MEMORANDUM OF AGREEMENT

The parties negotiating committees agree to recommend unanimously the following to their respective principals as complete settlement of all issues with respect to the renewal of their collective agreement which expired on December 31, 2005.

1. All changes are effective upon ratification unless otherwise indicated express.
2. The term of the new agreement shall be three years: January 1, 2006 to December 31, 2008.
3. All provision of the expired agreement shall be renewed without change except as set out in Appendix "A" or "B" to this Memorandum.
4. Except as contained in Appendix "A" or "B" in this Memorandum, all proposals are withdrawn.

Signed this 25th day of May, 2007 at London, Ontario.

For the Union:  
For the Employer:

[Signatures]

DEARNESS HOME  
(THE CORPORATION OF THE CITY OF LONDON)  
(The Employer)

AND

SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 1.ON  
(The Union)
Submitted by the Corporation February 28, 2006

CORPORATION'S SUBMISSION February 28, 2006

STATUS QUO

ARTICLE 1 - GENERAL PURPOSE

AGREED 1.1 The Employer recognizes the Union as the exclusive Bargaining Agent for all the Employer's full time Office Worker employees who are employed at the Dearness Home (hereinafter called "the Home") as covered by the Department of Labour certificate issued the 10th day of April, 1970, save and except the Part-time Office and Clerical employees who are regularly employed for not more than 24 hours per week, students employed during the school vacation period in office or clerical capacities, Supervisors, persons above the rank of Supervisors (Forepersons), Management Administrative Assistants, Payroll Staff, those employees who are employed at the Home and who are represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA) Local 302. Students employed during the summer months, and casual help working not more than 24 hours per week.

AGREED PART TIME EMPLOYEES ONLY

1.2 The Employer recognizes the Union as the exclusive Bargaining Agent for all the Employer's Office and Clerical employees who are employed at the Dearness Home (hereinafter called the "Home") who are regularly employed for not more than 24 hours per week and students employed during the school vacation period in office or clerical capacities, save and except all Full Time Office and Clerical Workers of the Home, students employed during the school vacation period in office or clerical capacities, Supervisors, persons above the rank of Supervisors (Forepersons), Management Administrative Assistants, Payroll Staff, those employees who are employed at the Home and who are represented by the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA) Local 302.

AGREED ARTICLE 2 - CLIENTS OF THE HOME

2.1 This Agreement shall not apply to clients or residents of the Home who perform such services as therapy, provided, however, that this provision shall not interfere with the working conditions or the jobs of the employees covered by this Agreement, and the use of clients or residents as outlined above shall not be used to reduce the number of staff.

AGREED ARTICLE 3 - CONFLICTING AGREEMENTS AND DISCRIMINATION

AGREED 3.1 (a) The Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.

AGREED (b) Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.

AGREED 3.2 (a) Each of the Parties hereto agree that every person has a right to equal treatment with respect to terms of employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, or disability.
AGREED  (b) Every person who is an employee has the right to freedom from harassment in the workplace by the employer or agent of the employer, or by another employee, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability.

AGREED  

3.3 The Union agrees that it will not interfere with, restrain or coerce the Employer in the performance of its management responsibilities.

STATUS QUO  

3.4 No work which is normally and customarily performed by members of this Bargaining Unit shall be contracted out or contracted in if, as a result, any such member would be laid off, or have his/her regularly scheduled hours of work or hourly rate of pay reduced.

AGREED  

3.5 (a) The Corporation will notify the Union in advance of the introduction of any technological change which the Corporation has decided to introduce where such technological change would affect the employment status of employees who have acquired seniority.

AGREED  

(b) The parties will discuss such changes in employment status and will consider if practical ways and means exist to minimize any impact on affected employees.

AGREED  

(c) Where such practical ways and means cannot be developed, the employees affected will be subject to layoff in accordance with the terms of this agreement.

AGREED  

3.6 Where, as the result of reorganization, technological change or other operational change, new or greater skills are required than previously required, the Parties recognize the mutual responsibility both of affected employees and the employer to ensure that skills upgrading is undertaken. To the extent practical in consideration of operating efficiencies, the employer will provide employees with opportunities to develop such skills within a reasonable time frame. The employer will make reasonable efforts to develop a skills upgrading plan which may include external courses of instruction on the employee's own time.

CORPORATION PROPOSAL  

3.7 Staff Planning Consultation Committee

(a) With respect to the development of any operating or restructuring plan which is likely to affect any of the bargaining units, the Union shall be involved in the planning process from the early phases through to the final phases of the process. Such involvement will be through the means of a Staff Planning Consultation Committee, to be comprised of equal numbers of representatives from the Home and the Union. The number of representatives shall consist of at least 2 from each Party, to a maximum of 4 from each Party. The Home shall make typing and other clerical assistance available as required. Each Party shall appoint a co-chair for the Committee, who shall alternate as meeting chairs.

(b) Once every three months or as otherwise agreed upon between the Parties, and whenever possible with 2 weeks advanced notice, a meeting of the Committee will be convened for the purposes of discussing the impact of such changes on the employment status of employees. Further, the participants will consider if practical ways and means exist to minimize any impact to affected employees, including:
Submitted by the Corporation February 28, 2006

i) Identifying and proposing possible alternatives to any action that the Home may propose taking;

ii) Identifying and seeking ways to address the retaining needs of employees;

iii) Identifying vacant positions within the Home for which the surplus members of the bargaining units might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12)-month period.

Where such practical ways and means cannot be developed, the employees affected will be subject to layoff in accordance with the terms of the Collective Agreement.

Meetings shall be held during normal office hours. Representatives attending such meetings during regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Meetings shall operate by consensus. The Committee may submit recommendations to the General Manager of Community Services who will forward these recommendations. Nothing in the aforementioned shall preclude the Union from seeking delegate status to Standing Committees of Council.

To allow the meetings to proceed with the mandate, the Home shall provide participants with such pertinent and reasonable financial, staffing and available reorganization plans which directly affect the bargaining units, as long as such provision is not contrary to applicable law.

Any agreement between the Home and the Union resulting from the above review will take precedence over the provisions of the respective agreements.

CORPORATION-Management Committee

PROPOSAL

This Committee shall consist of one (1) Union representative from the Full Time employees bargaining unit, one (1) Union representative from the Part Time employees bargaining unit, and two (2) Management representatives. The purpose of the Committee is to improve relations between the Corporation and its employees from the Bargaining Units by making recommendations which will create a better working environment and improve services and by making recommendations on conditions which may cause grievances and misunderstandings.

AGREED

ARTICLE 4 - COLLECTION OF UNION DUES, OR UNION SECURITY

AGREED 4.1 The Employer agrees during the lifetime of this Agreement to deduct, as a condition of employment, monthly from employees in the Bargaining Unit, subject to the provisions of subsection 4.3 herein, an amount equivalent to such monthly dues as are uniformly levied on all members of Local 1, on S.E.I.U., from time to time as certified by the Secretary-Treasurer by affidavit. Such deduction shall be made from the first pay of each month and the Employer shall endeavour to remit same to the Union office not later than the twenty-fifth day of the same month but such remittance shall, in any event, be remitted by the last day of the month.

AGREED 4.2 The Employer shall, when remitting such amount, provide the Union with the addresses of new employees on the first deduction along with a list of all
employees from whom deductions have been made, stating the amount and reason for any change from the preceding month.

AGREED 4.3 Such deductions, with respect to new employees shall be made from the first regular deduction date following four weeks service (160 hours for Part-time employees).

AGREED 4.4 The Employer agrees that a Union Representative shall be given the opportunity of interviewing each new employee once upon completion of the period identified in 4.3 for the purpose of informing such employee of the existence of the Union in the Home and of ascertaining if the employee desires to become a member.

AGREED ARTIICLE 5 - NO STRIKES OR LOCKOUTS

AGREED 5.1 The Parties acknowledge that the Home is a hospital within the meaning of the Hospital Labour Disputes Arbitration Act and they further agree that there shall be no strikes or lockouts as those expressions are defined in the Labour Relations Act, 1995.

AGREED ARTICLE 6 - RESERVATION OF EMPLOYER'S FUNCTIONS

AGREED 6.1 The Union acknowledges that it is the exclusive function of the Employer to:

AGREED (a) Order, discipline, and efficiently govern the conduct of employees, establish and enforce rules and regulations necessary therefore.

The Employer undertakes to give notice, wherever reasonable of its intention to exercise its rights hereunder in a manner which will affect the working conditions of the employees.

AGREED (b) Hire, discharge, transfer, lay off, promote, demote, classify or discipline employees, provided that a claim of discriminatory transfer, lay off, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided.

AGREED 6.2 The Employer reserves the right in all matters of scheduling to maintain adequate service levels, and it is recognized that provisions in the respective Agreement relating to scheduling matters will be administered accordingly.

AGREED ARTICLE 7 - REPRESENTATION

AGREED 7.1 The Union acknowledges and agrees that the stewards and Union Committee members have regular duties to perform in connection with their employment and all activities will be carried on outside regular working hours, unless otherwise mutually agreed. The Union agrees that there will be no interference with any employment by reason of activities of the stewards or Union Committee members.

STATUS QUO FULL TIME EMPLOYEES ONLY

7.2 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than 2 members for negotiation purposes and one member for grievance procedure purposes, and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time, during
the continuance of the Agreement, including the negotiations for or renewal of any Agreement.

STATUS QUO (b) The above two members of the Union Committee will be paid for attendance at negotiation meetings with Corporation managers to a maximum of eight hours per day per Union Committee member scheduled to work on the day of the meeting, for all negotiation days up to and including the date of conciliation. It is specifically noted that in no circumstances will the payment for such negotiation attendance result in an overtime premium being paid during the work week, and that attendance at negotiations is considered to constitute the employee's shift for that day.

AGREED (c) At any meeting held to discuss a grievance the Union shall be entitled to representation consisting of a Union Committee member and the grievor concerned.

STATUS QUO PART TIME EMPLOYEES ONLY
7.3 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee, who shall also act as Shop Stewards, composed of not more than two (2) members, and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time, during the continuance of the Agreement, including the negotiations for or the renewal of any Agreement.

The above two members of the Union Committee will be paid for attendance at negotiation meetings with Corporation managers to a maximum of eight hours per day, per negotiations, per Union Committee member, for all negotiation days up to and including the date of conciliation. It is specifically noted that in no circumstance will the payment for such negotiation attendance result in an overtime premium being paid during the work week, and that attendance at negotiations is considered to constitute the employee's shift for that day.

AGREED (c) At any meeting held to discuss a grievance the Union shall be entitled to representation consisting of a Union Committee member and the grievor concerned.

STATUS QUO FULL TIME AND PART TIME EMPLOYEES
7.4 The Union agrees to supply the Employer with the names of the stewards for the departments concerned, as applicable, and with the names of the Union Committee members and will keep such list up to date at all times.

STATUS QUO 7.5 It is agreed that a Union Representative of Local 1.on and/or the International Representative of the area may be present with the Committee at the request of either the Union or the Employer.

STATUS QUO 7.6 Joint Health and Safety Committee

STATUS QUO (a) The Union and the Employer agree to an Accident Prevention-Health and Safety Committee for the purpose of preventing accidents, injury and illness in the Home.

STATUS QUO (b) Recognizing its responsibilities under the applicable legislation, the Home agrees to accept as members of its Accident Prevention-Health and Safety Committee of at least one representative from each bargaining unit, selected or appointed from the Union from amongst bargaining unit employees.
STATUS QUO [c] Such Committee shall identify potential danger and hazards, recommend actions to be taken to improve conditions related to safety and, within its mandate and the authority of its members, institute means of improving health and safety programs.

STATUS QUO [d] The Home agrees to cooperate in providing information reasonably related to the Committee's activities and necessary to enable the Committee to fulfill its functions.

STATUS QUO [e] Meetings shall be held every second month or more frequently at the call of the co-chairs if required. The Committee shall maintain minutes of all meetings and make same available for review.

STATUS QUO [f] Any Representative appointed or selected in accordance with (b) hereof, shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representatives to attend meetings of Accident Prevention-Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regular scheduled working hours shall not lose regular earnings as a result of such attendance. Attendance on the part of employees not regularly scheduled for work shall be compensated at straight time, and in any event such attendance shall not cause the paying of overtime premium.

STATUS QUO [g] The Union agrees to endeavour to obtain the full cooperation of the membership in the observation of all safety rules and practices.

STATUS QUO ARTICLE 8 - GRIEVANCE PROCEDURE

AGREED 8.1 (a) No grievance shall be considered:

(i) Which usurps the function of the Management outside the scope of this Agreement,

(ii) Where the circumstances giving rise to it occurred or originated more than five (5) working days for Full-time Units or seven (7) calendar days for Part-time Units, before the filing of the grievance.

CORPORATION (b) Grievances properly arising under the Agreement shall be resolved as set out in this Article.

PROPOSAL Complaint Resolution Step

CORPORATION 8.2 It is the mutual desire of the Parties here to that complaints of the employees shall be resolved as quickly as possible and it is understood that an employee has no formal grievance until she has first given to the Immediate Management Supervisor concerned an opportunity of resolving the complaint. When an employee has a complaint, she (who may request the assistance and attendance of a Committee member) shall discuss it with the Immediate Management Supervisor. The Immediate Management Supervisor shall give a decision to the employee concerning her complaint within 24 hours, and failing settlement, a grievance shall be dealt with in the following manner and sequence, provided it is
CORPORATION

STEP NO. 1
PROPOSAL

Within 3 working days for Full-time Units and 5 calendar days for Part-time Units, after the decision is given by the Immediate Management Supervisor, the grievance may be submitted in writing by the employee, who may request the assistance and attendance of a Union Committee member, to the Home Administrator or designate. It is understood that the Home Administrator or designate may have such counsel and assistance as she may desire, and that any two Union Representatives of Local 1, or and/or the International Representative of the Union may also be present at the request of either the Employer or the Union. The Home Administrator or designate shall deliver her decision in writing to the employee within 5 working days for Full-time Units or 7 calendar days for Part-time Units, after receiving the written grievance.

Failing settlement:

STEP NO. 2

Within eight (8) working days for Full-time or 12 calendar days for Part-time Units, after the decision is given in Step No. 1, the employee, who may request the assistance of the Union Committee, may forward the grievance in writing to the Director of Human Resources or designate. A meeting between the aggrieved employee and the Union Committee member, and the Director of Human Resources or designate shall be held within eight (8) working days for Full-time or 12 calendar days for Part-time Units, following submission of the grievance, or as may be extended by mutual agreement of the Parties. It is understood that the Director of Human Resources or designate may have such counsel and assistance as she may desire, or may elect to be represented by a designate, and that any two of the Union Representative of Local 1, or and/or the International Representative of the Union may also be present at the request of the Director of Human Resources or designate, or the Union. The decision of the Director of Human Resources or designate shall be given in writing within eight (8) working days for Full-time Units or twelve (12) calendar days for Part-time Units following the meeting.

STEP NO. 3

Failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either Party. If no written request for Arbitration is received within ten (10) working days for Full-time or (14) calendar days for Part-time Units, after the decision under Step No. 2 is given, it shall be deemed to have been settled.

STATUS QUO

(a) Should any grievance not be submitted within the various time limits specified under the Grievance Procedure, the Employer will not be obliged to consider it, provided that any of the time limits in Articles 8, 9 and 10 may be extended by mutual agreement of the Parties.

(b) All agreements reached under the Grievance Procedure between the representatives of the Union and the representatives of the Home, will be final and binding upon the Home, the Union and the employees.
STATUS QUO (c) Any time limits referred to in the Complaint Resolution Step, Grievance Procedure or Arbitration or any sub-section thereof within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturday, Sunday, Paid Holidays (as declared) and, in the case of Full-time units, an aggrieved employee's day off.

STATUS QUO (d) Where differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement, which may be considered as policy matters, the differences between the Parties shall be reduced to writing and entered into the Grievance Procedure in accordance with Article 11.

STATUS QUO (e) If the matter of the policy grievance is not satisfactorily settled, it is understood that it may be carried through the balance of the grievance procedure, including the steps of arbitration for final and binding settlement upon the Parties.

STATUS QUO (f) Should two (2) or more employees have complaints which are the same or similar, such complaints, if submitted as a grievance, may be processed as a group grievance providing the parties to this agreement agree on a group grievance process at Step No. 1.

AGREED

ARTICLE 9 - ARBITRATION

AGREED 9.1 (a) When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other Party of the grievance, and shall contain the name of the Party's nominee to the Board of Arbitration. The other Party to the Agreement shall, within ten (10) working days for Full-time or 14 calendar days for Part-time units thereafter, nominate its member to the Board of Arbitration, and the two so nominated shall endeavour, within ten (10) days for Full-time or fourteen (14) calendar days for Part-time, after their appointment, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the Parties are unable to agree upon a third person within ten (10) days for Full-time, or fourteen (14) calendar days for Part-time, units after their appointment, then a third person shall be appointed by the Minister of Labour for the Province of Ontario.

AGREED (b) The said two Nominees first appointed shall be at liberty, prior to the expiration of ten (10) days for Full-time or fourteen (14) calendar days for Part-time units from the date of the appointment of the latter of them, or prior to the appointment of the Chairperson within the said period of ten (10) days for Full-time or fourteen (14) calendar days for Part-time, to discuss the grievance submitted to Arbitration with a view to the mutual settlement of the grievance so submitted by the Parties.

AGREED (c) No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure within the time limit in the manner provided.

AGREED (d) No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.

AGREED (e) Each of the Parties shall pay the expense of their own nominee and one-half the fees of the Chairperson.
AGREED (f) The Board of Arbitration shall have no power to alter or change any of the provisions of this Agreement, or to substitute any new provision for existing provisions, nor to deal with any matter not covered by this Agreement.

AGREED (g) The decision of any Board of Arbitration shall be consistent with the terms and provisions of this Agreement.

AGREED (h) Proceedings before the Board of Arbitration shall be expedited by the Parties hereto. The decision of the Board of Arbitration shall be final and binding on both Parties to this Agreement.

AGREED (i) Any grievance involving the interpretation or application of this Agreement, which has been disposed of by the Arbitration process, shall not be made the subject of another grievance.

AGREED (j) Nothing in this Agreement shall prevent the Parties to this Agreement from agreeing on a single Arbitrator to hear and decide any matter which may be referred to Arbitration. If the Parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the Parties.

AGREED (k) At any stage of the complaint or Grievance Procedure, including Arbitration, the Parties may have the assistance of the employee or the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring Parties of the Board of Arbitration to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance at a reasonable time, and so as not to interfere with the function of the Home.

AGREED 10.1 (a) A claim by a permanent employee that he or she has been unjustly discharged shall be treated as a special grievance, if a written statement of such special grievance is lodged by the employee within seven (7) calendar days, excluding scheduled vacation days for the employee, of the date of the notice of discharge.

AGREED (b) Such special grievance, to be considered, must be presented to the Administrator of the Home or his designated representative by a member of the Union Committee. A special meeting between the Union Committee, General Manager of Community Services (or designate) and the City Director of Human Resources (or Human Resources designate) will be held within five (5) working days for Full-time or seven (7) calendar days for Part-time units of receipt of such special grievance. Failing settlement of such special grievance under the foregoing procedure, the grievance may be referred to Arbitration, for final and binding settlement upon the Parties.

AGREED 10.2 The Board of Arbitration or the single Arbitrator, as the case may be, may deal with such special grievance by:

AGREED (a) confirming the Employer's action in dismissing the employee,

AGREED (b) re-instating the employee with or without compensation for time lost; or

AGREED (c) in any other manner as is deemed just or equitable in the opinion of the Board or the Arbitrator.
ARTICLE 11 - POLICY GRIEVANCES

11.1 Either the Union or the Employer may initiate a policy grievance. A policy grievance shall be in writing. A policy grievance of the Employer shall be delivered to the Chairman of the Union or to a Union Representative or International Representative of the Union. A Policy Grievance of the Union shall be commenced at Step 2 of the Grievance Procedure. Any policy grievance shall be filed within five (5) working days for Full-time and seven (7) calendar days for Part-time units, of the incident giving rise to the grievance. If any such grievance is not settled within fifteen (15) working days for Full-time and twenty-one (21) calendar days for Part-Time units of its delivery pursuant to this paragraph, the matter may be referred to Arbitration under Article 9.

11.2 Policy Grievance defined as:

A grievance which alleges an actual violation of a specific provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance. Such grievance to be submitted at Step 2 of the grievance procedure.

ARTICLE 12 - SENIORITY

FULL TIME EMPLOYEES ONLY

12.1 Seniority is defined as length of continuous service and will be acquired when an employee has completed 45 calendar days continuous service. Such seniority will date from the first day that an employee actually commenced work for the Employer, and will accumulate thereafter.

The probationary period of 45 days may be extended for forty-five (45) days on mutual agreement of the Home Administrator and the Union.

12.2 In cases of promotion to a higher classification, he/she shall be subject to a trial period in the new position of 30 working days. If, during this period of 30 working days, the employee wishes to return to her former position, or, fails to satisfactorily complete the trial period, or, is unable to perform the work, she shall, subject to the right of grievance by either party, be returned to her previous position and salary rate. Similarly, any other employee who has subsequently promoted or transferred as a result of the original promotion will return to her previous position and salary.

PART TIME EMPLOYEES ONLY

12.3 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 employees will be regarded as probationary employees until they have acquired 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 220 hours worked in extenuating circumstances as determined by the Home Administrator.
STATUS QUO

12.4 (a) When a Part-time employee is transferred to another classification in the Bargaining Unit, she shall be subject to a trial period in her new duties of two hundred and forty (240) working hours. She shall receive the starting rate in the new classification for this trial period of two hundred and forty (240) working hours, at the end of which time, if she continues in the new duties, she shall move to the nine hundred and sixty (960) hour rate for this classification and then to the nineteen hundred and twenty (1920) hour rate after completing nine hundred and sixty (960) hours service at the nine hundred and sixty (960) hour rate. If such employee wishes to return to her former position, she may do so by making a written request to the Home Administrator during the two hundred and forty (240) working hours trial period. In addition, if the employee fails to satisfactorily complete the trial period, or, is unable to perform the work, she shall, subject to right of grievance by either party, be returned to her previous position and wage rate. Similarly, any other employee who was subsequently promoted or transferred as a result of the original promotion will return to the previous position and salary rate.

AGREED

(b) Where a Full-time employee transfers to the Part-time Unit, the trial period, and wage progression, applies only if the employee changes classification. If the employee does not change classifications, wage progression applies only if the employee, at the time of transfer, has not obtained (4,550) hours, calculated by multiplying the number of completed months service in the Full-time unit by 173, and adding to that number of hours actually worked in any remaining period of service.

AGREED

FULL TIME AND PART TIME EMPLOYEES

12.5 Seniority shall govern in all cases of promotion, demotion, transfer to a higher paid job or to a job with equal pay. The more senior employee must be qualified to do the job involved efficiently and in the case of demotion she must be capable of performing the duties of the job to which she is demoted efficiently. For purposes of promotion and vacation scheduling only and in circumstances involving a former part-time employee who has the identical length of service as an employee who has been a full-time employee for all service with the Employer, the full-time employee will be deemed to have greater seniority.

AGREED

Seniority rights during a temporary assignment for an employee who accepts a temporary assignment in a Bargaining Unit (temporary) at the Dearmess Home other than the Bargaining Unit in which the employee currently has seniority (permanent), will continue to accumulate seniority in the permanent Bargaining Unit during the temporary assignment. Seniority in the permanent Bargaining Unit will be applicable in the temporary Bargaining Unit for all purposes except for job posting, and except where otherwise noted such employees will be governed by the terms of the Collective Agreement of the temporary Bargaining Unit during the temporary assignment.

For the purposes of job posting and layoff, seniority shall be calculated and applied on the basis of seniority earned in the full time and/or the part time office groups.

AGREED

12.6 Layoff and Recall
AGREED (a) There shall be at least 6 months notice to the Union in the event of a proposed layoff of a permanent or long-term nature or in the event of a substantial bed cutback which affects or could affect the bargaining unit, unless the notice of reduced funding from the Ministry to the Home is given less than 6 months from the end of the fiscal year, in which case the number of months notice required shall be that number of months from the end of the fiscal year that the notice from the Ministry was received but in no case shall be less than 3 months.

AGREED (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with 2 weeks notice for each year of service to a maximum of 12 weeks, provided that the employee has more than 12 months service. Employees with less than 12 months service will be entitled to notice in accordance with the provisions of the Employment Standards Act, 2000. A copy of any notice of layoff to an employee will be provided to the Union at the same time, except that failure to provide copy to the Union will not negate the serving of notice of layoff.

AGREED (c) In the event of a layoff, the Home shall layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

AGREED (d) An employee who is subject to layoff shall have the right to either:

i) accept the lay-off; or

ii) displace an employee who has less bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with less seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

AGREED (e) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she possesses the qualifications and ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the recall process has been completed.
Submitted by the Corporation February 28, 2006

AGREED (f) In determining the qualifications and ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.

AGREED (g) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six months of being recalled.

AGREED (h) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.

AGREED (i) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed 10 working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

AGREED (j) No full-time employee shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

AGREED (k) In the event a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

STATUS QUO (l) In the event of layoff of a full-time employee, the Home shall pay its share of insured benefits premiums up to 3 months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever comes first.

AGREED 12.7 Seniority lists will be posted on the official Union Bulletin Board in the Home and a copy of the Seniority List will be supplied to the Union Office and the Chairman of the Union. The Seniority List will be posted and revised annually on or before January 31st of each year according to the records of the Home. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made within thirty (30) days from the first date of current posting.

AGREED 12.8 An employee shall lose all seniority and shall be deemed to have quit the employ of the Home after she:

AGREED (a) is discharged for cause and the discharge is not revoked through the grievance procedure;

AGREED (b) tenders her resignation in writing or quits the employ of the Employer;

AGREED (c) fails to report for work within 10 days after being notified by the Employer following a lay-off or fails to advise the Employer within 5 days (exclusive of Saturdays, Sundays, or paid holidays) of her intention to report for work, pursuant to notification by registered mail addressed to the last address on record with the Home. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for her proper address being on record with the Home.
AGREED (d) is absent from work without authorization for five or more regularly scheduled shifts unless such absence is proven to have been due to causes beyond the employee’s control. Any employee who is terminated in accordance with this provision will be advised by registered mail or equivalent and a copy of this notice will be sent to the Chairperson of the Bargaining Unit at the same time.

STATUS QUO (e) is laid off continuously for 24 months or longer.

STATUS QUO

ARTICLE 13 - JOB CLASSIFICATION AND RATES OF PAY

AGREED

13.1 Job classifications and rates of pay shall be as set out in Schedule “A” to this Agreement. To provide for calculation of an hourly rate the annual salary is divided by 2080 hours.

AGREED

13.2 When a new classification which is to be included in this Agreement is established by the Employer, the Employer shall provide the Union with a copy of the new Job Description and shall consult with the Union and subsequently determine a rate of pay. In the event that the Union disagrees with the rate so established, it may lodge a policy grievance and the provisions of Article 11 of this Collective Agreement shall apply.

FULL TIME EMPLOYEES ONLY

13.3 When an employee is promoted from one job classification to a higher job classification, she shall be paid the next higher rate in the new classification as provided in Schedule “A”. However, if the next higher salary rate does not result in at least a $500.00 increase, the employee’s salary shall be adjusted by the amount of $500.00. 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”.

AGREED

13.4 When an employee is the successful applicant for a position in a lower classification than her own, or, is demoted to a position in a classification lower than her own, or is bumped to a position in a lower classification, she shall be paid at the job rate of the lower classification, if she is at the job rate in her current position. If she is at an intermediary salary rate, she shall be placed at the salary rate closest to her own in her new classification.

AGREED

ARTICLE 14 - HOURS OF WORK

FULL TIME EMPLOYEES ONLY

CORPORATION 14.1 (a) The standard work week shall be 40 hours consisting of 5 eight hour work days between
PROPOSAL 8:00 7:00 a.m. and 5:00 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.

AGREED (b) All overtime worked in excess of the standard work week and/or 80 hours in the bi-weekly pay period shall be paid for at the rate of time and one-half, computed at the employee’s regular rate of pay. It is understood that all overtime must be authorized by the Supervisor or Head of the Section.
14.2 Employees called in at a time other than their regular shift shall be paid for at least three (3) hours of work at their overtime rate.

14.3 In the event an employee reports for work on a regularly scheduled shift and is sent home for lack of work, the employee will be guaranteed four (4) hours pay at her regular rate.

14.4 Any employee who is required to work overtime on a Paid Holiday shall be paid double time for her work in addition to the Paid Holiday pay, with the one exception referred to in Article 15.4.

14.5 The hours of work will be as scheduled by the Home. Where the work day consists of eight (8) hours, it shall be inclusive of one thirty (30) minute paid lunch period and two fifteen (15) minute paid rest periods during the shift. Where the daily hours of work are five (5) hours or less, they will be inclusive of one rest period of fifteen (15) minutes.

14.6 All overtime work, authorized by the Immediate Management Supervisor, in excess of an eight (8) hour day or a total of eighty (80) hours in a bi-weekly pay period shall be paid for at the rate of time and one-half, computed at the employee's regular rate of pay.

14.7 Any part-time employee covered by this Collective Agreement, who may be required from time to time to work in excess of forty-eight (48) hours in a bi-weekly pay period shall continue to be covered by this Collective Agreement.

14.8 There will be an equitable distribution of work opportunities among employees who are qualified and capable of performing the work available.

14.9 An employee scheduled to work a shift may request to exchange a shift with an equally qualified employee in the same classification provided there is no additional cost to the employer and the permission of the Manager or designate is obtained.

14.10 An employee who works a majority of hours on the afternoon or night shift will be paid a $0.60 shift premium for all hours worked on the shift.

14.11 Employees must request vacation or other absent time for the Christmas and New Year period no later than October 15th in each year. Vacation requests are granted according to seniority for full time and part time employees. In the event that an employee does not request a schedule by October 15th, he or she will forfeit the right of selection. The Employer will draw up and post the schedule for the 8 weeks ending with the week including the two consecutive days following New Years, no later than November 1st in each year.

14.12 Schedules of work shifts on a minimum four week turnabout basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration of the work period schedules.

14.13 All unused accumulated overtime in excess of 40 hours will be paid out at the calendar year end.
CORPORATION 14.14 When an employee relieves in a higher paid classification for three (3) hours or more, she shall be
paid the next higher classification for all hours worked in such higher classification. An employee who has been acting in the same higher classification for an extensive period will receive credit for all hours worked in that higher classification toward advancing through the salary progression for increased acting pay.

CORPORATION NOTICE THE CORPORATION PUTS THE UNION ON NOTICE THAT ALL FULL TIME AND PART TIME NOTICE EMPLOYEES MUST REMAIN AT THE WORKPLACE DURING THEIR LUNCH AND BREAK PERIODS.

AGREED

ARTICLE 15 - PAID HOLIDAYS

FULL TIME EMPLOYEES ONLY

CORPORATION 15.1 The following shall be considered as Paid and Civic Holidays:

FORMER EMPLOYEES ONLY

Full Time Employees Only

N15.1 The following shall be considered as Paid and Civic Holidays:

New Year's Day Labour Day
Good Friday Thanksgiving Day
Easter Monday Christmas Day
Victoria Day Boxing Day
Canada Day Lieu Day
Civic Holiday

and any other day declared by a competent authority to be a holiday within the meaning of the Employment Standards Act, 2000.

AGREED 15.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half-holiday, provided, however, the Christmas half-holiday and the New Year's half-holiday will be observed on the working day preceding the respective holiday except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half-holiday will be observed on the preceding Friday afternoon.

AGREED 15.3 All Paid Holidays will be observed by these employees on the day on which they fall or are observed except as otherwise noted herein or mutually agreed upon by the Parties.

AGREED 15.4 In place of pay for Holidays worked, employees may opt to accumulate up to five days per year to be taken by the employee at a time mutually agreed upon between the employee and the Employer. The accumulated time must be observed by December 1 of each year, and is subordinate to approved vacation leave.

AGREED 15.5 Subject to Article 15.4, employees who are required to work on any of the said Holidays shall be paid in accordance with Article 14.4.

AGREED 15.6 The one Lieu Day mentioned in Article 15.1 of this Article shall be afforded to the employee concerned by the employee's Manager at a mutually agreeable time within the current calendar year subject to the employee making a request for a day off as the Lieu Day, at least seven calendar days in advance of the day required. Approval of each individual request by the Manager is a requirement prior to being absent on the requested day.

PART TIME EMPLOYEES ONLY
Submitted by the Corporation February 28, 2006

AGREED 15.7  (a) Employees are entitled to receive pay on each of the under noted days, provided:

(i) the employee has worked on his or her scheduled day of work, both preceding and following the holiday unless employees show reasonable cause for failing to work;

(ii) the employee, having agreed to work on the public holiday, actually reports for, and performs, the required work for the full shift:

- New Year's Day
- Labour Day
- Good Friday
- Thanksgiving Day
- Easter Monday
- Remembrance Day
- Victoria Day
- Christmas Day
- Canada Day
- Civic Holiday
- Boxing Day (December 26)

and any other day declared by a competent authority to be a holiday within the meaning of the Employment Standards Act, 2000.

(ii) in addition to the above, an employee may elect to be paid, if qualified in accordance with (i), for one additional day to be known as a Lieu Day. The Lieu Day will be scheduled by mutual agreement between an employee and his or her immediate Management Supervisor.

(b) Employees required to work on a Paid Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday.

CORPORATION PROPOSAL

(c) The employee earned wages on at least eight days, or worked at least 64 hours, in the four week period preceding the holiday.

Effective June 15, 2004, an employee's holiday pay for the days noted in this Article shall be equal to the total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the holiday occurred, divided by 20.

AGREED  (d) All Paid Holidays will be observed by these employees on the day on which they fall, or are observed, except as otherwise noted herein or mutually agreed upon by the Parties.

AGREED  (e) In the event a Reception staff works a weekend where a Statutory Holiday falls on a Monday, Management will endeavour to schedule the same Reception staff on the Holiday Monday.

AGREED  

ARTICLE 16 - SICK LEAVE

STATUS QUO 16.1 Employees who are absent from work due to compensable injury shall, where such absences continue beyond 21 calendar days, advise the Employer of their health status, whether they would be able to assume alternate or modified duties, and a prognosis for their return to full duties, and shall provide similar advice at the conclusion of each subsequent 21 day period of continuing absence. In extenuating circumstances involving major and long-term disabilities the management may waive the requirement to provide written documentation. Employees shall make themselves available for any alternate or modified work which is within their abilities and which the Employer determines is available
16.2 The parties support fair and consistent practices for accommodating employees who have been ill or injured to enable their early and safe return to the essential duties of their pre-disability position within a reasonable time period.

16.3 Chiropractor’s certificates supporting an employee’s inability to attend work will be accepted by the Home management if recognized by competent authorities such as the Ontario Ministry of Health.

16.4 A $100.00 bonus will be paid to an employee who does not use any sick days in a calendar year.

16.5 In the event of conflict between any provision of this Article and the Sick Leave By-Law, the latter shall prevail.

(a) Each permanent employee with a seniority date prior to January 1, 1988 shall be eligible to a credit of one day sick leave credit for each month of service with the Corporation. Such credits shall be cumulative.

(b) Each permanent employee with a seniority date on or after January 1, 1988 shall earn one (1) day (8 hours) of sick leave credit for each complete month during which they worked all scheduled hours. Vacation, paid holidays, bereavement leave, time off in lieu or authorized Union business are considered hours worked. Such earned credits shall be cumulative. An absence or absences for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was one day (8 hours) or more.

When an employee is in receipt of Workplace Safety and Insurance Act, 1997 benefits from the Workplace Safety and Insurance Board, the Employer will make up the difference between the amount of compensation and the employee's regular pay to the extent of the employee's accumulated sick leave credits, if any.

16.7 If an employee is absent due to sickness -

(a) for 3 but less than 30 consecutive days, she shall be required to submit a certificate from her physician in order to be entitled to sick leave with pay, which certificate is also required to state that she is able to resume full normal duties on her return to work.

(b) for 30 or more than 30 consecutive days, she shall be required to submit a certificate from her physician certifying her inability to work and the nature of such sickness. An employee shall not be entitled to be paid sick leave in that month without furnishing such certificate and so on from month to month in the event the employee's sickness extends from one month to the next month.

16.8 Every employee, who is, at the time of her retirement, actively engaged in her duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:

(a) On the date of retirement, she may be granted a sick leave gratuity in cash equal to her salary, wages or other remuneration for one-half the number of days standing to her credit and in any event not in excess of the amount of one-
Submitted by the Corporation February 28, 2006

half year’s earnings at the rate received by her immediately prior to termination of employment; or

STATUS QUO (b) With the consent of the Home Administrator, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half the number of days standing to her credit and in any event, not in excess of one-half year (130 working days). Such leave shall be completed as of the date of normal retirement.

CORPORATION Employees with a seniority date on or after January 1, 1988 are not entitled to a sick leave gratuity as PROPOSAL provided in Article 16.8 (a) and (b).

STATUS QUO 16.9 Any employee who, on termination of her employment with the Corporation and, who has at least eight (8) years of service; or the Estate of an employee who dies while in the employ of the City, having at least eight (8) years service, shall be entitled to receive pay for the period equal to one-half the number of days standing to her credit and, in any event, not in excess of the amount of one-half year’s earnings at the rate received by her immediately prior to termination of employment.

CORPORATION Employees with a seniority date on or after January 1, 1988 are not entitled to a sick leave gratuity as PROPOSAL provided in Article 16.9.

STATUS QUO 16.10 If an employee has had 3 periods of sick leave with pay in a calendar year, the Employer may withhold payment of sick leave for any subsequent absences in that year, notwithstanding that the employee may have accumulated sick leave credits. It is the policy of the Employer and the Union to prevent abuse of sick leave and the withholding of any sick leave payment under this Article shall be in addition to and not in substitution for any other action the Employer may take in the event of an unauthorized absence of an employee. Nothing in this clause shall prevent an employee from filing a grievance if she is denied sick leave with pay or is disciplined or discharged for alleged unauthorized absence.

AGREED 16.11 When an employee will be unable to report for work because of illness, she will report such absence to her Manager or designate as soon as possible with the further advice as to the probable length of absence in the event it is anticipated to be more than one day.

PART TIME EMPLOYEES ONLY

STATUS QUO 16.12 (a) The employees covered by this Collective Agreement shall be paid thirteen per cent (13%) of their hourly rate for each hour worked, payable bi-weekly. In lieu of not receiving benefits payable to Full-time Service Employees, which benefits include - Sick Leave - O.H.I.P., Semi-Private Hospital Care - Extended Health Care - Dental Care - OMERS Pension - Life Insurance and any other benefits not specifically mentioned in this Collective Agreement but set out in the Collective Agreement for Full-time Service Employees.

STATUS QUO (b) Employees covered by this Collective Agreement shall receive vacation with pay as follows:

(b) Up to one year of service, one days vacation for each month of service with pay at the rate of 4% of their hourly rate of pay for all hours worked.
(ii) One year of service, three weeks vacation with pay at the rate of 6% of their hourly rate of pay for all hours worked.

(iii) Nine years of service, four weeks vacation with pay at the rate of 8% of their hourly rate of pay for all hours worked.

(iv) Seventeen years of service, five weeks vacation with pay at the rate of 10% of their hourly rate of pay for all hours worked.

(v) Twenty-five years of service, six weeks vacation with pay at the rate of 12% of their hourly rate of pay for all hours worked.

(vi) It is understood that the service year shall be as at March 31st, commencing March 31, 1986.

Effective May 25, 1992, employer contributions towards OMERS plans for employees who qualify for, and participate in the pension plan shall not be deducted from pay in lieu of benefits under 16.12.
Submitted by the Corporation February 28, 2006

STATUS QUO 17.10 Any employee who foregoes her vacation in the current vacation year, at the request of her supervisor, for good and sufficient reason, may receive such postponed vacation during the first six months of the next following year, but such postponement shall be reported by the Home Administrator to the Director of Human Resources for record purposes.

STATUS QUO 17.11 An employee, after 3 years continuous service may, upon request to the immediate Management Supervisor given on or before January 1 in any year, by specifying definitely her reason in writing for desiring accumulation of vacations, such reason to be satisfactory to the immediate Management Supervisor, forego one week's vacation each year, so that the employee may add to her credit a period not exceeding 6 weeks' vacation at one time. The Home Administrator shall report same to the Director of Human Resources for record purposes. Any employee failing to use accumulated holidays for the reason specified in her application shall forfeit her accumulated holidays.

STATUS QUO 17.12 Any employee voluntarily terminating her employment shall receive pay for the vacation period to her credit, at the time of the termination of her employment, in addition to her regular pay.

STATUS QUO 17.13 No vacation time shall be lost:

(a) As the result of an accident or illness covered by an award of the Workmen's Compensation Board; or

(b) As the result of an accident incurred in the performance of duty; or

(c) While the employee is absent on sick-leave due to illness if:

(i) The illness occurs before the employee goes off duty to commence her scheduled vacation,

(ii) The illness actually causes the employee's absence during the period immediately before the employee's scheduled vacation, and

(iii) A physician’s certificate for the period of absence from work before and during the scheduled vacation is submitted before the employee returns to work. In which case no vacation time shall be lost during the actual period of illness only. In all other cases, the scheduled vacation will be deemed to have been taken as scheduled, and no substitution of sick-leave for vacation shall be permitted.

PROPOSAL 17.14 Employees absent from the workplace, in receipt of Long Term Disability or Workplace Safety and Insurance Act, 1997 benefits, for greater than thirty (30) consecutive months will not continue to earn vacation credits until such time as they return to work for the Corporation.

AGREED ARTICLE 18 - COMPASSIONATE LEAVE AND LEAVE OF ABSENCE

STATUS QUO 18.1 The Employer may grant leave of absence without pay but continued benefits as applicable upon request by the employee for a period of up to 12 days, provided that such absence may be accommodated within the work schedule without additional cost. Employees will make requests for such absences at least 7 calendar days in advance, except in the case of legitimate personal emergencies. Such leave may be extended upon request by the employee at
the Employer's sole discretion. Employees who are absent resulting from such leave of absence shall not be considered to be laid off, and their seniority shall continue to accumulate during such absence.

**STATUS QUO 18.2 Bereavement Leave**

In the event of the death of an employee’s wife, husband, child, parent, grandchild, sister or brother, the employer, at the request of the employee, will arrange leave of absence with pay, such period not to exceed five (5) days.

In the event of the death of an employee’s mother-in-law, father-in-law, stepmother, stepfather, step-sister or step-brother, brother-in-law, sister-in-law, the Employer at the request of the employee, will arrange leave of absence with pay, such period not to exceed three (3) days concluding for Part-time employees on the day of the funeral and the employee shall be paid for at her regular rate of pay for her actual scheduled hours of work during this period.

In the event of the death of an employee’s grandmother or grandfather, the Employer at the request of the employee will arrange leave of absence with pay, such period not to exceed two (2) days concluding for Part-time employees on the day of the funeral where employee is attending funeral or assisting in the arrangements for the funeral. In the event of the death of an employee’s aunt or uncle, the employer, at the request of the employee will arrange leave of absence with pay, such period not to exceed one (1) day.

The Part-time employee will be paid at her regular rate of pay for her actual scheduled hours of work during this period. And such request will be in writing on forms supplied by the Employer, but because of the nature of the said leave, such forms may be filled in by the employee after returning to work.

All relationships listed in this article will be understood to include “step” relationships and relationships associated with an employee’s common law spouse or partner of the same sex.

**STATUS QUO 18.3 Union Education Leave**

The Employer shall grant leave of absence to employees to attend Union Conventions, Seminars, Educational Classes, or other Union business. In making application for leave of absence for Union business, it is understood that a leave of absence shall be for no longer than a one week period in one calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than two employees at one time and the total leave period in one year will not exceed 5 working days. The Union shall be responsible for the payment of wages during the time of absence. Upon receipt of an Invoice from the Employer, the Union shall reimburse the Employer for wage payments advanced to employees on Union leave.

**CORPORATION 18.4 (a) Pregnancy and Parental Leave**

(i) Pregnancy and parental leaves will be granted in accordance with Ontario’s Employment Standards Act, 2000.

(ii) Pregnancy leave shall be granted for up to seventeen (17) weeks in duration and may begin no earlier than seventeen (17) weeks before the expected birth date.

(iii) Parental leave ends thirty-five weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. shall be granted for up to eighteen weeks in duration and shall, in all cases be
STATUS QUO
(b) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. The employee shall give the Employer at least two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 18.12 Parental Leave.

(iv) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings, including applicable pay in lieu of benefits, vacation pay and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and receipt by the Employer of the employee's Employment insurance cheque stub as proof she is in receipt of Employment Insurance Pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

STATUS QUO 18.5 An employee who does not apply for leave of absence under Article 18.4(a)(ii) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with Article 18.4(a) upon providing the Employer before the expiry or two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her she, and giving the estimated medical day upon which, in his opinion, delivery will occur or the actual date of her delivery.

STATUS QUO 18.6 During the period of leave, the Employer shall continue to pay as applicable the Employer's portion of hospital, medical, dental, weekly indemnity, group life, pension and other benefits of this agreement, provided that the employee has maintained their share of the premium payments. In the case of part-time employees, the payment-in-lieu shall be accounted for separately under the supplemental Employment Insurance benefits.
STATUS QUO 18.7 An employee who intends to resume her employment on the expiration of the leave of absence shall advise the Employer when she requests the leave of absence. Upon her return to work following such leave an employee will be reinstated in her former job, classification, and at the rate of pay the employee would be earning if she had worked through the leave if at all practicable. Upon her return to work following such leave, an employee shall also be reinstated to the shift that she would have been worked in had she worked through the leave. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

STATUS QUO 18.8 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 18.4 (b) (iii).

STATUS QUO 18.9 Pregnancy leave is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

STATUS QUO 18.10 Credits for service for the purpose of salary increments, vacations or any other benefit under the Collective Agreement shall continue and seniority shall accumulate during the leave.

STATUS QUO 18.11 The leave of absence provided for under this Article shall be extended upon application in writing at least two (2) weeks prior to the expiry of the leave, to a total period of fifty-two (52) weeks following the date the leave commenced.

STATUS QUO 18.12 (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child, or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.

STATUS QUO (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship of some degree of permanence with the parent of a child and who intends to treat the child as his or her own.

STATUS QUO (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

AGREED (d) For the purposes of parental leave under Article 18.12 Parental Leave, the provision under 18.6, 18.7, 18.8, 18.9 and 17.9 shall also apply.

STATUS QUO (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
Submitted by the Corporation February 28, 2006

seventy-five percent (75%) of regular weekly earnings and the sum of her weekly Employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and 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 8 weeks.

STATUS QUO 18.13 Union Leave
An employee who is elected or appointed to office in the Union shall, upon request, be granted a leave of absence, with seniority rights unaffected for all purposes, for the employee's term of office, up to a maximum of two years. Only one employee from each bargaining unit may be on such leave at one time.

AGREED
All such leaves are without pay or provision of benefits including vacation entitlement by the Employer, except that and conditional upon reimbursement by the Union for wage and benefit premium costs incurred, employees on such leaves shall be continued in benefit plans other than Sick Leave, Short Term or Long Term Disability benefits, or OMERS Pension benefits, and paid through the Employer's payroll system. It is further understood that, for purposes of the Workplace Safety and Insurance Act, 1997, the Employer of record during such absences is the Union. The Union will provide a minimum of four week's advanced notification of the return of the employees from such leaves.

CORPORATION PROPOSAL 18.14 Education Leave
Employees may request leaves of absence for purposes of educational programs, to a maximum of two years. Such requests shall be in writing to the Home Administrator, stating the period of requested absence and program details, and be subject to the approval of the Administrator, such approval not to be unreasonably withheld. Such leaves shall be unpaid and without benefit continuation, however seniority will be frozen and retained during the approval absence. The approved leave of absence will continue only as long as the employee remains enrolled in the program.

CORPORATION PROPOSAL 18.15 General
Employees who are on leave of absence will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave of absence, he or she may forfeit all seniority rights and privileges contained in this Agreement.

CORPORATION PROPOSAL 18.16 Jury Duty
When an employee is required to serve as a juror in any Court of Law, or is required to attend as a witness in a court proceeding or is required by subpoena to attend as a witness, the employee will continue to accrue seniority and shall not lose regular pay because of such attendance, provided that the employee:

(a) notifies the Employer immediately on the employee's notification that she will be required to attend at court;

(b) presents proof of service requiring the employee's attendance; and remits to the employer the full amount of compensation
received, excluding mileage, traveling and meal allowance, and
an official receipt thereof.

AGREED

ARTICLE 19 - TERMINATION OF EMPLOYMENT

AGREED

19.1 The Employment Standards Act, 2000 will apply to cases of
dismissal, lay-off and termination of employees.

AGREED

ARTICLE 20 - HOSPITAL, MEDICAL, PENSION, INSURANCE PROGRAM

AGREED

FULL TIME EMPLOYEES ONLY

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

- The Liberty Health Supplementary Plan.
- The Liberty Health Extended Health Care Benefits Plan

The Liberty Health Extended Health Care Benefit Program includes a rider
providing a benefit for the provision of a $200/24 month vision care benefit and
$500.00 one time hearing aid benefit. A Deluxe Travel Plan is included in the
Extended Health Care Plan. The details and conditions of the Extended Health
Care and Deluxe Travel Plan are set out in the insurance contract and the benefit
brochures.

AGREED

(b) The Employer further agrees to contribute to the Ontario Municipal
Employees' Retirement System; enrolment in the Plan to be optional for
employees taken on staff prior to May 1, 1964, and mandatory for employees
employed after May 1, 1964, as established under the relevant Municipal By-Law.

AGREED

(c) The Employer agrees to pay 100% of the premium of the Group Life
Insurance Plan for those employees who wish to participate. The amount of life
insurance shall be $40,000, $50,000 effective July 1, 2004, for all employees. The
disability waiver of premium benefit shall be provided to age 65.

STATUS QUO

(d) The Employer agrees to pay 80% of the premium cost of the Liberty Health
No. 9 Dental Care Plan at constantly maintained current O.D.A. Fee Schedule
benefits, and Dental Rider #3 (Orthodonture) on a 50/50 coinsurance basis with a
$2,000.00 lifetime maximum.

AGREED

(e) Every employee shall be personally responsible for keeping the
Corporation informed of changes in marital status or number of dependents. A
employee who is entitled to reduced hospitalization or medical benefit premium
because of a change in his/her dependency status, or, who is insured with similar
benefits through his/her spouse, and who fails to notify the City of such change or
situation, shall be responsible for the premium expense paid by the Corporation
on his/her behalf because of such failure to make notification. This extra cost
shall be deducted from the employee's wages.

it is the employee's responsibility to provide to the Employer the address of the
employee's personal residence and the number of the employee's telephone at
such residence, and to immediately advise the Employer of any change to either.

STATUS QUO

(f) It is understood and agreed by the Parties that the life insurance referred to
in this Article requires a 90 day waiting period from the time of commencing
employment until the insurance is placed in force. No claim may be presented or allowed until after the expiration of this 90 day waiting period.

AGREED

g) Enrolment in the benefit plans outlined in Article 20.1 (a) and (d) will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.

AGREED

(h) The Corporation will provide and administer the benefit plans through the insurer(s), which they may exclusively have the right to select and provided the insurer(s) maintain equal or better coverage.

STATUS QUO

(i) 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%, 66 2/3% effective July 1, 2004, of gross pay at the time of disability. Benefits will commence following a 14 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 will constitute the Employers obligation respecting the 5/12 portion of the UIC premium reduction rebate owing to employees.

CORPORATION

For new retirees: Effective March 1, 1993 the employer will provide for and pay the premium for a PROPOSAL Retirees Extended Health Care Plan including the Vision care and Deluxe Travel Plan in Article 20.1(a).

This benefit is available only to employees with a hire date on or before December 31, 2005 who retire after March 1, 1993 with a minimum of 20 years of service with the employer and who are at least 55 years old at the time of retirement. This Retirees Extended Health Care benefit ceases when the retired employee attains age 65 years.

STATUS QUO

Long Term Disability insurance Plan for permanent active employees and new permanent employees upon completion of probationary period will receive a Long Term Disability insurance plan under which insurance an employee who is sick and unable to work will be paid 65%, 70% effective July 1, 2004, of gross pay at the time of disability. Benefits under the long term disability plan shall commence 196 days after the employee becomes disabled, or upon the exhaustion of sick credits together with any weekly indemnity benefits whichever is later. The benefit shall continue until the earlier of recovery, death, OMERS 90 factor eligibility or age 65. Further information in respect of this plan is set out in Schedule B of this agreement. The Corporation will pay 100% of the premium cost of the Long Term Disability insurance.

AGREED

ARTICLE 21 - MILEAGE ALLOWANCE

AGREED

21.1 When a member of the Bargaining Unit is required to use her car for the Employer’s business, she shall be paid in accordance with the prevailing City of London policies concerning mileage reimbursement.

AGREED

21.2 Should the mileage allowance spelled out in paragraph (a) of this Article be increased in accordance with the City of London Policies, then it will apply to the employees at Dearness Home.

AGREED

ARTICLE 22 - POSTING OF STAFF VACANCY
Applications received from members of the Bargaining Unit shall receive first consideration. In the event that there is no applicant, or no successful applicant, from the Bargaining Unit, the Employer may then fill the vacancy from outside the Bargaining Unit.

FULL TIME EMPLOYEES ONLY

It is mutually agreed that notices of vacancies relating to jobs within the scope of the Bargaining Unit, shall be posted (within four days of the previous employee's notice of termination being submitted or immediately when a new position is created) on the office and clerical Bulletin Board for a period of 10 days. It is understood that Paid Holidays will not be included in the aforementioned time limits. Notice of vacancy shall include qualifications for the job and wages paid. The Employer shall notify the Union monthly of all appointments involving current Union members making application for posted vacancies within the scope of the bargaining unit.

PART TIME EMPLOYEES ONLY

Part-time employees who become Full-time employees in the same job classification as worked as a Part-time employee without interruption of continuous service, shall receive seniority credit for their continuous part-time service on a pro rata basis to the nearest even full month. To calculate a seniority date for the Part-time employee, the number of hours worked in the same job classification shall be totaled and divided by one hundred and sixty, and taken to the higher total, if not an exact amount. Each one hundred and sixty hours equals one month for full-time purposes of seniority calculation. A day (i.e. full shift) is considered to be eight (8) hours. Shifts of lesser duration would be considered to be a portion of the day, and would be cumulative.

Part-time Employees who become Full-time Employees, regardless of position classification, and without interruption of continuous service, shall receive seniority credit for their continuous part-time service on a pro rata basis to the nearest even full month. To calculate a seniority date for the Part-time Employee, the number of hours worked in the same job classification shall be totaled and divided by one hundred and sixty, and taken to the higher total, if not an exact amount. Each one hundred and sixty hours equals one month for full-time purposes of seniority calculation. A day (i.e. full shift) is considered to be eight (8) hours. Shifts of lesser duration would be considered to be a portion of the day, and would be cumulative.

When such transfer takes place on any day during the year, other than April 1, the provisions of Article 17.5 of the Full-time Employees' Collective Agreement shall apply until the March 31 next following in lieu of the fact that the Part-time Employee has been compensated for vacation earned in his or her bi-weekly pay cheque pursuant to the provisions of Article 16 of this Agreement. Thereafter, the provisions of Article 17 of the Full-time Unit shall apply.

Similarly, when any such transfer takes place, all of the provisions of Article 16.12 and 20 of the Collective Agreement with the Full-time Employees, shall come into effect for such employees on the first day of the month following such transfer and no retroactivity of any of these benefits shall apply.
Submitted by the Corporation February 28, 2006

AGREED 22.7 Notwithstanding this right of transfer of seniority, the trial period provisions of Article 12.4 (a) and (b) of the Collective Agreement with the Full-time Employees shall continue to apply.

AGREED 22.8 To calculate seniority days for a Full-time Employee who became a Part-time Employee without interruption of continuous service, two hundred and sixty-one days will be given for each full year of continuous service, plus twenty-one days for each additional month, to the nearest full month.

AGREED 22.9 Application to Full-Time Vacancies

Where vacancies are posted for positions within the Full-time Bargaining Unit and no applicants within the Full-time Bargaining Unit are considered to be suitable to fill such vacancies, consideration will be given to applications from part time employees to fill such vacancies prior to the consideration of persons not employed by the Home. Where the Home fills such vacancies from among applicants who are part time employees, the seniority of such applicants will be observed for such purposes provided the senior applicant possesses the necessary qualifications and ability to perform the work available.

AGREED ARTICLE 23 - MEDICAL EXAMINATIONS

STATUS QUO 23.1 (a) The Employer shall pay the cost of an employee’s initial compulsory employment medical examination by a physician designated by the Employer.

STATUS QUO (b) If the Employer has reasonable cause to be concerned about an employee’s health, it may require the employee to undergo a medical examination by a physician of the Employer’s choice at the Employer’s expense.

STATUS QUO 23.2 Costs of a required annual medical examination will be either:

STATUS QUO (a) 75% paid by the employer and 25% paid by the employee (if the employee chooses his own physician) to a maximum cost of $50.00 paid by the employer.

STATUS QUO (b) Paid by the Employer (if medical by Employer’s physician).

AGREED ARTICLE 24 - LETTERS OF REPRIMAND – FULL TIME EMPLOYEES ONLY

CORPORATION 24.1 Any letter of reprimand will be removed from an employee’s file after 24 months providing that there have been no similar infractions during the 24 month period.

AGREED ARTICLE 25 - GENDER NEUTRALITY

AGREED 25.1 Wherever the singular or feminine is used in this Agreement, it shall be construed as if the plural or masculine has been used, where the context so requires.

AGREED ARTICLE 26 - ADVICE TO THE EMPLOYER
AGREED 26.1 Each Employee has a responsibility to provide to the Employer the address of the employee's personal residence and the number of the employee's telephone at such residence, and to immediately advise the employer of any change to either.

AGREED ARTICLE 27 - TRAINING AND EDUCATIONAL COURSES

CORPORATION 27.1 Where the employer requires an employee to attend a Training Program, the employer shall pay the tuition cost of such Program, and the time spent in attendance shall be considered time worked but under no circumstances shall over time premium be paid.

STATUS QUO 27.2 The Corporation will reimburse an employee one hundred percent (100%) of the tuition cost of a course of instruction taken by such employee to better quality himself or herself to perform his or her job, provided the approval of the Home Administrator is obtained prior to the commencement of such course, and the employee successfully completes the course. Reimbursement will be made when the employee presents proof of successful completion.

AGREED ARTICLE 28 - PERSONNEL FILES

CORPORATION 28.1 An employee shall, upon written request made two (2) weeks before viewing, have an opportunity to view his or her personnel file in the presence of the Director of Human Resources or designate. The information which the employee may view will be:

a) written application form
b) written evaluations
c) formal disciplinary letters
d) performance appraisals

AGREED LANGUAGE ONLY ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be for a term of from January 1, 2006, to December 31, ____, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

29.2 Either party to this Agreement may, within the period of ninety (90) days before the termination of the Agreement, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement. Within such period as the Parties agree upon following the giving of such notice.

CORPORATIONSchedule "A" PROPOSAL Revise the number of hours in the Headings regarding Wage Progression to reflect the following:

<table>
<thead>
<tr>
<th>Hours</th>
<th>Step 2 (6 months)</th>
<th>Step 3 (12 months)</th>
<th>Step 4 (18 months)</th>
<th>Step 5 (24 months)</th>
<th>Step 6 (30 months)</th>
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<td>4800 hours</td>
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Appendix B
Items Agreed to May 24 and May 25, 2007

✓ Article 7.1
Add the following:

"At the time that formal discipline is imposed an employee will upon request be provided with Union representation if available. If no Union representative is available the employee may be accompanied by another employee of her choice who is working the current shift."

✓ Article 12.3
Replace paragraph (b) with the following:

"The probationary period of 360 hours worked may be extended by 220 hours worked on mutual agreement of the Home Administrator and the Union."

✓ Article 12.4(a)
Change 960 hours to 910 hours; 1920 hours to 1820 hours

✓ Add New Article 14.14
A weekend shift premium of $0.15 will be paid on all hours worked between Friday 11 p.m. and Sunday 11 p.m.

✓ Article 15.1 and 15.7(a)
Change "Dominion Day" to "Canada Day"
Change "Employment Standards Act" to "Employment Standards Act, 2000 as amended from time to time."

✓ Article 18.1
Add before last sentence the following:

"The Employer will reimburse the employee for the cost of obtaining any written documentation required by the Employer in these circumstances."

✓ Article 16.12(a)
Increase percentage in lieu of benefits for part time employees to 13.5% effective date of ratification

✓ Article 17
Effective April 1, 2008 eligibility for 6 weeks of vacation for full and part time employees with 24 years or more of continuous past service
Article 17.2
Add the following at the beginning of the Article "Employees will be allowed to take vacations in one week blocks."

Article 17.4
Replace "holiday" with "vacation"

Article 17.14
Change reference to "Workplace Safety and Insurance Act, 1997 as amended from time to time"

Article 18.2
Add the following:
"Bereavement leaves included in this Article may be extended by two paid days under exceptional circumstances at the discretion of the Director of Long Term Care. In addition, the Director of Long Term Care may grant a one day paid leave for other occasions of bereavement."

Article 18.3
Change 5 working days to 10 working days

Add New Article 18.17
"Emergency Leave and Family Medical Leave will be granted in accordance with the Employment Standards Act, 2000 as amended from time to time."

Article 20.1(j)
Add to second paragraph the words "with a hire date on or before the date of ratification" after the word "employee" in the first sentence

Article 24 – Letters of Reprimand
24.1 – All letters of reprimand will be removed from an employee's file after 24 months providing that there have been no similar infractions during the 24 month period.

Article 27.1
Add the following at the end of the current provision: "but under no circumstances shall overtime premium be paid."

Article 29 - Term
Change to January 1, 2006 to December 31, 2008
Add New Article 30
Any wage increases shall be effective as and from the dates specifically listed on a retroactive basis to all employees, covered by the collective agreement, for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Home shall be responsible to contact, in writing, with a copy to the Union, at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated employment prior to the signing of this Agreement shall have a period of 60 days only from the date of the execution of the collective Agreement in which to claim from the Home any adjustment to remuneration. The retroactive payments shall be made to all employees so entitled within 60 days.

Schedule A
Retain status quo

Wages
1.5% on January 1 and July 1 in each of the three years