

COLLECTIVE AGREEMENT

Between

The Division of Public Health

Family 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 5329 —
Family Visitors

Party of the Second Part

Hereinafter Referred to as "**the Union**"

EFFECTIVE DATE: JANUARY 1, 2023

EXPIRY DATE: DECEMBER 31, 2026

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ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the bargaining agent for all those employed in the classification of Family Visitors in the Healthy Babies/ Healthy Children Program Division of Family Health within the Division of Public Health of the Regional Municipality of Peel save and except Supervisors and persons above the rank of Supervisor.

1.02 The Employer recognizes the following categories of Family Visitors:

- a) A full-time Family Visitor who is regularly employed for more than twenty-four (24) hours per week.
- b) A part-time Family Visitor who is regularly employed for forty-eight (48) or less hours in a biweekly period.
- c) A temporary Family Visitor who is hired on the understanding that employment will not be permanent and will cease upon the completion of the work for which the Family Visitor was hired.

A Temporary or Part Time Family Visitor is covered only by Articles 1.01, 1.02 b (part-time), 1.02 c(temporary), 2, 3.01, 3.02, 3.03, 4, 5, 6, 7, 8, 9, 13.01 (part-time), 14.01, 15.04, 16.07, 18, 19 (part-time), 20, Schedule 1.

No Family Visitor 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 Family Visitor who has acquired seniority, for just cause, provided that a claim by such Family Visitor that they have 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 Family Visitors needed, 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 Family Visitor because of the Family Visitors 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 Family Visitors, except with the consent of the Employer. Such consent shall not be unreasonably withheld.

3.03 For the purposes of interpretation, whenever gender is used in this Agreement, it shall be deemed to include all genders and, similarly, the singular shall include the plural and vice versa, as applicable.

- 3.04 The Employer agrees that a Union Representative shall be allowed up to thirty (30) minutes during regular working hours to meet with a newly hired Family Visitor during the newly hired Family Visitors' first four (4) weeks of employment or at another time mutually agreed between the parties. Such meetings may necessitate a Union Representative meeting with the newly hired Family Visitor(s) individually or collectively and such meeting shall be arranged in advance by the Union representative and will be held at a time that has been agreed to by the Manager or their designate.
- 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 Family Visitors, and Family Visitors 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 twice (2X) per year on or about February 10th and August 10th, in accordance with any applicable legislation, a mailing list of home addresses and telephone numbers of all CUPE members to the Union's Recording Secretary. 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 Family Visitor. 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 Family Visitors' 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 Negotiating Committee of two (2) Family Visitors 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 their designate. Committee members shall suffer no reduction in normal earnings as a result of time spent in negotiations.
- 6.03 a) The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.
- b) The parties shall meet within thirty (30) days of Notice to Bargain.
- 6.04 **Health and Safety Committee**

The Family Health Division 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 on its Joint Health and Safety Committee:

One (1) Union representative to be selected by the Union to represent the Family Health Division.

The Parties agree to advise each other of the name of the selected representative and alternates. The Health and Safety Committee shall maintain the terms of reference pertaining to the functions of the Committee.

6.05 Right to have a Steward Present

Any Family Visitor, including a Family Visitor in their probationary period, shall have their steward present at any discussion with Supervisory personnel which might be the basis of disciplinary action.

6.06 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.07 Labour Management Committee

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 two (2) Representatives, the Union may send two (2) Representatives, one (1) 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. Employees shall suffer no loss of wages when meeting with the Employer during normal working hours and meetings to be held within ten (10) days of request to meet.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence regarding the interpretation or administration of the collective agreement shall pass to and from the Director Human Resources or designate, or the Medical Officer of Health or designate, and the Recording Secretary of the Union and the CUPE National Representative, with a copy to the Human Resources Associate for this division and the President or designate unless otherwise agreed by both parties.

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 Family Visitor 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 Family Visitor 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 Family Visitor 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 their designate within ten (10) working days of the circumstances which gave rise to the grievance. Within ten (10) working days after a grievance has been referred to them, the Divisional Director, or their 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 Family Visitor concerned, the grievance may, within ten (10) working days following the said reply, be referred to the Human Resources Associate or designate. Within ten (10) working days after a grievance has been referred to them the Human Resources Associate, or their 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 Family Visitor, 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 Family Visitor and making them 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 Family Visitor's personnel file after a period of eighteen (18) months, provided that there has been no subsequent discipline during the eighteen (18) month period.

Any absence from work by the Employee in excess of thirty (30) consecutive days during the eighteen (18) month period shall be excluded from the calculation of the expiry date of this period.

No letter of reprimand, suspension or other sanction shall be added to an Employee's Personnel File until a copy of such document has been provided to the Employee.

8.11 Access to Personnel File

With reasonable notice, an Employee shall be granted access to review their personnel file. The Employee is entitled to receive an electronic copy of the file if requested.

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 ten (10) 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, and 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 Family Visitor shall be 840 hours worked. After 840 hours worked, seniority shall be effective from the last date of hire by the Employer.

A Family Visitor on probation may be terminated at the sole discretion of the Employer.

A probationary Employee shall have no right to lodge a grievance with respect to their termination.

Extensions to probation may be made by the Supervisor.

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 Family Visitors 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.

10.03 In the event that a Family Visitor is transferred from a part-time position to a full-time position, they shall retain their rate of pay at the time of transfer.

10.04 Seniority previously accumulated shall be lost and the Family Visitor ceases to be an Employee of the Employer when they:

- a) Quits their employment;
- b) Retires
- c) Is discharged and not reinstated;
- d) Is absent from work without notifying the Employer with a reasonable explanation for more than two (2) working days, unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control;
- e) Has been laid off in accordance with article 10.05;
- f) Fails to contact the Employer within five (5) working days from the date of mailing of a registered letter advising the Employee of a potential recall;
- g) Fails to report to work on the date agreed upon after accepting a recall offer of employment;
- h) Overstays any leave of absence granted by the Supervisor without a satisfactory explanation.

10.05 Unless otherwise provided, a Family Visitor's seniority shall be lost, and the Family Visitor ceases to be an Employee;

- (a) when a Family Visitor who has less than two (2) years of continuous service, has been absent for a period of one (1) calendar year; or
- (b) when a Family Visitor with two (2) or more years of continuous service, has been absent for a period of two (2) calendar years.

- 10.06 A Family Visitor who is transferred to a position outside the bargaining unit shall have their seniority retained but not accumulated within the bargaining unit while in that position. If a Family Visitor is transferred back into the bargaining unit, they shall be credited with seniority prior to the transfer and shall begin to accumulate seniority again as of the date they are transferred back into the bargaining unit.
- 10.07 Upon completion of the probationary period as per Article 10.01, a temporary Family Visitor who becomes a regular full-time or part-time Family Visitor 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) When a permanent full-time or part-time vacancy occurs that the Employer deems necessary to fill, the Employer shall post the notice of the vacancy electronically for a minimum of seven (7) full calendar days.
- b) Decisions of the Employer in fitting a permanent vacancy shall be based on a Family Visitor's qualifications, performance, ability, and experience, and when these factors are relatively equal, then seniority with the Employer shall be the deciding factor.
- c) A probationary Family Visitor 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.
- 11.02 A temporary Family Visitor must complete at least 3/4 of their contract before they are eligible to apply for a posted vacancy.

ARTICLE 12- LAYOFFS AND RECALLS

- 12.01 In all cases of layoff due to lack of work or recall following layoff, the Family Visitor 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 Family Visitors shall be laid off before any full-time Family Visitors. An executive officer of the Union will be advised ten (10) 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 post information electronically provided the Employer approves the material to be posted.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 General Leave

The Divisional Director or designate may grant leave of absence to Family Visitor 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) One (1) Family Visitor 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 fifteen (15) 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 Family Visitor's salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice.

- b) A Family Visitor 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 with pay up to a total of one (1) year. 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 Family Visitor's salary and benefits shall be continued by the Employer and reimbursed by the Union upon submission of invoice.

14.03 Pregnancy and Parental Leave

a) 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 Family Visitor 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 Family Visitor is entitled to parental leave. When possible, the Family Visitor 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 Family Visitor to retain their rights as an Employee a Family Visitor on extended leave must return to, their own classification at the expiry of the agreed leave,

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

A Family Visitor 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 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 Family Visitor's spouse, same-sex partner, father, mother, mother-in-law, father-in-law, step-father, step-mother, 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, son-in-law, daughter-in-law, or grandparent, uncle, aunt, niece, or nephew shall result in leave of one (1) day with pay. Pay shall be at the Family Visitor'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 Family Visitor is required to serve jury duty or summoned as a witness, the Employer will pay full wages at their regular rates, provided they turn over to the Employer all monies received, less expenses, for jury duty, and provided that the Family Visitor reports for work when not required for jury duty.
- b) Where a Family Visitor is summoned and required to appear in court to give evidence by reason of, their involvement in the case in their professional capacity, related to the Employer a supervisor may accompany the Family Visitor if necessary, and if requested by the Family Visitor.
- c) A part-time Family Visitor shall only receive pay for those hours spent on jury duty or if summoned which coincide with their regularly scheduled hours unless their attendance is by reason of their involvement in the case in their professional capacity related to the Employer.

14.06 Personal/ Sick Days

- a) Six (6) paid days for sickness leave will be granted per calendar year.
- b) Three (3) personal days will be granted annually 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 Family Visitors who are unable to report for work at their scheduled time shall correspond with a supervisor or their designate as soon as possible however no later than sixty (60) minutes before the start of their shift and the Family Visitor must identify any outstanding work which is required to be addressed in, their absence. In the event that the Family Visitor is unable to get in contact with the supervisor, the Family Visitor must leave a voicemail message with the Supervisor or designate.

Similarly, Family Visitors 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 their 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 the Divisional Director, based on operational needs. The normal work week for regular fulltime Family Visitors 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 Employer reserves the right to vary any of these norms (the normal workday, the normal work week, the normal days of work) on one (1) weeks' notice to the affected Family Visitor. During this notice period, a Family Visitor may make suggestions to their supervisor about the revised schedule, but the Employer's approval, at its sole discretion, is required.

Temporary Changes to Schedule

- b) The Family Visitor's work schedule may be changed by the Employer, on a temporary basis, without the above notice, in the following circumstances:
 - I) replacing a Family Visitor
 - II) any other immediate operational need

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 Family Visitors on a rotational basis in reverse order of seniority.

A Family Visitor may make suggestions to their Supervisor about their availability in the event of a temporary change to their schedule.

The Employer will endeavour to provide reasonable notice to the Employee for any temporary work schedule changes.

16.02 When authorized, overtime at the rate of time and one-half (1 ½), will be paid to a Family Visitor where they work in excess of seven (7) hours per day or thirty-five (35) hours per week. Each Employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day period.

16.03 No Pyramiding

In no event shall overtime or premium compensation be duplicated, compounded, or pyramided.

16.04 Urgent Public Health Need

Where the Medical Officer of Health, or in their absence or at their direction their 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 Family Visitors in accordance with the following schedule:

Service	Monthly Entitlement	Full-Time Annual Entitlement
0 to 12 months	0.83 days	10 days
Beginning of 2 nd year to the end of 7 th year (1384 months)	1.25 days	15 days
Beginning of 8 th year to the end of 14 th year (85-168 months)	1.67 days	20 days
Beginning of the 15 th year to the end of the 24 th year (169-288 months)	2.08 days	25 days
Beginning of the 25 th year (289 months and on)	2.50 days	30 days

17.02 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.

17.03 For purposes of computing eligibility for vacations with pay, the Family Visitor's anniversary date shall be the cut-off date.

17.04 Vacation requests will be submitted to their supervisor for approval. Vacation requests will be granted consistent with the staffing and operational needs of the Employer.

17.05 Vacation time for full-time Employee's must be earned before it is taken.

When a Family Visitor's employment date occurs on or before the fifteenth (15th) day of the month, they shall receive the monthly vacation entitlement beginning on the first day of that month.

17.06 An Employee, who is on a leave of absence of more than thirty (30) consecutive days, shall not accumulate vacation, except as on pregnancy and parental leave or while in receipt of WSIB.

Family Visitor's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months.

17.07 Part Time Vacation and Temporary Employees

Vacation pay at four percent (4%) shall be paid on each pay period, based on paid hours (as per the Ontario Employment Standards Act, 2000), and calculated as a percentage of gross earnings.

Vacation requests will be submitted to their supervisor for approval. Vacation requests will be granted consistent with the staffing and operational needs of the Employer. Vacation time when taken by the Employee will be unpaid time off work.

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 | Christmas Day |
| Good Friday | Boxing Day |
| Victoria Day | 3 Floating Holidays (to be designated by the |
| Canada Day | Employer each year) |
| Civic Holiday Labour Day | |
| Truth and Reconciliation 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 Family Visitor scheduled to work on a Saturday and/or Sunday in accordance with Article 17.01, paid holidays, for the purpose of payment and scheduling hours, will fall on the actual day of the paid holiday.

A Family Visitor required to work on any of the above holidays will receive, in addition to their normal day's pay, payment at the rate of double time for all hours worked on the holiday.

A Family Visitor 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 their option.

18.02 When any of the above holidays occur during an approved vacation, an extra days' vacation is allowed.

18.03 In order to qualify for payment of the above holidays a Family Visitor 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 - TRANSPORTATION ALLOWANCE

19.01 Travel rates paid to an Employee using their own automobile for the Employer's business shall be paid in accordance with regional policy as amended periodically and consistent with the maximum allowable under the CRA guidelines.

19.02 Mileage may be claimed from the Family Visitor's first call of the day to the last call of the day. However, if the distance from the Family Visitor's home to the first call of the day or from the last call of the day to their home is greater than the distance from their home to their assigned office, then mileage may be claimed for the difference.

ARTICLE 20 - BENEFITS

The Employer shall provide the following insured plans for regular full-time Employees to be administered in accordance with the policies, rules and regulations governing such plans. Employees should refer to the Benefits Booklet for full information on coverage. Any dispute as to entitlement to benefits under the Plans provided is between the Employee and the insurer.

Feature	Coverage
Basic Life Insurance	Two (2) times annual basic earnings to a maximum of \$200,000
Optional Life Insurance (100% employee paid)	Employee - \$300,000 maximum Spouse - \$200,000 maximum Children - \$10,000 per child Available in units of \$10,000 for Employee and Spouse
Basic Accidental Death and Dismemberment	Two (2) times annual basic earnings to a maximum of \$200,000
Optional AD&D (100% employee paid)	Employee Single or Family coverage - units of \$20,000 up to a maximum of \$300,000
Short-Term Disability	Weekly benefits start from day 4 of disability for a maximum period of 26 weeks. If the disability is caused by an accident or admission to a hospital as a resident bed patient, benefits start on day 1. The first 2 weeks are paid at 100% of regular earnings. Balance of entitlement (up to 24 weeks) paid at 80% of regular earnings. Full pay of 100% will be limited to once per calendar year.

Long-Term Disability	Employee Paid Premium – Enrolment Compulsory 60% of regular monthly earnings up to a maximum of \$5,000 per month
Dental	Preventive and Basic Dental Services – 90% reimbursement, \$1,000 maximum per person per calendar year. Maximum of four units periodontal scaling performed by a general practitioner per person per calendar year. Endodontics 90% reimbursement when provided by an endodontic specialist. Major Dental Procedures – 50% reimbursement. 80% reimbursement for a maximum of 12 units of periodontal scaling performed by a periodontist. \$1,500 maximum per person per calendar year. Orthodontic Services (dependent children only) - 50% reimbursement. \$2,000 maximum per person per lifetime. Reimbursement is based on the Current Ontario Dental Association Fee Guide for General Practitioners (and Specialist, if applicable). Dental recall once every 9 months.

Extended Health	
Vision Care	\$400 every 24 months
Drug Plan	Pay Direct Drug Card 80% reimbursement for prescription drugs which legally require a prescription. Mandatory Generic prescription drug coverage with a proviso for physician override which is approved by the carrier \$6.40 dispensing fee maximum
Hospital	The difference between the cost of a ward & a semiprivate hospital room.
Paramedical	Up to \$75 per visit. \$750 maximum per person per calendar year, all practitioners combined, except for Psychological Services that have a separate combined maximum.
Psychological Services	Licensed Psychologist, Social Worker or Psychotherapist – combined maximum of \$1,000 per covered person in a benefit year.
Custom Orthopaedic shoes/Orthotic inserts	\$500 annual per person per calendar year.

Out of Country	\$1,000,000 per lifetime per person. Reduction to \$100,000 at age 75. Comprehensive coverage for trips of 30 days or less, including 24-hour emergency assistance services.
Health Spending Account	\$750 per calendar year per employee. Prorated based on effective date.
OMERS	Enrollment Compulsory Employees shall contribute to the OMERS basic pension plan in accordance with the rules and regulations of the OMERS pension plan.

Part-Time Employee to receive benefit re-imbusement at 50% of Full-Time Employees.

ARTICLE 21 - JOINT MODIFIED WORK COMMITTEE

- 21.01 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.
- 21.02 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.
- 21.03 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.
- 21.04 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 21.05 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.
- 21.06 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 22 – DURATION

22.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of January 2023 to the 31st day of December 2026. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of December 2026, or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

ARTICLE 23 – RETROACTIVITY

23.01 The Employer will provide retroactivity (wages only) dated back to January 1, 2023, to the following:

- a. Those employed in the bargaining unit; and/or
- b. Employees of the bargaining unit who have retired since January 1, 2023; and/or
- c. The estate of employees of the bargaining unit who have passed away since January 1, 2023; and/or
- d. All employees who have transferred out of the bargaining unit but who are still employed with the Region of Peel.
- e. The Employer will provide all retroactivity within sixty (60) days of receiving written notice of ratification by the Union and approval by Council.
- f. All former employees shall be sent notice by the Employer at their last known address and will have sixty (60) calendar days from the date notice is sent to claim retroactive payments.

The Union shall receive a copy of all notices sent to former employees.

IN WITNESS HEREOF, each of the parties has caused this Collective Agreement to be signed by its duly authorized representatives this 21 day of November 2024

FOR THE EMPLOYER,

FOR THE UNION,

Bert Wierenga
Bert Wierenga (Nov 29, 2024 09:49 EST)

Harjinder Rani Virdee
Harjinder Rani Virdee (Nov 26, 2024 12:28 EST)

Bert Wierenga, Supervisor,
Employee and Labour Relations,
Region of Peel

Linda Broadbent
Vice - President CUPE 5329

Caroline Edwards
Caroline Edwards (Nov 29, 2024 09:50 EST)
Caroline Edwards, Manager,
Family Health, Region of Peel

Linda Broadbent
Linda Broadbent (Nov 25, 2024 16:08 EST)
Harjinder Rani Virdee,
President, CUPE 5329

Atixhe Zeneli
atixhe zeneli (Nov 25, 2024 15:01 EST)
Atixhe Zeneli (TJ),
CUPE National Representative

SCHEDULE 1: CLASSIFICATION AND RATES OF PAY

	Jan 1, 2023		Jan 1, 2024		Jan 1, 2025		Jan 1, 2026	
Step	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
1	\$52,073	\$28.61	\$53,896	\$29.61	\$55,648	\$30.58	\$57,457	\$31.57
2	\$54,173	\$29.77	\$56,069	\$30.81	\$57,891	\$31.81	\$59,772	\$32.84
3	\$56,774	\$31.19	\$58,761	\$32.29	\$60,671	\$33.34	\$62,643	\$34.42
4	\$60,488	\$33.24	\$62,605	\$34.40	\$64,640	\$35.52	\$66,741	\$36.67
5	\$65,091	\$35.76	\$67,369	\$37.02	\$69,558	\$38.22	\$71,819	\$39.46

WAGES

- January 1st, 2023: 2.5%
- January 1st, 2024: 3.5%
- January 1st, 2025: 3.25%
- January 1st, 2026: 3.25%

Movement to the next step on the wage grid is described in Schedule 1. For clarity, movement to the next step shall take place upon the Employee's annual anniversary date.

Letter of Understanding
Between
and
C.U.P.E. Local 5329 – Family Visitors

LETTER OF UNDERSTANDING # 1 - COMPRESSED WORK WEEK

The parties agree that the Compressed Work Week Arrangements process will continue as per the Regional Policy.

LETTER OF UNDERSTANDING # 2 - PAY EQUITY

Pay Equity will be established and maintained as per legislation.

LETTER OF UNDERSTANDING # 3 – PRIOR AUTHORIZATION

The Employee shall follow the Prior Authorization process set out by Sunlife, such instructions shall be provided by the Employer: [Prior Authorization Drug List and Forms | Workplace Benefits and Retirement Services \(sunlife.ca\)](#)

LETTER OF UNDERSTANDING #4 - ECOSYSTEM

The parties agree that when the new Project Ecosystem is rolled out, that the employer will provide adequate training to all 5329 bargaining unit Employees.

LETTER OF UNDERSTANDING #5 – DISABILITY MANAGEMENT

Meetings for employees requiring accommodation will be facilitated based on the individual needs of the employee and may not be required for all cases. Where the details of a non- complex accommodation plan can be developed and confirmed without a meeting, all workplace parties (employee, union, people leader and disability management) will be provided with a copy of the individual accommodation plan by e-mail for approval and signatures in advance of the return to work. Where it is determined that a meeting is required to facilitate the accommodation or there are complex issues to resolve collaboratively, a meeting will be scheduled with the workplace parties within 1-2 weeks of the start of the plan. The disability management team will provide guidance to the workplace parties on when a meeting is recommended.

LETTER OF UNDERSTANDING #6

BETWEEN:

REGIONAL MUNICIPALITY OF PEEL

and

CUPE LOCAL 5329 - FAMILY VISITORS

MEMORANDUM OF UNDERSTANDING #1 - EARLY RETIREE BENEFITS COVERAGE

Employees retiring on a reduced or unreduced pension with a minimum of 5 years of service at a minimum age 55, Employees may elect to participate in the Region of Peel's Early Retiree Benefits program as amended from time to time. Any enhancements to the Early Retiree Benefits will be implemented for those participating. Premium costs represent a 50/50 cost share between the individual and the Region and are subject to change annually. Employees may elect to receive the following as a package up to age sixty-five (65):

Life Insurance

One times (1x) annual salary to a maximum of fifty thousand dollars (\$50,000.00) fifty percent (50%) employer paid reduced to two thousand five hundred dollars (\$2,500.00) (Region paid) at age sixty five (65)

Extended Health

Fifty percent (50%) employer paid
Eighty percent (80%) reimbursement

Vision Care

Vision care eighty percent (80%) of two hundred dollars (\$200.00) every twenty-four (24) months

Dental

Fifty percent (50%) employer paid, annual maximum of two thousand dollars (\$2,000.00) per person per calendar year.

- Basic — Eighty percent (80%) reimbursement
- Major restorative — Fifty percent (50%) reimbursement
- Orthodontics — Fifty percent (50%) reimbursement maximum seven hundred and fifty dollars (\$750.00) per calendar year to a lifetime maximum of one thousand and five hundred dollars (\$1,500.00) (eligible dependent children only)

Health Spending account (HSA)

HSA of seven hundred and fifty dollars (\$750.00) to pay for medical/dental benefits not covered.

Account (I) by the plan and deemed eligible by the Canada Customs and Revenue Agency.

A carry over to the maximum of a two (2) 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.

Survivor Benefits

In the event of death of the Employee, the spouse may continue benefits if the spouse continues to pay the applicable premiums until the end of the month in which the deceased retiree would have reached sixty-five (65) years of age.

