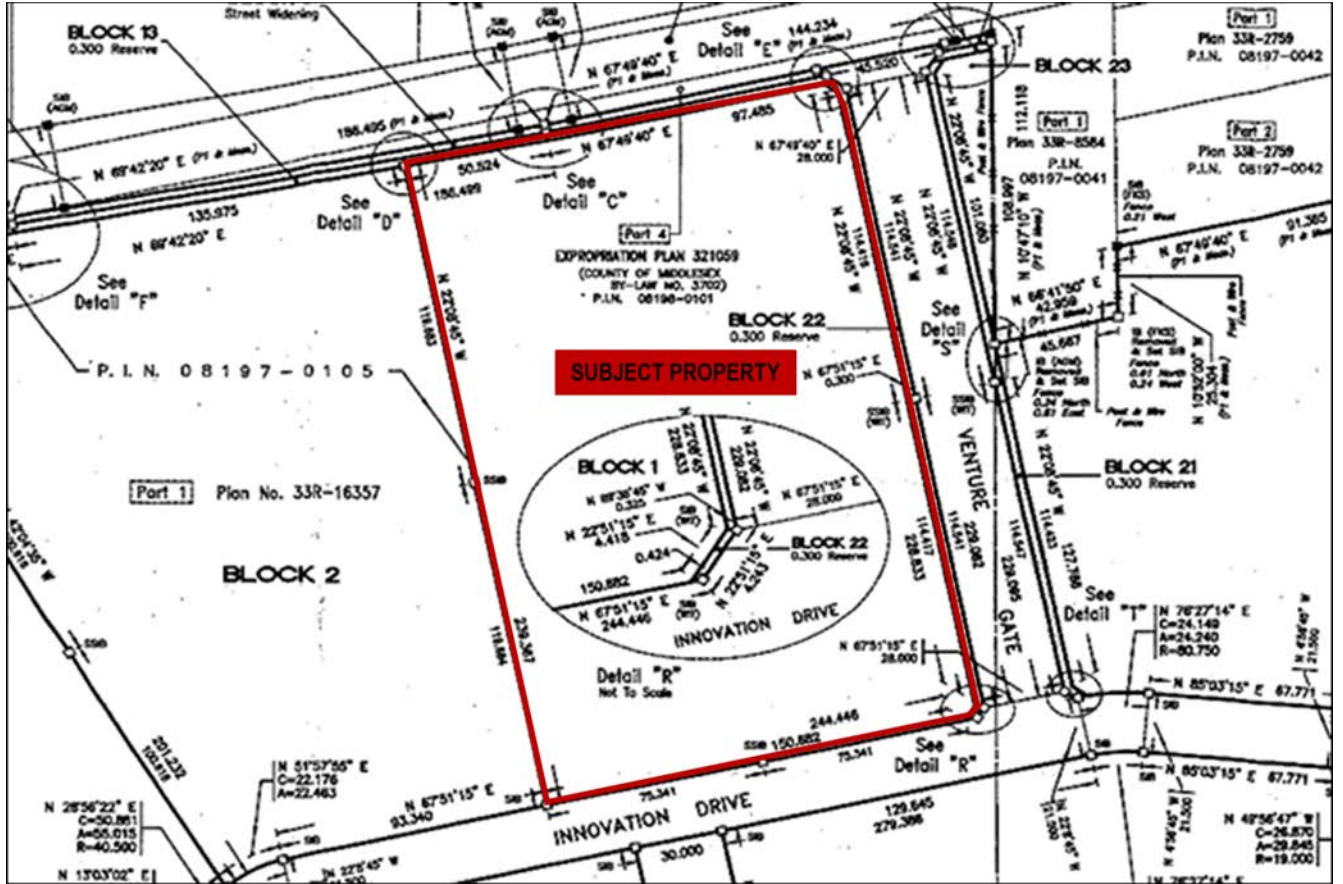


LOCATION MAP

Part of Block 1 Plan 33M-544



Subject To Final Survey

MEMORANDUM OF AGREEMENT

BETWEEN

Dearness Home (The Corporation of The City of London)

(the "Employer")

AND

Unifor Local 302

(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 All proposals, written and/or verbal, not resolved herein are withdrawn on a without prejudice basis.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 July 16 and July 17, 2019 and the terms and conditions of the Previous Collective Agreement that expired June 30, 2019 except as amended, deleted from or added to by virtue of this Memorandum.

1. Article 14.7

Effective 30 days following the date of ratification increase weekend premium from \$0.35/hour to \$0.45/hour. Effective July 1, 2020 increase from \$0.45/hour to \$0.55/hour.

2. New Provision – Article 19 for Full Time Employees

Effective 30 days following the date of ratification, the Employer to provide a combined paramedical benefit of \$700.00 (effective July 1, 2020 \$1000) per person in any 12 consecutive months for speech pathologist, physiotherapy, chiropractor, and registered massage therapy.

The above to replace any current provisions for paramedical services in our benefit plans excluding any provisions for clinical psychologist. Amend and delete provisions within the collective agreement to provide for the above.

3. Article 19.2(a)

Effective 30 days following the date of ratification, increase 13.5% to 14%. Effective July 1, 2020 increase 14% to 14.5%.

4. Adjustment Health Care Aide/Personal Support Worker wage rate as follows:

Effective July 1, 2019 a one-time adjustment of \$0.15/hour
Effective July 1, 2020 a one-time adjustment of \$0.10/hour

5. Provide for a 3 year term commencing July 1, 2019 and ending June 30, 2022 with the following wage increases:

July 1, 2019 1.0%
July 1, 2020 1.0%
July 1, 2021 1.0%

Within 60 calendar days of ratification, a one-time lump sum payment of four hundred (\$400.00) less all applicable statutory deductions required by law (prorated for part-time employees and amount is not subject to percentage in lieu of receiving benefits or percentage in lieu of vacation pay as provided for under Article 19.2) shall be paid by the Corporation to all Unifor Local 302 bargaining unit members who are employed with the Corporation, and actively at work with the Corporation as at date of ratification. 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 Collective Agreement and in any event is no later than June 30, 2022.

Submitted by the Corporation September 11, 2019 at approximately 5:45 PM

Effective July 1, 2020 a one-time lump sum payment of three hundred (\$300.00) less all applicable statutory deductions required by law (prorated for part-time employees and amount is not subject to percentage in lieu of receiving benefits or percentage in lieu of vacation pay as provided for under Article 19.2) shall be paid by the Corporation to all Unifor Local 302 bargaining unit members who are employed with the Corporation, and actively at work with the Corporation on July 1, 2020. 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 Collective Agreement and in any event is no later than June 30, 2022.

July 16, 2019 at approximately 5:50 p.m.

AGREED TO ITEMS JULY 16, 2019

1. Amend Article 4 as follows:

...

A list of employees, **their phone numbers** and their addresses for and on whose behalf such deductions have been made shall also be forwarded.

2. Amend Article 14.01 as follows:

Employees shall not be required to work more than five (5) days consecutively except in the Engineering Section where it shall be not more than seven (7) days consecutively. For Full-time employees the Employer will provide the employees one weekend off (Saturday and Sunday) in every two (2) weeks. It is understood that a day is defined as that on which the majority of hours is worked **except when an employee in the RPN classification is working a night shift on a Friday, in such cases they will be considered to have worked on the Friday.**

3. Delete Article 14.10 (e)

4. Amend Article 14.1 (g)

The Employer will provide part –time employees one (1) weekend off (Saturday and Sunday) in every two (2) weeks, unless otherwise mutually agreed between the employee and employer. It is understood that a day is defined as that on which the majority of hours is worked **except when an employee in the RPN classification is working a night shift on a Friday, in such cases they will be considered to have worked on the Friday.**

5. Include language in the collective agreement that the Union Chairperson or designate will be provided with all job and line postings.

6. Amend Article 21.1(a) as follows:

...

The Employer shall notify the ~~Union monthly~~ **Union Chairperson or designate on a weekly basis** of all appointments involving current Union members making application for posted vacancies within the scope of the respective Bargaining Unit. **Such weekly notice will also be posted in the workplace.**

July 16, 2019 at approximately 5:50 p.m.

7. Change Schedule "A" to reflect PSW with the HCA classification

Corporation is agreeable to amending the classification of HCA in schedule A to reflect "Personal Service Worker/ Health Care Aide" with the understanding and acknowledgment of the parties that this amendment to the classification title is not a representation that those employees within the HCA classification who are not certified as a PSW have been deemed by the Corporation to be qualified/certified as a PSW.

Parties agree to replace Health Care Aide in the collective agreement with Personal Service Worker/Health Care Aide

8. Amend Article 12.3 as follows:

...

Where two or more employees commence work for the Employer on the same day, the precedence in position on the seniority list will be determined by lottery. The Union Chairperson or designate and all affected employees must be present for the lottery, numbers will be drawn and sub-seniority dates established. The affected employees will sign a letter acknowledging their sub-seniority date.

9. Article 19.1(h) – housekeeping

Permanent active employees and new permanent employees upon completion of probationary period will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid 60% of gross pay **or the weekly EI maximum, whichever is greater**, at the time of disability. Benefits will commence following a 44 **seven (7) day waiting period** (~~effective June 29, 2019, seven (7) day waiting period~~) or upon exhaustion of sick credits whichever is later and shall be paid for a maximum of 26 weeks. The Corporation will pay 100% of the premium and sick payment which will constitute the Employers *obligation* respecting the 5/12 portion of the UIC premium reduction rebate owing to employees. Effective June 1, 2002 Short Term Disability benefit will increase to 66 2/3% of gross pay at the time of disability.

10. Letters of Understanding – renew the following and add a single page for sign off of the letters of understanding:

- Format of Collective Agreement
- Education Leave
- Resident Abuse
- Women's Advocate
- Outbreaks in the Workplace
- Diversity and Inclusion

July 16, 2019 at approximately 5:50 p.m.

11. LOU re: Regular Part time and Casual Part Time

- delete paragraph #4 (housekeeping)

12. Renew LOU Call-in Guidelines and the parties agree that the current Pilot Project regarding text messaging for call-ins will continue using the same parameters and may be applied to all classifications within the bargaining unit. The parties acknowledge that if the Pilot is successful, they are agreeable to entering into an agreement.

13. Amend LOU Temporary Full Time Hours as follows:

Notwithstanding the criteria of Article 22 of the Collective Agreement, opportunities for temporary full-time hours during the summer months (mid June to mid September) will be made available for the following Nursing positions: ~~4~~ **15** HCAs (**PSWs**), ~~4~~ **6** RPNs, 2 Dietary Aides, 2 Housekeeping Aides, 2 Laundry Aides and 1 Cook.

These vacancies will be filled by using the rotating seniority list as outlined in Article 22. These opportunities will be made available to cover full-time staff while they are on vacation over the summer months.

Successful incumbents will only be eligible for one week (5 days) of vacation during the summer months in which they are working in the temporary full time position.

~~This letter of understanding will apply for the duration of the Collective Agreement between the parties commencing July 1, 2004.~~

July 16, 2019 at approximately 5:50 p.m.

Housekeeping

- Update titles within the collective agreement and delete past effective dates
- Change pronouns from s/he, him/her to they/their
- Add index page

Signed this 16 day of July, 2019

For Unifor:

Mary Rymal
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Corporation:

[Signature]
[Signature]
Kimberly A. Bennett
[Signature]
[Signature]
[Signature]

Submitted by the Corporation July 17, 2019 at approximately 4 p.m.

AGREED TO ITEMS - July 17, 2019

1. Delete Article 21.01 (b) and (c) and replace with the following:

Where vacancies are posted for positions within the Full-time and Part-time units, consideration will be given to applications from both Full-time and Part-time employees to fill such vacancies. The seniority of applicants will be observed for such purposes provided the senior applicant possesses the necessary qualifications and ability to perform the work available. If there is no successful applicant within the bargaining units, the Home may consider persons outside the bargaining units.

Amend any other provisions of the collective agreement to give effect to the above agreement

2. LOU re: Emergency Call-in List – amend numbers as set out in proposal

Amend as follows:

- Amend paragraph 2 as follows:

The following classifications will be limited to the specified numbers of workers to be placed on the list:

Housekeeping	3-7 workers
Laundry	2-5 workers
Activities	1-3 workers
Cooks	2 workers
Dietary Aide	4-7 workers
Kitchen Help	4-5 workers
Personal Support Worker/Health Care Aide	4-7 workers
Maintenance	2 workers

Submitted by the Corporation July 17, 2019 at approximately 4 p.m.

- Amend paragraph 3 as follows:

A part time worker may be placed on ~~one list only~~ no more than 2 (two) lists, and cannot be placed on the list for her/his own classification.

For Unifor:

Mary Rymal
Jude
Dani Lub
~~[Signature]~~
~~[Signature]~~
Revered

For the Corporation:

Kimberly A. Lovett
James Brown
Heather
~~[Signature]~~

AGREED TO ITEMS - September 10, 2019

1. New LOU

New LOU to provide as follows:

Notwithstanding Article 23.0 and Article 23.1, the parties agree that for the term of this Collective Agreement, for those employees who are required to wear uniforms, these employees shall be provided with a uniform allowance commencing in 2020 as follows:

- Two hundred dollars (\$200) per year for full time employees actively at work who are required to wear a uniform, to be paid in two installments of one hundred dollars (\$100) in May and November each year;
- Ten cents (\$0.10/hour) for part time employees who are required to wear a uniform paid biweekly.

The parties agree that the payment of the uniform allowance for full time employees shall be prorated based on completed months of service. For clarity, employees who are on an *Employment Standards Act* leave are considered to be actively at work.

2. New provision

Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (1/2) shift, the employee shall receive an allowance of ten (\$10.00) for each shift from the time of assignment. In any event, an RPN will not be temporarily assigned to carry out such additional responsibilities on the night shift.

3. Benefits for employees over age 65

Parties agree that all provisions of Article 19 will apply to employees age 65 and over including any age limitations as specified including Long Term Disability coverage under Article 19.1 (h) and under Article 19.1 (c) group life insurance plan.

4. NEW LOU – Summer Students - PSW

WHEREAS the Corporation may offer temporary full time hours for up to 15 Personal Support/Health Care Aides positions in accordance with letter of Understanding re: Temporary Full Time Hours;

AND WHEREAS the Union has agreed that the Corporation may seek individuals outside the bargaining unit to temporarily work as PSW/HCA from May 1 to mid-September;

NOW THEREFORE the parties agree as follows:

1. The Corporation may seek to employ individuals outside of the bargaining unit to work either full time temporary hours (in accordance with paragraph 3) or part time casual temporary hours in the HCA classification up to a maximum of 15 positions.
2. The parties agree that individuals employed in accordance with paragraph 1 above shall be hired as casual part time employees but for a fixed term starting no earlier than May 1 and ending no later than mid-September.
3. The parties agree that individuals who are hired in accordance with paragraph 2 above may be assigned to temporary full time hours for PSW/HCA as outlined in the LOU re: Temporary Full time Hours.
4. The parties agree that individuals hired under the terms of this Letter of Understanding will be considered as casual part time employees under the Collective Agreement. With the exception that Article 21 and Article 12.9 will not apply to individuals hired in accordance with paragraph 2.
5. The Corporation shall meet with the Union the first week of March of each year to discuss the number of Full-time and Part-time PSW/HCA to be off on vacation for the applicable vacation period. After the discussion, the Corporation will determine the number of Full-time and Part-time PSW/HCA to be off on vacation for the applicable vacation period and advise the Union.

5. Article 19.1(h)

Parties agree to update the wording of Article 19.1(h) as follows:






- (h) Permanent active employees and new permanent employees upon completion of probationary period will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid 60% of gross pay at the time of disability. Benefits will commence following a ~~14 day waiting period~~ (effective June 29, 2019, seven (7) day waiting period) or upon exhaustion of sick credits whichever is later and shall be paid for a maximum of 26






weeks. The Corporation will pay 100% of the premium and sick payment which will constitute the Employers obligation respecting the 5/12 portion of the UIC premium reduction rebate owing to employees. Effective June 1, 2002 Short Term Disability benefit will increase to 66 2/3% of gross pay at the time of disability.

6. Article 18.8 (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 the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. **This benefit will be calculated as the difference between (i) seventy five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other 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 Employment Insurance waiting period and upon receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of EI Parental Leave benefits, and shall continue while the employee is in receipt of such benefits **to a maximum of 35 weeks.**

The Parties agree to review Article 18 in light of the current *Employment Standards Act* and make any housekeeping amendments as mutually agreed to.

For Unifor:






For the Corporation:






Submitted by the Corporation September 11, 2019 at approximately at 5'PM

Richard
Alake

Kimberly A. Burt