

MEMORANDUM OF AGREEMENT

BETWEEN:

**DEARNESS HOME (THE CORPORATION OF THE CITY OF LONDON)
(the "Employer")**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
Registered Nurses Bargaining Unit (Full and Part Time Bargaining Units)
(the "Union")**

The representatives of the parties have hereby accepted and agreed to recommend to their respective principals for ratification, terms of settlement per the following. It is recognized that all changes unless otherwise specified, shall come into effect 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 calendar days following ratification unless otherwise indicated. 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 herein agree that the terms contained in the Memorandum of Agreement shall 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 All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.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 expired December 31, 2010 except as amended, deleted from or added to by virtue of this Memorandum.
3. 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 City of London.

Signed this 20 day of June 2011.

For the Corporation:

For the Union:

1. **ARTICLE - TERM OF AGREEMENT**
Article 27:

This Agreement shall remain in full force and effect to and including the 31st of December 2014, and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or the desire to amend this Agreement.

2. **SCHEDULE "A" FULL-TIME AND PART TIME SERVICE WORKERS = WAGES**
Amend Schedule "A" to reflect the following increases:

Effective January 1, 2011	0%
Effective January 1, 2012	1.9%
Effective January 1, 2013	1.9%
Effective January 1, 2014	1.9%

Within 30 calendar days of ratification of this Memorandum of Agreement, a one-time lump sum payment of eight hundred and fifty dollars (\$850.00) less all applicable statutory deductions required by law shall be paid by the Corporation to all of the Corporation's Full Time SEIU Local 1 Canada (Registered Nurses) bargaining unit members who are employed with the Corporation, and actively at work with the Corporation as at date of ratification by both Parties. For employees not actively at work, these employees will receive the lump sum payment upon return to work provided that the return to work occurs within the term of the Agreement outlined above and in any event is no later than December 31, 2014.

Within 30 calendar days of ratification of this Memorandum of Agreement, a one-time lump sum payment calculated as four hundred and forty dollars (\$440.00) less all applicable statutory deductions required by law shall be paid by the Corporation to all of the Corporation's Part Time SEIU Local 1 Canada (Registered Nurses) bargaining unit members who are employed with the Corporation, and actively at work with the Corporation as at date of ratification by both Parties. For employees not actively at work, these employees will receive the lump sum payment upon return to work provided that the return to work occurs within the term of the Agreement outlined above and in any event is no later than December 31, 2014. This amount is not subject to percentage in lieu of receiving benefits or percentage in lieu of vacation pay as provided for under Articles 20 and 21.

3. **ARTICLE 19 - PAID HOLIDAYS**

19.04: If a nurse is required to work on any of the foregoing holidays shall be paid at the rate of time and one half the nurse's regular straight-time hourly rate of pay for all hours worked on such holiday. In addition, the nurse will receive a lieu day off with pay in the amount of her or his regular straight-time hourly rate of pay times the number of hours in a normal daily shift as set out in Article 15.01. In the alternative of an additional lieu day off, the nurse may elect to be paid holiday pay in accordance with Article 19.03 and pay at the rate of one and one-half (1½) times her regular pay for all worked on the foregoing holiday.

4. **ARTICLE 21 - HOSPITAL, MEDICAL, PENSION, INSURANCE PROGRAM**

21.01 (a) The Employer will pay 100% of the premiums for the following benefit programs:

Effective 30 calendar days following ratification by both parties, an eye exam once every twenty-four (24) consecutive months up to a maximum amount of eighty dollars (\$80.00) per exam for employees only.

5. **SCHEDULE "A"**

Newly hired nurses will be given credit, for purposes of placement on the grid, for recent experience working as a Registered Nurse in a long term care facility, or related nursing experience.

6. **APPENDIX "B"**

Applicable only to the following employees:

- Thelma Espina (full time employee)
- ~~Dorothy Mascarenhas (full time employee)~~
- Margaret Mark (full time employee)
- Catherine Marks (full time employee)
- ~~Colleen Neumann (full time employee)~~
- ~~Suzanne MacEwen (part time employee)~~
- Georgina Njoku (part time employee)
- Elena Ellis (part time employee)
- ~~Lorna McLeod (part time employee)~~
- Zorica Zoric (part time employee)
- Sharon Murray (part time employee)
- ~~Leigh Mauer (part time employee)~~
- ~~Maureen Robinson (part time employee)~~