COLLECTIVE AGREEMENT

between

March of Dimes Canada
(hereinafter referred to as “Employer”)

and

Unifor Local 40
(hereinafter referred to as “Union”)

April 1, 2014 to March 31, 2018
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Article 1 - Purpose & Recognition

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work, wages and all other conditions of employment for all employees who are subject to the provisions of this Agreement.

1.02 The Employer recognizes Unifor as the bargaining agent of all supportive housing staff employed by the March of Dimes Canada in the City of Toronto, save and except supervisors and persons above the rank of supervisor, with respect to wages, hours of work, and other working conditions, and this Agreement will pertain to all its employees mentioned above, in the bargaining unit.

1.03 The Employer will negotiate at all times necessary in the manner provided herein, with the chosen accredited representatives of the Union, for the purpose of determining any disputes which may exist or which may arise as to wages, hours of work, working conditions, or any other question affecting the employees.

Article 2 – Recognition

2.01 The terms “Employer”, “Agency”, or “Management” wherever used throughout this agreement shall refer to March of Dimes Canada.

The term “Union” shall refer to Unifor and its Local 40.

2.02 All references to the female gender in this Agreement shall be read as applying to the male gender whenever the context applies and vice-versa.

Article 3 - No Discrimination/Harassment

3.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restraint, harassment 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 and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code and agree that there will be no discrimination, interference, intimidation, restraint, harassment or coercion exercised or practiced by either party or by any of their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

3.03 Where the term "spouse" or "partner" is used in this Agreement, it shall also mean same-sex spouse or partner including, but not limited to pension and benefits.
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.

Article 5 - Union Security

5.01 All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Checkoff of Dues and Initiation Fee on Form A230-86, supplied by the Union to the Employer. The Employer shall not be required to discharge an employee who has been expelled or suspended from membership in the Union, other than for engaging in unlawful activity against the Union.

5.02 The Local Union copy of the form referred to above will be forwarded to the Local Union Financial Secretary upon completion.

5.03 All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary not later than the 15th of the month following the month that deductions were made along with a list of names and the amount of each deduction.

5.04 The Financial Secretary of the Local Union will notify the Employer of any change in the amount of Union Dues and/or Initiation Fee to be deducted in line with constitutional requirement of the National Union.

5.05 Part-Time Employees

All part-time employees who earn the equivalent of 40 hours pay during a calendar month must have the regular Union dues of two hours pay deducted by the Employer and then forwarded to the Local Union Financial Secretary.
Any part-time employees who complete the regular probationary period must pay initiation fees of twenty dollars ($20) as a condition of further employment.

5.06 Union Dues: When to Deduct and Amount to be Deducted

Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of Union dues shall be:
- two hours & twenty minutes straight-time per month
- the dues shall be based on the amount earned per straight-time hour in the last payroll period worked before the dues are payable

Amount includes:
- any amounts considered regular pay

Amount does not include:
- overtime premiums
- holiday premiums

Dues are payable when member receives benefits in lieu of work such as:
- vacation pay
- holiday pay
- jury-duty pay
- bereavement pay

Dues are not payable when a member receives:
- LTD benefits
- workers compensation benefits

5.07 The Employer will supply to the Local Union Financial Secretary the following information with each dues remittance:

1. Employees who are in the bargaining unit regardless of whether or not they paid dues in the month;
2. Employee number, hourly rate and classification;
3. The number of hours worked by each employee in the previous month;
4. Layoffs and recalls.

The Employer further agrees to provide to the Union, twice annually, a list of the names, addresses, and postal codes of all active employees.

**Article 6 - Seniority**

6.01 The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of service with the Employer.

6.02 Seniority will be established and maintained for all employees in the bargaining unit.
6.03 All employees’ names will appear on a seniority list as of their date of hire, and be revised every six (6) months and posted on location notice boards. A copy of such list will be given to the Union Chairperson of the Committee.

6.04 All new employees will be hired on a probationary basis for a period of six (6) calendar months or 300 hours worked, whichever comes first. The release or discharge of a probationary employee during the probationary period shall not be the subject of a grievance or arbitration. The standard of “just cause” shall not apply in such circumstances. Upon completion of probation, seniority will start from the first date of hire.

6.05 In the event more than one employee is hired on the same date, the employee number will be used in determining each employee’s seniority standing, i.e. lowest employee number will be highest seniority standing on such date.

6.06 Seniority rights shall cease for any of the following reasons:

1. If an employee voluntarily quits the employ of the Employer.
2. If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure.
3. If an employee overstays a leave of absence or remains away from work without permission for a period of three (3) or more consecutive working days, unless a satisfactory reason is given for such absence.
4. If an employee fails to report for work in accordance with a notice of recall, or within seven (7) working days after courier or registered mailing date of such notice, whichever is later, unless a satisfactory reason is given.
5. If laid off, an employee will be retained on the seniority list for a period of twenty-four (24) months or for a period of time equal to their accumulated seniority at date of layoff whichever is greater.
6. If an employee is transferred to a position outside the bargaining unit.

6.07 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.

Article 7 - Layoffs & Recalls

7.01 The Employer will give at least fourteen (14) days notice to employees and the Union of any contemplated layoffs. The Employer agrees to meet with the Union if requested by the Union to discuss the layoffs.

7.02 Whenever it becomes necessary to decrease the work force, probationary employees will be the first laid off. If further layoffs are necessary, employees with the least amount of seniority shall be laid off, provided those remaining employees with more seniority are able and willing to do the work available. In the event of such a layoff all employees will be given five (5) working days notice of the layoff.
7.03 In the event of a dispute regarding an employee’s ability to perform the available work, such employee will be given a five (5) working day trial for the purpose of determining their ability.

7.04 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off provided they are able and willing to do the work available.

7.05 The Employer will provide the Chairperson of the Union Committee with a list of employees to be laid off or recalled, also any cancellation of such.

7.06 In a permanent layoff situation where a full time or part time position is being eliminated, the Employer shall lay off the least senior full time or part time employee(s) at the location where the layoff is occurring. If laid off, an employee will be presented with their lay off options and will have two (2) weeks to decide which option they would like. If an employee does not make a choice within the two (2) weeks, it will be determined that the employee has decided to terminate their employment.

A full time employee may bump a full time employee at the same or another location with lesser seniority in the same or lower classification or a part time employee at the same location or in any other location with lesser seniority in the same or lower classification.

A part time employee may bump a part time employee in the same or lower classification with less seniority in the same location or another location. Part time employees cannot bump full time employees.

**Article 8 - Job Posting**

8.01 In the event new jobs are created or vacancies occur within the bargaining unit, the Employer will post such new jobs or vacancies for a period of seven (7) calendar days, in order to allow bargaining unit employees to apply.

8.02 An employee who wishes to apply for a posted vacancy must apply in writing to the individual designated in the job posting during the posting period.

8.03 In filling jobs under this section, where a candidate is applying to a higher paid classification the Employer shall give primary consideration to the skills, ability and qualifications required to perform the job. Where these factors are relatively equal amongst more than one candidate, then seniority shall be the determining factor. In filling vacancies where a candidate is applying to an equal or lower paid classification, selection will be made of the most senior candidate capable of meeting the normal requirements of the position.

8.04 A successful internal candidate shall receive training if needed for the fifteen (15) days of the thirty (30) day trial period. If during the trial period, the Employer decides that the successful candidate cannot adequately perform the normal duties of the position or the employee voluntarily elects to give up their rights to the job, providing it is within the thirty (30) working days the employee will be returned to his/her former job and location, and any other employee affected thereby will be returned to his/her job on a similar basis and thereafter the original job will be filled in accordance with this section of the agreement.
Only employees at the specific site where job posting will be in effect will be able to bid for such posting. If there are no successful candidates, then employees from other sites may bid for the job.

8.05 When a temporary vacancy is posted, the successful candidate who moves into the temporary vacancy would maintain the status and benefits that they had prior to moving into the temporary vacancy. When the term of the temporary vacancy is over, the employee will be returned to their previous position if that still exists. If their previous position no longer exists, they will be placed in the most comparable position.

**Article 9 - Accommodation**

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

1. Where an employee seeks accommodation she shall provide a medical report detailing physical restrictions/limitations upon request by the Employer.

2. If the employee chooses not to exercise her right to be represented by the Union, she must be informed that the Union will become involved at such time that the accommodation has any impact on the Collective Agreement. If not already involved, the Union shall participate in the process from this point on.

3. If a job vacancy occurs which an employee requiring accommodation is qualified to perform, the parties may agree to place the employee in such position without the necessity of a job posting. The rate of pay for the position being assumed will apply if the accommodation is permanent.

4. An employee, who is being accommodated temporarily under this article in order to return the employee to her pre-injury or illness job, shall be paid the same hourly rate of pay as the pre-injury or illness job for up to three (3) months from the date of return to work. The ongoing feasibility of such accommodation will be reviewed by the parties on a quarterly basis.

**Article 10 - Grievance Procedure**

10.01 For purposes of this Agreement, a grievance shall be defined as 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, the section or sections of the Collective Agreement allegedly violated and the relief sought.

10.02 It is the mutual desire of the parties that all complaints and grievances be resolved as quickly as possible. It is agreed that any employee with a complaint, shall discuss the matter with their immediate supervisor within ten (10) business days of the occurrence of the event that gave rise to the complaint prior to resorting to the grievance procedure below. It is agreed that an employee has no grievance until they have first discussed the case with the immediate supervisor or designate and have provided the opportunity to resolve the issue.
Step 1

If the discussion referred to in Article 10.02 does not resolve the matter, the employee may submit the grievance in writing on a designated grievance form and submit it to their immediate supervisor or designate. Such grievance must be submitted within ten (10) business days of the verbal response of the supervisor to the initial complaint. Management will issue a written reply within five (5) business days of receipt of the grievance.

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 Manager 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 Manager 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 Manager or designate shall have ten (10) business days from the date of the meeting to respond in writing to the grievance.

Step 3

If the grievance is not submitted at Step 3 within ten (10) business days from the time the reply is received or should have been received at Step 2 then the grievance will be deemed to have been abandoned. If the grievance is advanced, the National Representative and/or the Local President, a Union Steward, the grievor, the Regional Manager and the Employer’s Chief Administrative Officer will meet to attempt to resolve the matter in dispute and to clarify the issues. Grievances not resolved at this meeting may be submitted to arbitration in accordance with Article 11. If the grievance is not submitted to arbitration within twenty (20) business days from the date of the meeting, then the grievance will be deemed to have been abandoned and all rights of recourse to the grievance procedure shall be at an end.

10.03 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.

10.04 Dismissal Grievance
A claim by an employee who has successfully completed the probationary period and has been unjustly discharged shall be treated as a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days following the date on which the discharge is affected.

10.05 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 Steward.
10.06 The parties agree that there may be times where a mediation process would be beneficial. The parties may agree on a mediator and will equally share the costs. The use of mediation will in no way prevent a grievance from moving forward through the grievance procedure, including arbitration if mediation is unsuccessful.

**Article 11 – Arbitration**

11.01 Any grievance alleging violation of this Agreement, 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 10.02 and this Article.

11.02 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 no agreement the Minister of Labour for the Province of Ontario shall have authority to effect such appointment upon application thereto by the party invoking the arbitration procedure.

11.03 The parties will share equally the fee and expenses of the sole Arbitrator.

11.04 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.

11.05 The decision of the Arbitrator shall be final and binding upon the parties hereto and the employee or employees concerned.

11.06 The parties shall not be precluded from naming Nominees and a Chairperson selected by the Nominees where it has been mutually agreed to refer a matter to a Board of Arbitration.

**Article 12 - Leave of Absence**

12.01 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.

A leave of absence without pay and benefits may be granted by the Employer for a duration not exceeding twelve (12) months. Requests for such leave shall be made in writing to the Regional Manager, stating the reasons for such request and the proposed duration. The reasonable concerns of the business shall be taken into consideration when the Regional Manager determines if a leave shall be granted.

12.02 When an employee is elected or appointed to a full-time position with the Union, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by Unifor and without loss of seniority for the duration of such leave. At the end of the assignment, the employee shall, upon four (4) weeks’ notice, be returned to a position equivalent to that held prior to the commencement of the leave. It is agreed and understood that not more than one (1) employee shall be granted such leave at one time.
12.03 The Employer shall grant leave of absence without pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. In requesting such leave of absence for an employee, the Union shall give at least ten (10) business days notice in writing to the Employer. During such leave of absence, the employee’s salary and benefits shall be maintained by the Employer which will be reimbursed by the Union.

It is agreed and understood that not more than one (1) employee from each work location shall be granted leave for Union business at the same time and that such leave shall not be unreasonably denied.

12.04 The Chairperson or Committeeperson of the Committee shall be granted unpaid leave of absence of one (1) day per month to attend to any business arising from this Collective Agreement. It is agreed that such leave will be scheduled in advance and will not be taken in increments of less than one half (1/2) day.

Article 13 - Maternity, Adoption & Parental Leave

13.01 The Employer shall grant an employee pregnancy leave of seventeen (17) weeks of leave without pay and without loss of seniority in accordance with the Employment Standards Act provided that:
   a) such employee has completed thirteen (13) weeks of continuous service prior to the starting time of such leave;
   b) a written request is made with reasonable notice prior to the proposed starting date of the leave.

13.02 The Employer shall grant an employee who is a parent, a parental leave of up to thirty-five (35) weeks without pay and without loss of seniority in accordance with the Employment Standards Act providing the conditions listed above for pregnancy leave are met. 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.

13.03 Employees returning from maternity, parental or adoption leave will be returned to their former job. If the former job does not exist every effort will be made to place them in a comparable job.

13.04 Benefits during maternity, adoption and parental leave:

1. Benefit coverage shall be maintained for eligible employees while on maternity, adoption and parental leave on the same basis as active employees, in accordance with the provisions of the Employment Standards Act, as amended from time to time.

2. Employees shall also have the opportunity to continue participation in the pension plan during such leave, on the same basis as active employees.
Disability caused by or resulting from pregnancy or resulting childbirth, or miscarriage will be treated as any other disability due to sickness except that no benefits will be paid under the long term disability plan while the individual is on a pregnancy leave of absence.

**Article 14 - Paid Education Leave**

14.01 The Employer agrees to pay $500 into a special fund for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade Union functions. Such monies to be paid on an annual basis in January into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by the Employer to the following address: Unifor Leadership Training Fund, Unifor - PEL Training Fund, 205 Placer Court, Toronto ON M2H 3H9.

**Article 15 - Reporting in Pay**

15.01 Any employee reporting for work on their regular scheduled shift, and who has not been notified at least three (3) hours in advance not to report, will receive a minimum of four (4) hours pay at the applicable hourly rate.

15.02 Any employee reporting for work on their regular scheduled shift, and who has not been properly notified not to report, and who have commenced the second half of their shift will be permitted to work the balance of the shift.

**Article 16 - Injury on the Job**

16.01 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Employer because of illness shall be paid their regular earnings for the balance of the shift on which the injury or illness occurs.

**Article 17 - Jury Duty**

17.01 If an employee is called for jury duty and serves as a member of a jury, the Employer will make up the difference between the jury duty pay received and her earnings for scheduled hours for the period of absence.

17.02 An employee who is subpoenaed or summoned 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 and retain and accumulate seniority while on such leave.

**Article 18 - Bereavement Leave**

18.01 In the event of a death of an employee’s spouse or same sex partner, parent, step-parent, foster parent, child, stepchild or foster child, the employee shall be allowed up to five (5) consecutive scheduled working days’ absence in conjunction with the funeral, without loss of pay. 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 brother or sister, grandparent, step-grandparent, grandchild or step-grandchild of the employee, the employee’s spouse or the employee’s same-sex partner;
• 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 or assistance.

18.02 If the employee requires additional time off, related to bereavement he/she may arrange with his/her supervisor for vacation, lieu time or leave without pay.

Article 19 - Travelling Allowance

19.01 It is recognized that some employees covered by this agreement may be required as part of their normal duties and responsibilities to travel from one worksite to another. In no event shall an employee be required to transport individuals for the Employer in a personal vehicle as a condition of employment. The Employer shall reimburse the employee for mileage at the rate as established by the Employer’s corporate policy as well as any parking costs or public transportation costs incurred, subject to approval by the Employer.

Article 20 - CPR/First Aid Training

20.01 The Employer shall provide for all employees reimbursement for tuition and compensation for time spent in training to acquire required CPR and First Aid training.

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

20.03 Employees will not incur overtime for when they are required to attend training sessions by the Employer.

20.04 All training done by March of Dimes Canada will be done in the Greater Toronto Area. Employees who are requested to attend training will be paid for their whole shift. Also, an employee who is requested to attend training on their day off will be paid for the time spent at that training at their regular rate of pay.

Article 21 - Bulletin Boards

21.01 The Union shall have the use of a bulletin board at each location of 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 Unit Steward and by the Employer prior to being posted.

Article 22 - Pay Deposit

22.01 Employees will have their pay cheques paid by direct deposit. If a manual cheque is required due to a correction to the direct deposit in an amount greater than $50, the Employer will issue the cheque directly to the employee’s home within two (2) business days following notification to the Employer of the error.

Article 23 - Copy of Agreement

23.01 The Employer shall provide a copy of the Collective Agreement in booklet form to all employees within sixty (60) days of ratification.
23.02 The Employer shall also supply an outlined brochure of all the Employer paid benefits such as insurance, visions care, dental plan, pensions, etc.

Article 24 - Strikes & Lockouts

24.01 The Employer and the Union agree to abide by the Ontario Labour Relations Act with respect to strikes and lockouts.

Article 25 - Classifications & Wages

25.01 The Employer will pay employees according to the wage and classification structure which shall be written into the Collective Agreement as Schedule “A” and form a part of the Collective Agreement.

Article 26 - Partial or Total Cessation of Services

26.01 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.

26.02 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.

26.03 Should it be necessary to terminate any employee as a result of partial or total closure, each employee shall be provided with severance calculated on the basis of one week’s pay for each year of service.

26.04 All insurance benefits covered under this agreement will continue in full with the Employer paying the Employer share of premiums for three (3) months. After three (3) months the employee shall have the option to continue benefits for a further nine (9) months, provided that the employee makes arrangements acceptable to the Employer to make payment for the full cost of the premiums.

Article 27 - Hours of Work and Scheduling

27.01 The regular week for full-time employees is thirty five (35) paid hours and shall be scheduled up to forty (40) paid hours per week. Part-time employees are defined as employees who normally work 30 hours or less.

27.02 Part-time employees shall not be required to work more than three (3) weekends in four (4). This provision shall not prevent a part-time employee from working every weekend if mutually agreed.

27.03 For purposes of scheduling holidays worked, it will be assumed that the full-time employee normally scheduled to work will work the holiday unless a shift exchange is requested at least two (2) weeks in advance.
27.04 Open or available work shifts will be scheduled and assigned by the Employer based on
the availability and seniority of the employees. The work shifts of full-time employees will
be allocated prior to the work shifts of part-time employees being distributed.

The Employer agrees to post and attempt to fill permanent positions to work weekend
shifts only, in order to reduce the number of weekend shifts required to be filled by other
staff.

In the event that weekend shifts remain unfilled part-time staff will be assigned to work in
reverse order of seniority.

Work shifts that become available after the schedule has been confirmed will be offered in
order of seniority.

Available hours will be offered to employees at other sites before putting full-time and part-
time employees at a site into overtime.

27.05 **Scheduling Protocol**

a) The Employer shall post a Shift Schedule on the employee’s schedule board,
which will be in effect for one month.

b) The posting of the Shift Schedule will occur 14 days prior to commencement
of implementation.

c) Employees will submit their availability for call-in opportunity purposes as their
availability changes, using the Shift availability form. No changes to the
regular schedules will be made as a result of changes in availability and
accommodations will only be made when openings occur in the schedule.

d) Employees are permitted to arrange person to person shift substitutions. All
shift changes must be signed by both employees and given to their
Community Support Leader/Service Delivery Worker in advance when
possible. Verbal approval must be made prior to working the shift. Shift
substitutions should be approximately the same length (not to exceed a
difference of one hour) and cannot result in overtime. Once approval for shift
substitution has been granted by the Supervisor, responsibility for working the
shift shall fall to the replacement employee. If an employee fails to properly
follow the shift exchange protocol and/or misses a shift through the process
for any reason, the Employer will not be responsible for compensating the
employee for the missed shift in any manner.

e) Any employee offered a call in shift will be provided with 2 hours to respond.
However, when the call in shift is available in less than 24 hours, a two-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. Work shifts that become available after the schedule has been
confirmed will be offered in order of seniority on a rotation basis.

If an employee is missed through the call in procedure the employee shall be
pre-scheduled for the next available equivalent shift based on his/her
availability and seniority. The hours worked thresholds stated in Article
27.05(f) will not apply for this replacement shift.
f) Part-time employees will not be offered any shifts that will take them over 30 hours per week.

Example: A part-time employee, who has worked 30 hours, will not be offered any more shifts until all part-time employees reach 30 hours per week and full-time employees reach 44 hours per week. To clarify, if the shift that is offered would take the employee over either of the thresholds indicted in this Article, the shift will not be offered.

Article 28 - Paid Rest Period

28.01 Each employee who is working a full shift of seven (7) hours or more will be scheduled two (2) paid rest periods of fifteen (15) minutes, one in each half shift of a full shift; provided that such breaks do not interfere with the provision of required care to consumers that cannot be delayed. An employee unable to reschedule a break during their shift shall submit a compensatory time claim to their supervisor.

28.02 The Union acknowledges that Union stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. A grievor and his/her Union steward or an employee whose participation is necessary at a meeting arranged between the Employer and the Union, shall not lose regular earnings for time spent attending the meeting.

Article 29 - Overtime Equalization

29.01 Additional shifts resulting in overtime payment will be evenly divided amongst employees normally performing the work within each of the program locations, except in emergency circumstances. A list shall be posted every two (2) months showing the hours of overtime worked by each employee. Where additional time not resulting in overtime payment is required to complete the care requirements of a consumer, such work will normally be assigned to the employee already at work.

29.02 If an imbalance in overtime does occur within a classification, the Employer will correct the imbalance during the subsequent two-week period if overtime occurs. Otherwise such imbalance will be corrected at the earliest opportunity.

Article 30 - Overtime Pay

30.01 Any authorized work performed by an employee in excess of eight (8) hours in a day or in excess of forty (44) hours in a week, will be paid at the rate of time and one half.

30.02 All overtime work shall be voluntary, except in emergency circumstances.

30.03 Meal Allowance: Whenever an employee is required to work at least two (2) hours unforeseen overtime beyond their normally scheduled hours of work, he/she shall be given a $12.00 meal voucher.
30.04 It is expressly understood that there shall be no pyramiding of overtime or other premium or benefits under this agreement.

**Article 31 - Union Representation**

31.01 The Employer agrees to recognize one (1) Union steward and one (1) alternate steward from each program location elected or appointed from among the employees in the bargaining unit.

31.02 The Union acknowledges that Union stewards have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor. A grievor and his/her Union steward or an employee whose participation is necessary at a meeting arranged between the Employer and the Union, shall not lose regular earnings for time spent attending the meeting. Any steward(s) and or employee(s) called in for a meeting before or after their scheduled shift shall be paid for time spent at such meeting at his/her regular rate of pay.

31.03 The Employer will recognize one (1) elected or appointed negotiating committee member from each program location for the purposes of negotiating a renewal of the Collective Agreement. Time spent in negotiations will be compensated on a no loss of regular earnings basis to a cumulative maximum payment of eighty-four (84) hours. Any further time required shall be treated as unpaid Union leave.

31.04 The Union shall furnish the Employer from time to time an update on the current Union representatives.

31.05 The Union’s National or Local Representative shall have access to the Employer’s premises with the prior approval of the Regional Manager 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.

31.06 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 fifteen (15) minutes sometime during the first thirty (30) days of employment, without loss of regular earnings, at a mutually agreed time and location to be arranged between the Employer and the Union representative.

31.07 The union chairperson and committeepersons shall have super seniority with respect to layoff and recall providing they have the skill and ability to perform the work that is available.

**Article 32 - Union Committee**

32.01 The Employer agrees to provide, for the exclusive use by the Union Committee, a locking filing cabinet to be located at one program location of the Employer as mutually agreed.

**Article 33 - Work By Supervisors**

33.01 Supervisors and other excluded employees will not perform work of the bargaining unit. Notwithstanding the foregoing, supervisors may perform work normally performed by bargaining unit staff for purposes of instruction or in an emergency situation where bargaining unit staff are unavailable. The Employer will make bona-fide attempts to contact bargaining unit members prior to using any non-bargaining unit staff.
Article 34 - New Job

34.01 When a new classification is established, the Employer shall determine the rate of pay for such classification and notify the Union of the same. If the Union challenges the rate of pay, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new classification and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted as a Step 2 Grievance as provided in this Agreement, within ten (10) days of such meeting.

Article 35 - Equipment and Protective Clothing

35.01 The Employer agrees to provide all equipment and protective clothing as deemed necessary to perform work safely and will give serious consideration to any proposal from the Occupational Health and Safety Committee regarding equipment and protective clothing.

Article 36 - Administration of Discipline

36.01 Any time discipline is being imposed, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge, the Employer shall notify the employee of this right in advance.

36.02 Written disciplinary action shall be removed from an employee’s record after a period of eighteen (18) months.

Article 37 - Health & Safety

37.01 The Employer, the Union and the employees will make every effort to comply in a timely manner with all applicable legislation pertaining to the Health and Safety of the employees at the Employer.

37.02 The Union and the Employer agree to actively promote measures to assure the Health and Safety of all employees.

37.03 The Employer will recognize one (1) health and safety representative from each program location as appointed or elected by the Union for the purpose of attending program and/or regional health and safety committees.

37.04 The Employer agrees to provide certification training to at least one (1) safety representative appointed or elected by the Union. It is expected that a certified member will commit to participate as a Health and Safety Committee member for the full term of the Collective Agreement.

37.05 In the absence of the safety representative appointed by the Union, another bargaining unit member may be designated as a substitute by the Union.

37.06 It is agreed that the safety representative appointed by the Union may request a meeting with management representatives once between quarterly meetings of the regional health and safety committee to discuss health and safety matters.
Article 38 - Vacations With Pay

38.01 Paid vacation time needs to be earned before it is taken, unless approved by the Supervisor. It is accrued based on forecasted annual working hours. Full-time employees shall be entitled to vacations with pay in accordance with the following schedule:

a) For less than two (2) full years of service, employees shall be entitled to vacation with pay, accumulated on the basis of two (2) weeks of paid vacation per year;

b) For two (2) to six (6) full years of service, three (3) weeks of paid vacation per year;

c) For seven (7) to eleven (11) full years of service, four (4) weeks of paid vacation per year;

d) For twelve (12) to nineteen (19) full years of service, five (5) weeks of paid vacation per year;

e) For twenty (20) or more full years of service, six (6) weeks of paid vacation per year.

A vacation reconciliation occurs after the completion of the vacation year. The Employer will reconcile the annual forecasted hours with actual hours worked. Any vacation pay owing will be paid out. Any excess forecasted vacation paid will not be recovered by the Employer.

38.02 Part-time employees shall be entitled to unpaid vacation time off in accordance with the following schedule:

a) For less than two (2) equivalent years of service (based on the formula one (1) year’s service for each 1820 hours worked) employees shall be entitled to two weeks vacation per calendar year; vacation pay of 4% will be paid each pay.

b) For two (2) to six (6) equivalent years of service, three (3) weeks of vacation; vacation pay of 6% will be paid each pay.

c) For seven (7) to eleven (11) equivalent years of service, four (4) weeks of vacation; vacation pay of 8% will be paid each pay.

d) For twelve (12) to nineteen (19) equivalent years of service, five (5) weeks of vacation; vacation pay of 10% will be paid each pay.

e) For twenty (20) or more equivalent years of service, six (6) weeks of vacation; vacation pay of 12% will be paid each pay.

The Employer will agree to bank part-time vacation pay and pay out employee requests for vacation pay as soon as procedurally possible following a request.

38.03 Where possible, vacations shall be arranged according to the wishes of individual staff members. Where a conflict exists in vacation scheduling, seniority shall be the governing factor however.

38.04 Vacation entitlement shall be determined on the basis of the employee’s service as at the first day of the month following the anniversary date of the employee’s hire date.
38.05 Carry-over of vacation credits to the following year shall not be permitted with the exception that up to one week’s vacation may be carried over to March 31st of the following year, with the Regional Manager’s approval. If the time carried over is not taken by March 31st, it will be paid out.

38.06 An employee must request vacation time for the following periods as per the schedule below:

<table>
<thead>
<tr>
<th>Request submitted no later than:</th>
<th>Vacation period for the months of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1</td>
<td>December, January, February</td>
</tr>
<tr>
<td>February 1</td>
<td>March, April, May</td>
</tr>
<tr>
<td>May 1</td>
<td>June, July, August</td>
</tr>
<tr>
<td>August 1</td>
<td>September, October, November</td>
</tr>
</tbody>
</table>

The Employer will prepare and post the vacation schedule on the 15th of November, February, May, and August. Those employees who do not submit their vacation request at the above mentioned deadlines shall be granted their request on a first come, first served basis as the schedule can accommodate.

38.07 Vacation is not accrued while on leaves of absence, short term disability, or long term disability.

**Article 39 - Holiday Pay Plan**

39.01 The following “designated” paid holidays will be recognized by the Employer:

- New Year’s Day
- Civic Holiday
- Good Friday
- Labour Day
- Easter Sunday
- Thanksgiving Day
- Victoria Day
- Christmas Day
- Canada Day
- Boxing Day

In addition, full-time employees shall be eligible for one floating holiday in each calendar year.

39.02 In order to be entitled to payment for statutory holidays, an employee must have worked his/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.

39.03 Employees who are requested to work on such holidays shall be paid one and one half (1-1/2) times the regular hourly rate for all hours worked plus holiday pay. Holiday pay shall
be calculated on the employee’s regular wages and vacation pay in the four (4) weeks preceding the holiday, divided by 20.

39.04 All full-time and part-time employees are entitled to a paid day of Compassionate Leave per calendar year, if required, for family matters, on approval of their supervisor who will not unreasonably withhold approval, which will be limited to the following circumstances:

   a) Unpredictable family health emergencies where alternatives arrangements cannot reasonably be made;

   b) Unpredictable family care emergencies where alternative arrangements cannot reasonably be made;

   c) Appointments for family health matters where the appointment could not be made outside of normal hours of work.

**Article 40 - Benefits**

40.01 All full-time and part-time employees covered by this agreement must participate in their respective Employer’s Basic group benefit plans once they meet the eligibility requirements, unless they can prove that they have coverage under another plan.

**Full-time Benefits – Option 1**

The Employer will pay 100% of the premium. Employees may also participate in Option 2, if they are not already in Option 2, at the next renewal date (November 2011) and pay the difference between Option 1 and Option 2 premiums. (See coverage in Appendix “A”).

**Part-time Benefits**

Part-time staff with an average of 15 hours per week over 6 months of service will be eligible to participate in the Basic Benefits program, consisting of Life Insurance, AD&D, Basic Health and Basic Dental coverage, with the Employer paying 90% of the premium (single or family). (See coverage in Appendix “B”).

The part-time benefits eligibility review takes place in January and July of each year. Part-time employees who have worked an average of fifteen (15) hours or more per week over a twenty six (26) week period between January 1 and June 30 or July 1 and December 31 qualify for the part-time benefits package.

40.02 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits are not, in total, reduced. The Employer shall provide to the Union full specifications of the benefit plans prior to the implementation of any change.

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

**Article 41 - Sickness & Accident Leave**

41.01 All full-time employees will be entitled to a maximum of forty-nine (49) sick leave hours per annum, without carryover.

41.02 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.

41.03 When March of Dimes Canada (MODC) requires an additional medical report following receipt of an initial report from an employee, MODC will pay for the cost of such report.

**Article 42 - Pension Plan**

42.01 All full-time employees covered by this agreement are entitled to participate in the Employer’s retirement pension plan after they have met the qualification requirements and receive matching Employer contributions in accordance with plan specifications. Contributions shall be 3.5% of annual earnings up to the YMPE and 5% over the YMPE.

For part-time employees, the pension plan is optional. A part-time employee can join the pension plan after they have worked at least 710 hours in two consecutive years. 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. The pension plan is governed and administered according to the plan text.

**Article 43 - National Day of Mourning**

43.01 The Employer agrees to allow employees one (1) minute silence at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job.

**Article 44 - Human Rights Statement**

44.01 The Employer and the Canadian Auto Workers are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle.

44.02 Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where individuals interact with mutual respect for each other’s rights.

**Article 45 – Local Union Fund**

45.01 March of Dimes Canada will pay a lump sum of $500.00 to the Local Union fund. Such monies to be paid on an annual basis in January and sent by the Employer to the following address: Unifor Local 40, 720 Spadina Avenue, Suite 308, Toronto, ON M5S 2T9.
Article 46 – Term of Agreement

46.01 The term of the Collective Agreement shall be from April 1, 2014 to March 31, 2018 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. On receipt of such notice by either party, the two parties shall meet and bargain in good faith to reach a renewal agreement.

Signed this _____ day of ____, 2014

FOR UNIFOR LOCAL 40

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________________________________________

________________________________________

________________________________________

________________________________________

FOR MARCH OF DIMES CANADA

________________________________________

________________________________________

________________________________________

________________________________________

________________________________________
Schedule A

**Community Support Leader / Service Delivery Worker**

<table>
<thead>
<tr>
<th>Year</th>
<th>Start</th>
<th>12 Months</th>
<th>24 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2014</td>
<td>18.67</td>
<td>19.06</td>
<td>19.47</td>
</tr>
<tr>
<td>April 1, 2015</td>
<td>18.86</td>
<td>19.25</td>
<td>19.66</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>19.05</td>
<td>19.44</td>
<td>19.86</td>
</tr>
<tr>
<td>April 1, 2017</td>
<td>19.24</td>
<td>19.63</td>
<td>20.06</td>
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**Support Service Attendant**

<table>
<thead>
<tr>
<th>Year</th>
<th>Uncertified</th>
<th>Certified</th>
<th>12 Months</th>
<th>24 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2014</td>
<td>15.48</td>
<td>17.01</td>
<td>17.63</td>
<td>18.11</td>
</tr>
<tr>
<td>April 1, 2015</td>
<td>15.63</td>
<td>17.18</td>
<td>17.81</td>
<td>18.29</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>15.79</td>
<td>17.35</td>
<td>17.99</td>
<td>18.47</td>
</tr>
<tr>
<td>April 1, 2017</td>
<td>15.95</td>
<td>17.52</td>
<td>18.17</td>
<td>18.65</td>
</tr>
</tbody>
</table>

**Housekeeper**

<table>
<thead>
<tr>
<th>Year</th>
<th>Start</th>
<th>12 Months</th>
<th>24 Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2014</td>
<td>14.98</td>
<td>15.28</td>
<td>15.57</td>
</tr>
<tr>
<td>April 1, 2015</td>
<td>15.13</td>
<td>15.43</td>
<td>15.73</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>15.28</td>
<td>15.58</td>
<td>15.89</td>
</tr>
<tr>
<td>April 1, 2017</td>
<td>15.43</td>
<td>15.74</td>
<td>16.05</td>
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</table>
## Appendix A
March of Dimes Canada
Summary of Full-time Benefits (Unifor)

<table>
<thead>
<tr>
<th>Health Benefits</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible:</strong></td>
<td>$25 per covered person, $50 per family, per benefit year (excluding Prescription Drugs, Hospital, Vision and Travel)</td>
<td>Nil</td>
</tr>
<tr>
<td><strong>Co-pay:</strong></td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td><strong>Maximum:</strong></td>
<td>Unlimited</td>
<td>Unlimited</td>
</tr>
<tr>
<td><strong>Prescription Drugs</strong></td>
<td>• Pay Direct Drug</td>
<td>• Pay Direct Drug</td>
</tr>
<tr>
<td></td>
<td>• A dispensing fee cap of $9.99</td>
<td>• A dispensing fee cap of $9.99</td>
</tr>
<tr>
<td>Fertility drugs</td>
<td>$2,500 per lifetime</td>
<td>$2,500 per lifetime</td>
</tr>
<tr>
<td>Sclerotherapy Agents</td>
<td>$40 per visit</td>
<td>$40 per visit</td>
</tr>
<tr>
<td>All other covered drugs</td>
<td>Reasonable and customary</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td><strong>Extended Health Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital Accommodation</td>
<td>Reasonable and customary</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>• Public general hospital or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>convalescent or rehabilitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>hospital - semi-private room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Public general hospital or</td>
<td>Not Covered</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>convalescent or rehabilitation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>hospital - private room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Public chronic hospital - semi-</td>
<td>$3 per day up to a maximum of 120 days per calendar year</td>
<td>$3 per day up to a maximum of 120 days per calendar year</td>
</tr>
<tr>
<td>private room</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Audio (Otolaryngology/Specialist</td>
<td>$500 per 3 years based on date of first paid claim</td>
<td>$500 per 3 years based on date of first paid claim</td>
</tr>
<tr>
<td>recommendation required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Medical Items and Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Footwear</td>
<td>$400 maximum per benefit year</td>
<td>$400 maximum per benefit year</td>
</tr>
<tr>
<td>• custom made orthopaedic boots or</td>
<td>$400 maximum per benefit year</td>
<td>$400 maximum per benefit year</td>
</tr>
<tr>
<td>shoes or adjustments to footwear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• custom made foot orthotics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Breast Prostheses</td>
<td>$200 per benefit year</td>
<td>$200 per benefit year</td>
</tr>
<tr>
<td>• Bra (mastectomy)</td>
<td>2 per benefit year</td>
<td>2 per benefit year</td>
</tr>
<tr>
<td>• Stump Socks</td>
<td>5 pairs per benefit year</td>
<td>5 pairs per benefit year</td>
</tr>
<tr>
<td>• Wigs</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Health Benefits</td>
<td>Option 1</td>
<td>Option 2</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Compression Stockings</td>
<td>2 pairs per benefit year</td>
<td>2 pairs per benefit year</td>
</tr>
<tr>
<td>Ear Plugs</td>
<td>Prescription or approved pre-determination required</td>
<td>Prescription or approved pre-determination required</td>
</tr>
<tr>
<td>Optometric Eye Exams</td>
<td>$50 every 2 years</td>
<td>$50 every 2 years</td>
</tr>
<tr>
<td>Cataract Eyewear (frames and</td>
<td>Once per lifetime</td>
<td>Once per lifetime</td>
</tr>
<tr>
<td>lenses or contact lenses)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diabetic (Glucometers)</td>
<td>$700 per lifetime</td>
<td>$700 per lifetime</td>
</tr>
<tr>
<td>Diagnostic Tests &amp; X-rays</td>
<td>$500 combined maximum per benefit year</td>
<td>$500 combined maximum per benefit year</td>
</tr>
<tr>
<td>Musculo-Skeletal</td>
<td>$500 every 5 years</td>
<td>$500 every 5 years</td>
</tr>
<tr>
<td>Other items and services –</td>
<td>Reasonable and customary</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>See the Description of Benefits section for details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Transportation</td>
<td>Reasonable and customary</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>Private Duty Nursing in the</td>
<td>$10,000 per benefit year</td>
<td>$10,000 per benefit year</td>
</tr>
<tr>
<td>Home</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Professional Services

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedical Services</td>
<td>The requirement of a physician’s statement is needed for all paramedical services.</td>
<td>The requirement of a physician’s statement is needed for all paramedical services.</td>
</tr>
<tr>
<td>Chiropractor</td>
<td>$134 for initial visit, $70 each subsequent visit, to a maximum of $450 per benefit year</td>
<td>$134 for initial visit, $70 each subsequent visit, to a maximum of $450 per benefit year</td>
</tr>
<tr>
<td>X-rays</td>
<td>$20 per benefit year</td>
<td>$20 per benefit year</td>
</tr>
<tr>
<td>Chiropodist or Podiatrist</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>X-rays (Podiatrist):</td>
<td>$20 per benefit year</td>
<td>$20 per benefit year</td>
</tr>
<tr>
<td>Registered Massage Therapist</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Naturopath</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Osteopath</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>X-rays:</td>
<td>$20 per benefit year</td>
<td>$20 per benefit year</td>
</tr>
<tr>
<td>Physiotherapist</td>
<td>$120 for initial visit, $65 each subsequent visit, to an annual maximum benefit of $1000.00</td>
<td>$120 for initial visit, $65 each subsequent visit, to an annual maximum benefit of $1000.00</td>
</tr>
<tr>
<td>Speech Therapist</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Acupuncturist</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Psychologist</td>
<td>$300 per benefit year</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>Vision</td>
<td>Option 1</td>
<td>Option 2</td>
</tr>
<tr>
<td>--------------</td>
<td>----------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>• prescription eye glasses or contact lenses or laser eye surgery</td>
<td>$100 every 24 months</td>
<td>$150 every 24 months</td>
</tr>
<tr>
<td>• medically necessary contact lenses</td>
<td>$200 every 2 years</td>
<td>$200 every 2 years</td>
</tr>
</tbody>
</table>

**Lock in Period:** 2 years

**Default Coverage:** Option 1 - Single

**Benefit Year:** January 1 to December 31

**Changes in Options:** Subject to the lock-in period indicated above, you can change your option during the biannual enrolment period or within 31 days of a life event change

**Coverage Ends:** Upon retirement or age 70, whichever is earlier, or as specified under Termination

<table>
<thead>
<tr>
<th>Dental Benefit</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fee Guide:</strong></td>
<td>The current Provincial Dental Association Fee Guide for General Practitioners, Denturist or Dental Hygienist in the province where services are rendered</td>
<td>The current Provincial Dental Association Fee Guide for General Practitioners, Denturist or Dental Hygienist in the province where services are rendered</td>
</tr>
<tr>
<td><strong>Deductible:</strong></td>
<td>$25 per covered person, $50 per family, per benefit year</td>
<td>$25 per covered person, $50 per family, per benefit year (excluding Orthodontic Services)</td>
</tr>
<tr>
<td><strong>Co-pay:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Services</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Basic Comprehensive Services</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Major Services</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Orthodontic Services (For Dependent Children only under age 21 or age 25 for full-time students)</td>
<td>Not Covered</td>
<td>50%</td>
</tr>
<tr>
<td><strong>Benefit Year Maximums:</strong></td>
<td>January 1 to March 31 - $1,300</td>
<td>Unlimited (Basic &amp; Comprehensive Basic Services)</td>
</tr>
<tr>
<td></td>
<td>April 1 to June 30 - $975</td>
<td>$1,500 (Major Services)</td>
</tr>
<tr>
<td></td>
<td>July 1 to September 30 - $650</td>
<td></td>
</tr>
<tr>
<td></td>
<td>October 1 to December 31 - $325</td>
<td></td>
</tr>
<tr>
<td></td>
<td>After the first year of coverage - $1,300 (Basic Comprehensive Basic &amp; Major Services combined)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Lifetime Maximum:</strong></td>
<td>$1,500 (Orthodontic Services)</td>
</tr>
</tbody>
</table>

**Late Applicant - Restriction on Payments:**
$100 for all eligible expenses for the first 12 months of coverage based on effective date, if you apply for coverage either for yourself or your dependents more than 31 days after becoming eligible

**Lock in Period:** 2 years

**Default Coverage:** Option 1 - Single

**Benefit Year:** January 1 to December 31

**Changes in Options:** Subject to the lock-in period indicated above, you can change your option during the biannual enrolment period or within 31 days of a life event change

**Coverage Ends:** Upon retirement or age 70, whichever is earlier, or as specified under Termination
<table>
<thead>
<tr>
<th>Travel Benefit</th>
<th>Option 1 &amp; Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible:</strong></td>
<td>Nil</td>
</tr>
<tr>
<td><strong>Co-Pay:</strong></td>
<td>0%</td>
</tr>
<tr>
<td>Maximum Number of Days per Trip</td>
<td>60 days</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>$1,000,000 per covered person per calendar year</td>
</tr>
<tr>
<td>Referral Services</td>
<td>$50,000 per covered person per calendar year</td>
</tr>
<tr>
<td><strong>Default Coverage:</strong> Option 1 - Single</td>
<td></td>
</tr>
</tbody>
</table>

### Short-Term Disability

<table>
<thead>
<tr>
<th>Option 1 &amp; Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coverage</strong></td>
</tr>
<tr>
<td><strong>Qualifying Disability Period</strong></td>
</tr>
<tr>
<td><strong>Definition of Disability</strong></td>
</tr>
<tr>
<td><strong>Duration of Benefit</strong></td>
</tr>
</tbody>
</table>

### Long-Term Disability

<table>
<thead>
<tr>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coverage</strong></td>
<td>70% of your monthly basic earnings</td>
</tr>
<tr>
<td><strong>Maximum</strong></td>
<td>$4,000</td>
</tr>
<tr>
<td><strong>Lock-in period</strong></td>
<td>2 years</td>
</tr>
<tr>
<td><strong>Default coverage</strong></td>
<td>Option 1</td>
</tr>
<tr>
<td><strong>Changes in options</strong></td>
<td>Subject to the lock-in period indicated above, you can change your option during the bi-annual enrolment period or within 31 days of a life event change.</td>
</tr>
<tr>
<td><strong>Coverage ends</strong></td>
<td>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 General Information.</td>
</tr>
</tbody>
</table>

### Basic Life Coverage

<table>
<thead>
<tr>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Coverage</strong></td>
<td>2 times your annual basic earnings rounded to the next higher $1,000</td>
</tr>
<tr>
<td><strong>Maximum</strong></td>
<td>$100,000</td>
</tr>
<tr>
<td><strong>Reduction</strong></td>
<td>Your benefit will reduce to 50% when you reach age 65</td>
</tr>
<tr>
<td><strong>Lock-in period</strong></td>
<td>2 years</td>
</tr>
<tr>
<td><strong>Default coverage</strong></td>
<td>Option 1</td>
</tr>
<tr>
<td><strong>Changes in options</strong></td>
<td>Subject to the lock-in period indicated above, you can change your option during the bi-annual enrolment period or within 31 days of a life event change.</td>
</tr>
<tr>
<td><strong>Coverage ends</strong></td>
<td>When you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in General Information.</td>
</tr>
</tbody>
</table>

**This summary is for reference only. In the event of a discrepancy, the employee booklet or the group contract will take priority.**

29
Appendix B  
March of Dimes Canada  
Summary of Part-Time Benefits (Unifor)

<table>
<thead>
<tr>
<th>Health Benefits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Deductible:</strong></td>
<td>$25 per covered person, $50 per family, per benefit year (excluding Prescription Drugs and Travel)</td>
</tr>
<tr>
<td><strong>Co-pay:</strong></td>
<td>0%</td>
</tr>
<tr>
<td><strong>Lifetime Maximum:</strong></td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Prescription Drugs</strong></td>
<td></td>
</tr>
<tr>
<td>• Pay Direct Drug</td>
<td></td>
</tr>
<tr>
<td>• A dispensing fee cap of $9.99</td>
<td></td>
</tr>
<tr>
<td>□ Sclerotherapy Agents</td>
<td>$40 per visit</td>
</tr>
<tr>
<td>□ All other covered drugs</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td><strong>Extended Health Services</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Hospital Accommodation</strong></td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>• Public general hospital - semi-private room</td>
<td></td>
</tr>
<tr>
<td>• Convalescent or rehabilitation hospital – semi private room</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>• Public chronic hospital - semi-private room</td>
<td>$3 per day to a maximum of 120 days per calendar year</td>
</tr>
<tr>
<td><strong>Audio</strong></td>
<td>$500 per 3 years based on date of first paid claim (Otolaryngology/Specialist recommendation required)</td>
</tr>
<tr>
<td><strong>Medical Items and Services</strong></td>
<td></td>
</tr>
<tr>
<td>• Footwear</td>
<td>$400 maximum per benefit year</td>
</tr>
<tr>
<td>▪ custom made orthopaedic boots or shoes or adjustments to footwear</td>
<td>$400 maximum per benefit year</td>
</tr>
<tr>
<td>▪ custom made foot orthotics</td>
<td></td>
</tr>
<tr>
<td>• Breast Prostheses</td>
<td>$200 per benefit year</td>
</tr>
<tr>
<td>• Bra (mastectomy)</td>
<td>2 per benefit year</td>
</tr>
<tr>
<td>• Stump Socks</td>
<td>5 pairs per benefit year</td>
</tr>
<tr>
<td>• Wigs</td>
<td>$300 per benefit year</td>
</tr>
<tr>
<td>• Compression Stockings</td>
<td>2 pairs per benefit year</td>
</tr>
<tr>
<td>• Ear Plugs</td>
<td>Prescription or approved pre-determination required</td>
</tr>
<tr>
<td>• Optometric Eye Exams</td>
<td>$50 every 2 years</td>
</tr>
<tr>
<td>• Cataract Eyewear (frames and lenses or contact lenses)</td>
<td>Once per lifetime</td>
</tr>
<tr>
<td>Benefits</td>
<td>Amount/Description</td>
</tr>
<tr>
<td>--------------------------------------------------------------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td>Diabetic (Glucometers)</td>
<td>$700 per lifetime</td>
</tr>
<tr>
<td>Diagnostic Tests &amp; X-rays</td>
<td>$500 combined maximum per benefit year</td>
</tr>
<tr>
<td>Health Benefits</td>
<td></td>
</tr>
<tr>
<td>Musculo-Skeletal</td>
<td>$500 every 5 years</td>
</tr>
<tr>
<td>Other items and services – See the Description of Benefits section for details</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>Emergency Transportation</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>Private Duty Nursing in the Home</td>
<td>$10,000 per benefit year</td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
</tr>
<tr>
<td>Paramedical Services</td>
<td>The requirement of a physician’s statement is needed for all paramedical services.</td>
</tr>
<tr>
<td>Chiropodist or Podiatrist</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>X-rays (Podiatrist):</td>
<td>$20 per benefit year</td>
</tr>
<tr>
<td>Registered Massage Therapist</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>Naturopath</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>Osteopath</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>X-rays:</td>
<td>$20 per benefit year</td>
</tr>
<tr>
<td>Physiotherapist</td>
<td>$120 for initial visit, $65 each subsequent visit, to an annual maximum benefit of $1000.00</td>
</tr>
<tr>
<td>Speech Therapist</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>Acupuncturist</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>Psychologist</td>
<td>$100 per benefit year</td>
</tr>
<tr>
<td>Health Benefits</td>
<td></td>
</tr>
<tr>
<td>Benefit Year:</td>
<td>January 1 to December 31</td>
</tr>
<tr>
<td>Default Coverage:</td>
<td>Single</td>
</tr>
<tr>
<td>Coverage Ends:</td>
<td>Upon retirement or age 70, whichever is earlier, or as specified under Termination</td>
</tr>
<tr>
<td>Travel Benefit</td>
<td>In Canada Only</td>
</tr>
<tr>
<td>Deductible:</td>
<td>Nil</td>
</tr>
<tr>
<td>Co-Pay:</td>
<td>0%</td>
</tr>
<tr>
<td>Maximum Number of Days per Trip</td>
<td>N/A</td>
</tr>
<tr>
<td>Emergency Services</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>Referral Services</td>
<td>Reasonable and customary</td>
</tr>
<tr>
<td>Default Coverage:</td>
<td>Single</td>
</tr>
<tr>
<td>Coverage Ends:</td>
<td>Upon retirement or age 70, whichever</td>
</tr>
</tbody>
</table>
## Dental Benefit

### Fee Guide:
The current minus one year Provincial Dental Association Fee Guide for General Practitioners, Denturist or Dental Hygienist in the province where services are rendered

### Deductible:
$25 per covered person, $50 per family, per benefit year

### Co-pay:
<table>
<thead>
<tr>
<th>Service Type</th>
<th>Co-pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Services</td>
<td>20%</td>
</tr>
<tr>
<td>Comprehensive Basic Services</td>
<td>20%</td>
</tr>
<tr>
<td>Major Services</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Benefit Year Maximums:
Maximums are pro-rated based upon eligibility date. We will not pay more than the following amounts per person.

- **Year 1 – Employee Eligibility Date:**
  - January 1 to March 31 - $1,300
  - April 1 to June 30 - $975
  - July 1 to September 30 - $650
  - October 1 to December 31 - $325
- **After the first year of coverage:** $1,300 (Basic Comprehensive Basic & Major Services combined)

### Late Applicant - Restriction on Payments:
$100 for all eligible expenses for the first 12 months of coverage based on effective date, if you apply for coverage for yourself or your dependents more than 31 days after becoming eligible

### Benefit Year:
January 1 to December 31

### Default Coverage:
Single

### Coverage Ends:
Upon retirement or age 70, whichever is earlier, or as specified under Termination

### Basic Life Coverage

<table>
<thead>
<tr>
<th>Coverage</th>
<th>$25,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage reduces</td>
<td>To 50% at age 65</td>
</tr>
<tr>
<td>Coverage ends</td>
<td>When you retire or reach age 70, whichever is earlier. Coverage may also end on an earlier date, as specified in General Information.</td>
</tr>
</tbody>
</table>

**This summary is for reference only. In the event of a discrepancy, the employee booklet or the group contract will take priority.**
Letter of Understanding #1 – Re: Letters of Understanding

Between

Unifor Local 40

and

March of Dimes Canada

All Letters of Understanding attached hereto shall be deemed as being incorporated into the Collective Agreement.

Signed this ____ day of ____, 2014

FOR THE UNION: _____________________________

_____________________________ _____________________________

_____________________________ _____________________________

_____________________________ _____________________________

_____________________________ _____________________________

FOR THE EMPLOYER: _____________________________

_____________________________ _____________________________

_____________________________ _____________________________

_____________________________ _____________________________

_____________________________ _____________________________
Letter of Understanding #2 – Re: Pay Day

Between

Unifor Local 40

and

March of Dimes Canada

The parties agree to note herein the interest of bargaining unit employees in changing to a bi-weekly pay period in the event that the Provincial Office of the Employer contemplates a change to the present practice regarding pay periods.

Signed this ______ day of ____, 2014

FOR THE UNION: FOR THE EMPLOYER:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________
Letter of Understanding #3 – Re: Shift Rotation

Between

Unifor Local 40

and

March of Dimes Canada

For the duration of the Collective Agreement the Employer will not introduce a requirement that the work schedules of employees include shift rotation.

Signed this _____ day of _______, 2014

FOR THE UNION:  

__________________________________  

__________________________________  

__________________________________  

__________________________________  

__________________________________

FOR THE EMPLOYER:

__________________________________  

__________________________________  

__________________________________  

__________________________________  

__________________________________
Letter of Understanding #4 – Re: Social Justice Fund

Between

Unifor Local 40

and

March of Dimes Canada

The Employer agrees to pay into the Social Justice Fund one (1) cent per hour per employee for all hours paid, effective July 1, 2004. Such monies to be paid on an annual basis in January into the Unifor Social Justice Fund (SJF) which is a registered charity established by the National Union, Unifor, and sent by the Employer to the following address: Unifor Social Justice Fund, 205 Placer Court, Toronto, ON M2H 3H9. The Employer will be issued with a charitable receipt for each payment.

Signed this _____ day of ____, 2014

FOR THE UNION: FOR THE EMPLOYER:

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________
Letter of Understanding #5 – Re: Parking

Between

Unifor Local 40

and

March of Dimes Canada

For the duration of the Collective Agreement the Employer will maintain current or equivalent parking arrangements at no cost to employees.

Signed this ______ day of ____, 2014

FOR THE UNION: _____________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

FOR THE EMPLOYER: _____________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
Letter of Understanding #6 – Re: Fee for Service Consumers

Between

Unifor Local 40

and

March of Dimes Canada

Employees are able to participate in extra hours made available through fee for service opportunities. These hours, which may fluctuate, are not guaranteed, and will not take priority over existing scheduled hours. Participation by staff is voluntary and cannot compromise funded services. All provincial legislation which applies to funded programs will also apply to hours worked in fee for service programs. Prior to accepting additional hours for fee for service programs, staff will be obligated to inform management of any potential scheduling conflicts.

Signed this ______ day of _____, 2014

FOR THE UNION: FOR THE EMPLOYER:

_________________________________ _____________________________
_________________________________ _____________________________
_________________________________ _____________________________
_________________________________ _____________________________
_________________________________ _____________________________
Letter of Understanding #7 – Re: Payment of Overtime for Existing Regularly Scheduled Shifts in Excess of Eight (8) Hours

Between

Unifor Local 40

and

March of Dimes Canada

The Union agrees that the Employer will pay time and a half overtime for hours in excess of eight (8) hours daily, with the exception of all regularly scheduled shifts on the Master Schedule that exceed eight (8) hours. For these regularly scheduled shifts in excess of eight (8) hours, time and a half overtime will not begin until the end of the regularly scheduled shift. (For example, if an employee has a regularly scheduled shift of 11 hours, they will not begin to receive time and a half overtime until they complete the 11 hour shift, and will get time and a half overtime paid for all hours in excess of eleven (11) hours).

Signed this _____ day of________, 2014

FOR THE UNION:                                               FOR THE EMPLOYER:

___________________________________________________________  _______________________________________________________

___________________________________________________________  _______________________________________________________

___________________________________________________________  _______________________________________________________

___________________________________________________________  _______________________________________________________
Letter of Understanding #8 – Re: Pet Care Policy

Between

Unifor Local 40

and

March of Dimes Canada

The Union will accept MODC Pet/Animal Care Policy (AS 03 04 02, released January 10, 2011). The Union recognizes and accepts that the Employer will need to adapt the policy to reflect changes in industry standards and applicable legislation.

Signed this _______ day of_____, 2014

FOR THE UNION: FOR THE EMPLOYER:

_________________________________ _______________________________________

_________________________________ _______________________________________

_________________________________ _______________________________________

_________________________________ _______________________________________

_________________________________ _______________________________________
Letter of Understanding #9 – Re: Call In Shifts

Between

Unifor Local 40

and

March of Dimes Canada

The Employer will utilize the shift cancellation and replacement form at all sites to assist staff in tracking shift coverage that follows in the principles of the Collective Agreement.

Signed this ____ day of ________, 2014

FOR THE UNION: FOR THE EMPLOYER:

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________

__________________________________________  __________________________________________
Letter of Understanding #10 – Re: Security Issues at York University Between 02:00AM and 06:00AM

Between

Unifor Local 40

and

March of Dimes Canada

If the employee feels his/her safety is threatened, as they are not accompanied by a security officer, between the hours of 2:00am and 6:00am, s/he will have the option not to provide service.

Signed this ____ day of ________, 2014

FOR THE UNION:  FOR THE EMPLOYER:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Letter of Understanding #11 – Re: Training

Between

Unifor Local 40

and

March of Dimes Canada

The Employer will use its best efforts to schedule mandatory training within the City of Toronto.

Signed this ____ day of _______, 2014

FOR THE UNION: _____________________________

_____________________________

_____________________________

_____________________________

_____________________________

_____________________________

FOR THE EMPLOYER: _____________________________

_____________________________

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Letter of Understanding #12 – Re: FOBS/Access Cards

Between

Unifor Local 40

and

March of Dimes Canada

If an employee loses a FOB/Access Card, the Employer will only replace the cost of replacing the first lost FOB/Access Card. The Employee will be required to pay for the cost of replacing all future losts FOBS/Access Cards

Signed this____ day of _____, 2014

FOR THE UNION: FOR THE EMPLOYER:

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Letter of Understanding #13 – Re: PSW Wage Increase

Between

Unifor Local 40

and

March of Dimes Canada

If the Ontario Government increases the wage rates for Personal Support Workers (PSWs) in the sector in which this bargaining unit operates and the changes are implemented and funded and the Support Service Attendants (SSAs) at March of Dimes Canada qualify for the increase, the wage increase will be given to the applicable bargaining unit employees in the same manner as the non-unionized employees.

Signed this ___ day of ____, 2014

FOR THE UNION: ___________________________ FOR THE EMPLOYER: ___________________________

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