

SCHEDULE A

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(The "Corporation")

AND

LOCAL UNION NO. 101

(Canadian Union of Public Employees, London, Ontario)

(The "Union")

The representatives of the Corporation and the Union have accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes (including benefit changes) unless otherwise specified, shall come into effect January 1, 2019. In the event that this Memorandum is ratified by the Parties, the representatives will meet to finalize the renewed Collective Agreement, subject to review by the Legal Counsel of both Parties and proper execution of the Collective Agreement.

1 The Parties agree that the terms of this Memorandum of Agreement constitute the full and final settlement of all matters in dispute between them with respect to a renewal collective agreement and that there are no representations (written, oral or otherwise) that either party has relied upon that have not been recorded herein. All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.

2 The Parties agree that the renewed Collective Agreement shall include the terms and conditions of the Previous Collective Agreement which expires December 31, 2018 except as amended, deleted from or added to by virtue of this Memorandum.

3 Notwithstanding Article 29.1 of the Collective Agreement, the parties agree to waive all notice requirements relating to the parties' Intent to bargain with a view to the renewal of the Collective Agreement.

4 Final acceptance of the Memorandum of Agreement is subject to a majority vote in the affirmative by the membership of the Union and the elected Council of The Corporation of the City of London.

Signed this 26th day of September, 2018

For the Corporation:

Ullrich

[Signature]

[Signature]

John Miller

[Signature]

For the Union:

[Signature]

[Signature]

Lidia P. [Signature]

Kandy

[Signature]

1. ARTICLE 2 – UNION SECURITY AND CHECK-OFF

- Amend Article 2.4 and 2.6 as follows:

2.4 All sums deducted pursuant to this Article shall be remitted by the Corporation to the Treasurer of the Union once each month together with a list of names of all employees from whose remuneration Union dues and assessments were so deducted. **The list of names shall also indicate the amount of Union dues deducted for each employee, employees' annual salary in their base classification for full time employees, and employees' bi-weekly earnings for the applicable month for part time employees.** The Corporation shall notify the Union of terminations of employment and of newly hired employees in the pay period following the pay period in which the status of employment changed.

2.6 The Corporation will inform affected employees of the provisions in this article and give all permanent employees and all temporary employees hired for more than twelve (12) weeks a copy of the Collective Agreement. During the first day at work the employees noted above will be introduced by a Manager to the Union Steward **and the Worker Health and Safety Representative, and shall be allowed fifteen (15) minutes to meet with each.**

2. ARTICLE 5 – UNION REPRESENTATION

- Amend 5.1 as follows

(f) *The Joint Health and Safety Committee - Market Tower Citi Plaza* shall consist of ~~four (4)~~ **six (6)** Union and ~~four (4)~~ **six (6)** Management representatives for the purpose of performing the duties prescribed by the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter 0.1, and as further outlined in the Terms of Reference, jointly agreed to by the parties.

(g) *The Joint Health and Safety Committee – Satellite Centres* shall consist of ~~three (3)~~ **four (4)** Union and ~~three (3)~~ **four (4)** Management representatives for the purpose of performing the duties prescribed by the *Occupational Health and Safety Act*, R.S.O. 1990, Chapter 0.1, and as further outlined in the Terms of Reference, jointly agreed to by the parties.

(j). *The Return To Work Committee* shall consist of ~~three (3)~~ **up to four (4)** Union and ~~three (3)~~ **up to four (4)** Management representatives for the purpose of returning those employees from the bargaining unit with occupational or non- occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work.

- Amend 5.7 as follows

All agendas of the City Council ~~and the Board of Control~~ are to be sent to the Union at the same time they are sent to the members of the said Council ~~and Board~~. All minutes, if any, of the meetings of the Council are to be similarly sent to the Union, provided that the Union shall not be entitled to receive any minutes concerning or relating to meetings of the said Council which are held in camera.

3. ARTICLE 8 – STAFF CHANGES, ADDITIONS AND PROMOTIONS

- Amend 8.2 as follows:

The Corporation will notify the Union **in writing** if the most senior applicant will not be appointed to any such vacancy.

4. ARTICLE 9 – REMUNERATION AND INTERVIEW

- Amend 9.3 as follows:

When employees are assigned on a temporary basis for more than five (5) consecutive working days to perform the duties of a job in a higher classification, they will be paid the next higher of the two rates for the replacement period retroactive to the first day of such replacement. However, if the next higher rate is not at least ~~seven hundred and twenty five dollars (\$725.00); effective July 22, 2015~~, eight hundred dollars (\$800.00), higher than their annual rate, their annual rate shall be adjusted by a minimum of ~~seven hundred and twenty five dollars (\$725.00); effective July 22, 2015~~, eight hundred dollars (\$800.00). No temporary assignment shall be utilized to deprive employees with seniority of the opportunity of appointment to a position per the provision of Article 6 or Article 8.

- Amend 9.4 as follows:

(a) When employees are promoted from one job classification to another, they shall be paid the next higher rate as provided in Schedule "A".

However, if the next higher salary rate does not result in at least ~~seven hundred and twenty five dollars (\$725.00); effective July 22, 2015~~, eight hundred dollars (\$800.00) increase, their salary shall be adjusted by an amount of a minimum of ~~seven hundred and twenty five dollars (\$725.00); effective July 22, 2015~~, eight hundred dollars (\$800.00). The adjustment may result in the employee receiving a salary which does not appear in Schedule "A". Future salary increases shall be in accordance with Schedule "A".

5. ARTICLE 12 – VACATIONS

- Amend 12.9 as follows:

Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the ~~The~~ *Employment Standards Act, 2000* unless the Collective Agreement provides a greater benefit for temporary employees. **In accordance with subsection 36(3) of the *Employment Standards Act, 2000* (as may be amended from time to time), the parties agree that the Corporation shall pay vacation pay for temporary employees that accrues during each pay period on the pay day for that period.**

- ARTICLE 23 – TEMPORARY ASSIGNMENT

23.8 During the first thirty (30) weeks of employment in a temporary assignment, a temporary employee shall be paid in accordance with Schedule "A", and have the protection of Articles 2, 10, 11 and 17.4 of the Collective Agreement except as noted in sub-article 23.10. No other Article of the Collective Agreement applies. A temporary employee shall not be entitled to a lieu day holiday and shall, as a condition for other paid holidays, have worked the last working day before the holiday and the first regular working day after the holiday.

Temporary employees shall be paid vacation pay in accordance with the *Employment Standards Act, 2000* and in accordance with subsection 36(3) of the *Employment Standards Act, 2000*, (as may be amended from time to time), the parties agree that the Corporation shall pay vacation pay for temporary employees that accrues during each pay period on the pay day for that period.

6. ARTICLE 13 – HOSPITAL, MEDICAL, SICK LEAVE, PENSIONS, GROUP INSURANCE

- Housekeeping – change all references to Liberty Health to Manulife
- Amend 13.1 (a) as follows:
 - (a) The Corporation will pay 100% of the premiums for the said health plans, as set out below:
 - The Ontario Health Insurance Plan.
 - The Liberty Health Supplementary (or equivalent coverage) to the Ontario Health Insurance Plan maximum prescription dispensing fee ~~seven dollars and fifty cents (\$7.50)~~ **ten (10) dollars** (unless maximum ODB dispensing fee is greater, and provide for voluntary generic substitution except on express instruction of physician).
 - Liberty Health Extended Health Care Benefits Plan, or equivalent coverage, which will include coverage for prescribed CPAP machines, no deductible will apply for single or family coverage. The plan will include the Deluxe Travel Plan.
- Amend 13.1 (a) to provide for the following:
 - Chiropractic, Osteopath, Naturopath, Podiatrist, Physiotherapist, Speech Pathologist, Masseur, Chiropodist, **Social Worker** and Psychologist coverage for a total of ~~one thousand, four hundred dollars (\$1,400.00) per year,~~ **one thousand, five hundred dollars (\$1,500) per year.**
- Amend 13.1 (c) as follows:
 - (i) The Corporation will pay one hundred percent (100%) of the premiums for a Vision Care Plan in conjunction with the Extended Health Care Plan providing for a benefit of ~~three hundred dollars (\$300.00)~~ **three hundred and fifty dollars (\$350.00)** in twenty-four (24) months with a twelve (12) month prescription rider plus loss or breakage replacement up to the maximum dollar amount. ~~Effective August 21, 2015,~~ The Vision Care Plan benefit of ~~three hundred dollars (\$300.00)~~ **three**

hundred and fifty dollars (\$350.00) in 24 months inclusive of laser eye surgery. Employees shall pay fifty percent (50%) of the premium of such plan; the five twelfths (5/12ths) portion of the E.I. premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer and shall be deemed to cover the **employees'** cost of this benefit, whether same is actually more or less than the rebate.

(ii) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of ninety dollars (\$90.00) per exam for employees and eligible dependants.

- Amend 13.2 (j) as follows:

(i) Whenever employees, formerly employed by another **Ontario** municipality or local board which had established a sick leave credit plan under the provisions of the *Municipal Act*, or any private Act of the Corporation of the City of London, become employees of the Council of the Corporation of the City of London, without interruption of employment by another employer, the Chief Human Resources Officer shall ascertain, in writing, the extent of the sick leave credits, if any, standing to their credit in the plan of the **Ontario** municipality or local board formerly employing the employee,

- delete Article 13.5 as follows:

~~**13.5 An employee shall retire from the employ of the Corporation no later than the end of the month in which the employee's sixty-fifth birthday occurs.**~~

7. ARTICLE 14 REHABILITATIVE ASSIGNMENTS AND WORKPLACE SAFETY AND INSURANCE

- Add New 14.7

When an employee, due to disability, is placed in a position carrying a lower wage rate on a permanent basis, his or her existing wage rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, his or her hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of his or her new classification are the same. Upon reaching the rate of the lower

paid classification, the employee concerned shall be granted negotiated increases for that classification.

If a lower rated position is not available and an employee, due to disability, is placed in a position carrying a higher wage rate of pay, the terms of Articles 9.5(a) and 9.4(a) shall apply.

8. ARTICLE 15 – GRIEVANCE PROCEDURE

Step No.2

If the complaint is not settled within and not after five (5) working days of the date of discussing the complaint with the employee's appropriate Management Supervisor (or if no decision is received from the employee's appropriate Management Supervisor within five (5) working days after such decision ought to have been given), the complaint shall be reduced to a written grievance and the aggrieved employee, and one member of the Union Grievance Committee, may formally submit the grievance to the Chief Human Resources Officer or designate. The Chief Human Resources Officer or designate, who may have the assistance of the employee's Managing Director, or their nominee as required, shall take the matter up with the Grievor and the Union Grievance Committee member within ten (10) working days after the date ~~of the presentation of~~ the grievance is formally submitted to the Chief Human Resources Officer or designate. **The Chief Human Resources Officer or designate, within ten (10) working days of meeting with the Grievor and the Union Grievance Committee member, shall advise the Union in writing of the Employer's response.** If the grievance is not settled ~~within that period of time within ten (10) working days from the date of the meeting,~~ the Union may, within and not after twenty (20) working days after ~~that~~ the date it receives the Employer's written response (or if no written response from the Chief Human Resources Officer or designate is received within ten (10) working days, within and not after twenty (20) working days after such response ought to have been given), refer the grievance to Arbitration under Article 16.

9. ARTICLE 31 – TERM OF AGREEMENT

This Agreement shall be for a term of forty ~~one (41)~~ **eight (48)** months, commencing on the ~~22nd day of July~~ **1st day of January, 2019**, and ending the 31st day of December, ~~2018~~ **2022**, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in Writing.

10. Schedule "A" Position Classification and Salary Schedule

- Amend Schedule "A" to reflect the following increases:
 - Effective January 1, 2019 – 1.75%
 - Effective January 1, 2020 – 1.75%
 - Effective January 1, 2021 – 1.85%
 - Effective January 1, 2022 – 2%
- Parties agree to update Schedule "A" to reflect any changes resulting from job evaluation and correct any typos related to position titles.

APPENDIX B - LONG TERM DISABILITY DETAILS

Housekeeping as follows:

- **ELIGIBILITY** All full time active employees. New employees upon completion of probationary period.

10. Agreeable to meet with the Union one month following the release of the Rubin Thomlinson report to review and consider entering into an LOU regarding harassment discrimination, violence in the workplace and domestic violence.

LETTERS OF UNDERSTANDING

Effective January 1, 2019, the following Letters of Understanding shall be renewed and form part of the Collective Agreement.

Subject

- LEAVES OF ABSENCE
- ONTARIO WORKS PROGRAM

- REDUCED HOURS OF OPERATION (HOLIDAY CLOSURE)
- TESTING
- FLEXIBLE WORK SCHEDULE PROGRAM AND COMPENSATORY TIME GUIDELINES
- CONVENTION SERVICING
- TERMS OF DEDICATED PRESIDENCY FOR LOCAL 101
- MUNICIPAL LAW ENFORCEMENT OFFICER II
- JOB SHARING
- CALL IN & STAND-BY –REMOTE ACCESS
- EXCESS HOURS OF WORK AGREEMENT – **Add to the LOU the following classifications as agreed to by the parties in the November 8, 2017 Agreement:**
 - Inventory Control Clerk, Senior Supply Services Representative, and Supply Services Representative**
- UNITED WAY SPONSORED EMPLOYEE PROGRAM
- HIGH SCHOOL CO-OP PLACEMENT
- ~~LICENSING ENFORCEMENT OFFICER (FULL TIME)~~
- ~~LICENSING ENFORCEMENT OFFICER (PART TIME)~~
- SEASONAL TOURISM COUNSELLOR/PAID LUNCH UNDER ARTICLE 10
- REFERRAL TO ARBITRATION OF A JOB EVALUATION MATTER
- EMPLOYEES HIRED ON OR BEFORE JULY 22, 2015 – JOB POSTING AND “BUMPING”

11. APPENDIX AGREEMENTS

- Renew Agreement “1” EMPLOYEES TRANSFERRED FROM THE FORMER PUBLIC UTILITIES COMMISSION – **update employee names as applicable**
- Renew Agreement “2” FORMER TOWN OF WESTMINSTER EMPLOYEES BENEFITS – **update employee names as applicable**
- Renew Agreement “3” FORMER MIDDLESEX COUNTY EMPLOYEES BENEFITS – **update employee names as applicable**
- **DELETE** - Agreement “4” Various Provisions

13. Housekeeping – correct spelling errors, delete past effective dates and typos as applicable.