

Submitted by the Corporation April 15, 2019

**MEMORANDUM OF AGREEMENT****BETWEEN**

**Dearness Home (The Corporation of The City of London)**

(the "Employer")

AND

**Service Employees International Union Local 1 Canada  
(Full-Time and Part-Time Office Workers' Bargaining Unit)**

(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 30 calendar days following ratification by both Parties, and that any benefit changes shall come into effect 30 days following ratification by both Parties 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 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 All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.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 "Agreed to items" signed and dated March 1, 2019 and the terms and conditions of the Previous Collective Agreement that expired December 31, 2018 except as amended, deleted from or added to by virtue of this Memorandum.

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3. 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 15 day of, April, 2019

For the Corporation:

Jane Brown  
L. H. Hall  
S. J. Jackson  
[Signature]  
Kimberly A. Benson  
[Signature]

For the Union:

[Signature]  
[Signature]  
Amy Reeling  
[Signature]  
[Signature]

1. ARTICLE 12 – SENIORITY – amend as follows to apply to part time employees hired after the date of ratification. For clarity, current part time employees with a hire date prior to date of ratification will continue to earn seniority using date of hire.

Article 12.3

**Part-time employees shall accumulate seniority based on paid hours. A part-time employee's seniority will be expressed in hours.** Seniority is defined as length of continuous service and will be acquired when an employee has completed 360 hours worked. Such seniority will date from the first day that an employee actually commenced work for the Employer. All **part-time** employees will be regarded as probationary employees until they have acquired **360 hours worked** ~~seniority as above provided~~, although an employee shall be entitled to the assistance of;

- (a) The Union in settling a grievance other than dismissal in accordance with the Grievance Procedure herein set forth, after a period of 220 hours worked. The dismissal of a probationary employee shall not be the subject of a grievance.
- (b) The probationary period of 360 hours worked may be extended by up to an additional 220 hours worked on mutual agreement of the Home Administrator and the Union Authorized SEIU Business Agent.

**A separate seniority list shall be maintained for part-time employees.**

- Adjustments/amendments to any other articles of the Collective Agreement to give effect to the above agreement

2. ARTICLE 14 - HOURS OF WORK – AMEND PROPOSAL AS FOLLOWS:

Article 14.1(a) - The standard work week shall be 40 hours consisting of 5 eight hour work days between ~~8:00~~ **6:00** a.m. and ~~5:00~~ **6:00** p.m. or as otherwise agreed between the Parties. There will be one thirty (30) minute paid lunch period and two fifteen (15) minute paid rest periods in each eight hour shift. Lunch and rest periods will be on a staggered basis, as approved by the management supervisor.

- Adjustments/amendments to any other articles of the Collective Agreement to give effect to the above agreement

3. New Article 22.9

Temporary Vacancies – Full Time and Part Time

Where there is a temporary vacancy (any absence of four (4) weeks or greater) in a permanent full time or part time position the Employer may post to fill the vacancy. The posting shall include the qualifications for the classification and wages paid and will be posted for period of ten (10) days. Full time employees cannot apply to temporary part time vacancies.

If there is no successful applicant within the bargaining unit, the Employer may fill the temporary vacancy from outside the bargaining unit. The following applies to any employee hired from outside the bargaining unit to fill a temporary vacancy:

- They shall be paid in accordance with Schedule "A"
- Whether the vacancy is part time or full time they shall receive pay in lieu of benefits and vacation in accordance with the applicable collective agreement provisions for part time employees
- They shall not earn seniority
- The Employer may at its discretion terminate the employment of an employee hired on a temporary basis for any bona fide reason provided it does not act in bad faith and this shall constitute a lesser standard for the purposes of Ontario's *Labour Relations Act*
- They shall not be eligible to participate in the Ontario Municipal Employees Retirement System (OMERS) except as prescribed by OMERS Act and regulations
- In addition to the above, only the following articles of the collective agreement shall apply: Article 4, Article 14, and Article 15,
  
- Include wording to provide, should the temporary vacancy be due to a medical leave, the Union may request information at each 6 month interval regarding anticipated return to work date
  
- Adjustments/amendments to any other articles of the Collective Agreement to give effect to the above agreement

4. Amend Article 18.12(e)

(e) An employee on Parental Leave who is in receipt of EI Parental Leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. **This benefit will be calculated as the difference between; (i) seventy-five percent (75%) of the employee's regular weekly earnings; and (ii) the weekly Employment Insurance benefit that is payable or would be payable to the employee without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act** Such payment shall commence following

the completion of the ~~two-week~~ **applicable** Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of EI Parental Leave benefits, and shall continue while the employee is in receipt of such benefits to a maximum of 8 weeks.

5. Amend Article 20.1(a) to provide as follows:

~~Effective July 24, 2016,~~ The drug plan shall provide for **mandatory generic drug substitution. except upon express instruction of a physician. (Employer withdraws this proposal contingent on the Union withdrawing their sick leave accumulation proposal).**

6. Provide for a term commencing January 1, 2019 and ending December 31, 2022 with the following wage increases:

January 1, 2019	1.75%
January 1, 2020	1.75%
January 1, 2021	1.85%
January 1, 2022	2.00%

7. Provide the following benefits, amending Article 20 and any other articles of the Collective Agreement to give effect to this agreement:
- New: Rider for crowns and bridges – 50/50 coinsurance with a \$3000 lifetime maximum
  - Combined paramedical benefit – increase from \$550 to \$750 per person in any 12 consecutive months