

COLLECTIVE AGREEMENT

Between



MARCH OF DIMES

– OAKVILLE

(hereinafter referred to as “the Employer”)

AND

CUPE-SCFP

*Canadian Union of Public Employees
Syndicat canadien de la fonction publique*

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL 5527

(hereinafter referred to as “the Union”)

April 1, 2023, to March 31, 2026

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ARTICLE 1 – Purpose

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.
- 1.02** It is Recognized that the employees will work co-operatively with the Employer to secure the optimum level of care and service for the consumers in accordance with March of Dimes Canada's stated mission and philosophy of care.

ARTICLE 2 – Recognition

- 2.01** The Employer recognizes the Union as the bargaining agent of all employees of the March of Dimes Canada in the Town of Oakville, save and except persons in the rank of Community Support Leader and above, and office and clerical staff.
- 2.02 No Contracting Out**
There will be no contracting out of work performed by employees in the bargaining unit if as a result of such contracting out, a reduction in hours of work or layoff of a bargaining unit employee occurs.
- 2.03 Working of the Bargaining Unit**
Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement except as a result of urgent or emergency conditions where the assistance of a CSL is required.

ARTICLE 3 – No Discrimination or Harassment

- 3.01** The Employer, employees and the Union will conduct their affairs in accordance with the Ontario Human Rights Code and accordingly agree that there shall be no discrimination, harassment, restraint, intimidation or coercion practiced or permitted by the Employer or the Union or any of their representatives or members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex/gender identity, gender expression, sexual orientation, age, marital status, family status, record of offences or disability.

3.02 Duty to Accommodate

The Employer and the Union acknowledge that the accommodation of employees pursuant to the Ontario *Human Rights Code* is a shared responsibility between the Employer, the Union and the Employee seeking accommodation.

3.03 Psychological Harassment/Bullying

The Employer and the Local Union shall cooperate to the fullest extent possible to ensure the workplace is free from bullying/psychological harassment.

3.04 All references to “spouse” in this Agreement shall include common-law and/or same sex partners.

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. Determines, 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.

ARTICLE 5 – Dues Deduction

- 5.01** The Employer shall deduct from each employee, from the commencement of employment, an amount equal to Union dues as set by the Canadian Union of Public Employees and its Local 5527 and voted upon by the membership at a membership meeting. The Local Executive will inform the Employer of any changes to Union Dues. The Employer is also authorized to deduct any administration dues owed to the Union by an employee upon hire. The total amount of dues paid annually by an employee shall be indicated on an employee's T4 slip.
- 5.02** The total amount(s) deducted on behalf of the Union will be remitted by the Employer to the Union by no later than the twenty fifth (25th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each. The Employer will endeavour to submit the deductions prior to the twenty fifth (25th) day where reasonably possible.
- 5.03** 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.
- 5.04** The Employer shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
- a. First, middle, and last name;
 - b. Rate of hourly pay;
 - c. Any hourly premiums;
 - d. Gross earnings;
 - e. Total regular and overtime hours worked in the month for which such deductions are made;
 - f. Dues deducted and remitted on behalf of the employee as may be prescribed by the Union;
 - g. Contributions on behalf of the employees and any deductions from and remitted for an employee as may be prescribed by this Agreement;
 - h. Social Insurance Number, and;
 - i. Date of birth

5.05 When the Employer hires a new employee, the Employer shall also include on the next remittance, the following information:

- a. Complete mailing address;
- b. E-mail address;
- c. Primary telephone number;
- d. Date of hire;
- e. Classification (Article 20.03)

5.06 The Employer shall also record on a remittance any of the following changes in employment status:

- a. Change in classification; or
- b. Job end date (for temporary, or permanent separation)

5.07 The Employer will not discriminate against employees because of Union membership and it will inform all new employees that their terms and conditions of employment are governed by this Collective Agreement.

ARTICLE 6 – Union Representation

6.01 For the purposes of representing its members, the Union shall function and be recognized as follows:

a. Union Executive

The Employer agrees to recognize four (4) Local Union Executive Members elected or appointed from among the employees in the bargaining unit. Efforts will be made to have, at minimum, one (1) Local Executive Member from the outreach program.

The duty of the Local Executive shall be to represent the employee(s) and to process grievances as outlined in the grievance procedure of this Agreement. The Employer will notify the employee(s) of their right to be represented by the Union in advance of a disciplinary or an investigation meeting which may be held to discipline for that employee.

The Union acknowledges that the Local Executive have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. Such permission shall not be withheld unreasonably.

A new employee will have the opportunity to meet with a Local Executive Member for a period of up to fifteen (15) minutes without loss of regular earnings, at a mutually agreed time and location to be arranged between the Employer and the Local Executive Member.

b. Bargaining Committee

The Employer agrees to recognize a Bargaining Committee comprised of up to three (3) employees and one (1) alternative who shall be elected or appointed from amongst the employees in the bargaining unit plus the CUPE National Union Representative for the purpose of negotiating this Agreement or its renewal. For greater clarity, the alternative shall only attend collective bargaining to replace one (1) of the other employees on the committee who is unable to attend. The Union will endeavor to elect one (1) part-time member to the committee. With advance notice, the Union, or the Employer may include a specialist for a particular topic for negotiations. Furthermore, with advance notice, the CUPE National Representative may invite their CUPE coordinator or Assistant Regional Director to bargaining.

The immediate supervisor shall be given seven (7) days' notice of requests for leave to attend Union Bargaining Team caucuses.

Employees serving on the Bargaining Committee shall not lose regular earnings for time spent attending negotiations up to and including Conciliation.

6.02 The Union agrees to notify the Employer, in writing, of the names of its Local Executive Members and Bargaining Committee members, and the effective dates of their appointments. The Employer shall not be required to recognize a Local Executive Members or Bargaining Committee member until such notice is received.

6.03 Meetings

Local Executive Members shall not lose regular earnings for time spent attending meetings as required by the Employer during their regular work hours. Local Executive Members shall be paid for any Employer requested meeting outside of their regular work hours where the Local Executive Member agrees to attend.

A grievor, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union, who attends such a meeting during or in conjunction with their scheduled working hours, shall be paid at their regular earnings for the period of time required to attend the meeting.

6.04 Labour Management Committee

The parties agree to establish an active Labour Management Committee, consisting of the Local Executive Members, the CUPE National Representative, and such Employer representatives as the Employer may deem appropriate. The committee shall meet upon request of either party, at mutually agreed time and place. Local Executive Members attending this meeting while not on shift shall be paid for time spent in the meetings rounded up to the nearest half hour.

Meetings shall be scheduled on a quarterly basis, in advance, but either party is able to request for a special meeting of the Labour Management Committee in regard to an issue of significance to the bargaining unit. Each party shall notify the other party of proposed agenda items no later than one (1) week in advance of the meeting.

The parties agree that the purpose of the Labour Management Committee includes, but shall not be limited to:

- a. Improving relations and communication between the Employer and the Union.
- b. Receiving and reviewing suggestions and/or questions from the Employer, the Union, or employees.
- c. Attempting to correct and prevent situations and conditions that may lead to grievances and conflict.

6.05 Union 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. The Posting of union meeting notices and seniority lists will not require Employer approvals.

- 6.06** The Union shall be allowed to hold Union meetings on the Employer's premise provided space is available. 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.

6.07 The Union agrees that there will be no solicitation for membership or other union activities on the Employer's premises or use of the Employer's equipment, resources, materials, and facilities at any time except with the permission of the Agency or as specifically provided in this Agreement.

6.08 Copies of the Agreement

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 and distributing sufficient copies of this Agreement to all parties. The Employer will provide a copy of the current Collective Agreement to all new bargaining unit members.

ARTICLE 7 – Occupational Health and Safety

7.01 The Employer agrees to establish and maintain one Joint Health and Safety Committee in accordance with the provisions of the *Occupational Health and Safety Act*. Employees serving on the Committee shall not lose regular earnings for time spent attending meetings of the Committee.

7.02 The Employer will also recognize one (1) health and safety representative as appointed by the Union for the purpose of attending program and/or regional health and safety committee meetings.

7.03 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.

7.04 The Employer shall discuss accommodation requirements with the Union for employees returning to work following illness or injury.

7.05 No Attendant shall be required to perform a manual lift on a non-weight-bearing Consumer or any lifts where the Attendant bears more than forty (40) pounds.

7.06 The Employer will give detailed consideration to the development and implementation of appropriate staff training and development to promote employee health and safety.

7.07 If no bargaining unit member is certified, the Employer agrees to fund the

required training in the most cost-effective manner available.

- 7.08** Health and safety inspections shall occur monthly or as otherwise agreed by the Committee.
- 7.09** 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.
- 7.10** The Employer agrees to provide all equipment and protective clothing as deemed necessary to perform work safely.
- 7.11 Inclement Weather Hazards**
March of Dimes' policy re: "Inclement Weather, Hazards/Emergency Preparedness" will apply.

ARTICLE 8 – No Strike or Lock-out

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 9 – Grievance Procedure

- 9.01** For purposes of this Agreement, a grievance is defined as a difference concerning the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 9.02** It is the mutual desire of the parties that all complaints and grievances be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure below. However, if an employee files a formal grievance they must first discuss the matter informally with their supervisor to attempt to resolve the matter without a formal grievance. Upon completion of said discussion, if the matter is not resolved, it may be grieved and disposed of in the following manner:

a. Step 1

If the meeting referred to in Article 9.02 does not resolve the matter, the employee may submit a grievance in person to their immediate supervisor or designate. The management person receiving the grievance will sign and date the grievance upon receipt. The grievance shall specify the

article or articles of which a violation is alleged and indicate the relief sought and may include any other relevant employment-related acts, laws, or statutes. Such grievance must be reasonably aware of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved. The management person receiving the grievance will issue a written reply within ten (10) business days of receipt of the grievance. The written reply shall also be forwarded to the Local Executive.

b. Step 2

Failing settlement of the grievance at Step 1, or failure of the appropriate member 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. If the grievance is not submitted at Step 2 within ten (10) business days from the time the reply is received or should have been received at Step 1 then the grievance will be deemed to have been abandoned. The Regional Director will respond within ten (10) business days of the date of receipt of the grievance to arrange a meeting to discuss 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. This written reply shall also be forwarded to the attention of the CUPE Representative.

c. Step 3

Before any matter is dealt with at Arbitration, the Staff Representative and Local Executive, the Regional Director and the Employer's Director of Human Resources may meet to attempt to resolve as many outstanding issues as possible in order to reduce the matters in dispute and to clarify the issues to be arbitrated. Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 10, providing such submission is made within ten (10) business days of the final written disposition at Step 2 or the date at which final written disposition of the grievance was due as a result of the meeting referred to herein. If the grievance is not submitted to arbitration within ten (10) business days from the time the reply is received or should have been received at Step 3 then the grievance will be deemed to have been abandoned.

9.03 The time limits in the grievance procedure are mandatory. However, at any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

9.04 Dismissal Grievance

A claim by an employee who has completed their probationary period that she has been unjustly dismissed, shall be treated as a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days following the date of their dismissal. For the purposes of this Article, Step 1 shall be waived.

9.05 Suspension/Discharge

The Employer shall notify the employee within five (5) business days, in writing, of the reasons for a disciplinary suspension or discharge. All suspension and discharge grievances shall be heard at Step 2. All previous Steps shall be omitted in such cases. In cases of discipline or discharge, the burden of proof shall rest with the Employer.

9.06 An employee may be disciplined for just cause. The employee shall be provided with the grounds for the disciplinary action. At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of a Union Representative. In all cases of disciplinary suspension or discharge, the Employer shall notify the employee of this right in advance.

9.07 Policy Grievance

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

9.08 Group Grievance

Where a number of employees have identical grievances, and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Program Manager within ten (10) calendar days after the circumstances giving rise to the grievance has occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 10 – Arbitration

- 10.01** Any grievance alleging violation of this Agreement and any other relevant employment-related act, law, or statute and including any question as to whether a matter is arbitrable, which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 9.02 (c) and this Article.
- 10.02** The party submitting the grievance to arbitration shall advise the other party in writing of three (3) 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 three (3) alternative choices for persons to serve as Sole Arbitrator or designating a nominee.
- 10.03** Each party to this Agreement will pay the expenses of that party's nominee. The parties will share equally the fee and expenses of the Sole Arbitrator, or the Chairperson of the Board of Arbitration as the case may be.
- 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 Sole Arbitrator, or the majority of the Board of Arbitration or, where there is no majority, the decision of the Chairperson, shall be final and binding upon the parties hereto and the employee or employees concerned.
- 10.06** 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 – Personnel File/Performance Appraisal

- 11.01** Provided that at least two (2) weeks prior notice is given to the Regional Director or designate, an employee shall be entitled to view the entire contents of their personnel file within four (4) weeks of the date of the request once every twelve (12) months on a mutually agreed upon date.
- 11.02 Performance Appraisal**
- a. A copy of each performance appraisal shall be given to an employee and a copy shall be placed in their file.
 - b. An employee who objects to their performance appraisal may elect to

attach a statement to the document setting out detailed reasons for those objections.

11.03 After twelve (12) months of no disciplinary action, all records of discipline will be removed from an employee's file.

ARTICLE 12 – Seniority

12.01 Seniority as referred to in this Agreement shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the Employer and shall operate on a bargaining unit wide basis.

12.02 Seniority lists will be maintained and posted on the Union bulletin boards. The lists shall be updated every six (6) months, and a copy of each list shall be supplied to the Union Office at the time of initial posting and subsequent revision. The seniority list will set out the names of the employees, their status, classifications, and seniority ranking.

12.03 Probationary Period

All new employees shall be hired on a probationary basis for a period of six (6) months. The release or discharge of a probationary employee during the probationary period shall not be the subject of a grievance or arbitration and is at the sole discretion of the Employer. The standard of "just cause" shall not apply in such circumstances, the Employer will not act in an arbitrary, bad faith or discriminatory manner.

12.04 Accumulation of Seniority

Seniority shall continue to accumulate during any paid leave, and for the first thirty (30) days of any unpaid leave. 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 during:

- a. the entire period of absence due to a pregnancy and/or parental/adoption leave;
- b. absence due to illness or disability; and
- c. absence due to approved union leave.

12.05 Loss of Seniority and Termination of Employment

Continuity of service and seniority shall be considered broken and

employment terminated if the employee:

- a. resigns or retires;
 - b. is discharged (and the discharge is not reversed through the grievance/arbitration procedure);
 - c. fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
 - d. fails to notify the Employer in writing of the employee's intentions within seven (7) calendar days and fails to report for work within fourteen (14) calendar days after issuance of notice of recall by registered mail or courier with proof of delivery to the employee's last address on record with the Employer;
 - e. is absent from work for three (3) days without providing a reason satisfactory to the Employer;
 - f. is laid off for a period in excess of eighteen (18) months; and
 - g. uses a leave of absence for a purpose other than that for which it was granted.
- 12.06** If any provision of this Article 12 is found to conflict with the *Human Rights Code*, the parties shall be bound by the code and shall amend this Article to the extent required.

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 failure of a notice to reach an employee.

12.07 Work Outside the Bargaining Unit

- a. It is understood that the Employer shall not transfer an employee to a position outside the bargaining unit without their consent.
- b. An employee who is transferred to a position outside the bargaining unit shall not accumulate seniority. When the employee is returned by the Employer to a position in the bargaining unit within the time the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within six (6) months or immediately following a term of replacement for pregnancy and/or parental/adoption leave, shall forfeit bargaining unit seniority.

ARTICLE 13 – Posting and Filling of Vacancies

- 13.01** When the Employer determines that a vacant position needs to be filled or a new position is created within the bargaining unit, the Employer shall post a notice of the position for a period of seven (7) days.
- 13.02** An employee who wishes to apply for any posted vacancy must apply in writing to the supervisor designated in the job posting during the posting period.
- 13.03** The posting shall be placed on a bulletin board at the Employer's premises and a copy provided to the union at the same time. The posting shall contain:
- a. the job title;
 - b. the location of the position;
 - c. the reporting line and supervisory structure;
 - d. the hours of work and range of pay for the job
 - e. the qualifications and experience required to perform the job;
 - f. a brief description of the nature of the job;
 - g. the supervisor to whom application should be addressed
- 13.04** The Employer has the right to fill positions temporarily during the period of the posting and up to the appointment of a successful candidate. It is agreed that such temporary position will not normally exceed a period of three (3) months. This period may be extended by mutual agreement.
- 13.05** Nothing herein shall prevent the Employer from simultaneously advertising externally. Internal candidates will be assessed in accordance with Article prior to consideration of external candidates.
- 13.06** In filling vacancies, the Employer shall give primary consideration to skills, experience, ability to meet the occupational requirements and relevant academic qualifications. Where qualifications, experience, skills, and ability are relatively equal, then seniority shall be the determining factor.
- 13.07** Notification of the successful candidate shall be made by posting the name of the successful candidate on the job posting bulletin board.

13.08 Temporary Positions

- a. A temporary position is one that is expected to be of less than three (3) months duration or as a specific replacement for an employee on pregnancy and/or parental/adoption leave or another leave of absence with a pre-determined duration. Temporary bargaining unit positions of less than three (3) months shall not be required to be posted, but hours will be distributed in order of seniority.

When a vacancy arises due to an employee being absent for more than three (3) months the position will be posted. A part-time employee may be requested to be temporarily assigned to fill the position and must be agreed to by the part-time employee.

In such event the Employer shall first offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotational basis.

Employees filling a temporary position may apply for any permanent position, however, need not be considered for any other temporary position during the original temporary assignment.

- b. On expiry of the temporary position, the incumbent employee shall be returned to their former position with no loss of entitlement to wage increment in the former classification.
- c. All new hires filling temporary positions will be treated as part-time employees for entitlement to benefits. If an internal employee moves into a temporary position, they will maintain the status and benefits that they had prior to moving into the temporary position.

ARTICLE 14 – Job Security-Layoff and Recall

14.01 A layoff is defined as the elimination of one or more occupied bargaining unit positions due to lack of work. Employees with the least seniority within the position in which the layoff takes place shall be laid off first, provided that the employees who remain in the job have the ability to perform the work required.

14.02 In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with sixty (60) days' notice or pay in lieu of notice. The Employer agrees to provide equivalent notice to the Union and to provide reasons causing the layoff.

14.03 A copy of any notice of lay off to an employee will be provided to the Union

at the same time.

14.04 An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights for twenty-four (24) months or displace an employee with less seniority in an equal or less paid position provided that the senior employee is able to perform the normal requirements of the job subject to duty to accommodate pursuant to the Ontario *Human Rights Code*.

14.05 Benefits Continuation

In the event of a layoff, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs. An employee may elect to continue benefits on an employee-paid basis for a period of up to eighteen (18) months while on recall. Extension of the benefit coverage relates to health and dental benefits only. If the employee displaces a part time employee, their full-time benefits will continue up to the end of the month following the month in which the displacement occurred. The employee will then be enrolled in the part time benefit plan.

14.06 Attrition

It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

14.07 Severance

- a. Severance will be provided at an amount equal to the employee's regular wages in a non-overtime work week for every year of service or part thereof to a maximum of twenty-six (26) weeks in accordance with the *Employment Standards Act*.
- b. An employee may elect, at any time during the recall period, to terminate their employment and to receive severance pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.

14.08 Temporary Work

Employees on layoff shall be given preference for temporary vacancies. An employee who has been recalled to temporary vacancy thirty (30) working days or less shall not be required to accept the recall and may instead remain on layoff.

14.09 Recall

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.

14.10 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 eighteen (18) months from the date of layoff. Notice of recall shall be sent by registered mail or courier with proof of delivery to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

14.11 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first consideration in the event that an equivalent position becomes available providing that the employee meets the qualifications and abilities of said position subject to duty to accommodate pursuant to the Ontario *Human Rights Code*. The Employer will endeavour to provide the employee with all required training.

14.12 No new employee shall be hired to a classification subject to lay off until those laid off and placed on the recall list have had the opportunity to be recalled.

14.13 No Contracting Out

There will be no contracting out of work performed by employees in the bargaining unit if as a result of such contracting out, a reduction in hours of work or layoff of a bargaining unit employee occurs.

14.14 Work of the Bargaining Unit

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement except as a result of urgent or emergency conditions where the assistance of a CSL is required.

ARTICLE 15 – Technological Change

15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the bargaining unit.

15.02 The Employer agrees to discuss with the Union the effect of such

technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

15.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

15.04 Where new or greater skills are required, employees shall be given a period of training to acquire the skills necessary for the new method of operation. The employer will assume the cost of tuition and travel. 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.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 A leave of absence is an authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Employer.

16.02 Personal Leave

A leave of absence without pay and benefits may be granted by the Employer at its sole discretion considering the reasons for the leave, the surrounding circumstances, the employee's preference, the Employer's preference and operational requirements. The employee may opt to continue their current level of benefits if they pay the premiums.

16.03 Union Leave

Leave of absence for Union business shall be granted without pay or loss of seniority or benefits. The granting of such leave shall be subject to operational requirements but shall not be unreasonably denied, in accordance with the following:

- a. No more than two (2) employees shall be absent at any one time.
- b. Every reasonable effort will be made to provide the Employer with four (4) weeks advance notice in writing. Minimally, however, such notices will be provided at least fourteen (14) calendar days in advance.
- c. An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated may be granted leave of absence without loss of seniority and without pay for a period of two (2) years and shall be extended upon request to

a maximum of one (1) year. An employee on such leave shall have the right to return to their position upon forty-five (45) days written notification to the Employer.

- d. The Employer will continue the Employees' wages and the Union will reimburse the Employer for such wages paid to, or in respect of, the employee who is granted union leave. An employee on Union leave shall retain and accrue their seniority rights and shall have the opportunity to remain on the Employer's benefit plan while on union leave. In this case, the Union shall pay the Employer's portion of the cost related to maintaining any benefit for the employee. However, the continuation of LTD coverage is subject to the term and conditions of the relevant plan.

16.04 Educational Leave

At the discretion of the Employer, a leave of absence with or without pay and benefits for the purpose of education, skill development or upgrading may be granted. The employee may opt to continue their current level of benefits if they pay the premiums.

16.05 Bereavement Leave

- a. Bereavement Leave without loss of pay shall be granted upon request for five (5) consecutive scheduled workdays (not exceeding a span of fourteen [14] calendar days) due to the death of the following family members:
 - I. spouse or partner, includes same sex and common-law partners;
 - II. parent, includes stepparent and foster parent;
 - III. child, includes child of the employee's spouse, same sex or common-law partners;
 - IV. employee's sibling;
- b. Bereavement Leave without loss of pay shall be granted upon request for three (3) consecutive scheduled workdays (not exceeding a span of fourteen [14] calendar days) for:
 - I. grandparent, grandchild, aunt, uncle, niece or nephew
 - II. father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law

- c. If an employee requires additional time off related to a bereavement leave, she may arrange with her supervisor for vacation, lieu time or leave without pay. The Employer may in its discretion, approve other paid or unpaid bereavement leave in situations that are not identified above.
- d. The Employer reserves the right to require an employee to provide such evidence such as a photocopy of the death certificate, obituary, burial certificate or other confirmation, of the need for bereavement leave.
- e. When requesting bereavement time, the employee shall provide the full name of the deceased and the relationship to them in writing with a request for time off form.

16.06 Jury Duty and Witness Leave

- a. An employee required to serve as a juror in any court of law, or required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties, shall receive for each day absent from regularly scheduled working hours, their regular pay for their regularly scheduled working hours and shall not lose any seniority or benefits, providing the employee furnishes the Employer, if requested, with a Certificate of Service signed by the Clerk of the Court.
- b. Any money received from the court to attend as a witness or juror as above, excluding travel expenses, shall be forwarded to the Employer.
- c. An employee who is subpoenaed or summonsed to a tribunal or a judicial proceeding in connection with a case arising from the employee's duties with the Employer shall be compensated for the loss of earnings from employment less any witness fee received.

16.07 Pregnancy and Parental/Adoption leaves

For purposes of this provision, "parent" shall be defined as:

- a. the natural or adoptive mother or father; and/or
- b. a person in a relationship of some permanence with a natural or adoptive mother or father of the child and who intends to treat the child as his or her own.

- i. 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) weeks if the employee took pregnancy leave and up to sixty-three (63) weeks if the employee did not take pregnancy leave, 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.
- ii. The employee shall confirm her intention of the date they intend to return to work when making their written notice for leave.
- iii. The Employer will continue to pay their share of the costs of all of the employee's benefits and pension plan during the period of this leave provided the employee continues to pay their share (if any) of the costs of these benefits by providing the payroll department with monthly post-dated cheques for payment of the necessary employee paid premiums. The Employee will continue to earn vacation time off during the leave however, as the employee is not earning any income, the vacation time would be without pay.
- iv. If an approved leave is less than seventy-eight (78) weeks, if the employee chooses to extend her leave, where at all possible, the employee should provide at least two (2) weeks' notice to the Employer, to extend their leave up to a maximum of seventy-eight (78) weeks in total.
- v. Upon return from pregnancy or parental (adoption) leave, the employee will be placed in the position they most recently held with the Employer if it still exists and paid at the rate they would have attained had they been actively at work. If the position no longer exists or there has been a layoff, the employee shall be entitled to exercise their seniority rights in accordance with Article 14.

- vi. For the purpose of adoption leave, this article shall be adapted to facilitate adoptive parents with the following additions:
 - 1. The adoptive parent shall notify the Employer as far in advance as possible of confirmation of the pending adoption.
 - 2. Where leave of a greater duration is recommended by the adoption agency, such leave may be requested as personal leave.
- vii. During the above listed leaves, the employee may opt to continue their current level of benefits if they pay their portion of the premiums.
- viii. Pregnancy and Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this Agreement.
- ix. To properly facilitate the coverage of an employee's Pregnancy and/or Parental Leaves and their subsequent return to work, the employee is asked to provide written notice to the employer at least two (2) weeks prior to the proposed starting date of their leave, and at least four (4) weeks prior to their anticipated return-to-work date.

ARTICLE 17 – Professional Development/Training

- 17.01** The parties recognize the importance of continuing professional development opportunities that will enable employees to keep abreast of new ideas.
- 17.02** The Employer will therefore, endeavor to budget funds to enable each employee in the bargaining unit to participate in professional development.
- 17.03** The Employer and employees will endeavor to find time to enable each employee in the bargaining unit to participate in professional development.
- 17.04** The Employer will oversee the distribution of professional development funds to employees having regard to such factors as the size of the available budget, cost

of the conference or experience suggested by the individual employee, and its relevance to the employee's immediate duties and longer-term career plans.

17.05 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.

17.06 Scheduling and Pay

- a. If training is scheduled during the day shift and an employee is scheduled to work the evening or the overnight shifts, the employee is not obligated to work that shift.
- b. If the training occurs during a full-time employee's day off, the employee will be offered another day off within thirty (30) days.
- c. If an employee is scheduled to attend a full day mandatory training on a day that they are regularly scheduled to work, they will be compensated for the number of hours scheduled or the number of hours in training, whichever is greater.
- d. If an employee is scheduled to attend a half day of mandatory training on a day that they are regularly scheduled to work, the employee will be scheduled to work the balance of their shift, and if this is not possible the employee will be compensated for the full hours of their scheduled shift.

Training of one (1) day at seven and a half (7½) hours, inclusive of travel time and meal break, will be paid for off-site training.

17.07 Employees will be given a minimum of eleven (11) hours free from work as per the *Employment Standards Act*. If it is necessary to attend mandatory professional development training, employees working the late shift (i.e., afternoon or overnight) will be booked off to attend the training and paid for their shift or the hours of the training, whichever is greater.

17.08 An employee who is authorized by the Employer to train another employee on delegated acts will be compensated at the Community Support Leader rate.

ARTICLE 18 – Call Back

18.01 An employee who is called in to work after completing their regular shift shall be paid a minimum of three (3) hours pay at their regular hourly rate of pay. Employees who have worked within a day will be the last called for

call back, otherwise scheduling protocols will prevail.

ARTICLE 19 – Hours of Work/Overtime

19.01 All employees within a job classification shall be expected to share in the distribution of weekends and holidays on an equitable basis. Full-time and part-time employees will be required to work every other weekend. Current weekend and night assignments will remain in place and other changes in assignment may be negotiated with the approval of management and Union.

Scheduled shifts for part-time employees, including replacement call-in, shall not normally be less than three (3) hours unless by mutual consent.

Daily and Weekly Hours of Work

For the purpose of this Agreement a week is Sunday through Saturday, and a scheduled weekend is defined as any shift commencing between the hours of 2300 Friday and 2400 Sunday.

The normal or standard workweek of a full-time employee shall be a minimum average of thirty-five (35) scheduled hours.

19.02 Overtime

Overtime will be authorized, only in exceptional circumstances, by the Community Support Supervisor or designate. Employees shall be entitled to pay, at the rate of time and one-half (1½) for approved hours worked in excess of forty-four (44) hours per week. No hours of work will be offered to Agency staff or external March of Dimes' employees before they are offered to bargaining unit employees.

Overtime will be offered in order of seniority to full-time employees before any overtime is offered to part-time employees.

19.03 Full-Time

Work shifts will be scheduled and assigned by the Employer taking into consideration the preferences and seniority of the employees affected. Full-time staff will be scheduled thirty-five to forty (35-40) hours per week. The work shifts of full-time employees will be allocated prior to the work shifts of part-time employees being distributed. Work shifts that become available after the schedule has been posted will be scheduled and assigned on the basis of seniority in rotational order, in accordance with the Scheduling/Call-In Protocol appended to this Agreement.

Part-Time

The normal weekly hours of work for part-time employees shall be less than thirty (30) hours per week averaged over a two-week period.

19.04 Breaks

An employee unable to schedule a meal break during their shift as a result of reduced staffing levels, or interruptions during their break, may submit a compensatory time claim to their supervisor.

There will be one (1) thirty (30) minute unpaid break scheduled for shifts greater than five (5) hours or two (2) paid fifteen (15) minute rest breaks.

There will be one (1) thirty (30) minute unpaid break each seven and a half (7½) hour shift and two (2) paid fifteen (15) minutes rest breaks.

Short shifts of less than five (5) hours will be paid a fifteen (15) minute rest break.

An employee working the night shift that is unable to leave the workplace for their break, shall receive a paid thirty (30) minute meal break along with their two (2) paid fifteen (15) minute rest periods.

19.05 Staff Meetings

Any employee required to attend staff meetings will be paid only for the actual duration of the meeting, but no less than two (2) hours. Employees who are on a scheduled day off but elect to attend the meeting will be compensated a minimum of three (3) hours. MODC recognizes the importance of attending staff meetings and how valuable it is to be present for information sharing. The Employer recognizes that it may not be possible to attend all staff meetings but requires all employees to review the meeting minutes as they are issued.

ARTICLE 20 – Wages

20.01 The wages will be as set out in Schedule "A", attached to and forming part of the Collective Agreement. The parties agree to maintain Pay Equity according to the *Pay Equity Act*.

20.02 An employee will automatically progress from one step to the next in the salary range for their classification on completion of one (1) calendar year in the classification.

20.03 When a new bargaining unit classification is to be created or an existing classification within the bargaining unit is so substantially changed in job content that it constitutes a new classification, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification provided that, should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

20.04 The Employer will provide pay statements to employees on or before the pay date except in circumstances beyond the control of the Employer.

20.05 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 next anniversary date.

Employees on probation would only move to the new rate on their anniversary date 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 anniversary date following the date that they returned to full duties.

The Employer will notify the CUPE Representative in writing (email is acceptable) of any employee who is hired under this article.

20.06 The Parties agree that all Pay Equity obligations are hereby met and to maintain Pay Equity according to the *Pay Equity Act*.

ARTICLE 21 – Statutory Holidays (Full-Time and Part-Time)

21.01 The paid holidays recognized by the Employer will be as follows:

New Years Day

Family Day

Good Friday

Easter Sunday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Truth and Reconciliation

Thanksgiving

Remembrance Day

Christmas Day

Boxing Day

21.02 If any of the above holidays are observed during an employee's vacation or on a scheduled day off, the employee shall receive statutory equivalent pay calculated in accordance with the *Employment Standards Act*.

21.03 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 normal hours of work on that day, plus statutory pay calculated in accordance with the *Employment Standards Act*.

21.04 In order to be entitled to payment for statutory holidays, an employee must have worked her 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.

21.05

- i. Full-time Employees will only be required to work six (6) of the Statutory Holidays. Those Statutory Holidays will be selected in January by seniority.
- ii. Any full-time Employees choosing to work more than six (6) Statutory Holidays will inform the Supervisor in January each year.
- iii. No full-time Employee will be required to work Christmas more than once every two (2) years.
- iv. Part-time Employees to select after Full-time Employees.
- v. Definition: "Holiday Season" is defined as being the period beginning with Christmas and ending on New Year's Day.
- vi. During the "Holiday Season", as defined in 21.05 e., employees will alternate working Christmas and New Year's Day each Holiday Season; therefore, if an employee works Christmas Day, in one Holiday Season, the following Holiday Season the employee will work New Year's Day and schedules shall be adjusted accordingly. Vacancies within the schedule at this time of year will be attempted to be filled by part-time employees as to reduce interruptions

of full-time employees' normally scheduled days off.

- vii. The Labour Management Committee will meet the first week of October to discuss the Holiday Season schedule. This meeting will include the Regional Director, Community Support Supervisor and the Local Executive Members.
- viii. During the period from December 16th until January 15th, normal days off maybe altered to accommodate the requirements of this article.

ARTICLE 22 – Vacation

22.01 Where possible, vacations shall be arranged according to the wishes of employees. Where a conflict exists in vacation scheduling, seniority shall be the governing factor subject to Article 22.05.

22.02

- a. Vacation entitlement shall be determined on the basis of the employee's service as of January 1st each year.

Entitlement to vacation time off and vacation pay shall be in accordance with the following schedule:

Length of service on January 1 of each vacation year	Vacation Pay Calculation	Vacation Time Off
Less than 1 year	4% of vacationable earnings	(5.83 hours per month)
1 year or more up to 2 years	4% of vacationable earnings	2 weeks*
2 years or more up to 7 years	6% of vacationable earnings	3 weeks*
7 years or more up to 12 years	8% of vacationable earnings	4 weeks*

12 years or more up to 20 years	10% of vacationable earnings	5 weeks*
20 years or more	12% of vacationable earnings	6 weeks*

*Based on hours worked

b. Vacation Overage

Vacation pay, based on an employee's years of service, will be paid on all hours worked in excess of thirty-five (35) hours per week in the preceding calendar year, prior to March 31st.

22.03

- a. Where an employee's scheduled vacation is interrupted due to serious illness or injury, which commenced prior to or during a scheduled vacation period, the period of such illness or injury shall be considered sick leave if the employee provides satisfactory proof of illness or injury. Serious illness is defined as an illness which requires the employee to receive medical care.

The portion of the employee's vacation which is deemed to be sick leave, in accordance with the above provision, will not be charged against the employee's vacation credits.

- b. Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 16.05.

The portion of the employee's vacation which is deemed to be bereavement leave, in accordance with the above provision, will not be charged against the employee's vacation credits.

22.04 An employee shall be entitled to vacation credits for each month or part thereof in which the employee is at work.

Where possible, vacations shall be arranged according to the wishes of individual staff members.

All vacation requests to be considered by seniority are to be submitted prior to March 1st each year for that entire calendar year.

Approval will be provided in writing to the employee by March 15th.

Vacation schedules shall be posted by April 1st of each year.

Where a conflict exists in vacation scheduling, seniority shall be the governing factor however, if a conflict occurs over Christmas and New Years, employees will get one or the other. In all cases the final decision will be that of the Employer using their best efforts to meet the requests of employees.

Any requests submitted after March 1st will be considered on a first come, first serve basis.

The Employer may permit a maximum of one (1) full-time employee per shift off at any time, at Management's discretion and based on service needs.

- 22.05** Full-time employees will be granted vacation before part-time employees.
- 22.06** No Vacation will be deducted without permission, for sick leave replacement.
- 22.07** Part-time employees may bank their vacation pay and at the employee's option receive a payout once per year, or at the time of their vacation.
- 22.08** By Agreement of the Employer, an employee may carry over up to one (1) week of vacation to the following year, provided it is taken by the end of the pay period of the following year in which March 31st falls. Such agreement will not be unreasonable withheld. For employees who have not submitted a vacation request by September 30th of each year, the employer shall have the ability to schedule the employee for vacation time off at the employer's discretion prior to the end of the calendar year. Subject to the requirements of the *Employment Standards Act, 2000* of Ontario as amended from time to time (the "ESA"), any vacation time not taken by the end of the year, or if carried forward in accordance with this paragraph but not taken by March 31st, shall be deemed to have been forfeited.

Notwithstanding the forgoing, if an employee's vacation request is denied or cancelled for operational reasons, which in turn then makes them unable to take their full vacation entitlement before the end of the current year, they will be able to carry over a maximum of one (1) week of vacation into the next calendar year, that must be used before March 31st or, subject to the requirements of the ESA, it will be forfeited without payment.

ARTICLE 23 – Sick Leave

- 23.01** All full-time permanent employees working on a regularly scheduled basis will be entitled to seven (7) days sick leave per annum in accordance with March of Dimes Canada's corporate policy.
- 23.02** 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.
- 23.03** Sick credits will be used on the basis of one (1) hour's credit for each working hour absent as a result of illness or non- occupational injury. Such absences will be recorded accurately to the nearest half (1/2) day.
- 23.04** 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. Any medical notes requested will be paid for by the Employer.
- 23.05** The parties agree that any paid and unpaid sick days covered under the *Employment Standards Act* are included as part of an employee's March of Dimes Canada sick leave entitlement.
- 23.06** Employees are required to use a phone to communicate when they are sick. Texting is not acceptable.

ARTICLE 24 – Insured Benefits/Registered Pension Plan

24.01 Registered Pension Plan

To be eligible to participate in the Employer's Registered Pension Plan, an Employee must:

Eligibility

- Full-Time employees – one (1) year of service
 - Part-Time employees – two (2) continuous years of service
- a. For Full-Time employees, this means an average of a minimum of thirty (30) hours per week for one (1) year;

b. For Part-Time employees, this means that they have:

- i. Earned up to thirty-five percent (35%) of the yearly maximum of pensionable earnings for two (2) continuous years, or;
- ii. Worked a minimum of seven hundred (700) hours for each year of continuous service for two (2) years.

Enrolment

- Full-Time employees under age 35 - voluntary participation in retirement plan after one (1) year of service
- Full-Time employees aged 35 and older - mandatory participation in retirement plan after one (1) year of service
- Part-Time employees' voluntary participation only, after two (2) years of continuous service

If a part-time employee wishes to join the pension plan after they have met the qualification requirements, they need to notify the Payroll department of their desire to enroll in the plan.

Contributions

- 3.5% up to the Year's Maximum Pensionable Earnings (YMPE) matched by March of Dimes Canada, and 5% above the YMPE matched by March of Dimes Canada.

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

24.02 All full-time employees covered by this Agreement must participate in the benefits plan once they meet the eligibility requirements unless they can prove that they have coverage under another plan. Employees are entitled to participate in the Employer's group benefit plans, including Group Life, Optional Life, Accidental Death & Dismemberment, Long Term Disability, Short Term Disability, Health Care and Dental. A summary list of benefits is attached as Schedule "B".

24.03 Part-time employees' dependents are eligible for drug and basic dental benefit coverage on the same basis as full-time employees.

24.04 All full-time bargaining unit employees (an employee who works thirty (30) hours or more) shall be eligible for group benefits after three (3) months of employment.

- 24.05** The Employer may change the benefit carrier provided that the same level of benefits is maintained, or equivalent or better. A copy of the new benefit plans will be provided to the Union.
- 24.06** The Employer shall pay for all full-time employees, one hundred percent (100%) of the premiums for the current "Option 1" 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. The requirement of a physician's statement is needed for all paramedical services.
- 24.07** Full-time employees may choose either Option 1 Coverage at no cost to the employee or Option 2 with the Employer paying the equivalent of the Option 1 premium and the employee paying the difference between Option 1 and Option 2 premiums.
- 24.08** Optional Life Insurance is available at the employee's expense as outlined in the current Employee Benefit Plan.
- 24.09** Part time employees who have been employed for six (6) months and who have worked a minimum average of fifteen (15) hours of work per week over that six month period, shall be eligible to participate in the part time benefits plan commencing upon the beginning of the next enrolment period closest to their six (6) month anniversary date (i.e. either August 1st or February 1st), provided that they continue to maintain the hours worked requirement until the end of the eligibility period. After six (6) months of service and on an on-going basis, all part time employees are eligible to join the part time benefits plan if they maintain an average of fifteen (15) hours of work per week over a period of 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 100% of part time benefit premiums.
- 24.10** Employee claims for benefits are subject to the conditions established by the insurance companies, subject to appeal by the employee.

ARTICLE 25 – Expenses

- 25.01** An employee shall be reimbursed for any reasonable out-of-pocket expenses incurred in the service of the Employer in accordance with March

of Dimes Canada's corporate policy.

25.02 It is recognized that some employees covered by this Agreement are required as part of their normal duties and responsibilities to travel from one worksite to another. An employee so required to travel from worksite to worksite shall be required to provide their own transportation. In no event shall an employee be required to transport individuals for the Employer in their personal vehicle as a condition of employment.

The Employer shall reimburse the employee for mileage at a rate established by the Employer's corporate policy.

The Employer will reimburse the employee for reasonable parking expenses, but not for expenses related to illegal parking.

25.03 The Employer will process and pay expense claims within two (2) weeks of the submission of claims in accordance with March of Dimes' expense reimbursement schedule.

ARTICLE 26 – Duration

26.01 This Agreement shall be in effect from April 1, 2023 to March 31, 2026 and shall continue automatically thereafter unless either party notifies the other in writing within ninety (90) days preceding the expiry date of this Agreement that it desires to terminate this Agreement.

26.02 On receipt of such notice by either party, the two (2) parties shall meet and bargain in good faith to reach a renewal Agreement.

Signed this day July 30th 2024 in Oakville / Toronto on behalf of

**MARCH OF DIMES CANADA
(Oakville) (The Employer)**

**CANADIAN UNION OF
PUBLIC EMPLOYEES and
it's Local 5527 (The Union)**

William Kelly

Sonia Schurton

Sharon Macjurt

Angelle Abrams

Maria Volpitta

Yegya Garza

[Signature]

[Signature]

SCHEDULE "A"
CLASSIFICATIONS AND HOURLY RATES

On an employee's next anniversary date following date of ratification, if their place on the wage grid doesn't reflect their years of service in accordance with their hire date, their wage rate shall be adjusted accordingly.

Support Services Attendant			
	April 1, 2023	April 1, 2024	April 1, 2025
Increase	2.50%	2.50%	1.50%
Start	\$17.78	\$18.22	\$18.49
Year 1	\$18.32	\$18.78	\$19.06
Year 2	\$18.86	\$19.33	\$19.62
Year 3	\$19.39	\$19.87	\$20.17
Year 4	\$19.93	\$20.43	\$20.74
Year 5	\$20.57	\$21.08	\$21.40

Retroactivity:

The 2.50% April 1, 2023 annual increase will be processed on the next available pay date following date of ratification and the increase will be processed on hours retroactive to April 1, 2023.

SCHEDULE "B"
FULL-TIME BENEFITS SUMMARY

The parties agree that there will be no more proration of the plan maximum for Basic and Major treatment in the dental benefits section as set out in the pdf's provided to the union on February 6, 2024

See below for benefits for Part-Time Employees effective 60 days of the Ratification of the collective agreement by the union. Schedule C will be revised accordingly.

	OPTION 1	OPTION 2
Employee Basic Life Insurance	200% of annual earnings to a maximum of \$100,000 reducing by 50% at age 65	200% of annual earnings to a maximum of \$100,000 reducing by 50% at age 65
Optional Life Insurance	Available in \$10,000 units to a maximum of \$250,000, subject to approval of evidence of insurability	Available in \$10,000 units to a maximum of \$250,000, subject to approval of evidence of insurability
Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)	An amount equal to your Basic Life Insurance	An amount equal to your Basic Life Insurance
Short Term Disability Income Benefits		
Waiting Period	5 consecutive shifts	
Maximum Benefit Period	130 working days, or to the end of the Long Term Disability waiting period, whichever is earlier	

Amount	For Employees on Maternity Leave	66 2/3% of your weekly earnings, reduced by your weekly entitlement under the <i>Employment Insurance Act of Canada</i> (EI benefits) or similar law
	For All Other Employees	66 2/3% of your weekly earnings
Coverage Ends	When you reach age 65, less the elimination period of 180 days or the day you retire, whichever is earlier. Coverage may also end on an earlier date, as specified in <i>General Information</i> .	
Long Term Disability Income Benefits		
Waiting Period	180 days or the end of the Short Term Disability benefit period, including any recurrences, whichever is earlier	
Amount	70% of your monthly earnings to a maximum benefit of \$4,000	70% of your monthly earnings to a maximum benefit of \$6,000
Coverage Ends	When you reach age 65, less the elimination period of 180 days or the day you retire, whichever is earlier. Coverage may also end on an earlier date, as specified in <i>General Information</i> .	

	OPTION 1	OPTION 2
HEALTHCARE		
Deductibles		
Individual	\$25 each calendar year	Nil
Family	\$50 each calendar year	Nil
	The individual and family deductibles do not apply to Chronic Care, In-Canada Hospital, In-Canada Prescription Drugs, Global Medical Assistance, Vision care and Out-of-Country Care Expenses	
Reimbursement Level	100%	100%

Basic Expense Maximums		
Ambulance	Included	Included
Public General Hospital, Convalescent or Rehabilitation Hospital	Semi-private room	Private room
Home Nursing Care	\$10,000 each calendar year	\$10,000 each calendar year
Chronic Care	\$3 per day to a maximum of 120 days each calendar year	\$3 per day to a maximum of 120 days each calendar year
In-Canada Prescription Drugs	Included	Included
Sclerosing Solutions	\$40 per visit	\$40 per visit
Dispensing Fee Limit	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$9.99	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$9.99
Hearing Aids	\$500 every 3 years	\$500 every 3 years
Custom-made Ear Plugs	Included	Included
Custom-fitted Orthopedic Shoes	\$400 each calendar year	\$400 each calendar year
Custom-made Foot Orthotics	\$400 each calendar year	\$400 each calendar year
Myoelectric Arms	\$10,000 per prosthesis	\$10,000 per prosthesis
External Breast Prosthesis	\$200 each calendar year	\$200 each calendar year
Surgical Brassieres	2 each calendar year	2 each calendar year
Mechanical or Hydraulic Patient Lifters -	\$2,000 per lifter once every 5 years	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	\$2,000 lifetime	\$2,000 lifetime
Blood-glucose Monitoring Machines	\$700 lifetime	\$700 lifetime

Transcutaneous Nerve Stimulators	\$500 every 5 years	\$500 every 5 years
Extremity Pumps for Lymphedema	\$1,500 lifetime	\$1,500 lifetime
Custom-made Compression Hose	2 pairs each calendar year	2 pairs each calendar year
Stump Socks	5 pairs each calendar year	5 pairs each calendar year
Wigs	\$300 each calendar year	\$300 each calendar year
Diagnostic X-rays and Lab Tests	\$500 each calendar year	\$500 each calendar year
Cataract Eye Wear (frames, lenses or contact lenses)	Once per lifetime	Once per lifetime
Ostomy Supplies	Included	Included
Incontinence Supplies	Included	Included
Accidental Dental Injury Treatment	Included	Included
Paramedical Expense Maximums		
Chiropractors	\$134 for the initial visit and \$70 per visit for subsequent visits to a maximum of \$250 each calendar year \$20 for x-rays combined with the calendar year maximum	\$134 for the initial visit and \$70 per visit for subsequent visits to a maximum of \$250 each calendar year \$20 for x-rays combined with the calendar year maximum
Registered Massage Therapists	\$300 each calendar year	\$300 each calendar year
Osteopaths	\$300 each calendar year \$20 for x-rays combined with the calendar year maximum	\$300 each calendar year \$20 for x-rays combined with the calendar year maximum

Physiotherapists	\$120 for the initial visit and \$65 per visit for subsequent visits to a maximum of \$800 each calendar year	\$120 for the initial visit and \$65 per visit for subsequent visits to a maximum of \$800 each calendar year
Podiatrists/Chiropodists	\$300 each calendar year \$20 for x-rays by a licensed podiatrist combined with the calendar year maximum	\$300 each calendar year \$20 for x-rays by a licensed podiatrist combined with the calendar year maximum
Psychologists	\$300 each calendar year	\$300 each calendar year

Vision Care Expense Maximums		
Eye Examinations	\$50 every 24 months	\$50 every 24 months
Glasses, Contact Lenses and Laser Eye Surgery	\$200 every 24 months	\$200 every 24 months
Contact Lenses for Special Conditions	\$200 every 24 months	\$200 every 24 months
Healthcare Maximum		
	Unlimited	Unlimited
Global Medical Assistance (GMA) Expense Maximum		
	See description	See description
Out of Country Expense Maximums		
Emergency Care	60 days per trip to a maximum of \$1,000,000 each calendar year	60 days per trip to a maximum of \$1,000,000 each calendar year
Non-Emergency Care	\$50,000 each calendar year	\$50,000 each calendar year
Covered expenses will not exceed customary charges		

	OPTION 1	OPTION 2
DENTALCARE		
Payment Basis	The dental fee guide in effect one year prior to the date treatment is rendered for the province in which treatment is rendered	
Deductible		
Individual	\$25 each calendar year	\$25 each calendar year
Family	\$50 each calendar year	\$50 each calendar year

	The individual and family deductibles do not apply to Orthodontic expenses	
Reimbursement Levels		
Basic Coverage	100%	100%
Major Coverage	50%	50%
Orthodontic Coverage	Not covered	50%
Plan Maximums		
Orthodontic Treatment	Not covered	\$1,500 lifetime
Basic and Major Treatment		
	\$1,300 combined each calendar year	Basic - Unlimited
		Major - \$1,500 every 12 months
*On the next calendar year you will have \$1,300 combined each calendar year		
Late Applicant Restriction		
	\$100 for all eligible expenses for the first 12 months of coverage based on approval date, if you apply for coverage for yourself or your dependents more than 31 days after becoming eligible	
Covered expenses will not exceed customary charges		

This schedule serves as a summary only. Complete details of the benefits plan can be found in the benefits plan booklet which is governed by the contract with the insurance companies.

SCHEDULE "C"
PART-TIME BENEFITS SUMMARY

Healthcare

Covered expenses will not exceed customary charges

Deductible	Nil
Reimbursement Level	100%
In-Canada Prescription Drugs	\$50,000 lifetime
Dispensing Fee Limit	The covered expense for the dispensing fee portion of a prescription drug charge is limited to \$9.99

Dentalcare

Covered expenses will not exceed customary charges

Payment Basis	The dental fee guide in effect one year prior to the date treatment is rendered for the province in which treatment is rendered
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Deductibles

Individual	\$25 each calendar year
Family	\$50 each calendar year

Reimbursement Levels

Basic Coverage	80%
Major Coverage	50%

Plan Maximum

\$1,300 each calendar year	Basic - Unlimited
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\$1500	Major - Every 12 Months
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Late Applicant Restriction

\$100 for all eligible expenses for the first twelve (12) months of coverage based on approval date, if you apply for coverage for yourself or your dependents more than thirty-one (31) days after becoming eligible.

This schedule serves as a summary only. Complete details of the benefits plan can be found in the benefits plan booklet which is governed by the contract with the insurance companies.

Benefit	Maximum Expense
Chiropractors	\$134 for the initial visit and \$70 per visit for subsequent visits to a maximum of \$250 per calendar year
Registered Massage Therapists	\$300 per calendar year
Osteopaths	\$300 per calendar year
Physiotherapists	\$120 for the initial visit and \$65 per visit for subsequent visits to a maximum of \$800 per calendar year
Podiatrists/Chiropodists	\$300 per calendar year
Psychologist	\$300 per calendar year

Letter of Understanding #1

Between

MARCH OF DIMES CANADA (Oakville)

and

CANADIAN UNION OF PUBLIC EMPLOYEES and ITS' LOCAL 5527

SECOND-HAND SMOKE (INCLUDING MARIJUANA)

Employees assigned to provide services to consumers which include assistance in administration of marijuana may refuse to enter the consumer's premises or may vacate the premises where the reasons for the refusal are based on the employee's concern for their own health and safety relating to second-hand smoke including marijuana.

Letter of Understanding #2

Between

MARCH OF DIMES CANADA (Oakville)

and

CANADIAN UNION OF PUBLIC EMPLOYEES and ITS' LOCAL 5527

PREGNANCY/PARENTAL LEAVE TOP UP

The Employer agrees that in the event there is any top up for Pregnancy and Parental Leaves negotiated/arbitrated, etc. for any employees in the March of Dimes, in the Province of Ontario, that the employees in Oakville will be granted the same benefit.

Letter of Understanding #3

Between

MARCH OF DIMES CANADA (Oakville)

and

CANADIAN UNION OF PUBLIC EMPLOYEES and ITS' LOCAL 5527

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.

Letter of Understanding – Signing Page

Between

MARCH OF DIMES CANADA (Oakville)

and

CANADIAN UNION OF PUBLIC OF EMPLOYEES and ITS' LOCAL 5527

The parties agree to abide by the three (3) Letters of Understanding contained herein.

DATED at Toronto, ON, this 30th day of July, 2024

**MARCH OF DIMES CANADA
(Oakville) (The Employer)**

**CANADIAN UNION OF
PUBLIC EMPLOYEES and
it's Local 5527 (The Union)**

Tiana ...

Sonia ...

Sharon Maorat

Angella Abrahams

Maria Colafilio

Yogya gamage

[Signature]

[Signature]

Scheduling Protocol

1. Scheduling Protocol

All employees shall provide the Employer with their availability on the 1st of the month for the subsequent month. If an employee fails to submit their availability for a month, they will only be scheduled their regular line.

The Employer will use the provided availability sheets to post the schedule for the subsequent month having attempted to fill all shifts according to seniority, status (FT/PT) and availability. The remaining unassigned shifts are then posted and open to all employees based on seniority and availability without generating overtime.

Scheduling of shifts for employees will be done fairly and equitably. Any shifts that become available after the schedule has been posted and are required to be filled, will be assigned to part-time employees first up to thirty (30) hours based on availability and seniority. [*on a trial basis for the length of this Collective Agreement, part-time employees may be scheduled up to thirty (30) to see if this reduces the number of unassigned shifts on the posted schedule].

Employees shall not be scheduled for split shifts, however, employees may voluntarily elect to work more than one (1) shift on any given day.

The Supportive Housing schedule shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, any required changes will not be made without a minimum of forty-eight (48) hours notice to employees.

The schedule for Outreach employees will be available fourteen (14) days in advance. Employees in Outreach will be provided with a minimum of twenty-four (24) hours notice of changes. If the notice period is not provided, the employee will be paid for the full shift.

If a full-time employee's hours are reduced due to schedule changes, and the notice period has been met, they will be offered hours within the same pay period, or seven (7) days, whichever is greater.

If a part-time employee's hours are reduced due to schedule changes and the notice period has been met, they will be given priority for open shifts based on seniority and availability to replace the lost hours.

Part-time employees will be first offered any additional shifts that become

available within their program (i.e., Outreach Attendant Services or Supportive Housing) on the basis of seniority. Shifts that remain available within a program after offers have been made will then be offered to part-time employees in the other program.

Positions that become available will be posted and assigned to applicants on the basis of seniority.

All active part-time Employees must sign up for a minimum of two (2) shifts per week or a minimum of fifteen (15) hours per week, whichever is greater 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.

2. Replacement Shifts

- a. All shift exchanges must be signed by both employees, using the form provided by the Employer, and submitted to the Community Support Supervisor or delegate one (1) week prior to the shift in question. No exchange can occur unless or until the employees receive prior approval in writing by the Community Support Supervisor.
- b. Shift exchange shall not result in overtime or compromise employees' health and safety.
- c. Requests for Time Off must be submitted to the Community Support Leader and must be approved by the Community Support Supervisor.

3. Call-In Protocol

Call-in will be offered to employees who have indicated their availability, subject to the following:

- a. Shift assignment on a seniority-rotational basis to part-time employees up to twenty-nine (29) hours a week until all available part-time employees have reached twenty-nine (29) hours in a week.
- b. If all available part-time employees are at twenty-nine (29) hours in the week then the call in shift assignment would be offered to full-time employees on a seniority-rotational and availability basis as long as the shift assignment does not result in overtime. If no full-time employee is available, then these hours will be offered to part-time employees.
- c. Overtime will be offered in order of seniority to full-time employees before it

is offered to part-time employees.

- d. Any employee offered a call-in shift will be provided with two (2) hours to respond. However, when the call-in shift is available in less than twenty-four (24) hours, a two (2) hour response time will not be provided. If direct contact has not been made with the employee, the Employer will proceed to the next available staff, in order of seniority.
- e. When calling in sick, the employee will endeavour to call as far in advance as possible before the commencement of their shift.