

Memorandum of Agreement Between

City of Ottawa (“the City”)

And

Civic Institute of Professional Personnel (“the Union”)

RE: Hours of work for the Immunization clinics in the Immunization Unit, Ottawa Public Health Department

WHEREAS the Parties had agreed on March 18, 2020, via email to alter the hours of work for employees working on the COVID Emergency Response during the state of emergency and pandemic;

WHEREAS the provincial government issued Ontario Regulation 116/20: Work Deployment Measures for Boards of Health under the *Reopening Ontario (A Flexible Response to COVID-19) Act* (“the Order”) effective April 1, 2020 and Ottawa Public Health (“OPH”) scheduled staff in accordance with this Order;

WHEREAS Ontario Regulation 116/20: Work Deployment Measures for Boards of Health under the Reopening Ontario Act ended on April 27, 2022;

WHEREAS the parties entered into a Memorandum of Agreement on January 28, 2022 regarding the Hours of Work at OPH during the COVID-19 pandemic, which ended on June 28, 2022;

WHEREAS on June 29, 2022, the parties entered into a temporary interim agreement to allow certain full-time employees to continue working regularly on Saturdays until August 28, 2022;

WHEREAS the parties entered into a Memorandum of Agreement on August 19, 2022 regarding the Hours of Work in the Immunization Unit at OPH, which ends on December 31, 2022;

WHEREAS OPH continues to respond to the ongoing COVID-19 pandemic, specifically with the Immunization clinics within Immunization services;

WHEREAS some IT Strategy and Support (ITSS) Branch employees provide logistical support to the Immunization clinics of the Immunization Unit at OPH;

WHEREAS in June and July 2022 OPH surveyed staff working within the Immunization Unit or whose work provides support to the Immunization unit to work a shift schedule that would include regularly working on Saturdays;

WHEREAS OPH has requested to continue regularly scheduling full-time employees to work a Tuesday to Saturday schedule to support the Immunization clinics in ITSS or Immunization Unit;

AND WHEREAS Notwithstanding Article 6 of the Collective Agreement, CIPP has indicated a willingness to establish a unique and time limited framework under which CIPP members may voluntarily elect to work on Saturdays, as part of their normal Work Week.

NOW THEREFORE the parties agree to the following:

1. Effective January 1st, 2023, until May 28, 2023 , for full-time employees in the positions listed below that work with the Immunization clinics in the Immunization Unit or support these clinics in the Immunization Unit and that elected to work a Tuesday to Saturday schedule:

- Public Health Nurses;
- Supervisors, Public Health;
- Health Information Analysts;
- Public Health Officers; and
- Public Health Research Assistants

The parties agree to the following:

- a. The work week shall be Tuesday to Saturday;
 - b. The normal hours of work shall be 35 hours per week;
 - c. For Tuesday to Friday, except where article 6.03 (b) applies, the normal daily working hours may take place between the hours of 7am and 8pm and shall be up to 7 hours per day;
 - d. For Saturday, the normal daily working hours may take place between the hours of 8am and 6pm and shall be up to 7 hours per day;
 - e. Employees will be given 2 consecutive days of rest every week;
 - f. Overtime shall be paid as per article 7 and/or 36 (Article 7), where applicable, of the collective agreement; and
 - g. Premiums for these employees will be payable in accordance with Articles 7 and/or 36 (Article 7), where applicable.
2. For any new temporary full-time job competitions or expressions of interest for work with Immunization clinics in the Immunization Unit or in ITSS whose work provides

support to clinics in the Immunization unit, Ottawa Public Health will indicate that the new assignment(s) will require employees to work a regular Tuesday to Saturday schedule. The competition poster shall clearly state that working a regular Tuesday to Saturday schedule shall be effective until , May, 28, 2023, with the possibility of an extension.

Successful candidates to these job competitions or expressions of interest will be considered to have elected to work a regular Tuesday to Saturday schedule and this Agreement will apply to them.

3. Full-time permanent employees who elected to work Tuesday to Saturday may elect at any time during the life of this agreement to return to the Hours of Work provision of the CIPP Collective Agreement at Article 6. They shall advise management in writing and provide two (2) weeks' advance notice. For clarity, no later than two (2) weeks following receipt of a notice, the employee's Hours of Work and Normal Work Week shall be consistent with their Collective Agreement and their work schedule shall be Monday to Friday.
4. Full-time temporary employees who have elected to work Tuesdays to Saturdays can request a change to their hours of work. The Employer and the Union shall deal with such requests on a case-by-case basis. In addressing these requests, the Employer will not act in a manner that is unreasonable, arbitrary, discriminatory or in bad faith.
5. The Employer will send an updated list to the Union of members who work a Tuesday to Saturday schedule on a monthly basis.
6. The parties acknowledge that OPH may create a limited number of temporary full-time assignments to support Immunization clinics within the Immunization unit, whose work schedule alternate between a Monday to Friday schedule at 35 hours per week and a Tuesday to Saturday schedule at 35 hours per week.

In these circumstances, these employees may not receive two consecutive days of rest while rotating between the two schedules.

7. The parties may mutually agree to amend this agreement to extend the end date in a form similar to **Schedule A** attached hereto. The Employer will provide the Union with two (2) months' notice for any extension requests. If the parties agree to extend the date, all other terms of this agreement will continue to apply unchanged. If the parties do not mutually agree to extend the end date, the terms of this Memorandum of Agreement will end on May 28, 2023. The Union will not unreasonably deny a request to extend this agreement.
8. This agreement is without precedent or prejudice to the position the parties may take regarding similar situations in the future and shall not be entered as evidence or

referenced in any other proceedings, including but not limited to Collective Bargaining and Arbitration, unless the parties mutually agree otherwise, save and except for enforcement of this Agreement. Nothing precludes either party from providing proposals in future collective bargaining relating to matters in this agreement.

9. This agreement may be signed in counterparts, either with the original signature or electronic/digital signature, and the signed copies may be sent by facsimile, digital or electronic transmission. The signed copy that is transmitted to the other party shall be considered binding as the original signature. Each counterpart shall be deemed an original and together constitute one and the same agreement.

Signed at Ottawa this December, 2022.
(Month)



For the City

Dec. 12, 2022
Date

Rukiya Mohamed Nur

For the Union

Dec. 15, 2022
Date

Schedule A

AMENDING MEMORANDUM OF AGREEMENT BETWEEN

CITY OF OTTAWA ("City")

AND

THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL (CIPP) ("Union")

Regarding Hours of work in the Immunization Unit, Ottawa Public Health Department

WHEREAS the Parties entered into the Original Memorandum of Agreement Regarding Hours of Work in the Immunization Unit, Ottawa Public Health;

AND WHEREAS the Parties wish to extend the term of the Original Memorandum of Agreement Regarding Hours of Work in the Immunization Unit, Ottawa Public Health;

NOW THEREFORE the Parties agree as follows:

1. The Original Memorandum of Agreement Regarding Hours of Work in the Immunization Unit, Ottawa Public Health is amended by replacing all references to "" May 28, 2023, with "[insert new date]"; and
2. All the terms and conditions of the Original Memorandum of Agreement Regarding Hours of Work in the Immunization Unit, Ottawa Public Health except as otherwise amended by these presents are hereby confirmed and ratified; and

IN WITNESS WHEREOF the Parties have executed this Amending Memorandum of Agreement as of the dates noted below.

Signed at Ottawa this December, 2022.
(Month)



For the City

Dec. 12, 2022

Date

Rukiya Mohamed Nur

For the Union

Dec. 15, 2022

Date