

MEMORANDUM OF SETTLEMENT
BETWEEN
KINGSTON, FRONTENAC AND LENNOX & ADDINGTON
HEALTH UNIT
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3175

WHEREAS the parties have been engaged in negotiations for the renewal of the collective agreement expiring December 31, 2017 and have agreed to renew that collective agreement on the following basis:

1. The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representative of the parties do hereby agree to seek complete acceptance of all terms of this Memorandum by their respective principals and in doing so agree to recommend acceptance of this Memorandum.
3. The parties hereby agree that this Memorandum is subject to ratification by both parties.
4. The parties herein agree that the term of the collective agreement shall be from January 1, 2018 to December 31, 2020.
5. The parties agree that the said collective agreement shall include terms of the previous collective agreement expired December 31, 2017 plus the following amendments as outlined below and forming part of this Memorandum.

- 2.03 A regular full-time employee is an employee who is employed for thirty-five (35) hours of work per week.

Regular full-time employees may request a reduction of their hours on a temporary basis for up to 18 months, subject to meeting the needs of public health programs and services and with the approval of their immediate supervisor. The Union shall be notified of such changes.

2.05 Term employees are hired for the purpose of temporary replacements or for special projects and programs that are not otherwise filled by regular staff. The duration of such terms normally will not exceed twelve (12) months, except for sick leave replacement **or pregnancy and parental leave replacement** which will cover the full period of the leave. The duration of a term may be extended with the agreement of the Employer, Union and term employee. Such agreement will not be unreasonably withheld.

Term employees are entitled to personal emergency leave provisions in accordance with the Employment Standards Act.

4.03 (a) Dues are to be deducted from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, together with a list of the members from whom the dues have been deducted.

(b) In March and September of each year, the Employer agrees to provide an up-to-date list of bargaining unit members showing names, addresses, **phone numbers** and classifications.

6.04 It is agreed that a Joint Union/Management Committee will be established with three (3) representatives from the Union and three (3) representatives from the Employer. This Committee shall meet every two (2) months or less frequently if mutually agreed. **The purpose of this committee shall be to consider matters of mutual intent relating to the administration of the Collective Agreement for the purpose of assuring continuing good relations between the parties.**

6.08 The five (5) employees (including the alternate) who are members of the Union's Negotiating Committee shall be given **three (3)** days (or **six (6)** half days) each, of time off without pay for the purpose of preparing the Union's proposals prior to collective bargaining.

7.02 Delete article

7.03 The union shall notify the Employer in writing of the names of each Steward.

10.05 Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- when an employee is on lay-off for a period of up to two (2) years;
- when an employee is on approved leave of absence **up to** twelve (12) months.
- **when an employee is working for the employer outside the bargaining unit in a temporary position.**

10.06 Seniority shall be lost and employment will be terminated when an employee is absent from work under the following circumstances:

- resignation;
- retirement;
- discharged without reinstatement;
- after twenty-four (24) months following expiration of short-term disability benefits, unless examined and reported by a legally qualified physician acceptable to the Employer that the employee will be able to return to work within three (3) months of the examination;
- after two (2) years on lay-off;
- failure to return from an approved leave of absence;
- failure to contact the Employer within fourteen (14) calendar days from the date of mailing of a registered letter advising the employee of a potential recall;
- failure to report to work on the date agreed upon after accepting a recall offer of employment.
- failure to accept a permanent position that is in the same classification, with the same status (i.e.; full-time or part time) while on layoff.**

10.07 Seniority shall be lost under the following circumstances:

- absence without approved leave for a period of five (5) consecutive working days without a valid reason;
- failure to report absence from work on account of illness to his/her immediate supervisor within five (5) consecutive working days;
- an employee accepts a permanent transfer or a permanent promotion to a position outside the bargaining unit in excess of three (3) months.
- **an employee is in a temporary position outside the bargaining unit in excess of eighteen (18) months.**

12.02 In the event of a lay-off, the least senior employee within the classification impacted by the lay-off shall receive a notice of lay-off. An employee about to be laid off may bump the most junior person in an equal or lesser paying classification providing the employee exercising such right is qualified to perform the work of the employee with less seniority.

An employee about to be laid off may:

Accept the layoff; or

- i) bump the most junior employee in the same classification and the same hours associated with their regular position (i.e. 0.6 to 0.6).

- ii) if the availability of such a position does not exist, may bump the most junior employee within the same classification, regardless of the hours associated with his/her regular position.
- iii) failing the availability of such a position, bump the most junior employee in a lower classification, with equal or greater hours than those presently held by the employee in his/her regular position.
- iv) take an early exit option**

An employee so displaced shall be deemed to have been laid off and shall be entitled to ninety (90) days' notice. The original notice to the Union provided in 12.02 (a) shall be considered notice to the Union of any subsequent lay-off resulting from the bumping process.

Where an alternate arrangement concerning lay-off and recall is agreed upon it will be by mutual consent of the Employer and the Union

12.03

The Employer will offer early exit options in accordance with the following conditions:

- i) The agency will first make offers in the classifications within team(s) where layoffs would otherwise occur. If more employees than are required are interested, the agency will make its decision based on seniority, whereby the most senior employee is offered the exit options.
- ii) If insufficient employees in the team affected accept the offer, the agency may extend the offer to employees in the same classification with similar job requirements that are funded by the same source, in other teams. If more employees than are required are interested, the agency will make its decision based on seniority. This option would trigger an internal reassignment of the most junior employee from the team directly affected by the lay-off to the team in which an employee chose an early exit option.
- iii) In no case will the agency approve an employee's request under (i) and (ii) above for a voluntary exit option if the employees remaining are not qualified to perform the available work.
- iv) The number of voluntary early exit options the agency approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the agency's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

v) An employee who elects a voluntary exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of twenty-six (26) weeks' pay.

13.03 Maintenance employees shall work, Monday to Friday, on a day shift and an evening shift. Start and finish times will be determined. No shift will extend beyond eight (8) hours. **There shall be no split shifts.**

17.01 All regular full-time employees with three (3) months' service or more, and absent from work due to disability, are eligible for sick pay benefits. Part-time employees with three (3) months' service or more, and absent from work due to disability, are eligible for sick pay benefits on a pro-rata basis. They are as follows:

Less than 3 months (1.5 days per completed month of service at 2/3 pay)

3 months but less than 1 year – Full salary nil, 2/3 salary 15 weeks

Employees are entitled to personal emergency leave provisions in accordance with the Employment Standards Act.

17.05 An employee absent on account of illness for five (5) or more full consecutive work days may be asked to submit a physician's certificate to the to the Employer upon return to work stating the duration of the illness and that the employee is fit to return to work. **If the Employer requests that the employee obtain a medical certificate subsequent to hire, the Employer shall pay the cost of obtaining the certificate to a maximum of \$25.00 upon provision of a receipt.**

17.09 The Employer shall have the right at any time to require that an employee who is absent on account of illness be examined and reported upon by a legally qualified physician. **If the Employer requests that the employee obtain a medical certificate the employer shall pay the cost of obtaining the certificate to a maximum of \$25.00 upon provision of a receipt.**

17.11 An employee who is absent owing to illness may use any part of her earned annual vacation if sick pay entitlement is exhausted. Any use of vacation will not be considered active employment for the purposes of sick leave reinstatement under Article 17.01.

18.01 (a) The Employer may grant a leave of absence without pay of up to six (6) months to employees who request it in writing. Such leave shall not be unreasonably withheld. Subject to any changes to the employee's status which would have occurred had they not been on leave, the employee will be reinstated to their former position.

(b) The Employer may grant leave of absence without pay in excess of six (6) months to a maximum of one (1) year when requested in writing. **Such leave shall not be unreasonably withheld.** The Employer will fill the position on a

temporary basis and the employee will be returned to his/her former position. Where the Employer is not able to fill the position on a temporary basis, it will be filled on a regular basis, but the Employer will advise the employee prior to filling the job permanently. The returning employee will be given the first available position he/she is qualified and able to perform. The employee may reject such offer if it is not located at that employee's previous place of work, but in any event, the Employer's obligation is only for a period of six (6) months from the end of the approved leave of absence.

18.02 **Leave of absence without pay shall be granted upon written request by the Union to the Employer to attend a Union convention or Union education seminar subject to:**

- **the request is submitted at least two (2) weeks in advance of the start of such leave**
- **not more than three (3) employees at any one time, unless mutually agreed upon**
- **meeting the needs of public health programs and services.**

Such leave of absence shall not exceed a total of **forty (40)** days in any one (1) calendar year, **unless mutually agreed upon.**

18.03 Leave of absence with pay shall be granted in the following circumstances:

- (a) Six (6) work days with pay for the death of spouse (for the purposes of this Article, spouse shall include common-law and same-sex spouse), mother, father, step-parent, child, stepchild, brother, sister, grandchild or step grandchild;
- (b) Three (3) work days with pay for the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent (includes grandparent of spouse);
- (c) One (1) day with pay for the death of other close relatives, provided the employee has attended the **service**. Prior approval for the day with pay is to be obtained from the employee's immediate supervisor or his/her designate;

18.07 (a) After thirteen (13) weeks' employment, employees, upon written request, shall be granted up to seventeen (17) weeks unpaid leave of absence for Pregnancy and up to **sixty-one (61)** weeks of unpaid Parental Leave, or **sixty-three (63)** weeks of unpaid Parental Leave if they did not take Pregnancy Leave.

- (b) The period of leave will be considered as continuous service for purposes of seniority, service, annual increments and length of vacation entitlement.

- (c) An employee returning from Pregnancy and Parental Leave shall be returned to her former position, subject to any changes to the employee's status, which would have occurred had she not been on leave.
- (d) The employee shall not be entitled to any sick leave benefits during pregnancy leave and parental leave.
- (e) Written request for pregnancy leave and parental leave implies an intention to return to work. The employee must specify in her written request the date the leave commences, that she intends to return to work and the expected return date.
- (f) The Employer will continue to make Employer contributions for the benefit premiums in which the employee is enrolled for the period of the Pregnancy and Parental Leave or adoption leave up to a maximum of fifty-two (52) weeks.
- (g) The Employer shall grant a leave of absence without pay to an employee for a period of up to **sixty-three (63)** weeks for Adoption Leave on the same basis as Parental Leave.
- (h) The Parties recognize that this language may be amended by legislation. An employee on Pregnancy Leave or Parental Leave, as provided under this Agreement, who is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to Section 18 of the Employment Insurance Act, as amended, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-five percent (85%) of the employee's regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of such benefits to a maximum of fifteen (15) weeks for Pregnancy Leave and eleven (11) weeks for Parental Leave.

If an employee elects to receive Employment Insurance Benefits over a period of time greater than twelve (12) months, the supplemental employment benefit paid to the employee over this period will be calculated as if the employee elected to receive her Employment Insurance benefits for a 12 month period.
- (i) Employees shall be allowed five (5) continuous days paid paternity leave of absence contiguous to the birth of a child or the return home of the mother.

19.03 (2.) Empire Life Dental Plan No. 9 or equivalent, with a twenty-five/fifty dollar (\$25/\$50) deductible, nine (9) month recall and at the **current ODA rate**. Crowns, Bridges and Dentures –75% reimbursement up to \$2,000.00 per person per year. Orthodontic coverage for dependent children only. Employer to pay 100% of premium to provide 50% co-insurance to a maximum of \$5,000 lifetime for each child.

(4.) Empire Life Extended Health Care Benefits, or equivalent, with a ten/twenty dollar (\$10/\$20) deductible, and a ninety percent (90%) reimbursement.

The Extended Health Care Plan includes eyeglass coverage (Vision Care) **at five hundred dollars (\$500.00)** per member and dependants each two (2) years. Laser eye surgery is included in vision care benefit. Eye exams are covered up to a maximum of one **hundred dollars (\$100.00)/exam**; eye exam frequency – every twenty-four (24) months > 18 years of age and every 12 months <= 18 years of age.

Paramedical benefits increase to \$600 per benefit period – Paramedical as defined in current schedule of benefits, including Physiotherapy and Occupational Therapy.

19.03 (7.) Chiropractic Services:
- **ninety percent (90%)** of balance of OHIP paid amount up to **six hundred dollars (\$600.00)** per year

21.01 The Employer agrees to allow the Union to post on existing bulletin boards, **including the electronic bulletin board**, notices of Union meetings and such other Union notices that may be of interest to the employees, keeping within the general spirit and intent of the Collective Agreement

21.02 When a new classification covered by the terms of this Collective Agreement is established by the Employer, or there has been substantive change to the existing classification, the jointly approved Ontario Pay Equity Terms of Reference shall govern the process to be followed. (Remove bold)

APPENDICES

Appendix A – 2.00% effective January 1, 2018; 1.5% effective January 1, 2019; 1.5% effective January 1, 2020.

Change Accountant Clerk to Accounting Clerk

Change Parent Support Worker to Infant Hearing Screener

Change AV Clerk and Stores Assistant to Central Resource Assistant

Add:
Media and Communications Assistant
System Administrator
IT Support Analyst
QA Analyst
Infection Prevention and Control (IPAC) Nurse
Database Administrator
System Administrator
User Interface(UI)/User Experience (UX) Developer
Mental Health Promotion Specialist

Appendix B – Casual Employees – Renew

Appendix C – Counselling Letter – Renew

Appendix D – Flexible Working Hours and Job Sharing – Renew

Appendix E – Automobile Insurance – Renew

Appendix F – Article 20.10 – Renew

Appendix G – Job Posting – Renew

Appendix H – Joint Pay Equity

The Parties agree that the Joint Pay Equity **process will be maintained.**

Appendix I – Hours of Work – NEW

MEMORANDUM OF AGREEMENT

BETWEEN

KINGSTON, FRONTENAC AND LENNOX AND ADDINGTON HEALTH UNIT

(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3175

(hereinafter referred to as the "Union")

RE: HOURS OF WORK

The Parties agree that when required under the Ontario Public Health Standards to provide immunization programs outside the hours of work as stated in Articles 13.01 and 13.02, the hours shall

be up to seven (7) hours per day, to be worked in a continuous period between 7:30 a.m. and 4:30 p.m. A one (1) hour unpaid lunch break is provided.

In addition, where the need arises to have immunization clinics outside the hours of 7:30 a.m. and 4:30 p.m., the employer will follow the scheduling guidelines. If there is not adequate coverage for these shifts, the Union agrees that the shifts will be assigned in an equitable manner, to the regular Full-Time and Part-Time Vaccine Preventable Disease Team employees.

Signed this _____ of _____, 2018.

FOR THE EMPLOYER

FOR THE UNION

Appendix J – Working Group to Review Automobile Allowance Rates – NEW

MEMORANDUM OF AGREEMENT

BETWEEN

KINGSTON, FRONTENAC AND LENNOX AND ADDINGTON HEALTH UNIT

(hereinafter referred to as the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3175

(hereinafter referred to as the "Union")

RE: WORKING GROUP TO REVIEW AUTOMOBILE ALLOWANCE RATES

The Parties agree that a working group, consisting of Employer and Union representation, shall be formed to analyse the issue of equitable automobile allowance rates for employees required to provide a vehicle for work, as per Appendix "F".

Signed this _____ of _____, 2018.

FOR THE EMPLOYER

FOR THE UNION

SIGNED this ____ day of _____, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

