

COLLECTIVE AGREEMENT

Between

March of Dimes Canada
(Hereinafter referred to as "the Employer")



and

Canadian Union of Public Employees
and its Local 4812-01 March of Dimes Canada (Whitby)
(Hereinafter referred to as "the Union")

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

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ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of this agreement is to establish and maintain harmonious relations between the Employer and the Employees concerned; to promote the morale, well-being and security of all Employees in the bargaining unit of the Union; to encourage efficiency in operations; to facilitate the cooperative resolution of problems when they arise; to provide procedures for final and binding settlement of grievances; and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all Employees within the bargaining unit.
- 1.02 The Employer and the Union each represent that the purpose and the intent of this agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Employer and the Union, to promote efficiency and service and to set forth herein the basic agreements and understandings covering rates of pay, hours of work, grievance procedure and conditions of employment.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees of March of Dimes Canada, in the City of Whitby, Ontario save and except Community Support Leader and persons above the rank of Community Support Leader, office and clerical staff.
- 2.02 Full-time Employees are defined as Employees who normally work thirty- five (35) hours to thirty-seven and half (37½) hours per week.
- 2.03 Part-time Employees are defined as Employees who normally work less than thirty (30) hours per week.
- 2.04 Temporary employees will only be hired to replace regular or part-time employees absent because of W.S.I.B. leave, pregnancy/parental leave, Long Term Disability leave, special project, pursuant to a temporary grant or any other leave of absence provided for under this Agreement. Temporary position(s) shall be posted as per the Collective Agreement. A "temporary employee" is one who is in a fixed term contract position that would normally not exceed a period of one (1) year. This period may be extended by mutual agreement. All temporary positions are without entitlement to benefits. Notwithstanding the previous sentence, if an internal employee moves into a temporary position, they would maintain the status and benefits that they had prior to moving into the temporary position.

- 2.05 Persons not covered by the terms of this agreement will not perform duties normally assigned to those Employees who are covered by this agreement, except for the purposes of instruction or in emergencies when regular Employees are not readily available.
- 2.06 Communication between the Employer and the Union shall be directed to the Local President and a copy to the Recording Secretary. Communication between the Union and the Employer shall be directed to the **Regional Director** and a copy to the Chief Administrative Officer or designate.

ARTICLE 3 - NO DISCRIMINATION/HARRASSMENT

- 3.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either party or by any of their representatives or members because of any Employee's membership or non-membership in the Union or because of activity or lack of activity in the Union.
- 3.02 The Employer, Employees and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there shall be no discrimination, restraint, intimidation, harassment or coercion practiced or permitted by the Employer or the Union or any of their representatives or members against any Employee because of sex, sexual orientation, age, marital status, family status, disability, race, colour, creed, national or ethnic origin or ancestry.
- 3.03 Complaints of harassment shall be dealt with in accordance with the Grievance Procedure and will be investigated promptly. It is recognized that where the alleged harasser is the Employee's Supervisor, a grievance may be filed directly at Step 2.

Harassment and/or bullying are defined as engaging a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the agency and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline, and efficiency.

- b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline Employees provided that a claim of improper suspension, discharge or discipline of a non-probationary Employee without just cause may become the subject of a grievance and may be dealt with as hereinafter provided.
- c) Determine, in the interest of efficient operation and highest standard of service, the number of personnel required, hours of work, work assignments, standards of work, the locations of work, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith.
- d) Make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the Employees.

4.02 The Employer agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

4.03 The Employer, or its representative(s), agrees that it will not enter into any other agreements, oral or written, with any Employees covered by this agreement either individually or collectively, which may conflict with the terms of this Collective Agreement.

4.04 Should the Employer implement a new policy or revise a policy it shall be provided to the Union and Employees prior to the implementation date.

It is agreed that policies will be consistent with the provisions of this Collective Agreement.

ARTICLE 5 - UNION SECURITY

5.01 The parties hereto agree to compulsory check-off of Union dues for all Employees who come within the bargaining unit. The amount to be deducted shall be the regular Union dues and assessments as established by the Union from time to time.

5.02 Union dues shall be deducted from each Employee's pay and shall be forwarded to the Union by the fifteenth (15th) of the following month.

5.03 The Employer shall forward such deductions to the National Secretary- Treasurer of the Union along with a complete list of Employees, their earnings for the period and the dues deducted for each and provide a copy to the Local Secretary- Treasurer.

5.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any Employee or group of Employees arising out of the deduction of Union dues as herein provided.

- 5.05 The Employer will ensure that each T-4 slip includes the total amount of regular Union dues deducted during the subject year from the Employee's wages pursuant to this Article.
- 5.06 The Employer agrees to advise potential bargaining-unit Employees of the fact that the Union has bargaining rights and that such Employees will be subject to the Union security and dues check-off provisions of the Collective Agreement that may be in effect from time to time.
- 5.07 A new Employee will have the opportunity to meet with a Representative of the Union in the employ of the Employer for a period of up to thirty (30) minutes without loss of regular earnings, at a mutually agreed time and location to be arranged between the Employer and the Union Representative.
- 5.08 The Employer will notify the Union twice annually, of all changes of status including names, addresses and phone numbers. The Employer will notify the Union, in writing, of all new hires on a monthly basis.
- 5.09 The Union shall be allowed to hold Union meetings on the Employer's premise provided space is available. The Union shall pay any associated costs involved with the room rental. The Union shall first request permission from the Employer and the permission will not be unreasonably withheld. Where any other permission other than the Employer's is required, the Union shall be responsible to obtain this permission.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

- 6.01 The Union agrees that there will be no strike and the Employer agrees there will be no lockout as those terms are defined and interpreted under the Labour Relations Act as long as the Agreement continues to operate.

ARTICLE 7 - UNION REPRESENTATION

7.01 Union Stewards

- a) The Employer agrees to recognize up to two (2) Union Stewards elected or appointed from among the Employees in the bargaining unit. The President or Vice President of the Local can also act as a Steward.
- b) The Union shall notify the Employer in writing of the names of its Stewards. The Employer shall not be required to recognize any such Steward until it has been notified by the Union of the appointment. This list will be revised as changes occur.
- c) The Union Steward shall not leave **their** work without the Employer's consent to investigate or process any grievances with the Employer. Such consent shall not be unreasonably withheld.

7.02 **Labour Management Committee**

- a) The labour/management committee shall be a permanent joint committee consisting of two (2) Union Representatives and two (2) Employer Representatives. An Employer Representative and a Union Representative shall act as co-chairpersons. The co-chairpersons shall alternate in acting as chairperson of the meetings. There will be a two (2) hour maximum on labour/management meetings.
- b) The committee will meet at least quarterly at a mutually agreed upon time and place for the purpose of discussing issues relating to the workforce that affect the parties or bargaining unit Employees, excluding grievances or matters pertaining to negotiations. The committee may make recommendations to the parties with respect to the discussion in committee meetings.
- c) Either party shall provide specific agenda items to the other party ten (10) days in advance of meetings, wherever possible.
- d) The taking of briefing notes will be rotated between the Employer and the Union. Briefing notes of each meeting will be prepared and signed by the co-chairpersons within two weeks after the closing of the meeting. Such briefing notes will be provided to committee members.

7.03 **Negotiating Committee**

The Employer will recognize a negotiating committee comprised of a CUPE National Representative plus two (2) representatives who shall be elected or otherwise selected from amongst Local 4812 members. The Union shall provide to the Employer a list of the members of the committee. Employees serving on the negotiating committee shall not lose regular earnings for time spent in negotiations with the Employer.

7.04 The Union's National Representative shall have access to the Employer's premises with prior approval from the **Regional Director** or designate in order to deal with any matters arising out of this Collective Agreement. Such access shall not interfere with the operation or administration of the Agency and shall not be unreasonably denied.

7.05 Union Officers, Stewards and Committee members may be granted leave from their regular duties during working hours in order to carry out their functions under this agreement. Permission to leave work shall first be obtained from the appropriate Manager and shall be granted subject to operational requirements; however, such permission will not be unreasonably withheld. Unless stated otherwise in this agreement, time absent from duties to perform Union duties approved by the Employer shall be without loss of regular earnings.

ARTICLE 8-OCCUPATIONAL HEALTH AND SAFETY

- 8.01 The Employer and the Union will mutually co-operate to maintain a safe workplace and attend to the elimination of any conditions which are a hazard to the health and safety of Employees. The parties agree to comply with the Occupational Health and Safety Act.
- 8.02 One (1) bargaining unit Employee, whom shall be certified, or agree to become certified as outlined in Article 8.04 shall be appointed by the Union to sit on the health and safety committee. The Union shall appoint one (1) alternate Health and Safety Representative, whom the Employer shall not be required to certify. **They** shall only attend in the absence of the committee member. All time spent during inspections, duties of the committee and attendance at the meetings, including any travel time, shall be considered as time worked at regular or overtime rates as may apply. Each committee member shall be entitled to one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting. It is agreed when the committee meets there shall be equal representation between Union and non-Union representatives. The recording of the minutes shall be alternated between the parties.
- 8.03 The Employer will ensure the development and implementation of appropriate staff training and development to promote Employee health and safety.
- 8.04 If no bargaining unit member is certified, the Employer agrees to fund the required training in the most cost-effective manner available.
- 8.05 The committee shall hold meetings every third month or more frequently if required. The committee shall maintain minutes of all meetings, which shall be posted and copied to the Union.
- 8.06 The Employer agrees to provide all equipment and protective clothing as deemed necessary to perform work safely. (i.e. Gowns, masks, shoe covers, gloves)
- 8.07 The parties agree that the mandate of the Health & Safety Committee shall include dealing with incidents of workplace violence in a timely manner.
- Overnight staff will be provided with a cell phone.

ARTICLE 9- GRIEVANCE PROCEDURE

- 9.01 For purposes of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this agreement and which has been submitted by the Union to the Employer or by the Employer to the Union in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

9.02 **Informal Resolution**

It is the mutual desire of the parties that all complaints and grievances be resolved as quickly as possible. It is agreed that an Employee has no grievance until they have first discussed the case with the immediate Supervisor or designate and given the Supervisor the opportunity to resolve the issue. The Employee may, if **they** wish, be accompanied by **their** steward. In the event the complaint is not resolved within ten (10) business days, the following steps of the grievance procedure may be invoked.

a) Step 1

If the attempts referred to above do not resolve the matter, the Employee may submit a grievance in writing within ten (10) business days after the Supervisor or designates respond in the informal resolution stage on a designated grievance form and submit it to their immediate Supervisor or designate. The grievance shall specify the article(s) of which a violation is alleged and indicate the relief sought. The Supervisor will issue a written reply within ten (10) business days of receipt of the grievance.

b) Step 2

Failing settlement of the grievance at Step 1, or failure of management in Step 1 to submit the reply within the prescribed time period, the Employee may present the grievance in writing to the **Regional Director** or designate within ten (10) business days from the time the reply is received or should have been received at Step 1. The **Regional Director** will arrange a meeting with the grievor and the Steward to discuss the grievance within ten (10) business days of the date of receipt of the grievance. The **Regional Director** or designate shall have ten (10) business days from the date of the meeting to respond in writing to the grievance. Failing settlement.

c) Step 3

The Union Representative, Union Steward, and the grievor, the **Regional Director** or designate and the Employer's Chief Administrative Officer or designate will meet to attempt to resolve the matter in dispute and to clarify the issues. The Chief Administrative Officer or designate shall give **their** written response to the grievance within ten (10) business days of the meeting. Grievances not resolved at this meeting may be submitted to arbitration.

9.03 The time limits may be extended by mutual agreement in writing.

9.04 Dismissal Grievance

A claim by an Employee who has as been discharged shall be treated as a grievance at Step 2. The grievance is to be submitted in writing within five (5) business days following the date on which the discharge is affected. For the purposes of this Article, Step 1 shall be waived.

9.05 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Collective Agreement shall be treated as a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days following the Union becoming aware of the circumstances giving rise to the grievance. Where the grievance is an Employer grievance it shall be filed with a local Union President or designate.

9.06 Group Grievance

Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step 2 within ten (10) business days of becoming aware of the circumstances giving rise to the grievance have occurred.

ARTICLE 10 - ARBITRATION PROCEDURE

10.01 When either party wishes to submit a grievance to Arbitration, it shall inform the other party within twenty (20) business days of the receipt of the written decision at Step 3 of the grievance procedure.

10.02 The party submitting the grievance to arbitration shall advise the other party in writing of four alternative choices for Sole Arbitrator. The recipient of the notice will reply in writing either agreeing to one of the proposed choices for Sole Arbitrator or submitting four alternative choices. If there is not agreement the Minister of Labour for the province of Ontario shall have authority to effect such appointment upon allocation thereto by the party involving the arbitration procedure.

10.03 The parties shall share equally the fee and expenses of the sole arbitrator.

10.04 The arbitrator shall not have any power to modify, amend, or add to any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

10.05 The decision of the Arbitrator shall be final and binding upon the parties thereto and the Employee or Employees concerned.

- 10.06 The Parties may mutually agree to utilize a board of Arbitration, in such case each of the parties will bear the fees and expenses of their nominee and other provisions of this Article will prevail.
- 10.07 Employees involved in the grievance procedure, up to but not including arbitration, shall not suffer any loss of wages or seniority during such process.
- 10.08 Either party may if mutually agreed, refer the grievance to mediation. The cost of the mediator shall be shared jointly by the parties.

ARTICLE 11 - DISCHARGE, SUSPENSION AND WARNINGS

- 11.01 Whenever a Supervisor deems it necessary to meet with an Employee for discipline purposes, the Supervisor shall advise the Employee of the purpose of the meeting and will allow sufficient time to allow the Employee the option of being accompanied by their Steward.
- 11.02 A copy of any letter or notice issued as a result of this procedure will be provided to the Employee and the Union Steward if one was present. The Union shall be provided with copies of all suspension and discharge correspondence.
- 11.03 **Access to File**
- An Employee shall have the right, upon reasonable notice, to have access to and review their personnel file, and shall have the right to respond in writing to any document contained therein. The Employee's written response shall become a part of their permanent record and will be produced at any time the documents in contention are presented for consideration.
- 11.04 **Clearing Record**
- Written disciplinary action, including letters of reprimand or any adverse reports, shall be removed from an Employee's record after a period of eighteen (18) months.
- 11.05 **Performance Appraisals**
- Where a formal evaluation of an Employee's performance is carried out, the Employee shall be provided with a copy to read and review. An Employee who objects to ~~her~~ **their** performance appraisal may elect to attach a statement to the document setting out the details and reasons for those objections. It is understood that the evaluations will operate independent of the disciplinary process set forth in this Article.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as an Employee's length of service since the date of hire in the bargaining unit and will include service with the Employer prior to the date of certification or recognition of the Union. Full-time seniority of any duration will be given preference over part-time seniority throughout this Collective Agreement. Where two (2) or more Employees have the same seniority date, the Employee number with March of Dimes Canada will break the tie when required.
- 12.02 Seniority shall be used in determining preference for promotion, transfer, layoff and recall in the manner prescribed in this agreement. Seniority will operate on a bargaining unit-wide basis.
- 12.03 The Employer will post a seniority list within thirty (30) days of the ratification of this agreement, showing the Employees' current position and the date when each Employee's employment commenced. Where two (2) or more Employees commence work on the same day, the Employee number with March of Dimes Canada will break the tie.
- 12.04 An up-to-date seniority list shall be sent to the Union and posted on all Union bulletin boards on an annual basis.
- 12.05 An Employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority **they had** when **they** left. Notwithstanding the above, seniority shall continue to accumulate:
- a) During the entire period of absence due to pregnancy and or parental/adoption leave.
 - b) During absence due to illness or disability up to twenty-four (24) months.
 - c) As provided elsewhere in this agreement.
- 12.06 An Employee's seniority rights shall cease to exist when:
- a) Voluntarily quits the employ of the Employer.
 - b) Is discharged and such discharge is not reversed through the grievance/arbitration procedure.
 - c) Fails to report on the first day following the expiration of a leave of absence unless a reasonable explanation is given.
 - d) Is laid off for a continuous period of more than twenty-four (24) months.
 - e) Has been absent for three (3) consecutive working days without having notified the Employer, unless a reasonable explanation is given.
 - f) Retires or is retired.

- g) When in receipt of LTD or worker's compensation benefits for a period of twenty-four (24) months from date of injury.

12.07 Retention of Seniority Outside of Bargaining Unit

No Employee shall be reclassified or transferred to a position outside the bargaining unit without their consent. If an Employee is selected or transferred to a non-Union position outside the bargaining unit, they will retain their seniority accumulated up to the date of leaving the bargaining unit for a period of twelve (12) months, but will not accumulate any further seniority while in the non-Union position. During this twelve (12) month period, the Employee's accumulated seniority will be one of the determining factors when applying for vacancies in the bargaining unit.

If an Employee returns to a position in the bargaining unit after the twelve (12) month period has elapsed, they will have no seniority for the purposes of this agreement.

It is understood that it is an Employee's total service with the Employer, regardless of Union affiliation, which will be used to determine entitlement to service-related benefits and rate of pay.

12.08 Crossover

It is understood that an Employee's seniority in the March of Dimes Canada - Whitby bargaining unit has no application with respect to selections to vacancies in another CUPE bargaining unit within the organization. However, if an Employee from March of Dimes Canada - Whitby is a successful applicant to a vacancy in another CUPE bargaining unit within the organization, the Employee will carry over all bargaining unit seniority and service with the Employer.

Note: It is understood that this Article only applies to the Oshawa and Whitby CUPE units until such time reciprocal language has been negotiated in the other CUPE units.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 It shall be the responsibility of the Employee to keep the Employer informed of the Employee's current address. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee.

- 13.02 A lay-off is defined as the elimination of one or more bargaining unit positions that are occupied by Employees at the time of elimination or a reduction in the regularly scheduled hours of a full-time employee which results in a change of status.

- 13.03 In the event of a proposed lay-off of a permanent or long-term nature, the Employer shall provide the Employment Standards Act (ESA) notice to the Employee(s) and the Union. However, such notice will not be less than four (4) weeks. The Employer agrees to meet with the Union to discuss means of avoiding the lay-off.
- 13.04 Employees with the least seniority within the position in which the lay-off takes place shall be laid off first, provided that the Employees who remain on the job have the ability and qualification to perform the work required.
- 13.05 An Employee given notice of a permanent lay-off shall be entitled to choose from the below listed options:
- 1) Accept the lay-off and retain recall rights.
 - 2) Displace an Employee of the same status (i.e. full-time/part-time) in an equal or lesser paid position with lesser seniority provided that the senior Employee is able to perform the normal requirements of the job.
 - 3) Choose to resign and receive a separation package equivalent to two weeks of the effected Employee's average regular wages for each year of service up to a maximum of twenty-six (26) weeks pay.
- 13.06 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.
- 13.07 The Employer shall recall Employees in order of seniority to vacant bargaining unit positions for work, which the Employees can perform for a period of twenty-four (24) months from the date of lay-off. Notice of recall shall be sent by registered mail to the last known address of the Employee who shall respond to the recall notice within seven (7) days.
- 13.08 Employees on layoff shall be given preference for temporary vacancies. An Employee who has been recalled to a temporary vacancy of less than thirty (30) working days or less shall not be required to accept such recall and may instead remain on layoff.
- 13.09 When recalling Employees who are laid off, those who were last to be laid off last will be the first to be recalled, provided that the Employee is capable and qualified to do the work.
- 13.10 No new Employee shall be hired until those laid off have had the opportunity of recall.
- 13.11 In the event of a layoff of a full-time Employee, the Employer shall pay its share of the insured benefits premiums for a period of six (6) months. An Employee may extend the benefit coverage for up to twelve (12) months however, it is understood that the Employer will not continue to pay its share of benefits during such extension.

Note: Extension of benefit coverage referred to above relates to health and dental benefits only.

- 13.12 Where feasible the Employer agrees to use their best efforts to ensure that part-time Employees will be laid off before full-time Employees.
- 13.13 Upon return from layoff no Employee shall suffer any waiting period for benefits.
- 13.14 The Employer agrees that no bargaining unit Employee shall be laid off as a direct result of the Employer's participation in federal, provincial or municipal wage assisted/workfare, or other programs. Further, the Employer agrees that there shall be no loss of hours or wages for either part-time or full-time Employees as a direct result of the Employer's participation in such programs.
- 13.15 In the event of re-organization or restructuring of the Employer that may have potential adverse effects upon Employees in the bargaining unit, the Employer shall notify the Union of such plans as far in advance as practicable so that the parties can meet to discuss possible ways and means of minimizing impact.

ARTICLE 14- PROBATIONARY PERIOD AND ORIENTATION

14.01 Probation

All new Employees shall be hired on a probationary basis for a period of six (6) calendar months or nine hundred and ten (910) hours whichever comes first. The release or discharge of an Employee during the probationary period is at the discretion of the Employer such discretion not to be exercised arbitrarily, discriminatorily or in bad faith manner. Upon completion of probation, seniority will start from the first date of hire.

- 14.02 Employees employed by the Employer in a part-time capacity shall not have to serve a probationary period when moving into a full-time position in the same classification.
- 14.03 Probationary Employees are covered by this agreement excepting those provisions which specifically exclude such Employees, or which otherwise modify their rights and entitlements.
- 14.04 Probationary Employees or new Employees to the classification shall be provided with a minimum of three (3) orientation days on **their** primary shift. If the Employee will be required to work on different shifts as part of a shift rotation or call-in pool, the Employee shall be provided with one (1) additional day of orientation for each shift they are expected to work. An Employee may, at **their** option, request additional orientation days or additional training time for particular processes or procedures relevant to **their** classification. This request shall not be unreasonably denied by the Employer.

During orientation, new Employees shall be scheduled as an extra and will work in addition to the regular number of Employees required for that shift.

ARTICLE 15 - JOB POSTING

- 15.01 When a new position is created, or when a vacancy of a permanent nature occurs, the Employer shall post such position(s) internally for a period of seven (7) calendar days in each of the workplaces bulletin boards. Positions shall be posted prior to the position being vacated, where possible and reasonable to do so.
- 15.02 The posting shall stipulate the position, qualifications, hours of work, location, and salary range, a brief description of the nature of the job, and to whom to apply. A copy of the job posting shall be provided to the local Union Vice President.
- 15.03 An Employee who wishes to apply for the posted vacancy must apply in writing to the individual designated in the job posting.
- 15.04 The Employer has the right to fill positions temporarily during the period of the posting and up to the start date of a successful candidate.
- 15.05 No outside candidate for any bargaining unit vacancy shall be considered until the applications of present bargaining unit Employees have been fully processed.
- 15.06 Both parties recognize:
1. The principle of promotion within the service of the Employer.
 2. That job opportunity should increase in proportion to length of service.
- Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 15.02.
- 15.07 The Employer agrees that if no internal candidate is hired for a vacancy the position will be offered to other CUPE bargaining unit members from the Oshawa location in order of seniority prior to hiring an external applicant.
- 15.08 **Trial Period**
- The successful applicant shall be notified as soon as possible following the end of the posting period and shall be given a trial period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new position, **they** shall be returned to **their** former position, wage or salary rate, without loss of seniority. This may result in other Employees being displaced from their new position to their previously held position(s).

- 15.09 Temporary vacancies of less than four (4) weeks in duration shall not be required to be posted. The hours vacated by a temporary vacancy of less than four (4) weeks shall be distributed based on seniority.
- 15.10 An Employee selected to fill a temporary position shall return to **their** former position when the temporary position has expired. Any other Employee promoted or transferred as a result of the temporary position shall also be returned to **their** former position.
- 15.11 Employees who are on vacation, maternity leave, jury duty or approved leave of absence must indicate in advance in writing, to the Employer, their desire to apply for a posting during their absence. If such an applicant is granted the position, the Employer shall fill the vacancy temporarily.

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal daily hours of work for all Employees shall not exceed nine (9) hours paid inclusive of a one half (1/2) hour unpaid meal break with the exception of shifts where the meal break is paid due to a requirement to remain on premises.
- The normal weekly hours of work for full-time Employees shall be between thirty-five (35) and thirty-seven and one-half (37½) hours per week averaged over a two-week (2) period. The normal weekly hours of work for part-time Employees shall be less than thirty (30) hours per week averaged over a two-week (2) period.
- 16.02 Each Employee shall be entitled to take their lunch break during the middle of their shift and be allowed a fifteen (15) minute rest period in the first half and in the second half of their shift. Subject to approval of the Manager, if the Employee is required to work any part of their lunch break and it is not possible to reschedule the break during the shift, it shall be paid time. The Employee shall notify the Manager as soon as possible when this occurs.
- 16.03 Full-time Employees will not be required to work more than every other weekend and further, full-time Employees will not be required to work a shift rotation or split shifts. Steady day, afternoon or night shift schedules will be assigned by seniority preference. A weekend is defined as Saturday and Sunday.
- 16.04 No part time Employee shall be scheduled to work more than two (2) different shifts in one (1) week and shall have a break of at least twelve (12) hours between shifts unless the Employee agrees otherwise.
- 16.05 No Employee shall be scheduled to work more than seven (7) consecutive days unless the Employee agrees otherwise. This restriction will not apply to Employees who accept shifts through the call-in procedure.
- 16.06 Scheduled shifts for part-time Employees, including replacement call-in, shall not be less than four (4) hours.

- 16.07 Requests for time off must be submitted to the Community Support Supervisor for approval. Approval will not be unreasonably denied.
- 16.08 All RTO's must be submitted two (2) weeks prior to the schedule being posted. All RTO's must be authorized by the Supervisor and will not be unreasonably denied. Short notice RTO's may be considered based on operational needs.

Master Schedule

16.09 Shift selection for the master schedule will occur **six (6) weeks prior to October 1st every year (for the master schedule for October 1st to March 31st) and six (6) weeks prior to April 1st every year (for the master schedule for April 1st to September 30th)** on the following basis:

- a) Full-time Employees will be given the opportunity, in order of seniority, to select work shifts which total at least thirty-five (35) hours per week, but not more than thirty-seven and one-half (37½) hours per week, averaged over the two-week period.
- b) Part-time Employees will then be given an opportunity, in order of seniority to select work shifts up to thirty (30) hours per week. All active part-time Employees must sign up for and work a minimum of two (2) shifts per week unless shifts are not available. An active part time Employee who is not on an approved leave and is not able to meet this minimum requirement will have been deemed to have resigned their position effective immediately unless a reasonable explanation is given.
- c) When selecting weekend shifts for scheduling, all support service attendants shall be required to select shifts so they are working Saturday and Sunday for a minimum of every other weekend. Subject to availability of shifts for selection, both of these two weekend shifts must be shifts that occur at the same time of day (example - day shift).
- d) The Employer shall distribute shifts in order of seniority and availability.
- e) Employees shall submit their availability every **six (6) months** or as their availability changes, using the shift availability form. A part-time employee's availability can never be below a minimum of two (2) shifts per week. If a part-time employee, who is not on an approved leave, submits their availability and it does not include at least two (2) shifts per week, they will have been deemed to have resigned their position effective immediately unless a reasonable explanation is given.

16.10 **Monthly Schedules based on the Master Schedule**

- a) The Employer shall post a four (4) month schedule on the Employer's bulletin board for Employees to view, upon which the Employer will show which shifts they intend to fill with regular part- time Employees.

- b) This schedule will be posted fourteen (14) days prior to commencement or implementation. The posting date shall be clearly identified.
- c) The **client** master/daily schedule will be posted.
- d) During the first week of posting Employees who are interested in filling open shifts shall advise management in writing. Management will fill these shifts in order of seniority. After the seventh (7th) day of posting, the Employer may assign staff who have expressed interest in order of seniority. No changes shall be made in this schedule once it goes into effect without prior consent of the Employee(s) concerned.
- e) Once the Employee accepts the shift, the responsibility for working the shift shall fall to the Employee.
- f) Minor changes may be permitted in the schedule, to accommodate changes in **client** requirements. In such case, the affected Employee will be given the first opportunity to accept any available changed hours. Should the Employee elect not to work the revised schedule that Employee shall be offered available call-in hours prior to such hours being offered to other Employees, up to the established guideline set out in the Collective Agreement.

16.11 **Call In Shifts**

- a) When a vacancy arises due to an Employee being absent for any reason, and the Employer determines if a replacement is required and if all or part of the shift requires a replacement, a part-time Employee may be temporarily assigned to fill the required time.
- b) In such event the Employer shall fill the shift in the following order:
 - i) Part time Employees in order of seniority who are not scheduled to work or will not have worked thirty (30) hours in the one-week scheduling block. However, an Employee won't be offered a shift if that shift will take them over thirty (30) hours worked in one week.
 - ii) To full-time Employees in order of seniority, as long as the shift does not result in overtime unless no other staff are available.
- c) Should the Employer and/or Employee still be unable to fill the shift, the Employer will offer the temporary assignment to Employees employed at the Oshawa location in the following order:
 - Part time Employees in order of seniority who are not scheduled to work or will not have worked thirty (30) hours in the one-week scheduling block.
 - To full-time Employees in order of seniority, **as long as the shift does not result in overtime.**

- Part-time Employees, at straight time, even if it results in the Employee working more than thirty (30) hours in the one-week scheduling block, **as long as the shift does not result in overtime.**
 - **If no Employees are available at straight time, the shift will be offered as overtime to all Employees combined in both full-time and part-time by seniority.**
 - If the Employer is still unable to fill the temporary vacancy by the above method the position can be filled by an outside agency.
- d) Any Employee offered a call-in shift will be provided with four (4) hours to respond. However, when the call-in shift is in less than twenty-four (24) hours, a four (4) hours response time will not be provided. If direct contact has not been made with the Employee, and after a message has been left on the Employee's answering machine, the Employer will proceed to the next available staff in order of seniority.
- e) Should the Employer and/or Employee fill a shift and in so doing miss an Employee in the established protocol, the missed Employee will be provided with **the next available shift that is equivalent in length to the missed shift and that meets the Employee's stated availability.** The shift will be offered based on the employee's mode of communication preference i.e. call or text.
- f) In cases where the Employer has not been able to fill a shift, the least senior employee on site will be required to stay at work subject to the Employer providing adequate consideration for family arrangements **and emergencies**, until the shift is filled.
- 16.12 Requests for time off must be submitted to the Employer and must be approved by the program manager.
- 16.13 **Call Back Pay**
- An Employee called back to work after completing a shift and therefore required to work outside **their** regular working hours shall be paid for a minimum of three (3) hours.
- 16.14 Shifts may be exchanged amongst Employees with notification to the Community Support Supervisor or designate. The exchange of shifts will not incur overtime costs unless the community support supervisor or designate gives prior approval.

ARTICLE 17- OVERTIME

- 17.01 Overtime shall be paid at one and one-half times (1½) the Employee's regular rate of pay.

- 17.02 **Employees shall receive overtime pay at the rate of one and one half (1½) times their straight time hourly rate for all hours worked:**
- a) **In excess of twelve (12) hours per day; or**
 - b) **In excess of forty-four hours in a one-week period.**
- Overtime pay will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which overtime pay is paid.**
- 17.03 All hours worked in excess of forty-four (44) hours in a week, will be paid at the overtime rate.
- 17.04 An Employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 17.05 An Employee who works a double shift shall be provided a meal reimbursement of fifteen dollars (\$15.00) and an Employer paid cab ride home receipt(s) required.
- 17.06 All overtime must be authorized by the Supervisor and a call-in is deemed to constitute such authorization.
- 17.07 There shall be no pyramiding of overtime with premium pay under any provision of this agreement. Pyramiding is defined as the application of premium pay (shift premium, responsibility allowance) to the Employee's straight time hourly rate thereby compounding their effect in the calculation of the overtime rate of pay for the hours of work in question.

ARTICLE 18 - PAID HOLIDAYS

- 18.01 (a) The following "designated" paid holidays will be recognized by the Employer:
- | | |
|-------------------------------------|---|
| New Year's Day | Victoria Day |
| Family Day (3rd Monday in February) | National Day of Truth and Reconciliation |
| Good Friday | Labour Day |
| Easter Sunday | Thanksgiving Day |
| Canada Day | Remembrance Day |
| Civic Holiday | Christmas Day |
| Boxing Day | |
- (b) In event that any other day is proclaimed as a national or provincial holiday by the federal or provincial government it will be added.

- 18.02 An Employee required to work on any of the above-mentioned holidays shall be paid for all work performed at one and one-half (1½) times the regular hourly rate for all hours of work that day in addition to holiday pay in accordance with the Employment Standards Act.
- 18.03 An Employee shall be granted leave for a religious holiday, upon written request to the Employer at least four (4) weeks prior to the date of the religious holiday. An Employee may use vacation, overtime or may request substitution of another public holiday following the religious holiday.
- 18.04 In order to be entitled to payment for statutory holidays, an Employee must have worked **their** full scheduled working day immediately preceding the statutory holiday and full scheduled working day immediately following the holiday unless:
- i) absent on vacation;
 - ii) absent on either of those days where such absence is authorized by the Employer or a medical certificate acceptable to the Employer is presented.
- 18.05 It is understood that the Master Schedule applies for the Christmas Week with the understanding that an Employee may be scheduled to work on Christmas Day of one year or New Year's Day of the next, but not on both of these holidays, unless the Employees consents. If an Employee has worked Christmas Day or New Year's Day, the Employer shall make every effort not to schedule **their** for the same holiday the following year.

ARTICLE 19- VACATIONS

- 19.01 Full-time Employees shall be entitled to vacations with pay in accordance with the following schedule:

Length of Service	Vacation Entitlement	Vacation Time Off
Less than 1 year	4%	1 day for each month service
1 yr to < 2 yrs	4%	2 Weeks
2 yrs to < 7 yrs	6%	3 Weeks
7 yrs to < 12 yrs	8%	4 Weeks
12 yrs to < 20 yrs	10%	5 Weeks
20 yrs or more	12%	6 Weeks

19.02 Fulltime Employees earn vacation time off based on years of service, as outlined in 19.01, with a day off being seven (7) hours and a week off being thirty-five hours (35). Vacations paid will be according to vacation accrued based on vacation percentage in 19.01 and hours worked within the current vacation year. Vacation time may be taken in one day, half day or hour increments.

19.03 The date for determining the "years worked" will be seniority as defined in this Collective Agreement.

19.04 Vacation requests will be submitted three (3) times per year before the following dates:

Request submitted no later than	Vacation period for the month of
January 1	February, March, April, May
May 1	June, July, August, September
September 1	October, November, December, January

19.05 The Employer will prepare and post the vacation schedule on the 15th of January, May and September. The guiding factor shall be seniority, with due consideration to **client** needs. Those Employees who do not submit their vacation request at the above-maintained deadlines shall be granted their requests on a first come, first served basis, as the schedule can accommodate.

19.06 Vacation requests of one (1) week or greater that are posted before the required deadlines as per Article 19.04 shall be given priority over individual float day requests.

19.07 Part-time Employees shall be entitled to vacation pay that is in accordance with the following schedule:

Length of Service	Vacation Entitlement
Less than 1 year	4%
1 yr to < 2 yrs	4%
2 yrs to < 7 vrs	6%
7 yrs to < 12 vrs	8%
12 yrs to < 20 vrs	10%
20 yrs or more	12%

Part-time employees will receive vacation pay on each pay as it accumulates. Upon written request, the employee can bank the vacation pay as it accumulates and receive a payout once a year upon their request (such request must be made three weeks in advance of the payday on which the payout will be made) and in addition have the balance paid out automatically on the last pay cheque for the calendar year.

Part-time Employees shall be entitled to unpaid time off in accordance with the above grid.

- 19.08 Vacations will normally be taken in the calendar year for which they are earned. By agreement of the Employer, one (1) week of an Employee's vacation may be carried over to the following year, provided it is completed by the end of the pay period in which March 31st falls. Such agreement will not be unreasonably withheld. If an Employee does not schedule and take their vacation before December 31st and the allowable one (1) week of vacation carry over by March 31st, the Employer will schedule the time for them.
- 19.09 Should any of the paid holidays listed in Article 18 fall during an Employee's vacation period, then the Employee may extend the vacation period by one day (with pay), or take an alternate day off at another time. The alternate day off must be scheduled by mutual agreement.
- 19.10 Where an Employee qualifies for compassionate leave during vacation time, **they** shall notify **their** Supervisor as quickly as possible. Upon such notice, the record shall be amended to reflect an adjustment for the equivalent amount of compassionate leave. The Employee shall be entitled to take an equivalent amount of time off at a later date, which date shall be by mutual agreement with the Employee's Supervisor.
- 19.11 Where an Employee's scheduled vacation is interrupted due to serious illness, **they** may elect to use **their** accrued sick leave credits for the period of illness in place of **their** vacation time provided that **they** provide satisfactory medical certification for the period in question.
- 19.12 Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with this agreement. The portion of the Employee's vacation which is deemed to be bereavement leave will not be counted against the Employee's vacation credits.

ARTICLE 20 - SICK LEAVE

- 20.01 All full-time permanent Employees will be entitled to forty-nine (49) hours of sick leave per annum. Sick credits will be used up on the basis of one (1) hours credit for each working hour absent as a result of illness or injury of the Employee.

20.02 All part-time Employees will be entitled to sick leave in accordance with the following formula: annual entitlement in hours = 2.7% hours worked in the previous year.

Note: It is agreed that a Part-time employee who is off work for a minimum of seventeen (17) weeks on either pregnancy/parental will be credited fifteen (15) hours sick leave upon their return.

20.03 It is understood that the Employer may request a doctor's certificate from an Employee to cover an absence due to illness of three (3) days' duration or longer or where the Employer has reasonable grounds to suspect abuse of sick leave.

20.04 Should the Employer require an Employee to obtain a medical certificate for any reason, the Employer shall reimburse the Employee for the cost of the certificate.

ARTICLE 21 - WORKERS COMPENSATION

21.01 The Employer shall participate in providing Workplace Safety and Insurance Board coverage for all Employees, in accordance with the Workplace Safety and Insurance Act. All injuries or accidents must be reported to the Employer according to Workplace Safety and Insurance Board Regulations.

21.02 An Employee receiving payment for a compensable injury under Workplace Safety and Insurance Board shall accumulate seniority.

21.03 While an Employee is in receipt of Workplace Safety and Insurance Board benefits, the Employer shall continue to pay its share of all premiums for the group benefits in which the Employee is enrolled, providing the Employee pays **their** share of the Employee contribution, if any.

21.04 Return to Work

An Employee who is no longer deemed to have a compensable injury shall be placed in **their** former or equivalent position with the Employer, providing **they are** capable of performing the essential duties of **their** former or equivalent position and the former or equivalent position still exists. Should the position not exist the Employee shall be laid off in accordance with Article 13.

21.05 Promissory Note

Employees who are confronted with financial hardships while awaiting WSIB or STD claim settlements may request an advance of payment under the short term disability provision. If such request is approved, the Employee shall sign a promissory note to repay any amounts advanced.

ARTICLE 22- MODIFIED WORK

22.01 The parties agree that the Employer, a representative of the Union, and the Employee affected will review accommodation issues as the need arises.

The parties agree that when accommodation of an Employee is required by statute and the Employee requests accommodation, such requests shall be in accordance with the following principles:

1. The purpose of this process is to accommodate modified working conditions for the above stated Employee(s). The accommodated work plan shall provide work with the Employee's availability and at the Employee's work location.
2. Where an Employee seeks accommodation, modified work or modified return, **they** shall provide the parties with a medical report detailing physical restrictions/limitations upon request.
3. The Employer shall base decisions regarding accommodation of individuals or job modification upon joint consultation; however final decision shall rest with the Employer and subject to the provisions of the Ontario Human Rights Code and the grievance procedure.

ARTICLE 23- HEALTH BENEFITS

23.01 All full-time bargaining unit Employees shall be eligible for group benefits after three (3) months of employment.

23.02 The Employer may change the Employee benefit plans and/or carrier provided that the new benefits/plan are equivalent or better and a copy of the new plan is provided to the Union. The Employer shall give at least thirty (30) days' notice of such change. Notice of the change of carriers must be received by the President of Local 4812.

23.03 The Employer shall pay for all full-time Employees, one hundred percent (100%) of the premiums for the current Basic plan, single or family coverage, of the following benefits: Group Life Insurance, Accidental Death & Dismemberment Insurance, Short Term Disability, Long Term Disability, Supplementary Health Care and Dental. A summary of the benefit coverage is found in Schedule "B" attached hereto and forming part of the Collective Agreement.

Full-time Employees may choose either Basic Coverage at no cost to the Employee or Option 1 with the Employer paying ninety percent (90%) of the cost and the Employee paying ten percent (10%) of the premium.

Full-time Employees may choose either Basic Coverage at no cost to the Employee or Option 2 with the Employer paying eighty-five percent (85%) of the cost and the Employee paying fifteen percent (15%) of the premium.

23.04 Optional Life Insurance is available at the Employee's expense as outlined in the current Employee benefit plan.

23.05 Part time employees who have been employed for one (1) year and who have worked a minimum average of fifteen (15) hours of work per week over that one (1) year period, shall be eligible to participate in the part time benefits plan commencing upon the beginning of the next enrolment period closest to their one (1) year anniversary date (i.e. either August 1st or February P1), provided that they continue to maintain the hours worked requirement until the end of the eligibility period. After one (1) year of service and on an on-going basis, all part time employees are eligible to join the part time benefits plan must maintain an average of fifteen (15) hours of work per week over a period of twenty-six (26) weeks (as calculated by the nearest period of twenty-six (26) full weeks between January 1st and June 30th or between July 1st and December 31st). All active members of the part time benefits plan must maintain an average of fifteen (15) hours of work per week over each eligibility period in order to maintain their membership in the part time benefits plan on an ongoing basis. March of Dimes Canada will pay one hundred percent (100%) of the monthly premiums for both single and family part time coverage.

23.06 Employee claims for benefits are subject to the conditions established by the insurance companies, subject to appeal by the employee.

23.07 **Pension**

All Full time Employees covered by this agreement are entitled to participate in the Employer's retirement pension plan after a one (1) year waiting period from their date of hire. Employees are vested as of enrolment in the pension plan. At age thirty-five (35) participation in the pension plan for full time Employees becomes mandatory.

All part time employees are entitled to participate after two (2) consecutive years of earning over thirty-five percent (35%) of the Yearly Maximum Pensionable Earnings (YMPE) or seven hundred (700) hours of work. If a part time employee chooses to enrol in the pension plan at a date after their original eligibility date, they need to notify the Payroll Department of their desire to enrol in the plan.

The Employees level of contribution is three and one-half percent (3½%) of earnings up to the YMPE and five percent (5%) of the remaining portion, if any.

The Employer will match the Employee's contributions.

The pension plan is governed and administered according to the plan text.

ARTICLE 24- TRAINING AND DEVELOPMENT

- 24.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.
- 24.02 When Employees are required to attend training sessions by the Employer, time spent by Employees in attendance, if off site, shall be deemed time worked, and paid at the appropriate rate.
- 24.03 The Employer and Employees will endeavour to find time to enable each Employee in the bargaining unit to participate in professional development.
- 24.04 All Employees shall be paid at their straight time hourly rate for attending staff meetings or in-service training meetings where their attendance is required by the Employer. The Employer will endeavour to hold meetings at time convenient to the Employees and **clients** involved.
- 24.05 The Employer will schedule and provide training for the re-certification of CPR and first aid. Time required for this training shall be deemed time worked.
- 24.06 The parties agree that staff shall be paid for the time in attendance at training or their regular scheduled hours for the day whichever is greater.

ARTICLE 25 - LEAVES OF ABSENCE

- 25.01 A leave of absence is an authorization for an Employee to be absent from work for a defined period of time, which has been approved in advance by the Employer.
- 25.02 A leave of absence without pay may be granted by the Employer. Requests for such leave shall be made in writing to the **Regional Director**, stating the reason for such request and the proposed duration. The reasonable concerns of the business shall be taken into consideration when the Manager determines a leave shall be granted. Approval will not be unreasonably denied. When a leave of absence is greater than one (1) month, if the Employee wishes to continue their benefits coverage, they must pay the full amount of all the premiums. For leaves of less than one (1) month, the employee would have to pay their share of the premiums, if any.
- 25.03 **Emergency Leave/Family Medical Leave**
- Employees are entitled to Emergency Leave/Family Medical Leave as reflected by the provisions of the Employment Standards Act. In all cases of dispute and where the Act as amended from time to time is superior, the provisions of the Act will prevail.

25.04 **Bereavement Leave**

- a) In the event of a death of an Employee's spouse or (same sex partner), parent, step-parent, foster-parent, child, step-child or foster child, brother or sister, grandparent, or grandchild of the Employee shall be allowed up to five (5) consecutive scheduled working days' absence in conjunction with the day of the funeral without loss of pay.
- b) In the event of a death in the immediate family of an Employee, the Employee shall be allowed up to three (3) consecutive scheduled working days' absence in conjunction with the funeral, without loss of pay. "Immediate family" shall be defined to include:
- A step-grandparent or step-grandchild of the Employee; Employee's spouse or Employee's same sex partner;
 - A father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law;
 - The spouse or same sex partner of an Employee's child; and
 - A relative of the Employee who is dependent on the Employee for care and assistance.
- c) The Employer reserves the right to require an employee to provide evidence, such as a photocopy of the death certificate, obituary, burial certificate or other confirmation, of the need for bereavement leave.

25.05 If the Employee requires additional time off, related to bereavement, **they** may arrange with **their** Supervisor for vacation, lieu time or leave without pay.

25.06 If an Employee is bereaved of a member of **their** family (as specified in Article 25.04 while being on paid sick leave, the Employee shall revert from sick leave to the bereavement benefit.

25.07 **Pregnancy/Parental and Adoption Leave**

- a) Provided an Employee has at least thirteen (13) weeks service, the Employer shall grant a pregnancy leave of seventeen (17) weeks and parental leave of sixty-one (61), without pay, at the written request of the Employee. The Employee will make the request with as much notice as possible prior to the commencement of the leave. During such leave, seniority for all purposes shall continue to accrue. The Employer may request a certificate from a legally qualified medical practitioner stating the expected birth date.
- b) The Employee shall confirm **their** intention of the date **they** intend to return to work when making **their** written notice for leave.

- c) The Employer will continue to pay their share of the costs of all of the Employees benefits during the period of this leave provided the Employee continues to pay **their** share (if any) of the costs of the benefits.
- d) If an approved leave is less seventy-eight (78) weeks the Employee may ask for an extension to **their** leave, providing at least two (2) weeks notice to the Employer, to extend **their** leave up to a maximum of seventy-eight (78) weeks in total.
- e) On return from pregnancy and parental leave, the Employee will be placed in the position the Employee most recently held with the Employer if it still exists. If the position no longer exists or there has been a layoff such that the Employee no longer has sufficient seniority to hold the position the Employee shall be entitled to exercise **their** seniority rights pursuant to Article 12.
- f) For the purpose of adoption leave this article shall be adapted to facilitate adoptive parents with the following additions:
 - The adoptive parent shall notify the Employer as far in advance as possible of confirmation of the pending adoption.
 - Where leave of a greater duration is recommended by the adoption agency, such leave may be requested as miscellaneous leave.

25.08 **Leaves for Union Activities**

Duly appointed delegates shall be granted leave of absence with pay to attend conventions, seminars and schools of the Union. Any leave under this clause shall not exceed two (2) Employees per work site for a maximum of eighteen (18) working days per year. Requests for such leave shall be sent to the Employee's Supervisor/Manager or their designates. Request shall be submitted with a minimum of five (5) business days and/or as much notice as possible. Employees who are on leave for arbitration, conventions, seminars and schools, shall be paid their regular wages and benefits. The Employer shall give consideration of requests for up to two additional days off, in view of staffing and scheduling obligations. The Employer shall be reimbursed by the Union for such costs.

25.09 The Employer shall grant leave of absence to an Employee while **they** are required by the court to serve as a juror or court witness. The Employer shall pay such an Employee the difference between **their** normal earnings and the payment **they** receive for jury or a court witness, exceeding payment for travelling, meals, or other expenses. The Employee will present proof of service and must sign over their court earning to March of Dimes Canada.

ARTICLE 26 - PAY DAYS

26.01 Pay Days

The Employer shall pay salaries and wages twice monthly on the 10th and the 25th of each month by direct deposit in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of **their** wages, overtime, and other supplementary pay and deductions.

26.02 Where an Employee notifies the Program Manager of an error by the Employer on **their** pay cheque, then the Employer shall correct the error as expeditiously as possible, within three (3) working days of receiving notification of the error. Where the error is greater than fifty dollars (\$50.00), a separate cheque shall be issued to the Employee. Where the error is smaller than fifty dollars (\$50.00), the Employer may add the amount to the Employee's next pay cheque.

26.03 When an Employee is temporarily transferred to perform the duties of a higher rated position, the Employee will continue to receive the pay for their position unless such transfer is four (4) hours or more in duration. If the transfer is four (4) hours or more in duration, then the Employee shall be paid the job rate for such higher position for all of the time so worked.

26.04 Where an Employee is transferred to a lower paying position, their rate of pay shall not be reduced unless the transfer is made pursuant to the job posting provisions of this agreement.

ARTICLE 27- JOB CLASSIFICATIONS AND RE-CLASSIFICATIONS

27.01 When new positions are created, the Employer will advise the Union in advance of the nature of the position and the proposed salary rate and, if the Union is not satisfied with the wage rate, the Union shall notify the Regional Director within thirty (30) days of notification of the new rates and negotiations of the rates shall commence. Failing settlement on the rates, the dispute shall be submitted to binding arbitration and such new or changed classification and wage rate shall become part of this agreement.

27.02 The Employer is able to hire a new employee on any step of the wage grid for any position. However, if the Employer hires a new employee at a wage rate higher than the start rate, all the other active employees in that position would move to at least that rate on their pay period.

Employees on probation would only move to the new rate on their next pay period following the successful passing of their probationary period.

Employees who are on any type of leave of absence would only move to the new rate on their next pay period following the date that they returned to full duties.

ARTICLE 28 - TECHNOLOGICAL CHANGE/RESTRUCTURING

- 28.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes or restructuring which the Employer has decided to introduce which will significantly change the status or working conditions of Employees within the bargaining unit.
- 28.02 Where new or greater skills are required as a result of the introduction of technological change, Employees shall be given a period of training to acquire the skills necessary for the new method of operation. There shall be no reduction in normal earnings during the training period of any such Employee. Training shall be given during the hours of work whenever possible.
- 28.03 The Employer shall advise the Union at least sixty (60) days where possible and in any event, not less than thirty (30) days in advance of any contemplated shutdown of operations that will affect the Employees. Such notice shall be in writing and indicate the reason for the action.
- 28.04 The Union and the Employer will meet immediately to discuss the contemplated shutdown with a view to providing a solution to the problem or jobs for the Employees involved.

ARTICLE 29- MERGER AND AMALGAMATIONS

- 29.01 In the event the Employer merges or amalgamates with any other body, the Employer will make its best effort in undertaking to ensure that:
- a) Employees shall be credited with their seniority with the new Employer.
 - b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
 - c) All work and services presently performed by bargaining unit members shall continue to be performed by the members with the new Employer.
 - d) Conditions of employment and wage rates will be maintained.
 - e) Employees shall not suffer a loss of employment as a result of merger.
 - f) Preference in location of employment with the new Employer shall be on the basis of seniority, subject to the Employee's ability to meet the normal requirements of the job after a familiarization period of fifteen (15) days.

ARTICLE 30 - GENERAL

30.01 Bulletin Board

The Union shall have the use of a bulletin board on the Employer's premises for the purpose of posting notices regarding meetings and other matters of Union business. Such notices must be approved by the Union Local President or Unit Steward and by the Employer prior to being posted.

30.02 Filing Cabinet

The Employer shall provide the Union with a locked filing cabinet for its use of storage of Union records.

30.03 The Employer shall provide and maintain in appropriate quantities, first aid supplies for all Employees at each program location.

ARTICLE 31 - COPIES OF AGREEMENT

31.01 The Employer and the Union desire all parties to be familiar with the provisions of this agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing sufficient copies of this agreement to all parties. The Union shall distribute copies of the Collective Agreement to the members of the bargaining unit.


ARTICLE 32 - DURATION

32.01 This Collective Agreement shall be binding and remain in effect from April 1st, **2022** to March 31st **2025**, and shall continue from year to year thereafter unless either party gives notice in writing that it desires its termination or amendment.

32.02 Either party desiring to propose changes to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party, and a meeting shall be held at which time the parties will commence negotiations on the proposed amendments and/or terms of a new agreement.

Signed this 27th day of June 2024.


**Signed on behalf of
March of Dimes Canada Whitby**



Maria Colalillo (Sep 12, 2024 14:11 EDT)

Maria Colalillo, Labour Relations

**Signed on behalf of
CUPE and its Local 4812-01**



Blair Greenwood (Sep 16, 2024 11:52 EDT)

Blair Greenwood, President



Jeff Van Pelt (Sep 16, 2024 11:59 EDT)

Jeff Van Pelt, National Representative

SCHEDULE "A" - WAGES

		April 1, 2022 (1.5%)	April 1, 2023 (1.5%)	April 1, 2024 (1.5%)
Support Service Attendant	Start	\$17.17	\$17.43	\$17.69
	Year 1	\$17.69	\$17.96	\$18.23
	Year 2	\$18.46	\$18.74	\$19.02
	Year 3	\$19.24	\$19.53	\$19.83
	Year 4	\$20.05	\$20.35	\$20.65

SCHEDULE "B"

MARCH OF DIMES CANADA

SUMMARY OF FULL TIME BENEFITS

= same coverage as basic plan

LIFE BENEFIT	BASIC	OPTION 1	OPTION 2
Basic Life Insurance	1 x annual earnings, rounded to the next higher \$ 1,000 if not already a multiple of \$1,000, up to a maximum of \$100,000	2 x annual earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, up to a maximum of \$100,000	2 x annual earnings, rounded to the next higher \$1,000 if not already a multiple of \$1,000, up to a maximum of \$100,000
Optional Employee Life Insurance (Employee paid premiums)	You can apply for Optional Life in units of \$10,000, up to a maximum of 25 units (\$250,000). The insurer requires evidence of your insurability for the full amount of this coverage.	✓	✓
Accidental Death and Dismemberment Insurance	An additional amount equal to the Basic Life Insurance benefit will be paid in the event of accidental death.	✓	✓
SHORT TERM DISABILITY BENEFIT	BASIC	OPTION 1	OPTION 2
Short Term Disability Benefit	66.67% of weekly earnings based upon a 5-day work week.	✓	✓
Qualifying Disability Period	Benefits begin on the later of 5 consecutive working days, excluding vacation hours, or expiration of grandfathered sick pay credits accumulated prior to January 1, 1989.	✓	✓
Definition of Disability	Wholly disabled shall mean such complete incapacity resulting from a medically determinable impairment, supported by objective medical findings, such as laboratory or x-ray examination results, which prevents you from performing your regular occupation/employment.		
Duration of Benefit	The maximum duration of benefits is 130 working days, including paid sick days, grandfathered sick pay credits and approved accrued compensatory time off (CTO).	✓	✓

LONG TERM DISABILITY	BASIC	OPTION 1	OPTION 2
Monthly Benefit	60% of monthly earnings, subject to a maximum benefit of \$3,000 per month	70% of monthly earnings, subject to a maximum benefit of \$4,000 per month.	70% of monthly earnings, subject to a maximum benefit of \$6,000 per month.
No-evidence Limit	\$3,000 per month	\$4,000 per month	\$6,000 per month
Qualifying Disability Period	the greater of the expiration of the Short-Term Disability benefit, or 180 consecutive days prior to age 65	✓	✓
Maximum Disability Period	to age 65	✓	✓
All Source Maximum	66.67% of pre-disability earnings or \$3,000, whichever is less	70% of pre-disability earnings or \$4,000, whichever is less	70% of pre-disability earnings or \$6,000, whichever is less
Partial Disability All Source Maximum	100% of pre-disability earnings or \$3,000, whichever is less	100% of pre-disability earnings or \$4,000, whichever is less	100% of pre-disability earnings or \$6,000, whichever is less
Rehabilitation	Benefit payment is reduced by 50% of rehabilitation income, and income from all sources cannot exceed 100% of pre-disability earnings.	✓	✓
Definition of Disability	Totally Disabled, shall mean you are incapacitated to the extent that you cannot perform any and every duty of any occupation or employment for which you are reasonably qualified by education, training or experience. Such incapacity must result from a medically determinable physical or mental impairment.	Totally Disabled, for the first 24 consecutive months of benefit payment, shall mean you are incapacitated to the extent that you cannot perform any and every duty of your occupation or employment. After such 24 months, Totally Disabled shall mean you are incapacitated to the extent you cannot perform any and every duty of any occupation or employment for which you are reasonably qualified by education, training or experience. Such incapacity must result from a	Totally Disabled, for the first 24 consecutive months of benefit payment, shall mean you are incapacitated to the extent that you cannot perform any and every duty of your occupation or employment. After such 24 months, Totally Disabled shall mean you are incapacitated to the extent you cannot perform any and every duty of any occupation or employment for which you are reasonably qualified by education, training or experience. Such incapacity must result from a

		medically determinable physical or mental impairment.	medically determinable physical or mental impairment.
Taxability	Since your Employer pays the premium for this benefit, the benefits you receive are taxed.	✓	✓
SUPPLEMENTARY HEALTH	BASIC	OPTION 1	OPTION 2
Deductible Amount: Individual/ Family	\$25 per year/ \$50 per year	✓	No Deductible
Expenses Subject to Deductible Amount	All eligible expenses excluding Preferred Accommodation in a Canadian Hospital, Outpatient Expense and Drugs.	All eligible expenses excluding Preferred Accommodation in a Canadian Hospital, Out-patient Expense, Out of Canada Hospital and Drugs.	N/A
Percentage (Co-Insurance)	100% for all eligible expenses (Note: Outside Canada coverage is not available.)	80% for eligible expenses for referral treatment received outside Canada. 100% for all other eligible expenses in Canada.	80% for eligible expenses for referral treatment received outside Canada. 100% for all other eligible expenses in Canada.
Lifetime Maximum Amount	\$50,000 per person	Unlimited for eligible expenses incurred inside Canada \$25,000 per person for Outside Canada Referral, including a maximum of \$1,000 per confinement for hospital services and supplies furnished during hospitalization for medically necessary treatment which is unavailable in Canada.	Unlimited for eligible expenses incurred inside Canada \$25,000 per person for Outside Canada Referral, including a maximum of \$1,000 per confinement for hospital services and supplies furnished during hospitalization for medically necessary treatment which is unavailable in Canada.
Calendar Year Maximum Benefit	Unlimited (internal minimums per individual for some services are highlighted in the benefit details)	✓	✓
Drugs	Prescription drugs required by law. Fertility drugs and smoking cessation products are excluded under this plan. Dispensing fee cap of \$9.99/prescription	Prescription drugs required by law. Fertility treatment is included, subject to a lifetime maximum benefit of \$2,500 per	Prescription drugs required by law. Fertility treatment is included, subject to a lifetime maximum benefit of \$2,500 per

		person. Smoking cessation products are excluded under this plan. Dispensing fee cap of \$9.99/prescription	person. Smoking cessation products are excluded under this plan. Dispensing fee cap of \$9.99/prescription
Ambulance	Local ambulance - unlimited. Emergency transportation by air, subject to a maximum benefit equal to economy airfare for the insured and, if medically required, a medical attendant.	✓	✓
Preferred Hospital	Semi-private accommodation.	✓	Private accommodation.
Convalescent Care Facility	Semi-private accommodation for 180 days for each period of disability.	✓	✓
*Note	Effective March 23 rd , 2013 a Physicians statement is required for all paramedical services	Effective March 23 rd , 2013 a Physicians statement is required for all paramedical services	Effective March 23 rd , 2013 a Physicians statement is required for all paramedical services
Naturopath, Podiatrist, Masseur, Speech Therapist, Osteopath, Psychologist	Limited to a maximum benefit of \$100 per calendar year per type of therapy. Podiatrist coverage effective after annual OHIP maximum has been reached.	Limited to a maximum benefit of \$300 per calendar year per type of therapy. Podiatrist coverage effective after annual OHIP maximum has been reached.	Limited to a maximum benefit of \$300 per calendar year per type of therapy. Podiatrist coverage effective after annual OHIP maximum has been reached.

SUPPLEMENTARY HEALTH	BASIC	OPTION 1	OPTION 2
Chiropractor	Limited to \$10 per visit, and a maximum benefit of \$250 per calendar year X-rays are covered, up to a maximum benefit of \$20 per calendar year per practitioner.	Limited to \$10 per visit, and a maximum benefit of \$450 per calendar year. ✓	to \$10 per visit, and a maximum benefit of \$450 per calendar year. ✓
Private Duty Nursing	Limited to an overall maximum benefit of \$10,000 in any calendar year.	✓	✓
Orthopaedic Shoes	Limited to a maximum benefit of \$200 per shoe and an overall maximum benefit of \$400 in any calendar year.	✓	✓
Physiotherapist	Annual maximum benefit of \$750 per calendar year.	✓	✓
Hearing Aids	Limited to a maximum benefit of \$500 per person in any 36 consecutive months (Including replacement).	✓	✓
Lab Tests and X-rays	Laboratory tests and x-rays not covered by any provincial government plan, up to a maximum benefit of \$500 per calendar year per person.	✓	✓
Accidental Dental	Necessary dental treatment required as a result of an accidental injury. Dental treatment must be completed within 90 days of the accident.	✓	✓
Durable Medical Equipment	Rental (or, purchase at the option of Sun Life) of a wheelchair, hospital bed or oxygen equipment.	✓	✓
Medical Aids and Prostheses	Rental (or, purchase at the option of Sun Life) of braces, crutches and purchase" r prostheses	✓	✓
Diabetic Supplies	Diabetic preparations and supplies	✓	✓
Inside Canada Referral (non-emergency basis)	Reasonable and customary charges for semi-private hospital accommodation, physician services, and hospital supplies and services.	✓	Reasonable and customary charges for private hospital accommodation, physician services, and hospital supplies and services.

SUPPLEMENTARY HEALTH	BASIC	OPTION 1	OPTION 2
Outside Canada Referral	Not covered	Charges for accommodation in hospital limited to: \$5 per day for referral treatment which is available in Canada. \$45 per day for a maximum of 70 days upon referral for treatment unavailable in Canada	Charges for accommodation in hospital limited to: \$5 per day for referral treatment which is available in Canada. \$45 per day for a maximum of 70 days upon referral for treatment unavailable in Canada
Vision Care	Not covered	Eyeglasses or contact lenses or laser eye surgery limited to a maximum benefit of \$200 per person in any period of 24 consecutive months. Medically required contact lenses limited to a maximum benefit of \$200 in any 24 consecutive months	Eyeglasses or contact lenses or laser eye surgery limited to a maximum benefit of \$200 per person in any period of 24 consecutive months. Medically required contact lenses limited to a maximum benefit of \$200 in any 24 consecutive months.
Eye exams	Limited to one eye exam at \$50 in any 24 months for adults age 20 to 64.	✓	✓
Survivors' Coverage	Following your death, coverage continues without premium for your insured dependents for up to 12 months.	✓	✓

SCHEDULE "C"

MARCH OF DIMES CANADA

SUMMARY OF CUPE PART-TIME BENEFITS

SUPPLEMENTARY HEALTH	PRESCRIPTION DRUGS ONLY (Please review details of Drug coverage in Benefits Booklet available from your local administrator)
Deductible Amount: Individual/ Family	No deductible
Percentage	100% for all eligible expenses (Note: Outside Canada coverage is not available.)
Lifetime Maximum Amount	\$50,000 per person
Drugs	Prescription drugs required by law. Fertility drugs and smoking cessation products are excluded under this plan. Dispensing fee cap of \$9.99/prescription
Diabetic Supplies	Diabetic preparations and supplies

DENTAL	BASIC (Please review details of Basic Dental coverage in Benefits Booklet available from your local administrator)										
Deductible Amount: Individual Family	\$25 per year \$50 per year										
Percentage (Coinsurance)	80% for Preventative and Basic 50% for Major Services										
Individual Calendar Year Maximum Benefit	<p>During the first calendar year an individual is insured under this coverage, the calendar year maximum is determined as follows:</p> <table border="1"> <thead> <tr> <th><u>Date Insurance became effective</u></th> <th><u>First Calendar Year Maximum</u></th> </tr> </thead> <tbody> <tr> <td>Jan 1st-March 31st</td> <td>\$1,300</td> </tr> <tr> <td>Apr 1st-June 30'h</td> <td>\$975</td> </tr> <tr> <td>July 151 - Sep 30th</td> <td>\$650</td> </tr> <tr> <td>Oct 5st - Dec 31st</td> <td>\$325</td> </tr> </tbody> </table> <p>During the second and subsequent calendar years an individual is insured under this coverage, the calendar year maximum is \$1,300.</p>	<u>Date Insurance became effective</u>	<u>First Calendar Year Maximum</u>	Jan 1st-March 31st	\$1,300	Apr 1st-June 30'h	\$975	July 151 - Sep 30th	\$650	Oct 5st - Dec 31st	\$325
<u>Date Insurance became effective</u>	<u>First Calendar Year Maximum</u>										
Jan 1st-March 31st	\$1,300										
Apr 1st-June 30'h	\$975										
July 151 - Sep 30th	\$650										
Oct 5st - Dec 31st	\$325										
Orthodontics	Not covered										

Pre-determination	Carrier must be sent an estimate before the work is done, for any major treatment or any procedure that will cost more than \$300. Carrier will advise how much of the planned treatment is covered.
Fee Guide	The Fee Guide for the province where the service is rendered in effect one year prior to the date treatment is rendered.
Preventative and Basic	<p>Diagnostics</p> <ul style="list-style-type: none"> • Oral examinations (1 every 9 consecutive months) • Complete oral exam and diagnosis (1 every 24 consecutive months) • X-rays: single diagnostic x-rays; complete series or equivalent (1 every 24 consecutive months) • Study casts (once per year) • Consultations <p>Preventive</p> <ul style="list-style-type: none"> • 1 unit of polishing every 9 consecutive months. Unit of time = 15 minutes. • Scaling, topical fluoride • Passive space maintainers (for dependent children) <p>Basic Restorative</p> <ul style="list-style-type: none"> • fillings, stainless steel crowns, • extractions, anaesthesia, endodontics (including root canal), periodontics (treatment of the gums), oral surgery • repair, relining and rebasing of dentures.
Major Services	<ul style="list-style-type: none"> • Removable prosthetic devices (initial installation, and replacement of dentures only after 12months of coverage and for dentures which are 5 years old and no longer serviceable) • Extensive restorative dentistry • Fixed prosthetic devices (initial installation, and replacement of fixed prosthetic

Please review the Drug coverage and Basic Dental coverage details in the Benefits Booklet available from your local administrator.

LETTER OF UNDERSTANDING

Between
March of Dimes Canada
(Hereinafter referred to as "the Employer")
And
Canadian Union of Public Employees
and its local 4812-01 - March of Dimes Canada (Whitby)
(Hereinafter referred to as "the Union")

Re: HEALTH & SAFETY


The Employer shall make reasonable provisions for the safety and health of its Employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.

Specific to reasonable measures implemented by the Employer, no attendant shall be required to:

- a) Perform a manual lift on a non-weight-bearing **client** or any lifts where the attendant bears more than forty (40) pounds.
- b) Provide assistance in support of a **client's** engagement in sexual activity if the attendant does not wish to do so.
- c) Provide services to **clients**, which include assistance in administration to medical marijuana. The Attendant may refuse to enter the **client's** premises or may vacate the premises where the reasons for the refusal are based on the staff member's concern for their own health and safety relating to second-hand marijuana smoke.
- d) Administer controlled substance contrary to physician orders.
- e) Provide pet care or assistance with pet care/cleanup.

Signed this 27th day of June 2024.


**Signed on behalf of
March of Dimes Canada Whitby**



Maria Colalillo (Sep 12, 2024 14:11 EDT)


Maria Colalillo, Labour Relations

**Signed on behalf of
CUPE and its Local 4812-01**



Blair Greenwood (Sep 16, 2024 11:52 EDT)

Blair Greenwood, President



Jeff Van Pelt (Sep 16, 2024 11:59 EDT)

Jeff Van Pelt, National Representative

LETTER OF UNDERSTANDING

Between

March of Dimes Canada
(Hereinafter referred to as "the Employer")

And


Canadian Union of Public Employees
and its local 4812-01 - March of Dimes Canada (Whitby)
(Hereinafter referred to as "the Union")

Re: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Bargaining unit employees are able to make use of the Employer's Employee Assistance Program (EAP) based on the same terms and conditions as the non-unionized employees of March of Dimes Canada. All changes the Employer makes to the EAP for the non-unionized employees will also impact the employees of this bargaining unit. The Employer can decide to stop the EAP at any time without any notice.

Signed this 27th day of June 2024.


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Between

March of Dimes Canada
(Hereinafter referred to as "the Employer")

And

Canadian Union of Public Employees
and its local 4812-01 - March of Dimes Canada (Whitby)
(Hereinafter referred to as "the Union")

Re: SCHEDULING

Whereas the Employer is beginning a review of its scheduling practices across all of its operations in order to ensure it is meeting client needs and the requirements in its funding agreements;

And whereas the Employer will welcome the input of its Employees during this review;

Therefore the Employer and the Union (the "Parties") agree as follows:

The Parties agree to the creation of a Scheduling Committee which shall consist of two (2) Employer representatives and two (2) Union appointed representatives, or such other greater number as may be agreed between the Parties. At least one of the Union representatives must be a part-time employee.


The Scheduling Committee shall review current employee scheduling practices and discuss potential changes to the current procedures that balance the interests of employees with operational requirements and client needs. Upon reaching consensus, the Scheduling Committee may make recommendations to the Employer regarding changes to employee scheduling that align with the provisions of the Collective Agreement. The Employer shall consider all such recommendations in good faith. In addition to the foregoing, should mutually acceptable changes be identified, the Parties may enter into a written agreement for employee scheduling that may contain provisions that differ from the provisions of the Collective Agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Any representative(s) attending such meetings who are not scheduled will be compensated for hours spent as a result of such attendance.

This letter shall be in effect for the term of this Collective Agreement.

Signed this 27th day of June 2024.


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Maria Colalillo (Sep 12, 2024 14:11 EDT)

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Blair Greenwood (Sep 16, 2024 11:52 EDT)

Blair Greenwood, President



Jeff Van Pelt (Sep 16, 2024 11:59 EDT)

Jeff Van Pelt, National Representative

LETTER OF UNDERSTANDING

between
March of Dimes Canada
(Hereinafter referred to as "the Employer")
and
Canadian Union of Public Employees
and its local 4812-00 March of Dimes Canada (Oshawa)
(Hereinafter referred to as "the Union")

Re: PAY DAYS

Whereas Article 26.01 of the collective agreement between the Employer and the Union (the "Parties") which expires on March 21, 2022 (the "Collective Agreement") states that "The Employer shall pay salaries and wages twice monthly on the 10th and the 25th of each month...;"

And whereas the Union proposed amending that Article in the round of bargaining for the renewal of the Collective Agreement;

And whereas the Employer is unable to agree to the proposed amendments as its payroll system does not allow for pay to be made bi-weekly;


Therefore the Parties agree as follows:

In the event that the Employer changes its payroll system such that it is able, and in fact does, move to bi-weekly pays for all of March of Dimes of Canada, the Parties agree that the current Article 26.01 will automatically be amended to allow for such bi-weekly pay without the need of the Parties to meet to negotiate such an amendment. With thirty (30) calendar days notice to employees and the Union the language shall read:

The Employer shall pay salaries and wages on a bi-weekly basis by direct deposit in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

Signed this 27th day of June 2024.


**Signed on behalf of
March of Dimes Canada Whitby**



Maria Colalillo (Sep 12, 2024 14:11 EDT)

Maria Colalillo, Labour Relations

**Signed on behalf of
CUPE and its Local 4812-01**



Blair Greenwood (Sep 16, 2024 11:52 EDT)

Blair Greenwood, President



Jeff Van Pelt (Sep 16, 2024 11:59 EDT)

Jeff Van Pelt, National Representative

MEMORANDUM OF AGREEMENT

Between

March of Dimes Canada
(Hereinafter referred to as "the Employer")

And


Canadian Union of Public Employees
and its local 4812-01 - March of Dimes Canada (Whitby)
(Hereinafter referred to as "the Union")

Re: SCHEDULE A WAGES FUNDING

In the event that MODC receives new funding or increased base funding from Ontario Health or any other government agency or provincial Ministry for the enhancement of wages for employees covered by the terms of this agreement, the parties will meet to discuss the amounts and timing of wage improvements. Such meeting(s) will be regarded as a re-opening of the Collective Agreement for the negotiation of wages discussions only, during the current term.

Signed this 27th day of June 2024.


**Signed on behalf of
March of Dimes Canada Whitby**



Maria Colalillo (Sep 12, 2024 14:11 EDT)

Maria Colalillo, Labour Relations

**Signed on behalf of
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