



**COLLECTIVE AGREEMENT**

BETWEEN

**THE DEPARTMENT OF HEALTH SERVICES OF  
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”)

**January 1, 2023 to December 31, 2025**

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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 Services of the Regional Municipality of Peel save and except Supervisor and persons above the rank of Supervisor.
- 1.02 The Employer recognizes the following categories of nurses:
- a. A full-time nurse who is regularly employed for more than twenty-four (24) hours per week.
  - b. A part-time nurse who is regularly employed for forty-eight (48) or less hours in a biweekly period on a regular basis.
  - c. A temporary nurse who is hired on the understanding that employment will not be permanent and will cease upon the completion of the task or project for which the nurse was hired.
  - d. A casual nurse who works on an intermittent basis.
  - e. Subject to the terms set out in same, Casual and temporary nurses are covered only by Articles 1.01, 1.02 c), 1.02 d), 1.02 e), 1.03, 2, 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 4, 5, 6, 7, 8, 9, 10.01, 10.07, 13, 14.01, 14.04, 14.06, 14.07, 15.01, 16.03, 16.04, 16.06, 17.03, 18.01 b), 20.01, 21.06, 21.07, 22, 23 and 24, as well as the Letter of Agreement Job Competition Process. The Parties agree that reference to Letters of Understanding/Agreement in this Article does not have the effect of incorporating same into the Collective Agreement.
- 1.03 A Registered Nurse is defined as a person who is registered by the College of Nurses of Ontario.
- A Public Health Nurse is a registered nurse possessing a Bachelor of Nursing Degree or a Public Health Nursing Certificate or equivalent accreditation recognized by the Employer.
- 1.04 No nurse shall enter into or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of the Collective Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

- a. Maintain order, discipline and efficiency;
- b. Hire, promote, demote, transfer, reclassify, discipline, suspend or discharge any nurse who has acquired seniority, for just cause, provided that a claim by such nurse that 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 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 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 nurse during the newly hired nurse's 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 nurse(s) individually or collectively. Such meetings 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 Unit Vice President of the Union or designate with the names of all successful candidates to a posting, newly hired nurses, and nurses who have left the bargaining unit.

- 3.06 The Union agrees to provide the employer with a listing of Union Representatives and all other Union Officers and maintain listing current.
- 3.07 The Employer will provide twice per year on or about February 10<sup>th</sup> and August 10<sup>th</sup>, in accordance with any applicable legislation, a mailing list of home addresses and telephone numbers of all CUPE members in the bargaining unit, 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 Nurse. The monies so deducted shall be forwarded to the local Union Treasurer by the fifteenth (15<sup>th</sup>) 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 Negotiating Committee of four (4) nurses who have completed their probationary period of employment. The Employer shall recognize the Committee when notified in writing of the names of the members and shall meet with the Committee, when necessary, for purposes of negotiation of the terms of this Agreement.
- 6.02 Negotiating 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 Should either party to this Agreement desire a meeting, then Representatives of each party shall meet at a mutually convenient time to discuss professional matters. The Representatives shall meet four (4) times per year. Additional meetings may be scheduled upon agreement of the co-chairpersons. The Employer may send three (3) Representatives, the Union may send three (3) Representatives, two (2) of whom shall be members of the Union. The agenda for such meetings will be submitted at least one (1) week in advance and shall not deal with matters covered by Article 8. Union/Management meetings to be held at no loss of pay and meetings to be held within ten (10) days of request to meet.

6.04

- a. The parties will execute this Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement.
- b. The parties will share on a 50/50 basis the cost of printing and distributing of such Agreement to the appropriate Bargaining Unit and Management Staff. Management will distribute the Collective Agreement to the membership as soon as possible following ratification and provide all new hires with a copy of the Collective Agreement. Management staff will also provide the Union executive with an additional fifty (50) copies of the Collective Agreement.
- c. The parties shall meet within thirty (30) days of Notice to Bargain.

6.05 The Employer and the Union agree to abide by the provisions and appropriate regulations of the *Occupational Health and Safety Act, R.S.O. 1990, c. O.1*, as amended. Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept the following composition of the Union members of its Joint Health and Safety Committee:

- Four (4) Union representatives to be selected by the Union

The parties agree to advise each other of the names of the selected representatives and alternates. The Health and Safety Committee shall maintain the terms of reference pertaining to the functions of the Committee.

6.06 Right to Have a Steward Present

Any nurse, including a nurse in their probationary period, shall have their steward present at any discussion with Supervisory employees which might be the basis of disciplinary action or when the Employer is issuing a letter of direction.

- 6.07 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.

### **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 and 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 Unit Vice-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 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 their 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 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 nurse concerned, the grievance may, within ten (10) working days following the said reply, be referred to the Director of the business program. Within ten (10) working days after a grievance has been referred to them the Director of the business program, 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 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 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, letter of direction, or other sanction shall be removed from the nurse's employee 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, letter of direction, or other sanction shall be added to an Employee's File until a copy of such document has been provided to the Employee.

8.11 Saturday, Sunday, and Paid Holidays shall not be considered as working days in the calculation of time limits within the scope of this Article.

8.12 Group Grievance

Either party to this Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement which concerns all or a group of employees. Such grievance shall be presented in writing to the other party within twenty (20) days of occurrence of the incident or event giving rise to the grievance and shall be entered at the second step of the grievance procedure.

For purposes of this Article, it is understood that a group shall mean three (3) or more employees.

**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. The request shall be made by letter addressed to the other party of the Agreement indicating names of proposed Sole Arbitrators.

9.02 Appointment of Arbitrator

Within five (5) days following the referral of the grievance to Arbitration, the responding party shall indicate agreement or disagreement with the Arbitrators proposed. 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 thirty (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, within thirty (30) days, the appointment shall be made by the Minister of Labour upon request of either party.

9.04 Decisions of the Arbitrator

The decision of the Arbitrator shall be final and binding. The 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 Arbitrator shall have the power to alter a penalty consistent with the provisions of Section 48 (17) of the Labour Relations Act, 1995.

9.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision.

9.06 Expenses of the Sole Arbitrator

Each party shall pay one-half the fees and expenses of the 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).

9.09 Saturday, Sunday, and Paid Holidays shall not be considered days in the calculation of time limits within the scope of this Article.

**ARTICLE 10 – SENIORITY**

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

A shift shall be defined as the completion of one (1) workday.

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

A temporary or casual nurse who has completed their probationary period prior to becoming a full-time or part-time nurse shall not be required to complete a second probationary period as a full-time or part-time nurse.

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 electronically. A revised list shall be forwarded to the Union on or about February 10th and August 10th of each year.
- c. Any part-time nurse hired after August 1, 1992 shall have their 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, in the same job classification, they shall be placed on the same level on the salary grid at the time of transfer. The date for progression to the next level on the salary grid will be established based on the completion of a total of 1820 hours combined in both the part-time and full-time positions.

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

- a. Quits their employment;
- b. Is discharged for just cause and not reinstated;
- c. Is absent from work without a satisfactory explanation for two (2) working days;
- d. Overstays any leave of absence granted by the Supervisor without a satisfactory explanation.

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

with two (2) or more years of continuous service, seniority shall be lost and the nurse ceases to be an employee of the Employer when a nurse has been absent for a period of two (2) calendar years.

10.06 A nurse who is transferred to a position outside the bargaining unit shall have their seniority retained but not accumulated within the bargaining unit while in that position. If a nurse 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 Effective for casual service acquired in the bargaining unit after June 22, 1999, only.

Effective for temporary service acquired in the bargaining unit effective December 31, 2006, only.

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

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

## **ARTICLE 11 – PROMOTIONS AND STAFF CHANGES**

11.01

- a.
  - i) When a permanent full-time or part-time vacancy occurs the Employer shall post the notice of the vacancy electronically for a minimum of seven (7) full 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 on an approved leave of absence which does not exceed twenty-four (24) months. In the case of a nurse on a long-term disability, the employer may elect to replace the nurse on a temporary basis until a) the nurse returns to work or b) the position is filled on a regular basis.
- c. Decisions of the Employer in filling a permanent vacancy shall be based on a nurse's qualifications, performance, ability and experience, and when

these factors are relatively equal, then seniority with the Employer shall be the deciding factor.

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

## **ARTICLE 12 – LAYOFFS AND RECALLS**

12.01 In all cases of layoff due to lack of work or recall following layoff, the nurse with the greatest amount of seniority in the affected classification will be retained or recalled, whichever is applicable, provided that the Employer can maintain a fully qualified work force to perform the available work. Part-time nurses shall be laid off before any full-time nurses. The Unit Vice President of the Union will be advised ten (10) working days in advance of any planned lay-off anticipated to exceed five (5) working days.

## **ARTICLE 13 – BULLETIN BOARDS**

13.01

- a) The Union shall be allowed to use the bulletin boards at each office of the Employer for the posting of desired literature.
- b) The Employer shall permit the Union to post Union related literature on the Employers intranet. Any such literature must be provided to the Employer's designated employee for posting on the Employer's intranet.

13.02 The Employer shall post a copy of this Agreement electronically.

## **ARTICLE 14 – LEAVE OF ABSENCE**

14.01 General Leave

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. Five (5) nurses at one time may be granted leave of absence by the Employer to attend Union meetings, conventions, conferences, seminars and education to an overall cumulative maximum of ninety (90) 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. It is understood that the Employer has the right to limit the number of nurses from any one Division to ensure operational coverage and such limitation shall not be unreasonably exercised. Such leave, when granted, will be without pay and without loss of accumulation of seniority. The nurses' salary shall be continued by the Employer and reimbursed by the Local upon submission of invoice.
- b. At the request of the Union, the Employer may grant leave to an employee without pay and without loss of seniority in order to fulfill the duties of the position of President, Vice-President, Recording Secretary, or Treasurer of the Local Union during their term in office. Such leave shall be for a period not exceeding their term of office.
- c. A nurse at any time who is elected or seconded to a position with the Canadian Union of Public Employees, outside the bargaining unit shall be granted leave of absence without pay up to a total of 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. There shall be no loss of seniority. The nurse's salary and benefits shall be continued by the Employer and reimbursed by the local upon submission of invoice.

#### 14.03 Pregnancy and Parental Leave

- a. Pregnancy and parental leave of absence without pay shall be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time. Employees' entitlements to pregnancy and parental leave shall be limited to the amounts set out in the applicable sections of the *Employment Standards Act, 2000*, as amended from time to time.

In the case of adoption, a nurse is entitled to parental leave. When possible, the nurse shall advise their 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 above leave(s), subject to the employee's continued payment of any amounts in relation to benefits that may be required by the Collective Agreement.

In order for a nurse to retain their rights as an employee, a nurse on leave must return to their 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 shall be paid, at the time of expiry of pregnancy/parental leave under the *Employment Standards Act, 2000*, any vacation pays 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

- a. In the event of the death of a nurse's spouse, parent, grandparent, parent-in-law, child-in-law, sibling, child and grandchild, the Divisional Director shall grant up to a maximum of three (3) scheduled workdays leave of absence with pay at the nurse's regular rate. Such days shall be taken within thirty (30) calendar days following the death. In the event the funeral or interment is not held within the thirty (30) days, or there are extenuating circumstances, the employee may reserve up to two (2) of the above three (3) bereavement days for the purposes of attending the funeral or interment.
- b. Death of an aunt, uncle, or sibling-in-law shall result in leave of one (1) day with pay, provided the day is one with respect to which the employee was scheduled to work. Pay shall be at the nurse's regular rate and only that time which would have been normally worked shall be paid for.
- c. A nurse shall be granted one (1) day leave of absence with pay at their regular rate in the event of the death of any other family member that has not already been outlined in this Article 14.04 provided the day is one with respect to which the nurse was scheduled to work. However, this entitlement is

- capped at no more than two (2) days leave of absence in total per calendar year.
- d. The nurse shall only receive pay for their regularly scheduled work days, and thus shall not receive paid bereavement leave while on other leave of absence covered under this Article 14 - Leave of Absence, their scheduled day off, a Paid Holiday, or an approved leave of absence for occupational or non-occupational sickness or injury.
  - e. Bereavement leave must be requested where possible, in advance from the employee's Supervisor.
  - f. Additional bereavement leave of absence without pay may will be granted upon request at the discretion of the employee's Supervisor.
  - g. Where a temporary or casual nurse was normally scheduled to work, they shall be provided leave as per Article 14.04.

#### 14.05 Court Appearance Leave

- a. If a full-time nurse is required to serve jury duty or summoned as a witness, the Employer will pay full wages at their regular rates, provided they turn over to the Employer all monies received, less expenses, for jury duty, and provided that the nurse reports for work when not required for jury duty.
- b. Where a nurse is summoned and required to appear in court to give evidence by reason of their involvement in the case in their professional capacity, related to the Employer, a supervisor may accompany the nurse if necessary, and if requested by the nurse.
- c. A part-time nurse shall only receive pay for those hours spent on jury duty or if summoned which coincide with their regularly scheduled hours unless their attendance is by reason of their involvement in the case in their professional capacity related to the Employer.
- d. A Nurse who has to attend Citizenship Court for the purpose of acquiring Canadian Citizenship be granted one (1) day's leave of absence with no loss of pay.

#### 14.06 Statutory Leaves of Absence

Employees are eligible for leaves of absence in accordance with, and subject to, the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

#### 14.07 Religious Observance Obligation

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

#### 14.08 Personal Days

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

### **ARTICLE 15 – PHONE-IN**

15.01 Nurses who are unable to report for work at their scheduled time shall contact their Supervisor or their designate as soon as possible before the start of their shift and the nurse must identify any outstanding work which is required to be addressed in their absence. In the event that the nurse is unable to get in contact with the Supervisor or their designate, the nurse must then use the method that is mutually agreed upon with the Supervisor which may include using a voicemail, text, email, or the Region's messaging platform to notify the Supervisor or designate. Similarly, nurses are required to advise the Supervisor or their designate 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 each Divisional Director, based on operational needs. The normal work week for regular full-time nurses shall consist of thirty-five (35) hours per week, to be worked in not more than five (5) consecutive days of seven (7) consecutive hours each exclusive of a one-hour unpaid meal period.

Split shifts will not be scheduled.

The normal daily working hours shall be scheduled between 8:30am and 8:30pm. The normal days of work shall be Monday to Friday inclusive.

The Employer reserves the right to vary any of these norms (the normal workday, the normal work week, the normal days of work) on one (1) weeks' notice to the affected nurse. During this notice period, a nurse may make suggestions to their Supervisor about the revised schedule, but the Employer's

approval, at its sole discretion, is required. Failure to provide proper notice shall result in a premium payment to the affected nurse of time and one-half (1½) for all hours worked on the first two shifts of the altered schedule.

#### Temporary Changes to Schedule

- b. The nurse's work schedule may be changed by the Employer, on a temporary basis, without the above notice, in the following circumstances:
- i) Replacing a nurse
  - ii) Any other immediate operational need

The following procedure will apply:

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

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

- 16.02 When authorized overtime at the rate of time and one-half (1 ½), will be paid to a nurse where they work more than seven (7) hours per day or thirty-five (35) hours per week. Should overtime occur on the employee's 2<sup>nd</sup> day off, it will be paid at two (2) times the nurse's normal hourly rate.

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

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

When an employee has been directed to do other work activities on the 6<sup>th</sup> and 7<sup>th</sup> day, that is beyond their regular work week, then overtime begins when the work activity commences, and mileage is paid in accordance with article 20.01 (transportation allowance).

It is understood that any approved paid absence from work shall be deemed to be "time worked" for the purposes of determining an employee's entitlement to overtime.

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 Weekend Premium

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

#### 16.04 No Pyramiding

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

#### 16.05 All Public Health nurses who have completed on call training are required to accept on call responsibilities in their program area based on the needs of the Employer.

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

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

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

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

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

#### 16.06 Urgent Public Health Need

Where the Medical Officer of Health, or in 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.

Should the Employer initiate a variation to the schedule, they shall where possible meet with the Union Vice-President at least two (2) working days in advance of the one week notice to employees of the change in schedule to discuss the structure of the varied schedule and address any concerns from the Union.

## **ARTICLE 17 – VACATIONS WITH PAY**

17.01 Vacation 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 14 <sup>th</sup> year (0-168 months)	1.67 Days	20 Days
Beginning of 15 <sup>th</sup> year of seniority to the end of 24 <sup>th</sup> year (169-288 months)	2.08 Days	25 Days
From the beginning of the 25 <sup>th</sup> year of seniority (289 months and on)	2.5 Days	30 Days

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

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

Seniority	Monthly Entitlement
Less than 1 year of seniority to the end of 14 <sup>th</sup> year (0-168 months)	1.67 Days
Beginning of 15 <sup>th</sup> year of the seniority to the end of 24 <sup>th</sup> year (169-288 months)	2.08 Days
From the beginning of the 25 <sup>th</sup> 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 (e.g. 1.67) by the nurse's bi-weekly scheduled hours and dividing the product by ten (10).

Vacation pay for part-time nurses shall be paid when vacations are taken.

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

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

17.04

- a. Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to the scheduled vacation period and which requires the employee to be an in-patient in a Hospital, the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.
- b. Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.
- c. Employees will be credited with the appropriate amount of vacation days for any period that they would have been entitled to bereavement leave, had they not been on vacation.

17.05

- a. For purposes of computing eligibility for vacations with pay, the nurse's anniversary date shall be the cut-off date.
- b. Full-time nurses who take their vacation prior to the above cut-off date may, in accordance with the provisions of Clause 17.06, take the amount of vacation credit days accrued to date.

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

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

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

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

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

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

## **ARTICLE 18 – PAID HOLIDAYS**

18.01

a. 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	National Day of Truth and Reconciliation
Family 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
Labour Day	Employer each year)

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

b. Casual and Temporary nurses shall be paid statutory holidays in accordance with the *Employment Standards Act, 2000* with the exception of the National Day for Truth and Reconciliation which will be recognized as a paid holiday for all Casual and Temporary Employees who would normally be scheduled to work on that day.

18.02 A nurse required to work on any of the above holidays will receive, in addition to their day's pay, payment at the rate of double time for all hours worked on the holiday. A nurse who works on any of the above holidays will be granted, on request, one day of leave or the equivalent of their scheduled hours working on a holiday without pay within sixty (60) days at their option without loss of seniority.

18.03 When any of the above holidays occur during a nurse's vacation, an extra day's vacation is allowed.

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

## **ARTICLE 19 – EDUCATIONAL LEAVE**

19.01

- a. Each nurse should be given equal opportunity to participate in educational, professional courses and meetings as selected by the Divisional Director and as service needs permit. Information concerning such courses and meetings pertaining to any aspects of the employment shall be posted as far as possible in advance, so that nurses may make application to attend. Such attendance when authorized, shall be with pay and be considered continuation of employment.
  - i) A nurse who has been deemed to require CPR skills as determined by the Divisional Director will be reimbursed course fees upon the successful completion of CPR re-certification once in a twelve (12) month period if said training cannot be provided internally.
- b. A nurse may be granted leave of absence up to one (1) year to attend University or Community College for further Education. A Registered Nurse may be granted up to two (2) years leave of absence to attend University to obtain a Bachelor of Nursing Degree. A nurse may be granted a leave of absence up to two (2) years to attend University to obtain a master's degree. In all instances, such leaves shall be related to public health nursing. Such leaves shall be without pay, and seniority shall be retained, but not accumulated.
- c. A Registered Nurse or Public Health Nurse seeking to up-grade their 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.

19.02 Provided screening is not provided by the Employer on Employer time, a nurse who requires Tuberculosis screening as determined by the Divisional Director will be reimbursed for the cost of such test. The Nurse shall be given paid time from their regular schedule to attend the appointment, subject to Supervisor approval.

## **ARTICLE 20 – TRANSPORTATION ALLOWANCE**

20.01 Travel rates paid to an employee using their own automobile for the Employers business shall be paid in accordance with policies of the Employer as amended periodically and consistent with the maximum allowable under the CRA guidelines.

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 their home is greater than the distance from their home to their 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 their assigned duties for the Employer.

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

- a. Compulsory Life Insurance at two (2) times annual basic earnings (\$200,000 maximum). Optional Life Insurance coverage to Employees (\$300,000 maximum), spousal (\$200,000 maximum) and dependants (\$10,000 per child). All Optional Life Insurance will be 100% employee paid.
- b. Semi-private hospital accommodation
- c. Extended health benefits

The extended Health Benefit shall provide for mandatory generic prescription drug coverage with a proviso for physician or prescriber override which is approved by the benefit carrier.

Introduction of Health Care Spending Account at five hundred dollars (\$500) per calendar year per full time employee. The Health Care Spending Account for part time employees will be 50% of this amount. Health Spending Account is prorated for new full time and part time employees in the bargaining unit based on benefit eligibility date.

A dispensing fee cap of \$10.00.

Orthopaedic Shoes and Custom-made Orthotic inserts \$500 per person per year for orthopaedic shoes or custom-made orthotic inserts.

- d. Accidental Death and Dismemberment Insurance of 2x annual earnings to a maximum of \$200,000.
- e. Critical Illness Coverage single or spousal benefit amounts in units of \$10,000 to an overall maximum of \$100,000.
- f. Compulsory Dental Plan - to be administered in accordance with the Ontario Dental Association Fee Schedule for the current year.
  - i) The preventative and basic dental procedures to be 90% paid by the Employer and 10% paid by the employee. Dental recall once every 9 months. Endodontic or Periodontic treatment to be provided by a specialist with the exception of 8 units of scaling in any 12-month period may be performed by a general practitioner.
  - ii) Major restorative benefit to provide single or family coverage on a 50% reimbursement basis.
  - iii) Dependents under 21 years of age (25 if a full-time student) are eligible for the Orthodontic benefit on a 50% reimbursement basis up to a lifetime maximum of \$2,000 per dependent child.

The maximum combined benefit available under components (i) and (ii) is \$2,500 per person per calendar year.

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

- g.
  - i) Any absence of up to, and including, three (3) continuous working days for an illness or non-occupational injury, will be regarded as an incidental absence and the employee will receive their regular pay for the duration of such incidental absence. For part-time nurses three (3) continuous working days means three (3) workdays as per their established schedule of work.  
  
Any absence for an illness or non-occupational injury more than 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 3 months	nil	nil
1 <sup>st</sup> of the month following 3 months employment 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
10 years but less than 11 years	11 weeks	4 weeks
11 years but less than 12 years	12 weeks	3 weeks
12 years but less than 13 years	13 weeks	2 weeks
13 years but less than 14 years	14 weeks	1 week
14 years or more	15 weeks	nil

- iii) Benefits are based on an employee's regular earnings and paid through payroll.
- iv) For the purpose of this Article, continuous service is deemed to include continuous service outside the bargaining unit.
- v) Interrupted periods of total disability occurring after the benefit becomes payable are considered a single period if:
  - a successive disability is related to the employee's previous disability, and it begins within three consecutive months of the date that they returned to work.
  - a successive disability occurs within one month and total disability is due to an entirely unrelated cause.
- h. Vision Care - effective the first of the month following full ratification of this agreement. Benefit \$400/24 months.
- i. Temporary employees shall only be entitled to 14% in lieu of benefits, less statutory deductions as of December 1, 2025.
- j. Out of country travel insurance: \$3,000,000 lifetime maximum.

k. For employees retiring on a reduced or unreduced pension with a minimum of 5 years of service at a minimum age 55, employees may elect to receive the following as a package up to age 65:

- a) Life Insurance            maximum life \$50, 000, 50% employer paid  
reduced to \$2,500 (Region paid) at age 65
  
- b) Extended Health        50% employer paid, 80% reimbursement  
Vision Care 80% of \$200 every 24 Months
  
- c) Dental                    50% employer paid, annual maximum of \$2,000  
per person, per calendar year.  
  
Basic - 80% reimbursement.  
  
Major restorative - 50% reimbursement.  
  
Orthodontics - maximum \$750 per year to a  
lifetime of \$1500, 50% reimbursement (eligible  
dependent children only)
  
- d) Health Spending        HSA of \$750 to pay for Medical/Dental benefits not  
Account (HSA)            covered by the plan and deemed eligible by the  
Canada Customs and Revenue Agency.  
  
A carry over to the maximum of a two-year accrual  
of the HSA can occur subject to the regulations as  
established by the Canada Customs and Revenue  
Agency and the contract between the Region and  
the Benefit Provider.
  
- e) Survivor Benefits        In the event of death of the employee, the spouse  
may continue benefits if the spouse continued to  
pay the applicable premiums, until the end of the  
month in which the deceased retiree would have  
reached 65 years of age.

l. Nurses who have reached age 70 will be entitled to the following benefits:

- a. Compulsory Life Insurance coverage of one (1) time basic earnings, reducing to \$2,500 at age 75, to be 100% Employer paid. Optional employee life insurance will end at age 70; optional spousal life insurance coverage will end earliest of when employee retires, or when employee or spouse reaches age 70.
  
- b. Compulsory Accidental Death and Dismemberment (AD&D) Insurance of one (1) time basic earnings, ending at age 75 to be 100% Employer paid.

Optional employee accidental death & dismemberment (AD&D) coverage will end at age 70; optional dependent (AD&D) coverage will end earliest of when employee retires or when employee or spouse reaches age 70.

- c. Extended Health Benefits as noted in 21.02 (c);
- d. Compulsory Dental Plan as noted in 21.02 (f);
- e. Compulsory Short Term Disability Plan as noted in 21.02(g)(ii);

21.03 The Employer shall make available to nurses:

- a. Voluntary Accidental Death and Dismemberment Plan
- b. Long Term Disability Insurance Plan

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

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

21.05 The Employer shall pay 100% of the billed OHIP premiums for eligible full-time nurses and eligible regular part-time nurses.

21.06 For full-time nurses, 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. Part-time, temporary and casual nurses may be eligible to join the pension scheme as provided by OMERS, subject to and in accordance with the terms, rules, regulations, policies and limitations of the plan. All matters in relation to a nurse's pension are within the sole discretion of OMERS.

21.07 The Employer shall provide coverage for nurses under the *Workplace Safety and Insurance Act, 1997*, subject to and in accordance with all applicable rules, regulations, policies and limitations. All matters in relation to a nurse's coverage under the *Workplace Safety and Insurance Act, 1997* are within the sole discretion of the Workplace Safety and Insurance Board.

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 (5/12<sup>th</sup>) of the Employer's Employment Insurance reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by Employment and Social Development Canada.

21.10 Should there be a change of the carrier of any or all of the employee benefits set forth in this article, such change of carrier shall not itself result in a change in the benefits levels established under the Collective Agreement.

21.11 Paramedical Practitioners

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

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

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

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

Licensed Psychologist, Social Worker or Psychotherapist – combined maximum of \$1,000 per covered person in a benefit year.

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

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

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

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

## **ARTICLE 22 – JOINT MODIFIED WORK COMMITTEE**

- 22.01 The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member from that office selected or appointed by the local Union, and one (1) Employer member from each employee's location to be determined by the Employer together with the Region's Manager responsible for Occupational Health and Safety or appropriate designate, who shall act as Chairperson.
- 22.02 The Committee Chairperson shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Benefits Plan Administrator, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.
- 22.03 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing:
- a) for the safe and successful return of injured workers to the workplace as soon as possible after an accident; and,
  - b) for the return to productive and gainful employment, where practicable, those employees who have become incapable of fully performing the major responsibilities of their own classification but who are medically certified as capable of performing modified duties of their own or another classification.
- 22.04 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 22.05 All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker.
- 22.06 The Committee will be responsible for:
- i) Determining if the employee's regular job can be modified;
  - ii) Comparing the demands of jobs and tasks with an employee's current abilities;
  - iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
  - iv) Such other related matters as the Committee deems appropriate.

**ARTICLE 23 – SCHEDULES**

23.01 The following schedule is attached hereto and shall form part of this Agreement:  
Schedule 1 – Classifications and Rates of Pay

**ARTICLE 24 – DURATION**

24.01 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 2025. Notice of amendment or termination may only be given during a period of ninety (90) days preceding the 31st day of December 2025, or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
Bargaining Committee Member

Tracey Piette  
Tracey Piette (Apr 25, 2025 10:36 EDT)

Tracey Piette  
Bargaining Committee Member

Marcia McCuaig  
Marcia McCuaig (Apr 24, 2025 18:06 EDT)

Marcia McCuaig  
Bargaining Committee Member

Margaret Lebold  
Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**SCHEDULE 1**  
**CLASSIFICATIONS AND RATES OF PAY**

<b>Public Health Nurse</b>	<b>Effective January 1, 2023</b>		<b>Effective January 1, 2024</b>		<b>Effective January 1, 2025</b>	
	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
7 Years Sen.	\$92,756	\$50.96	\$96,002	\$52.75	\$99,362	\$54.59
6 Years Sen.	\$88,395	\$48.57	\$91,489	\$50.27	\$94,691	\$52.03
5 Years Sen.	\$85,991	\$47.25	\$89,001	\$48.90	\$92,116	\$50.61
4 Years Sen.	\$84,358	\$46.35	\$87,311	\$47.97	\$90,367	\$49.65
3 Years Sen.	\$82,762	\$45.47	\$85,659	\$47.07	\$88,657	\$48.71
2 Years Sen.	\$81,205	\$44.62	\$84,047	\$46.18	\$86,989	\$47.80
1 Years Sen.	\$79,652	\$43.76	\$82,440	\$45.30	\$85,325	\$46.88
Start	\$78,157	\$42.94	\$80,892	\$44.45	\$83,723	\$46.00

<b>Registered Nurse</b>	<b>Effective January 1, 2023</b>		<b>Effective January 1, 2024</b>		<b>Effective January 1, 2025</b>	
	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>	<u>Annual Salary</u>	<u>Hourly Rate</u>
7 Years Sen.	\$82,648	\$45.41	\$85,541	\$47.00	\$88,535	\$48.65
6 Years Sen.	\$81,152	\$44.59	\$83,992	\$46.15	\$86,932	\$47.76
5 Years Sen.	\$78,951	\$43.38	\$81,714	\$44.90	\$84,574	\$46.47
4 Years Sen.	\$77,518	\$42.59	\$80,231	\$44.08	\$83,039	\$45.63
3 Years Sen.	\$76,064	\$41.79	\$78,726	\$43.26	\$81,481	\$44.77
2 Years Sen.	\$74,692	\$41.04	\$77,306	\$42.48	\$80,012	\$43.96
1 Years Sen.	\$73,338	\$40.30	\$75,905	\$41.71	\$78,562	\$43.17
Start	\$71,985	\$39.55	\$74,504	\$40.94	\$77,112	\$42.37

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 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.
4. 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. A Charge-Nurse is not vested with authority to dispense disciplinary measures or action, hire, or discharge.
5. a) Upon ratification of the Collective Agreement, the Employer will credit a newly hired Public Health Nurse with
  - one (1) increment for each one (1) year of nursing experience, provided that the nurse attained a Baccalaureate Degree in nursing prior to working in those related settings. Previous experience must have been gained within the past twelve (12) 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 twelve (12) years.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 twelve (12) years.  
c) The nurse must provide the employer within sixty (60) days of hire, documentation to support previous experience.

**Letter of Agreement #1**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE 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.
2. The extra half hour may be scheduled immediately preceding the beginning of the employee's scheduled shift, during the employee's lunch break, or immediately after the employee's scheduled shift. 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. Compressed time is not overtime.
4. 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.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan May 5, 2025 18:09:10

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

---

Tammy Morden  
Labour Relations Consultant

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

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Sandra Bates  
Bargaining Committee Member

Tracey Piette  
Tracey Piette (Apr 25, 2025 10:36 EDT)

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Tracey Piette  
Bargaining Committee Member

Marcia McCuaig  
Marcia McCuaig (Apr 24, 2025 18:06 EDT)

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Marcia McCuaig  
Bargaining Committee Member

Margaret Lebold  
Margaret Lebold (Apr 30, 2025 08:59 EDT)

---

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

---

Noelle Racicot-Kelly  
CUPE National Servicing Representative

## **Letter of Agreement #2**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

### **PAY EQUITY MAINTENANCE**

The Employer and the Union agree to the continuation of the “Pay Equity Maintenance Committee” (hereinafter referred to as “the Committee”) whose purpose will be to maintain pay equity for the employees of the bargaining unit on a total compensation basis as defined by the Pay Equity Act.

The Committee will be comprised of three (3) members from CUPE 966, and an equal number of members provided by the Employer.

The Committee will determine the Job Evaluation tools including the Questionnaire, the Job Evaluation Questionnaire Administration Guide and factor weightings. The Committee shall be supplied with all relevant job documentation, existing job descriptions, job specifications, ratings and evaluation results, where they exist.

No classification shall have its rate of pay reduced because of any new evaluation and/or Pay Equity maintenance.

Nothing in this Letter of Agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as Representatives of either party to the Committee. They shall function as consultants/advisors with voice but no vote and shall not sit as members of the Committee. Either party wishing to have a consultant/advisor present for a Committee meeting, shall provide thirty (30) days notice of their intent to invite their consultant/advisor to the meeting.

Should a disagreement occur, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration.

Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator’s fees and expenses shall be determined in advance and shall be borne equally by both parties. Should the parties be unable to agree on a single arbitrator within ten (10) working days

of either party's notice to arbitrate, the matter shall be forwarded to the Pay Equity Commission for resolution.

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

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
Bargaining Committee Member

Tracey Piette  
Tracey Piette (Apr 25, 2025 10:36 EDT)

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Marcia McCuaig  
Marcia McCuaig (Apr 24, 2025 18:06 EDT)

Marcia McCuaig  
Bargaining Committee Member

Margaret Lebold  
Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #3**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**REGULAR WEEKEND SCHEDULES**

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
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Tracey Piette (Apr 25, 2025 10:36 EDT)

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Marcia McCuaig (Apr 24, 2025 18:06 EDT)

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Margaret Lebold  
Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly

Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

---

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #4**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**HOURS OF WORK AND WORK WEEK**

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

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

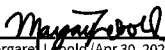
Sandra Bates  
Bargaining Committee Member

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Tracey Piette (Apr 25, 2025 10:36 EDT)

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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #5**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**LEARNING ASSIGNMENTS**

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

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

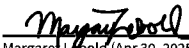
Sandra Bates  
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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #6**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**STEWARD MEETINGS**

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

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

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Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #7**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**JOINT JOB EVALUATION COMMITTEE**

1. The parties agree to maintain a Joint Job Evaluation Committee consisting of four (4) members from the Employer and four (4) members elected or appointed by the Union. This Joint Job Evaluation Committee shall have equal representation and participation from both parties.
2. The Joint Job Evaluation Committee will have an administrative non-voting staff member assigned to take minutes and maintain records of all decisions of the Joint Job Evaluation Committee.
3. The Joint Job Evaluation Committee shall have the power:
  - a. To determine the process and procedure in order to commence and complete the Job Evaluation Program.
  - b. To perform the duties as outlined in the process and procedures to complete the program.
  - c. To develop the objective criteria for evaluating bargaining unit positions in Public Health.
  - d. To evaluate the jobs/positions using the Job Evaluation Manual as developed.
  - e. To develop a maintenance procedure for the program.
4. Documents for the Committee  
The committee shall be supplied with all existing job descriptions, job specifications, ratings and evaluation results (if any exist).
5. Attendance at Meetings  
The Employer shall release without loss of pay or benefits or seniority, the Representatives named by the Union to attend sessions of the Joint Job Evaluation Committee.
6. Job Evaluation Consultants

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

7. Maintenance Procedure Manual

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

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

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Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

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Sandra Bates (Apr 25, 2025 07:40 EDT)

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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #8**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**EARLY RETIREE BENEFITS**

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

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

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Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #9**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**DMS – STD & LTD Involvement**

This confirms the agreement between the parties to have the Employer’s Disability Management Team assist employees with their short term and long-term disability claims in the event their claim is not approved by the benefit carrier. Assistance may include guidance on information the benefit carrier requires for claim adjudication, and counselling.

The parties also agree that the long-term disability program may, when required, be discussed in accordance with the Union/Management meeting process identified in Article 6.03. If necessary, Representatives of the benefit carrier may be included to assist with such discussions.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT\*)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Agreement #10**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**JOB COMPETITION PROCESS**

- a. Temporary and Casual Employees may participate in the competition process at the same time as Regular FT/PT Employees, however, their marks will be evaluated separately. For Clarity, the marks of the Regular FT/PT Employees will not be compared to the marks of the Temps/Casuals, they are compared internally to each group.
- b. Should no Regular FT/PT Employees possess the required criteria as outlined in Article 11.01 c) to fill the vacancy, Temporary and Casual Employees will be evaluated, and a job awarded on those results.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

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Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
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Marcia McCuaig (Apr 24, 2025 18:06 EDT)

Marcia McCuaig  
Bargaining Committee Member



Margaret Lebold (Apr 30, 2025 08:59 EDT)

**Margaret Lebold**  
Bargaining Committee Member



Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

**Noelle Racicot-Kelly**  
CUPE National Servicing Representative

## **Letter of Agreement #11**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

### **EARLY RESOLUTION PROCESS**

Whereas the parties agree that there are benefits for both the Union and the Employer to exploring early resolution options for grievances prior to scheduling arbitration hearings;

Whereas the parties agree to a process improvement which allows for an attempt at early resolution of grievances referred to arbitration;

The parties agree to the following terms and conditions, on a without prejudice and precedent basis:

#### **Final Step Meetings for Grievances:**

- a) The HR Associate (HRA) will work with the Unit Vice-President, with copy to the National Representative, President CUPE Local 966 or designate, to pre-schedule final step meetings for grievances within each bargaining unit on a monthly or bi-monthly basis, where applicable.

#### **Grievances Referred to Arbitration:**

- a) HRA and Manager, Employee Relations receive arbitration referral from CUPE Local 966 within time frames stipulated in the Collective Agreement;
- b) The Region of Peel acknowledges that email notification from the Unit Vice-President (UVP), Chief Steward or designate to the HRA indicating a grievance has been referred to arbitration within the time frames outlined in the Collective Agreement is appropriate notification. However, formal notification via a letter from CUPE will continue to be provided in a timely fashion and confirms the referral to arbitration;
- c) The parties agree that the arbitration referral will not be processed by either side to select an arbitrator from the MOU Arbitrator list for ninety (90) days, unless a mediation is held within the ninety (90) days and does not resolve the grievance(s) in which case an arbitrator may be assigned from the agreed to list. The ninety (90) days will commence from the date of the email from the UVP as outlined in (b);

- d) HRA will contact CUPE National Representative with copy to UVP, President and Vice-President to discuss method for potential early resolution of the grievance, prior to legal counselor sides person selecting and scheduling an arbitrator;
- e) Potential resolution is explored either with the use of a mediator or between the parties;
- f) The HRA or CUPE may determine that the grievance is unable to be resolved. In which case the HRA refers the file to the Region of Peel Legal division for assignment of an arbitrator and scheduling of dates with the HRA and CUPE.
- g) Once a mediation or arbitration date have been confirmed, cancellation will only be done by agreement of the parties.

**Mediation without third party:**

- a) The parties agree to schedule monthly or bi-monthly meetings to review and attempt to mediate grievances.

**Selection of Mediator or Arbitrator:**

- a) Region of Peel and CUPE have agreed to use the attached addendum to this Letter with the agreed to arbitrators for the purposes of arbitration and mediation.

**Mediation with Third Party:**

- a) Pre-set mediation meetings will be scheduled quarterly by bargaining unit (depending on average grievance load) for the parties to use for mediation of grievances. The use of mediators will be rotated in sequential order according to the attached addendum of arbitrators;
- b) Each HRA will arrange dates and mediators with their client and CUPE.

**Arbitration:**

- a) The parties agree to the use of a sole arbitrator as a default as stipulated in the language of the Collective Agreements for Human Services, Public Works, Public Health and TransHelp. Where it is not stipulated in the Collective Agreements in Long Term Care, parties will agree to the use of a sole arbitrator on a case by case basis in accordance to the Collective Agreements;
- b) The Region of Peel Legal division will work with the HRA and CUPE to schedule the arbitration;
- c) The use of arbitrators will be rotated in sequential order according to the attached addendum of arbitrators, these names will be rotated separately from those used for mediation as outlined above;
- d) Either party can agree at anytime that other resolution options are not feasible and forward the grievance for arbitration scheduling.
- e) Nothing in this agreement will preclude either party from considering other resolution options.

- f) If an arbitration date or mediation date is no longer required the parties will attempt to schedule other matters for that date.

**General:**

- a) Should unforeseen circumstances arise, the parties agree to meet and make good faith efforts to resolve any issues.
- b) Either party may wish to end this process by providing the other party with sixty (60) days written notice.
- c) Communication and correspondence with CUPE in relation to this agreement will be between CUPE National Representative, President of CUPE Local 966, or designate.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Michelle Eagle  
Unit Vice President, CUPE 966

Sandra Bates  
Sandra Bates (Apr 25, 2025 07:40 EDT)

Sandra Bates  
Bargaining Committee Member

Tracey Piette  
Tracey Piette (Apr 25, 2025 10:36 EDT)

Tracey Piette  
Bargaining Committee Member

Marcia McCuaig  
Marcia McCuaig (Apr 24, 2025 18:06 EDT)

Marcia McCuaig  
Bargaining Committee Member

Margaret Lebold  
Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

## **Letter of Agreement #12**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

### **Mergers, Amalgamations or Reorganization**

In the event of any significant restructuring, reorganization, divestment, consolidation, merger, or amalgamation involving all or part of the Employer with any other municipality (hereinafter referred to as a “Significant Restructuring”), the following procedures will apply:

#### **1. Notification:**

The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the possibility or decision to proceed with a Significant Restructuring.

#### **2. Consultation:**

Within thirty (30) days of receiving such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the Significant Restructuring on the Union’s employees within the Public Health division.

#### **3. Ongoing Communication:**

The Employer and the Union commit to continuous consultation and the sharing of relevant information, respecting any confidentiality or legal restrictions, throughout the process of the Significant Restructuring.

#### **4. Employee Rights and Benefits:**

In instances of Significant Restructuring, the Employer will endeavor to ensure the following for affected Employees, within the bounds of applicable legal obligations and legislation:

- The carry-forward of all seniority and seniority-related rights.
- The carry-forward of service credits relating to vacation pay, sick leave, and other similar benefits.
- The maintenance of current conditions of employment and wage rates without reduction or diminishment.
- The continuation of employment with any subsequent employer.

**5. Limitation of Guarantee:**

The Union acknowledges that while the Employer commits to making best efforts to secure the outlined provisions, this agreement does not create a legally binding obligation on the Employer or guarantee specific outcomes.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

## **Letter of Agreement #13**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

### **GRADUATE REGISTERED NURSES**

The Parties accept the importance of recruiting graduate nurses. Accordingly, the Parties agree that the Region may hire and employ graduate nurses in accordance with the following terms and conditions:

1. Graduate Registered Nurses as referred to in this Letter of Agreement are those that have successfully completed a baccalaureate degree in nursing as recognized by the College of Nurses of Ontario.
2. Graduate Registered Nurses will be considered as external applicants.
3. Once a Graduate Registered Nurse has received an offer of employment with the Region of Peel, they must obtain their “Temporary Status” as a Registered Nurse with the College of Nurses of Ontario and meet all of the College of Nurses’ requirements for the General Class with the exception of completing the registration exam, which they must take and pass.
4. Graduate Registered Nurses must pass their registration exam within six (6) months of obtaining their “Temporary Status” registration with the College of Nurses. Graduate Registered Nurses who do not pass their registration exam will have their employment terminated, and such termination will be deemed to be for just cause and not subject to the grievance and arbitration procedures of the Collective Agreement. It is understood, however, that a graduate nurse may file a grievance which alleges that such termination constitutes a breach of the *Human Rights Code*.
5. Graduate Registered Nurses may be employed as full-time, part-time, casual or temporary employees, and will be entitled to the Collective Agreement terms and conditions that apply to the category that they are employed in, except where such terms and conditions are modified herein.
6. This program is not for use with the Ministry of Health Nursing Graduate Guarantee.

7. Graduate Registered Nurses will receive Step 1 of the Public Health Nurse classification upon their hire.
8. The Parties agree to discuss any governmental legislative or directive changes, regulatory changes and/or licensing changes that may impact this Letter of Agreement.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

For the Union

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

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Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Understanding #14**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**Registered Practical Nurse (“RPN”) inclusion in the Bargaining Unit**

1. The Parties acknowledge that there may be occasions when the Employer desires to hire a Registered Practical Nurse (RPN) who does not serve in a supervisory role or in any position above that rank.
2. Should the Employer require the role of Registered Practical Nurse, they will engage in the formal joint job evaluation process as per the collective agreement.
3. If the Employer decides to hire an RPN in a capacity below that of a Supervisor, the Parties agree to meet within thirty (30) days prior to conduct the job evaluation.
4. No current permanent full-time or part-time nurse will be laid off or have their employment terminated as a direct result of hiring any RPN in a position below the rank of Supervisor during the term of this collective agreement.
5. This Letter of Understanding does not modify or alter Article 1 – Recognition of the Collective Agreement.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

For the Union

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Michelle Eagle  
Michelle Eagle (Apr 25, 2025 09:08 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

Michelle Eagle  
Unit Vice President, CUPE 966

Tammy Morden  
Tammy Morden (Apr 25, 2025 07:46 EDT)

Tammy Morden  
Labour Relations Consultant

Sandra Bates  
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Margaret Lebold (Apr 30, 2025 08:59 EDT)

Margaret Lebold  
Bargaining Committee Member

Noelle Racicot-Kelly  
Noelle Racicot-Kelly (May 2, 2025 13:40 EDT)

Noelle Racicot-Kelly  
CUPE National Servicing Representative

**Letter of Understanding #15**

Between

**The Department of Health Services of the  
Regional Municipality of Peel**

and

**CUPE Local 966 – Public Health Sector**

**Hours of Work, Temporary and Casual Nurse**

1. The daily working hours shall be scheduled between 8:00 am and 8:30 pm, or as required operationally.
2. Nothing herein amends or alters Article 1 – Recognition of the Collective Agreement.

IN WITNESS HEREOF, each of the parties have caused this Letter to be signed by its duly authorized Representatives this 5th day of May, of 2025.

For the Employer

Judy Buchan  
Judy Buchan (May 5, 2025 18:09 EDT)

Judy Buchan  
Director, Communicable Diseases & Chief  
Nursing Officer

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Tammy Morden (Apr 25, 2025 07:46 EDT)

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Noelle Racicot-Kelly  
CUPE National Servicing Representative