registered Nurses who wish to voluntarily participate and perform weekend work will be allowed and consideration shall be given on the basis of seniority. Such consideration will require the Public Health Nurse or Registered Nurse to transfer in accordance with Article 11.01 d) into another Division if her/his current position is not already located within the division where the weekend hours are available.
 - (b) Public Health Nurses or Registered Nurses who mutually agree to adjust their schedule to include weekend work shall only be required to work either Saturday or Sunday but not both.
 - (c) Public Health Nurses or Registered Nurses who have mutually agreed to a schedule that includes weekend work and no longer wish to participate shall be required to give three (3) months written notice to revert to a non-weekend schedule. Such scheduling change will occur within the Division where the weekend hours were being worked.
2. If there are insufficient volunteers to work the weekend days under number 1 of this Letter of Agreement, the Employer shall hire part-time Public Health Nurses or Registered Nurses to adequately supplement the work schedule for weekend days. This schedule may include both Saturdays and Sundays. Such part-time nurses shall be hired in accordance with the full provisions of the Collective Agreement except that by accepting hire to this position, they shall be deemed to have provided mutual agreement to a weekend schedule as per Article 16.01. Such mutual agreement by the new hire may only be terminated by the employee through posting or transfer to a full-time position or to another part-time position not providing weekend service.
3. In the event that coverage by Public Health Nurses or Registered Nurses not scheduled to work weekend days becomes necessary, the Employer will provide such coverage according to the following sequence:
 - (a) The Employer will first offer the additional hours to existing part-time Public Health Nurses in the Division where the weekend hours are available who were hired in accordance with number 2 of this Letter of Agreement and who will not exceed twenty-four (24) hours in the week by working such additional hours. This offer will be made on a seniority basis;
 - (b) If there are insufficient volunteers under number 3 a), then the Employer will offer additional hours to casual Public Health Nurses or Registered Nurses from the Division where the weekend hours are available;
 - (c) If there is insufficient coverage under number 3 b) the Employer will offer such additional hours to regular full-time Public Health Nurses or Registered Nurses on a volunteer basis;
 - (d) If there are insufficient volunteers under number 3 c) then the Employer will use a Weekend Volunteer List and offer weekend work based on availability and seniority. The list will contain names of Public Health Nurses or Registered Nurses who have identified an interest in weekend work in a specific program and their availability for such work. Public Health Nurses or Registered Nurses shall not have the option of taking compensating time off for overtime hours worked on the weekend;

- (e) If there are insufficient volunteers under number 3 d) then the Employer may schedule Public Health Nurses or Registered Nurses, who have completed their probationary period, in order of inverse seniority. Such mandatory assignment shall only be made in the event of an emergency due to the absence of regular weekend staff. There shall be no lay-off from regularly scheduled hours to compensate for overtime worked.

4. The supervisor may approve and implement a proposed switch of shifts by and between two Public Health Nurses or Registered Nurses within the same team prior to implementing the procedure described in number 3 above, provided they have already been oriented to the role.

It is agreed **and** understood that nothing in this clause precludes the opportunity for two Public Health Nurses or Registered Nurses in the same Division from switching shifts, on the approval of the supervisor, provided that each nurse has already been oriented to the role of the proposed switch at the time the request for the switch is made. In any case, the two Public Health Nurses or Registered Nurses shall not be eligible for overtime pay as a result of such arrangement.

Signed this 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

R. Kent Gillespie, Regional Solicitor

Junia Crichlow, Divisional Vice President

Charlotte Gravlev, Regional Clerk
and Director of Clerks

Susan Smiley, Bargaining Committee Member

Janette **Smith**, Acting Commissioner of Health

Cathy Lisanti, Bargaining Committee Member

Laura Nashman, Commissioner of People
Information and Technology

Jocelyn Cann, Bargaining Committee Member

Paul Jordison, National Representative

Letter 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**

HOURS OF WORK COMMITTEE

This letter will confirm the understanding reached between the Parties.

1. Effective upon ratification of this agreement, the parties agree to establish a joint hours of work committee comprised of three (3) Employer Representatives and three (3) Union Representatives.
2. The mandate of this Committee is to examine the operational details and appropriate work rules required for extending the hours of work beyond the regular daily working hours as articulated in Article 16.01 with specific attention to clinics.
3. The Committee will commence their work within three (3) months of ratification of this agreement.
4. The Committee shall present their recommendations regarding the appropriate work rules required for extending the hours of work to the Union and Management within three (3) months of the commencement of its work.
5. There shall be co-chairpersons, one appointed by the Employer and one by the Union. Minutes shall be kept of all meetings.

Signed this 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

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Director of Clerks

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Information and Technology

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Paul Jordison, National Representative

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

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 9th day of March 2005.

Signed on behalf of the Health Department of the
Regional Municipality of Peel

Signed on behalf of the Canadian Union of Public
Employees and its Local 966 – Public Health Sector

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