

AGREEMENT

between

**Cassellholme
Home For the Aged
For The District of East Nipissing**

and

**Canadian Union of Public Employees
and Its Local 146, C.L.C.**

**January 1, 2001
to
December 31, 2003**

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Expiry Date:

December 31, 2003

COLLECTIVE AGREEMENT

BETWEEN:

**THE BOARD OF MANAGEMENT
OF CASSELLHOLME
HOME FOR THE AGED
FOR THE DISTRICT OF
EAST NIPISSING
(hereinafter referred to as “the Board”)**

AND

**CANADIAN UNION OF
PUBLIC EMPLOYEES
AND ITS LOCAL 146, C.L.C.
(hereinafter referred to as “the Union”)**

COLLECTIVE AGREEMENT

Between:

**CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED**

and:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 146**

ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board 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, and wages for all employees who are subject to the provisions of the Agreement.

1.02 Where the singular of masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 – SCOPE

2.01 The Board recognizes the Union as the sole and exclusive collective bargaining agent for all its employees save and except Professional Medical Staff, Graduate Nursing Staff, Technical Personnel, Day Care / Activities Personnel, Supervisors, persons above the rank of Supervisor and Office Staff and Dietitian.

2.02 Full-Time Employees

The Normal hours per week shall be forty (40) hours. Employees shall be required to work an average of five (5) eight (8) hour shifts, inclusive of a half (1/2) hour paid meal period.

2.03 Part-Time Employees:

'This Collective Agreement is fully applicable to all part-time employees unless otherwise specified.

2.04 A part-time employee is one who has satisfactorily completed a probationary period of 400 hours, is assigned to a classification within the bargaining unit and who is thereafter normally employed by the Board on a regular

basis for not more than twenty four (24) hours weekly.

A part time employee may work more than twenty-four (24) weekly on a temporary basis to cover absences due to illness, vacation, leaves of absence and still retain part-time status. Assignments relating to these types of absences shall be for periods not exceeding six (6) months, unless extended in writing, by mutual agreement of the parties.

2.05 No Other Agreements:

No employees shall be required or permitted to make a written or verbal agreement with the Board or his / her representatives which may conflict with the terms of the Collective Agreement.

2.06 The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, leaves of absence, resignations, retirements, deaths, workers off on WSIB, or other terminations of employment.

2.07 Work of the Bargaining Unit:

Persons whose jobs are not in the bargaining unit shall not work any jobs,

which are included in the bargaining unit, except in cases of emergency or for purposes of training or direction.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive right and power of the Board:

- (a) To maintain order, discipline, and efficiency;
- (b) To hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off, suspend, or otherwise discipline employees;
- (c) Generally to manage and operate the enterprises in which the Board is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the types and locations of machines and standards and procedures for the care, welfare, safety, and the comfort of the residents, in the Horne, the allocation and the number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Horne's operations not otherwise

specifically dealt with elsewhere in this Agreement;

- (d) To establish and enforce rules and regulations to be observed by all the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (e) To exercise any of the rights, powers, and functions or authority which the Board had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are specifically abridged or modified by this Agreement.

ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE

4.01 The parties agree to appoint a Labour Management Committee of five (5) employees appointed by the Union and five (5) members appointed by the Board it being understood that no more than three (3) employees appointed by the Union and three (3) of the members appointed by the Board shall be in attendance at any meeting. Such a Committee shall meet to discuss and if possible provide

understanding of points of mutual interest between the parties it being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committees. The Committee shall meet once every three (3) months as agreed between the parties and all matters for discussion to be placed on the agenda.

4.02 Representatives of the Union shall not suffer any loss of regular pay for time involved in meetings with the Board during the employee's regular working hours.

ARTICLE 5 – NO DISCRIMINATION.

5.01 The Board agrees that there will be no discrimination, interference, restriction, or coercion exercised or practiced by any of its representatives with respect to any employee because of his membership or non-membership in the Union.

ARTICLE 6 – NO COERCION

6.01 The Union agrees that there will be no intimidation, interference, restriction, or coercion exercised or practiced on

employees of the Board by any *of* its members or representatives and that there will be no Union activity, solicitation for membership, and no meetings on Board premises except with the permission of the Board or its designated representatives.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Board agrees that it will not cause or direct any lockouts of its employees for the duration *of* this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning *of* the Board for the duration of this Agreement.

ARTICLE 8 – UNION MEMBERSHIP

8.01 The Union agrees that any employee to whom this contract applies may exercise or may refrain from exercising his right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE 9 – BULLETIN BOARDS

9.01 The Board will designate two (2) bulletin boards in a mutually agreed location on which the Union shall have the right to post notice of meetings and such other notices as may be of interest to other employees, subject to the approval of the Administrator of material to be posted. Such approval shall not be unreasonably withheld. All postings required under this Agreement shall be made on this bulletin board.

ARTICLE 10 – UNION SECURITY

10.01 The Board shall deduct from every employee an amount equal to the current monthly dues, whether such employee is a member of the Union or not. It is understood and agreed by the parties of this Collective Agreement that the deduction of the monthly dues does not have anything to do with Article 21.01 and 21.02 of the Collective Agreement.

10.02 Deductions shall be made in the payroll period at the end of each month, and shall be forwarded to the

Secretary-Treasurer of CUPE National not later than the 15th day of the month following. The Union dues list shall indicate the name, classification, and amount of dues deducted and whether the employee is full-time or part-time. A copy of the direct remittance shall be given to the Secretary-Treasurer of the Local.

- 10.03** The amount of Union dues deducted during the previous calendar year shall be included on the T4 issued annually to each employee.
- 10.04** The Board shall supply to the Union once each contract year the names, addresses, and job classifications for all employees in the bargaining unit.
- 10.05** The Union agrees to indemnify and save the Board harmless against any claim or liability arising out of the application of this Article.

ARTICLE 11 – NEGOTIATING COMMITTEE

- 11.01** The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees, and will recognize and deal with the said

Committee for the purposes of negotiating the collective bargaining agreement. Negotiating Committee members shall be compensated for wages lost during negotiations. The place of meeting for contract negotiations shall be mutually agreed upon, and the costs of the location of the meeting shall be shared equally.

ARTICLE 12 – STEWARDS

12.01 The Board acknowledges the right of the Union to appoint or otherwise select six (6) stewards.

ARTICLE 13 – GRIEVANCE COMMITTEE

13.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of four (4) members from among the stewards plus a member of the Executive. It is agreed the maximum number of employees attending a grievance meeting shall be two (2), excluding the grievor(s). The Union agrees to notify the Board in writing of the names of the stewards and Grievance Committee members, and

any changes therein as they occur and only stewards and Grievance Committee members thus named shall be recognized by the Board.

ARTICLE 14-COMMITTEE AND STEWARDS

14.01 Permission to leave work - The Board agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognized that each steward is employed by the Board and that he / she will not leave his / her work except to perform his / her duties under this Agreement. Therefore, no steward shall leave his / her work without obtaining the permission of his / her supervisor which permission shall not be unreasonably withheld. Further, the Union recognized that time spent dealing with such issues must not disrupt services to the Residents.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Verbal complaint - If any employee has a verbal complaint concerning

the application, interpretation, administration, or alleged violation of any of the provisions of the Agreement, he shall take the matter up orally with his immediate supervisor, within fifteen (15) days of alleged violation. In the case of wage complaint said fifteen (15) days shall commence from the time the employee receives his pay cheque. The supervisor must respond within two (2) days of the employee's complaint being lodged. In the event that supervisor's response is deemed by the employee to be unsatisfactory then the employee may, within ten (10) days of the supervisor's response proceed to Step 1.

Step 1: The Employee who shall be assisted by a Steward shall submit a written grievance to his Department Head. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the agreement, which are alleged to be violated. The Department Head shall respond in writing within five (5) days of the

employee's grievance being lodged. Failing a satisfactory settlement at Step 1, Step 2 of the grievance procedure may be invoked within three (3) days of the Department Head's answer.

Step 2: The employee shall refer the grievance to the Administrator or his designate who shall meet with the grievor and, his steward and a Grievance Committee member within five (5) days of receipt of the grievance. The Administrator or his designate shall render his decision within ten (10) days of said meeting.

15.02 If not settled at Step 2, the parties may, upon mutual agreement, agree to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) days in accordance with Article 16.

15.03 It is understood by the parties that in all stages, Saturdays, Sundays and Statutory Holidays will not be included in computing the number of days under Articles 15 and 16.

15.04 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 his/her steward. In the case of suspension or discharge the Board shall notify the employee of this right in advance.

15.05 A grievance concerning suspension or discharge of any employee will be submitted at step 2 of the grievance procedure.

15.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees; two (2) or more, or the

Union have similar grievances, Step 1 of the grievance procedure shall be by-passed.

ARTICLE 16 – ARBITRATION

- 16.01** A notice of intent to arbitrate shall contain the name of the aggrieved party's appointee to the arbitration board. Within five (5) days from the receipt of the notice of intent to arbitrate, the other party must in turn, name their appointee. A third member to act as Chairman shall be appointed by the respective appointees. Should either fail to name their appointee within the required five (5) days or should the appointees fail to select a chairman within twenty (20) days from the date of their appointment, either party or their appointee shall request the Ontario Labour-Management Arbitration Commission to make the appropriate appointment.
- 16.02** Each of the parties hereto will bear the expenses of their appointee to the Board and the parties will equally

bear the fees and expenses of the Chairman.

16.03 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in this agreement or substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

16.04 Time limits referred to in Articles 15 and 16 may be extended by mutual agreement of the parties, but otherwise failure on the part of the grievor to observe the time limits shall be deemed to be an abandonment of the grievance.

ARTICLE 17 – MANAGEMENT GRIEVANCES

17.01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances and if such complaints or grievances are not settled to the

mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.

17.02 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be by-passed.

ARTICLE 18 – SENIORITY

18.01 Seniority is the principle of granting preference to employees for promotions, demotions, transfers lay-offs and recalls after lay-offs in accordance with the length of continuous service with the Board. In all such cases, the following two (2) factors shall be considered by the Board in determining which employees shall be affected:

- (a) The seniority ranking of the employees affected;
- (b) The requirements and the efficiency of operations; the ability, knowledge, training, skill and physical fitness of the individual to fulfill the requirements of the job

and the capability of the individual to assume responsibility.

- (c) When in the judgement of the Board, which shall not be exercised in a discriminatory manner, factor (b) is equal as between two or more employees, then and only then, shall factor (a) govern.

18.02 Seniority shall be based on the employee's start date of part-time or full-time employment whichever is earlier, provided there has been no break in seniority in accordance with Article 18.07.

- a) The Board shall prepare annually in January each year one (1) seniority list including all full-time and part-time employees covered by this Agreement. A copy of the seniority list will be provided to the Union and a copy posted on the bulletin board.
- b) The seniority list shall include the name, classification and seniority date of each employee in the bargaining unit as of December 31 of the previous year.

- c) Protests with regard to the seniority list shall be submitted, in writing to the Administrator within thirty (30) calendar days of posting. When proof of error is provided, such error will be corrected and when so corrected, the agreed upon correction(s) shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority list shall be made.

18.03 Contracting Out

The Board shall not cause any lay-off of any employee within the bargaining unit as a result of contracting work out.

18.04 Layoff and Recall Language

- (a) A layoff shall be defined as reduction in the workforce or a reduction in the regular hours of work as defined in this agreement.
- (b) In the event of a proposed layoff as defined in (a), the Board will provide the Union will no less than fifteen (15) calendar days notice in advance of the employee receiving notification of the layoff. The Board

shall provide an employee with no less than thirty (30) calendar days of such layoff.

Following receipt of the advanced notice of layoff by the Union, the Board and the Union shall meet at Labour Management Committee to review the following:

- i. discuss alternatives to the lay-offs
- ii. the reason causing the layoff
- iii. the service the Board will undertake after the layoff
- iv. the method of implementation including the areas of cut-back and employees to be laid off
- v. ways the Board can assist employees to find alternative employment

- (c) Any agreement between the Board and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff or pay in lieu of shall be in accordance with the provisions of the Employment Standards Act, but in any event not less than thirty (30) days.
- (d) In the event of a layoff, the Board shall layoff employees in the reverse

order of their seniority within their classification.

- (e) An employee who is subjected to lay-off shall have the right to either:
 - i. accept the layoff and be placed on recall list for twenty-four (24) months; or
 - ii. displace an employee who has lesser bargaining unit seniority if the employee originally subject to layoff can perform the duties without training other than orientation. The requirements for such training and orientation will be discussed by the parties under B of this section. Such employee so displaced shall be laid-off, subject to his rights under this section. The right to bump shall include the right to bump up.
 - iii. Where an employee designated for layoff elects to exercise his seniority and displace a less senior employee, the employee with the least seniority in the department or unit holding the classification in which the senior employee chooses to bump, shall be the employee displaced.

- (9) **An** employee shall have an opportunity for recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (g) i. An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position he held prior to the lay-off should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified to perform the duties of his former position. No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

- ii. An employee bumping to another position has the right to reclaim their former position if the position becomes available within twenty-four (24) months of the layoff provided that the employee remains qualified to perform the duties of their former position.
- (h) The Board shall notify the employee of recall opportunity by telephone or registered mail, addressed to the last address on record with the Board (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Board.
- (i) Grievances concerning lay-off and recalls shall be initiated at Step 2 of the Grievance Procedure.
- (j) In the event of a lay-off of an employee, the Board shall pay its share of insured benefits premiums set out in Article 24. Such payments

by the Board shall be made to the earlier of the employee being employed elsewhere or for a period of three (3) months.

18.05 There shall be no lay-off of employees with seniority until all probationary employees have been laid off in that classification.

18.06 No probationary employee will be hired until all employees with seniority have been recalled in that classification.

18.07 Loss of Seniority

An employee shall lose all Seniority and shall be deemed to have quit the employ of the Board if the employee:

- (a) quits the employ of the Board;
- (b) is discharged for just cause and is not reinstated;
- (c) fails to return to work after the completed leave of absence granted by the Board;
- (d) fails to return to work within seven (7) days after being sent a recall notice by registered mail to his last recorded address with the Board;

- (e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted
- (f) is laid off or absent because of legitimate illness or absent because of non-compensable injury for more than twenty-four (24) months;
- (g) is absent from work without a reason acceptable to the Administrator for three (3) or more consecutive working days.

18.08 An employee who fails to give the Board notice of termination in writing two (2) weeks prior to such termination or who has been terminated for just cause shall receive vacation pay in accordance with the Employment Standards Act.

18.09 Job Posting Procedures

- (1) When a vacancy occurs in the bargaining unit, which the Board intends to fill, or when a new position is created, the Board shall post a notice on the bulletin board for seven (7) calendar days.

The job posting shall contain the following information:

- (a) a summary of the duties of the position;
- (b) the qualifications required, job requirements as determined by the Board must be relevant to the position and department;
- (c) the hours of work;
- (d) the wage / salary rate for the position and;
- (e) where the vacancy is of a temporary nature, the anticipated duration of the vacancy.

All job postings shall state "This position is open to female and male applicants."

- (2) Applications for posted positions must be submitted to the Department Head on or before the closing date shown on the posting. To be eligible to apply for a posted position, the employee must be available for work within three (3) weeks of the effective date of the new job or vacancy.

The Board shall post the name of the successful applicant within seven (7) calendar days of the position being filled.

- 18.10** Nothing herein shall prevent the Board from temporarily filling a vacancy during the initial and subsequent job posting periods.
- 18.11** In this Article, vacancy shall mean those vacancies anticipated to extend beyond four (4) consecutive weeks, and such vacancies shall be posted promptly. Nothing herein shall restrict the Board from filling vacancies anticipated to be less than four (4) consecutive weeks.
- 18.12** It is agreed and understood that only part-time employees will be considered eligible for a temporary full-time vacancy resulting from a full-time employee being selected as the successful applicant for a posted temporary position.
- 18.13** The Board shall not advertise any vacancy externally until such time as the applications of bargaining unit employees have been considered.
- 18.14 Trial Period**
In the event the successful applicant is a bargaining unit member, then he

/ she shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, he / she shall be returned to his / her former position, wage salary rate, without loss of seniority. During the trial period of two months, the successful applicant may elect to return to his / her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his / her former position, wage or salary rate, without loss of seniority. The position vacated by the successful applicant may be filled on a temporary basis until the trial period is completed.

In the event a part-time staff member is on trial for a full-time position, it is understood that the employee shall continue to receive pay on the basis of a part-time employee along with appropriate lieu pay during the two

(2) month trial period. Therefore, medical fringe benefits shall not be forthcoming during this two (2) month trial period.

In the event an employee elects to return to his/her former position during the trial period, he/she must provide the Department Head with one (1) week's notice in writing of his/her intent to do so.

18.15 Notification to Employee and Union

- Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board.

ARTICLE 19 – DISCIPLINE

19.01 The Union will be provided with a copy of written disciplinary action, which is placed in an employee's file. The Union will also be provided with copies of any counseling letters or any other letters that are placed on the employee's file at the time of filing or of issuing same.

19.02 The record of an employee shall not be used against him / her at any time after twenty-four (24) months following suspension, disciplinary action or written warning, provided that there is no recurrence of disciplinary action within the twenty-four (24) month period. The parties mutually agree that all disciplinary action in regards to resident abuse will remain on file.

ARTICLE 20 – ACCESS TO FILE

20.01 An employee will be allowed to review his personnel file for a reasonable period of time at a time scheduled by the Board, once per calendar year in the presence of HR personnel or designate. The employee will submit a request in writing to Human Resources to make arrangements for the review. Letters of reference will not be available for review by the employee. Upon reasonable notice, once per year, an employee will be provided copies of material contained in his personnel file prepared at the employee's expense.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Full-Time Employees

Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, the parties of this Agreement agree that the employment of probationary employees may be terminated at any time during the probationary period without the recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the last date of hire.

21.02 Part-Time Employees

Newly hired part-time employees shall be considered on a probationary basis until they have worked four hundred (400) hours from the date of hire. During the probationary period employees shall

be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, *the* parties to this Agreement agree that the employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the last date of hire.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Union Business

Leave of absence without pay and without loss of seniority shall be granted to employees to attend conventions, schools and seminars conducted by the Union provided that the Union gives the Board at least two (2) weeks written notice in advance unless extenuating circumstances arise of the requirement of the Employee to absent himself and provided that in the judgement of the Board the efficiency of operations

shall not be affected by such leave. When the Board grants such a leave, it will continue the employee's regular pay and benefit coverage during the period of leave, The Union will be invoiced quarterly and will reimburse the Board within thirty (30) days thereafter.

22.02 Personal Leave

The Board may grant leaves of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Board mutually agree otherwise. Such leaves of absence requests will not be unreasonably denied.

Where such leave of absence is granted, the employee may continue his participation in the benefit plans described in Article 24 hereto by assuming responsibility for the full costs of these plans for the duration of the leave.

Where an employee elects to continue coverage during a leave of absence, premium payment shall be made to the Board no later than the

first working day of each month otherwise the employee's coverage will be terminated until such time as he returns to work.

22.03 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave he may forfeit all his seniority rights and privileges contained in this Agreement. All leaves of absence shall be applied for in writing to the Administrator or designate and he shall respond in writing.

22.04 Bereavement Leave

In the event of a death in the immediate family of an employee, such employee shall be allowed three (3) consecutive days away from work, one of which days shall be the day of the funeral. The employee will be paid to the extent that three (3) days are scheduled workdays straight time at his regular pay rate. Immediate family shall mean father, mother, father-in-law, mother-in-law,

son, daughter, sister, brother, spouse, including same sex spouse, grandparents, including spouse's grandparents, grandchildren, brother-in-law, sister-in-law, common-law spouse, daughter-in-law, and son-in-law, step son and step daughter.

A Part-time employee shall receive pay only for the hours he was scheduled to work.

22.05 Pregnancy and Parental Leave

(a) Pregnancy and Parental Leave will be administered in accordance with the provisions of the *Employment Standards Act*.

(b) A part-time employee relieving for an employee during a period of Pregnancy or Parental Leave will retain his part-time status and continue to receive the appropriate payment in lieu of employee benefits set out in Article 28 during such period of relief.

22.06 Jury and Witness Duty Leave

The Board shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or

who is required by subpoena to attend a court of law or coroner's inquest. The Board shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

ARTICLE 23 ~ SICK LEAVE

- 23.01** A new full-time employee who has completed the probation period shall be credited with 4.5 days of sick leave credit. Thereafter, a full-time employee shall be credited with 1.5 days of sick leave for every month of service or part thereof and shall be cumulative to a maximum of 260 days. Notwithstanding the above, an employee off work because of compensable injury or illness shall continue to accumulate sick leave credits for a period of one (1) year from the date of absence.
- 23.02** Any employee absent from work through sickness in excess of three (3) days shall be required to produce

a certificate from a duly qualified medical practitioner certifying as to such employee's illness. On the fourth (4th) or subsequent illness in any calendar year, the Board may request such a certificate for shorter periods of absence. Further, an employee having been absent in excess of three (3) days is required to advise his immediate supervisor of his intent to return to work at least twenty-four (24) hours prior to the return.

- 23.03** On reaching retirement age or if any employee is forced to retire due to ill health or if any employee terminates his employment having had seven (7) or more years seniority with the Board, accumulated sick leave benefit will be paid in cash, on the basis of the current wage scale not exceeding fifty percent (50%) of the total number of days standing to the credit of such employee and in any event not more than an amount equal to six (6) months earnings at the current rate. Calculations to be made from July 1st, 1963.

23.04 A statement of accumulative sick leave shall be given to an employee in January of each year.

23.05 When a full-time employee is transferred to a part-time position, he shall be credited with all the unused portion of sick leave standing to his credit at the time of transfer.

ARTICLE 24 – HOSPITALIZATION, MEDICAL BENEFITS AND RETIREMENT

24.01 The Board agrees to contribute one hundred percent (100%) of the Ontario Health Insurance Plan for all employees participating.

24.02 Normal retirement for all employees shall take place on the first working day of the calendar month following the month in which the employee reached sixty-five (65) years of age. Regular full-time employees must participate in **OMERS**. Contributions by employees and Board shall be made in accordance with appropriate legislation.

24.03 (a) Upon completion of three (3) months of service with the Home, the Board

agrees to contribute one hundred percent (100%) of the premium cost of a group life insurance policy in the amount of twenty five thousand dollars (\$25,000) for each full-time employee.

- (b) Subject to enrolment requirements of the insurer, the Board shall make available an Optional Life Insurance Plan providing coverage for an employee and/or his spouse. Such Optional Life Insurance coverage to be available in units of \$ 10,000 to a maximum set out in the policy and subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for 100% of the premium costs of this plan, through payroll deductions.

24.04 The Board shall pay one hundred percent (100%) of the premium for the Blue Cross Extended Health Care Plan, or equivalent plan to all employees covered by this Agreement including Vision Care to two hundred dollars (\$200) per twenty four (24) month period.

24.05 A dental plan, Blue Cross #9, (or its equivalent) will be provided based on current ODA fee schedule providing that the enrollment requirement of the plan for the bargaining unit are met. The Board will pay seventy-five percent (75%) of the billed premiums of this plan and the employee will pay twenty-five percent (25%) of the billed premiums of this plan.

Effective upon ratification, a dental plan, Blue Cross #9 (or its equivalent), will be provided based on the ODA fee schedule in effect immediately prior to the current ODA fee schedule (one year behind current). The plan shall provide for recall (checkup) schedules of once every six (6) months for persons eighteen (18) years of age or less and once every nine (9) months for persons over eighteen (18) years of age. The Board will pay seventy-five percent (75%) of the billed premiums of this plan and the employee will pay twenty-five (25%) of the billed premiums of this plan.

24.06 Where an employee is off work due to illness or disability, the Board will continue its contributions to the above plans for a maximum period of twelve (12) months from the onset of illness or disability. The Board's obligations in this regard will cease immediately in the event of an employee failing to contribute his share of the premium costs.

Upon expiration of the above (12) month period, an employee may elect to continue his participation in all or any of the above plans by assuming responsibility for the full premium costs for the coverage to be continued.

When an employee elects to continue coverage under any or all of the above plans, premium for such coverage shall be payable to the Board no later than the first working day for each month of coverage. The Board shall provide the employee with a minimum of thirty (30) days written notice of the expiration of the twelve (12) month period referred to above.

24.07 Failure to pre-pay premiums by the first working day for each month of

coverage will result in termination of benefits.

ARTICLE 25 – CLASSIFICATIONS AND WAGE RATE

11 The _____ is and Wage Rates are set out in _____ Schedule "A" attached hereto and for _____ an integral part of this Agreement.

25.02 Job _____ i _____ tion

- b) The Board _____ to draw up job descriptions for all positions _____ which the Union is the bargaining agent and /or make current copies available to the Union.
- b) An _____ shall _____ given _____ of his or her job description upon _____ que
- c) Job descriptions _____ shall not be _____ or altered _____ without _____ mission with the J _____

25 _____ Job _____

The _____ shall prepare a job description _____ when a new job classification is created. The Board _____ shall provide the Union with a copy of the job description and the _____ _____

salary range for the ⁶⁰ new classification. Following discussion, and in the event that the parties are unable to agree on the appropriate salary range, the matter shall be referred to arbitration for final resolution.

25.04 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior notification to the Union.

ARTICLE 26 – RELIEVING IN OTHER GRADES

26.01 When an employee is assigned to relieve in a position of higher rating for four (4) consecutive hours or more, he shall receive the rate for the position for which he is relieving for the full period of relief. When an employee is assigned to relieve temporarily in one shift or more in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

ARTICLE 27 - UNIFORMS

27.01 (a) The Board will supply three (3) uniforms annually to employees

classified as Orderlies, Cooks, Food Service Workers, Housekeepers, Laundry Aides, and all Maintenance positions. Such uniforms shall be laundered and maintained by the employees, and such uniforms shall be worn by employees while on duty.

Employees are required to wear shoes in keeping with the safety policies of the Board.

Nursing staff shall wear white shoes.

- (b) Where required the Board will provide hairnets.
- (c) The Board will provide an annual allowance of twenty-five dollars (\$25.00) towards the cost of safety boots for the full-time employees of the Maintenance department.

ARTICLE 28 – GENERAL

28.01 Part-Time Employees

In addition to the employee's hourly rate, a part-time employee shall receive in lieu of fringe benefits provided in Article 24 - Hospitalization and Medical Benefits, an amount

equal to thirteen percent (13%) of his regular hourly rate.

The parties agree that such payment in lieu of benefits shall be increased to fourteen percent (14%) effective January 1, 2003.

ARTICLE 29 – PAYDAYS

29.01 Paydays shall be every second Friday except that should a holiday fall on that day then the preceding day shall be deemed to be paying day. There shall be a one (1) week holdback of all pay and pay will be deposited in the financial institution of the employee's choice.

Where an error exceeding fifty dollars (\$50.00) occurs on the employee's paycheque, the Board will issue a manual cheque to reimburse the employee in the amount of the error.

ARTICLE 30 – WELFARE

30.01 Rest Periods

An employee shall receive one (1) fifteen (15) minute paid rest period

during each four (4) hour portion of a scheduled shift.

ARTICLE 31 – HOURS OF WORK AND WORKING CONDITIONS

- 31.01** For the purpose of computing time, the working days shall commence at 12:01 a.m., and conclude at 12:00 p.m.
- 31.02** The normal hours of work for all employees covered by this Agreement shall be as follows:

Full-Time Employees

The Normal hours per week shall be forty (40) hours. Employees shall be required to work an average of five (5) eight (8) hour shifts, inclusive of a half (1/2) hour paid meal period.

Part-Time Employees

It is agreed that the scheduled hours of work for part-time employees will be distributed on an equitable basis among those employees normally performing the work. Where additional shifts or additional hours become available beyond those referred to above, they shall be distributed on a

rotation basis, in order of seniority, amongst those part-time employees normally performing the work.

With respect to additional shifts or additional hours, the following procedures shall be applied to the administration of this clause:

- (a) The most senior employee normally performing the work will be given first opportunity to accept the work. If he / she declines, or is not available, the employee shall be considered as having worked for purposes of distribution of additional shifts / hours.
- (b) The available shifts / hours will then be offered to the next most senior employee normally performing the work. This process will continue with the available work being offered to employees in order of seniority until the shift / hours are filled.
- (c) Subsequent shift / hours that become available will be offered to the employee next lower in seniority to the individual filling the additional shift / hours immediately preceding the current opportunity. It is agreed and understood that the equitable distribution of

additional shifts shall be based on an equitable distribution of opportunities amongst those employees normally performing the work and not hours worked.

- 31.03** All shifts shall be worked in a period not to exceed eight (8) consecutive hours. There shall be no split shifts. (Note: This includes a paid half (1/2) hour meal period).
- 31.04** The Board will endeavour to arrange schedules so as to permit employees to have at least three (3) weekends off in every nine (9) week schedule. A weekend will consist of fifty-six (56) consecutive hours off with the majority of the hours off being on Saturday and Sunday.
- 31.05** Whenever an employee's schedule is changed by the Board so as to result in regularly scheduled working hours with new starting and finishing times, he shall be paid at the rate of time of one and one half (1-1/2) for work performed during his first working day following such unless notice of such change has been given to him by the Administration or his

designate at least twenty-four (24) hours prior to the new starting time. Where possible, each employee shall notify his supervisor four (4) hours in advance when he will be absent from work.

31.06 Subject to the approval of the Employer, an employee may exchange a scheduled shift with another employee by giving the employer at least twenty-four (24) hours notice of his intention to exchange a shift, together with a written undertaking, signed by the employee willing to replace him. In any event, it is understood that such change in shift indicated by an employee and approved by the Employer shall not result in overtime compensation or payment.

The employees may exchange days off within their classification with employees of identical status, i.e. full-time with full-time, part-time with part-time. Employees may exchange scheduled shifts within their classification with any previously scheduled employees. It is further understood that employees may not

exchange shifts that they have been offered and have accepted after the posting of the schedule.

- 31.07** (a) When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on the next shift, in any less time than sixteen (16) hours after finishing his first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hour time allowed for shift changed has expired. However, the Board will not be required to pay such overtime rate where such sixteen (16) hour period is shortened:
- (1) at the specific request of the employee;
 - or
 - (2) for any period of time by which the sixteen (16) hour rest period is shortened due to the employee having worked overtime on his previous shift.
- (b) In the case of the Dietary Department and Housekeeping Departments, the time off will be

twelve (12) hours between shifts so as to allow more consecutive working days for these employees. The parties agree that the implementation of this clause will not directly result in a reduction of the current full-time staff complement in the Dietary and Housekeeping Departments.

ARTICLE 32 – SHIFT DIFFERENTIALS

32.01 Effective May 7th, 1992, a shift premium of forty-five cents (\$0.45) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

ARTICLE 33 – OVERTIME

33.01 Authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one half (1-1/2) the employee's regular hourly rate. Overtime opportunities will be distributed equitably among those full-time employees normally performing the work. Where an error in the distribution of overtime results in a missed opportunity, the duly entitled employee shall be offered the

next available opportunity in his classification as a remedy.

- 33.02 Any employee required to work on his regularly scheduled day off shall be paid at one and one-half (1-1/2) times the regular rate.

It is agreed and understood that time off between work assignments for a part-time employee shall not be considered as scheduled days off and a part-time employee shall have no entitlement under this clause.

33.03 **No Lay-off to Compensate for Overtime**

Employees shall not be required to lay-off during regular hours to equalize any overtime worked unless requested by the employee in writing.

33.04 **Call-Back**

An employee who has left the premises of the Employer and who is requested to and reports for work outside his regular scheduled working hours shall be paid a minimum of four (4) hours pay at straight time or the rate of time one and one-half (1-1/2) for the hours so

worked whichever is the greater, provided the hours so worked do not overlap and extend into his regular shift. If the hours so worked under this call-in provision overlap and extend into his regular shift, he shall receive pay only for the hours actually worked prior to the commencement of his regular shift at the rate of time of one and one half (1-1/2) of his regular rate of pay.

ARTICLE 34 – ANNUAL VACATION AND STATUTORY HOLIDAYS

34.01 (a) i. The following vacation entitlement shall apply to full time employees:

Up to one (1) yrs' service - 4%

After one (1) yrs' service - two (2) wks

After three (3) yrs' service - three (3) wks

After nine (9) yrs' service - four (4) wks

After fifteen (15) yrs' service - five (5) wks

After twenty-three (23) yrs' service

- six (6) wks

A week's vacation pay is a regular week's pay.

- ii. If an employee is absent without pay for more than thirty (30) calendar days in the previous vacation year, the employee will be entitled to his / her vacation time off in the current vacation year; however, in this instance, vacation pay will be calculated on the appropriate percentage (i.e., three (3) weeks = 6%) of the employee's previous year's gross earnings. Notwithstanding the above, an employee who is off on a compensable injury or illness shall retain his regular vacation pay for a period of twelve (12) months from the date of absence.

(b) Effective during the 1989 vacation year the existing vacation entitlement for part-time employees will be changed to read as follows:

- Up to four (4) years of service
 - 4% of gross earnings
- After four (4) years of service
 - 6% of gross earnings
- After twelve (12) years of service
 - 8% of gross earnings
- After twenty (20) years of service
 - 10% of gross earnings

Effective January 1, 1999, the vacation entitlement for part-time employees will be changed to read as follows:

- Up to four (4) years of service
 - 4% of gross earnings
- After four (4) years of service
 - 5.77% of gross earnings
- After nine (9) years of service
 - 7.69% of gross earnings
- After fifteen (15) years of service
 - 9.62% of gross earnings
- after twenty-three (23) years of service
 - 11.54% of gross earnings

A part-time employee shall submit a written request at least two (2) weeks in advance of the payday

when he would like to receive his vacation pay. The Board will pay out any vacation money owing to the part-time employees as at December 31st in each year. Such payment will be made in January. Vacation pay shall be paid by separate cheque.

- 34.02** a) Where a day that is designated as a paid holiday for an employee falls within the employee's vacation period, the holiday shall not be counted as a day of vacation leave.
- (b) Any full-time employee while on vacation who becomes ill or injured for more than three (3) days will be allowed at some future date to take additional time off for the period covering the illness or the injury that occurred during his vacation, provided he notifies the Board of this fact during his vacation and the injury or illness is verified by a certificate signed by a duly recognized medical practitioner. Any additional days that are allowed because of the sickness or accident will be paid out of the

full-time employee's sick leave credits.

- (c) A full-time employee shall be eligible to carry over vacation from one year to the next provided that such vacation credits standing to the employee's account at no time exceeds one hundred and fifty percent (150%) of the employees normal annual entitlement.

The Board reserves the right to schedule an employee off work on vacation in instances where an employee has vacation credits standing to his account in excess of one hundred and fifty percent (150%) of his normal annual entitlement.

EXAMPLE:

Annual Vacation Entitlement	Maximum Credits At Any Time
2 weeks	15 days
3 weeks	22.5 days
4 weeks	30 days
5 weeks	37.5 days
6 weeks	45 days

34.03 Vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Every attempt will be made by the Board to grant vacations as requested, however, where in scheduling vacation times, conflicts arise amongst employees as to the choice of vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staffing requirements, in the final determination of the vacation schedule. Employees must submit written vacation requests to their immediate supervisors no later than April 15th, of each year.

34.04 Paid Holidays

The following paid holidays will be observed during the life of this Agreement for all full-time employees covered by this Agreement.

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Floating Holiday (1 day)	

The employee requesting a floating holiday shall apply in writing two (2) weeks in advance of the date in which he wishes to absent himself, and where there is a conflict the seniority of the employees and the efficient operation of the Board shall be the governing factors. If the holiday is not taken during the calendar year the employee shall be reimbursed for it in December of calendar year.

Part-time employees will be entitled to the above-mentioned paid holidays, with the exception of the one (1) floating holiday, provided they meet the qualifications under the Employment Standards Act.

34.05 Employees shall receive a day's pay for not working on the above-named holidays, however, if worked, employees shall be compensated for such work in a manner set forth in the Agreement.

34.06 Any employee required to work on any of the holidays designated under Article 34.04 of the Agreement shall receive salary at two and one half (2-1/2) times the employee's regular rate

or at one and one half (1-1/2) times the employee's regular rate in addition to a day off, with pay, in lieu of the holiday. If the employee elects to take the lieu day, such lieu day must be taken within four (4) months following the holiday he worked on at a time mutually agreed upon by the employee and his supervisor. Where the lieu day is not taken during the above-mentioned period, the employee shall be paid for the lieu day; request for specific lieu days off must be submitted to the supervisor at least one (1) week in advance. An employee's request for an extra day off with pay shall not be unreasonably refused.

- 34.07** In order to qualify for payment of any of the above holidays an employee shall be required to work his last regular scheduled shift immediately preceding the holiday and his next regularly scheduled shift immediately following the holiday. No pay for a holiday not worked shall be made to any employee on leave of absence, *on* Worker's Compensation or on absence for sickness or non-compensable accident.

ARTICLE 35 – HEALTH EXAMINATIONS

35.01 When required by the Board, the employee will submit to a complete medical examination, inoculations and vaccinations; it being understood that the expense of any medical examinations, inoculations, vaccinations, etc. which are required under this clause, shall be borne by the Board, and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by the Board for the Aged and Rest Boards Act, Public Hospitals Act, R.S.O., 1970 - Chapter 378 and amendments thereto and / or regulations passed thereunder. It is understood that when a medical examination occurs during an employee's regular scheduled shift, such employee will be compensated up to a maximum of two (2) hours' loss of pay due to such medical examination.

ARTICLE 36 - RETROACTIVITY

36.01 For all employee the new wage rates set out in this Agreement shall be retroactive to the 1st day of January 2001 for all paid hours. Similarly, for those who have terminated since

January 1, 2001, the new wage rates shall be paid retroactively for all paid hours until the date of their respective termination. They shall have thirty (30) days from the date of notification thereof by the Board to request their pay. The Board shall notify such employees of their entitlement as soon as possible by registered mail at their last known address. Unless otherwise specified all other terms of this Agreement shall be effective on the 1st day of January 2001.

ARTICLE 37 – VALIDITY OF AGREEMENT

37.01 In the event of any of the provisions of this Agreement or any practice established thereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

ARTICLE 38 – TERMINATION CLAUSE

38.01 This Agreement shall be in effect from the 1st day of January 2001 and shall remain in effect until the 31st day of December 2003. Unless either party gives to the other party a written notice

of termination or a desire to amend this Agreement then it shall continue in effect for a further year without change, and so on from year to year thereafter.

- 38.02** Notice that amendments are required or that, either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary date of such expiration date.
- 38.03** If notice of amendments or termination is given by either party, the other party agrees to meet for the purposes of negotiations within twenty (20) days of the giving of such notice, if requested to do so.
- 38.04** The cost of printing and distributing sufficient copies of the collective agreement to the parties shall be borne equally by the Board and the Union.

SCHEDULE "A"

CLASSIFICATION AND WAGES

<u>CLASSIFICATION</u>	<u>Jan 01/01</u>	<u>Jan 01/02</u>	<u>Jan 01/03</u>
R.P.N.	\$17.78	\$18.22	\$19.68
RESTORATIVE			
THERAPIST	16.78	17.20	17.63
NURSES' AIDES	14.68	15.05	15.43
ORDERLY	14.63	15.00	15.38
HOUSEKEEPER / FOOD SERVICE WORKER/			
LAUNDRY AIDE	14.63	15.00	15.38
COOK	15.84	16.24	16.65
SEMI-SKILLED			
MAINTENANCE	14.62	14.99	15.36
SKILLED			
MAINTENANCE	16.38	16.79	17.21

Any employee working the Cook classification who has documented proof of completing a Certificate of Qualification, Branch 1 given under the Apprenticeship and Certification Act will be paid \$0.30 per hour above their job classification rate, upon providing proof.

Any employee working the Nurses' Aides classification or the Orderly classification who has documented proof of completing the Health Care Aide Course, certified Nurses' Aide Course or equivalent will be paid \$0.30 per hour above their job classi-

fication rate upon providing such proof.

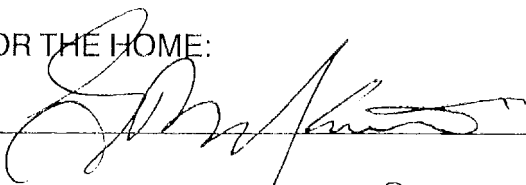
An employee working the Dietary Aide classification who has successfully completed the Food Service Worker Program will be paid \$0.30 cents per hour above the job classification rate, upon providing proof.

Any Employee working the Restorative Therapist classification who is registered with the C.N.O. as an R.P.N., will receive the rate of pay equivalent to the R.P.N. classification, upon providing such proof,

SIGNED ON THIS *20th* DAY OF

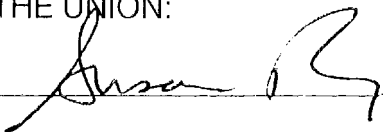
February, 2002

FOR THE HOME:



Dian McGee

FOR THE UNION:



Sam Suthesan

March 4, 2002

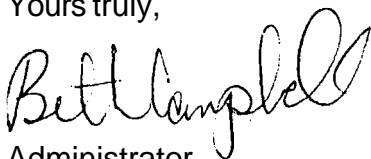
Mrs. Susan Roy, President
C. U.P .E., Local 146, CLC

Subject: Amendment to Letter Relating
to Benefits
Dated July 2, 1996.

Dear Mrs. Roy,

The parties agree to meet on a regular basis to review the cost of premiums to provide benefits under Article 24.00. It is further the intent of the parties to explore ways to maintain the cost of providing these benefits at or close to current levels.

Yours truly,

A handwritten signature in cursive script that reads "Bett Campbell". The signature is written in black ink and is positioned above the typed name "Bett Campbell".

Administrator
BC:mc

Amendment to the
LETTER OF UNDERSTANDING
Originally signed on
the 12th Day of July, 1999.

Between

The Board of Management of
Cassellholme
Home for the Aged for the
District of East Nipissing

And

Canadian Union of Public Employees
And ~~Its~~ Local 146, CLC

INTHE MATTER of the application of Clause
31.01- Part-Time Employees; relating to
additional shifts or additional hours.

The parties agree to the following with re-
spect to defining “those employees nor-
mally performing the work” as stated in
31.01 -Part- Time Employees.

1. Part-time employees normally perform-
ing the work within the following areas will
be entitled to the additional shifts or ad-
ditional hours which become available.

Apple/Maple

2nd Floor

3rd Floor

Dietary

Housekeeping/Laundry

11.

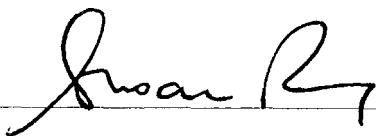
2. This Letter of Understanding shall form an integral part of the Collective Agreement.

SIGNED AND AMENDED ON THIS *4th*
DAY OF *March*, 2002.

FOR THE HOME



FOR THE UNION





CASSELLHOLME
The Heart of the Community

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 146, CLC**

AND

**THE BOARD OF MANAGEMENT OF
CASSELLHOLME, EAST NIPSISSING
DISTRICT HOME FOR THE AGED**

RE: Summer Students

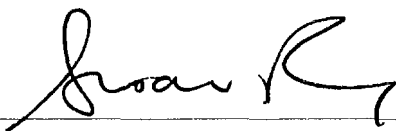
This is to confirm the understanding reached between the parties as it relates to the status of summer students upon completion of their summer employment term with the Board.

It is agreed that a student hired as a "summer student" during the school vacation period shall be considered a "term em-

ployee" and, as such, not subject to the layoff and recall provisions set out in the Collective Agreement between the parties.

For greater certainty, the Board shall not be required to provide notice of layoff to a summer student upon completion of his summer employment nor shall a summer student have any rights of recall.

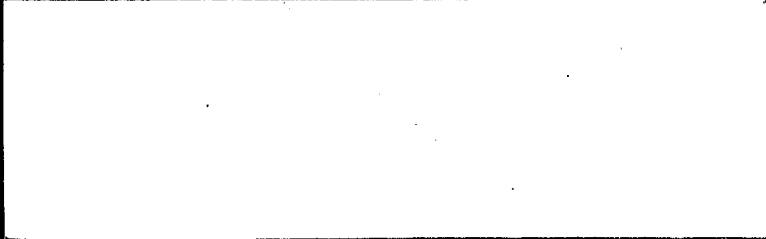
Signed at North Bay, Ontario, this *4th* day of *March*, 2002.



President, CUPE, Local 146



Administrator



Your
Group Benefits
Plan

79

YOUR GROUP BENEFITS PLAN

**EAST RISSING & DISTRICT HOMES
FOR THE AGED AND ITS SUBSIDIARIES,
DIVISIONS OR AFFILIATED COMPANIES**

Policy Number: 605577

Bargaining Unit Employees

EFFECTIVE DATE: JULY 1, 1996

This booklet summarizes your group insurance benefits. This is an important document, please read it carefully and keep it in a safe place.

This booklet is **not** an insurance policy. The exact terms and **conditions** of your benefits are described in the more detailed provisions **of** the Group Policy issued to your employer. **The** Group Policy is available for your inspection. Please contact your employer for details. If there is a discrepancy between this booklet and the Group Policy, then the terms and provisions **of** the Group Policy shall always prevail. You have the right to examine the Group Insurance Policy at your employer's place of business at a mutually agreeable time.

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ELIGIBILITY AND EFFECTIVE DATES

You **will** be eligible for insurance benefits when you become a permanent full-time member of a classification shown in the **SCHEDULE OF BENEFITS** working at least 40 hours per week and under the termination ages as shown in **the SCHEDULE OF BENEFITS**.

If you are Actively at Work on the effective date of this Plan **and** were covered under the prior carrier's plan, you are eligible for insurance under this Plan on the effective date of the Plan.

If you are Actively at Work on the effective date of this Plan but were not covered under the prior carrier's plan, you are eligible for insurance under this Plan on the day after you complete 3 consecutive months of employment, unless you transfer from part-time to full-time employment, then after 2 consecutive months of employment.

If you become an employee after the effective date of this Plan, you are eligible for insurance under this Plan on the day after you complete 3 consecutive months of employment, unless you transfer from part-time to full-time employment, then after 2 consecutive months of employment.

You must be Actively at work on the date your insurance benefits become effective, otherwise coverage will not begin until you return to work.

LATE APPLICANT

You have 31 days from the date you become eligible to apply for insurance. **If** you apply more than 31 days from the date of eligibility for coverage, you must submit medical evidence at your own expense. The coverage applied for is subject to approval by us and the effective date of coverage will be the date determined by us.

TERMINATION OF COVERAGE

Your insurance coverage ends on the earliest of:

- (1) the date the Policy terminates;
- (2) **the** date any premium under the Policy made on your behalf is due **and** unpaid;
- (3) the date you are no longer eligible for insurance benefits;
- (4) **the** date you are no longer in an eligible class;
- (5) **the** date you are no longer Actively at Work;
- (6) the date you resign **or** retire;
- (7) the date you are dismissed by your **employer**, except as provided under the provisions entitled Extension of Insurance;
- (8) the date you are not working because of a work stoppage, lay-off, lock-out, suspension or leave-of-absence except for statutory maternity or parental leave-of-absence where continuation of coverage is required either by any relevant federal or provincial law (whether statutory, regulatory or otherwise), or any written agreement between you and your employer, provided premium payment is continued;
- (9) the day before you attain **the** termination age as shown in the **SCHEDULE OF BENEFITS**;
- (10) the day before you enter service in the **armed** forces **of** any country

SCHEDULE OF BENEFITS

CLASSIFICATION

Bargaining Unit Employees

EMPLOYEE LIFE INSURANCE

1. **Amount of Life Insurance:** Flat amount: \$25,000.

The amount of Life Insurance reduces by 50% on the date you attain age 65.

2. **Living Benefit Amount:** The lesser of \$25,000 or 50% of the amount of life insurance.

3. **Termination:** The earlier of age 70 or retirement.

DEFINITIONS

The following are definitions of terms used in this Plan.

Actively at Work means you are engaged **in the** performance of work for your employer whereby you report **for** work at your usual workplace (or other location to which your employer requires you to travel) and are physically and mentally able to perform the material duties of your regular occupation (or other equivalent work **that** your employer may assign for you to perform). **You** are also considered to be Actively at **Work** on weekends, **statutory** holidays and on a scheduled non-working day if you were Actively at **Work** on your **last** scheduled working day.

Spouse means a person **who** is either:

- (a) legally married to you; or
- (b) a member **of the** opposite sex who lives with you and **has** been continuously living with you for a minimum period **of** twelve consecutive months immediately before the time when the status of the person is required to be determined for purposes of this Plan, and **who is** being publicly represented as your spouse.

Only one person will qualify as a **Spouse**. If **you** are legally married **but** are **also** cohabiting with a person of **the** opposite *sex*, you may elect, in writing, which one of these persons will qualify as a **Spouse**. This election must be filed with **your** employer. If an election is not filed, the **Spouse** will be **the** person **to** whom **you** are legally married.

EMPLOYEE LIFE INSURANCE

If you die while insured for this benefit, we will:

- (a) guarantee payment of **an** amount due under this benefit **up** to the Non-Evidence Maximum Amount shown in the **SCHEDULE OF BENEFITS**, and
- (b) guarantee payment of any amount remaining due under this benefit in accordance with the **SCHEDULE OF BENEFITS** provided satisfactory health evidence **has** been submitted and approved by us for any amount exceeding the Non-Evidence Maximum Amount.

BENEFICIARY

You may name any individual **as** your beneficiary. If you wish to change your named beneficiary, you must contact your employer for the necessary forms.

CONVERSION

If your Life Insurance terminates **on** or before age 65 you are entitled, under the terms of the Conversion Privilege stated in **the** Group Policy, to purchase **an** Individual Life Policy, provided you do *so* within the **31** day period that immediately follows the termination date.

EXTENSION OF INSURANCE

Subject to our approval, your insurance may be continued for a period of **up** to **90** days if your employment has been terminated by your employer and such continuation of coverage is required by the Employment Standards Act, provided that the required premium is continued to be paid.

WAIVER OF PREMIUM

If you become totally disabled before age 65 and we receive proof, benefits will continue without payment of premium being required. This is subject to any reduction in insurance and/or termination of insurance clause contained in the Group Policy.

Totally disabled means wholly and continuously disabled by a sickness or an accidental bodily injury which prevents you from performing any work or engaging in any gainful occupation.

LIVING BENEFITS

If you incur a Terminal Condition while insured under this provision, you or your legal representative, while you are living, may request Living Benefits. The Amount of Living Benefits is shown in the **SCHEDULE OF BENEFITS**, and will be payable provided you are living at the time payment is made. Benefits will be paid in one lump sum.

Conditions

- (a) To be eligible for Living Benefits, you must be insured for Employee Life Insurance.
- (b) We may require your beneficiary's written consent before Living Benefits are paid.
- (c) Your Life Insurance benefit and the amount you may convert in accordance with the Conversion Privilege will be reduced by the Living Benefits amount paid under this provision.
- (d) You may receive Living Benefits only once.

Definition

Terminal Condition means an injury or sickness that is expected to result in your death within 12 months and from which there is no reasonable prospect of recovery as determined by us.

EMPLOYMENT LIFE INSURANCE

Exceptions

This Living Benefits provision will not apply:

- (a) when you have irrevocably assigned your Life Insurance benefit;
- (b) if all **or** a portion of your Life Insurance benefit is to be paid to your former spouse as part of a divorce agreement;
- (c) if all or a portion of your Life Insurance benefit is being contested or is, or may **be**, the subject of **any** actions, legal or otherwise;
- (d) to **any** self-inflicted injury, illness or suicide attempt;
- (e) to any supplemental life insurance benefits to which you may be entitled;
- (f) if the Group Policy cancels; or
- (g) if Waiver of Premium has not been approved.

NOTICE OF CLAIM

Written notice of claim must be given to us **as soon as** possible after the occurrence or commencement of a covered loss, but in no event beyond the 30th day after the date of loss.

PROOF OF LOSS

Written proof of loss **must** be received by **us** following the filing of a notice of claim, but in no event beyond the 180th day after the date of loss.

DEATH PROCEEDS

Proceeds will **be** paid to your designated beneficiary or beneficiaries. If there is no such designated beneficiary or if **no** designated beneficiary survives you, proceeds will be paid to your estate.



GENERAL PROVISIONS

HOW TO FILE A CLAIM

Mutual of Omaha is dedicated to prompt **and** efficient claim service. When you incur a covered loss, obtain with the necessary claim forms from your employer. Be sure to include your **name** and the Group Policy number on all claim forms. When the form has been fully completed, **return** it to your employer who will forward the form to its.

We will **not** reduce nor invalidate any claim because you failed to furnish us with proof of loss within the time periods as stated in the **PROOF OF LOSS** provisions if it was **not** reasonably possible for you to do *so*. However, you must provide us with written proof of loss as soon as you possibly can. Please remember that we cannot process your claim until we receive the relevant information.

LIMITATION OF ACTION

No legal action may be brought to recover under any benefit of this Plan before the end of the sixty day period immediately following the date on which proof of loss is received by Mutual of Omaha nor shall such action be brought at all unless brought within the one year period immediately following the end of the period **of** time within which proof **of** loss is required, or any longer period if applicable by law.

MEDICAL EXAMINATION AND AUTOPSY

Mutual of Omaha shall have the right and opportunity to have you examined medically, at our expense, at such intervals as Mutual of Omaha may reasonably require during the time a claim is pending under this Plan.

Mutual of Omaha shall also have the right and opportunity to have **an** autopsy performed, at our expense but only if necessary to substantiate a claim for accidental death.

GENERAL PROVISIONS

SUBROGATION

In the event that benefits are paid to you under this Plan and you have a right to receive payment from any person or organization arising from the same cause, Mutual of Omaha will be subrogated in the amount of benefits paid under this Plan to your rights of recovery against any such person or organization. **You** will reimburse Mutual of Omaha in the amount of benefits paid to you by us.

GOVERNING JURISDICTION

This Plan shall be governed by and construed in accordance with the laws of *the* Province of Ontario.

ASSIGNMENT

Except where this **Plan** expressly provides otherwise, the benefits contained in this Plan are not assignable.

BY-LAWS AND ANNUAL MEETING

No provision of the charter or by-laws of Mutual of Omaha not included herein will void this **Plan** or be used in any legal proceeding hereunder. The Annual Meeting of Mutual of Omaha will be held on the first week of March, at the Home Office of Mutual of Omaha.

THIS SPECIAL PLAN WAS ARRANGED THROUGH

**ANCORRA INSURANCE SERVICES AGENCY INC.
P.O. BOX 1245, NORTH BAY, ONTARIO
P1N 8K4**

AND UNDERWRITTEN BY

**MUTUAL OF OMAHA INSURANCE COMPANY
HEAD OFFICE-CANADA**

**500 UNIVERSITY AVENUE
TORONTO, ONTARIO
M5G 1V8**

SUMMARY OF BENEFITS

**CASSELLHOLME EAST NIPISSING DISTRICT
HOME FOR THE AGED
HOURLY EMPLOYEES**

GROUP CONTRACT NUMBER: 37456

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: The day immediately following 3 months of continuous active employment, or the day immediately following 2 months of continuous active employment for those employees going from part-time to full-time employment.

ISSUED: February, 1997

SUMMARY OF BENEFITS

Benefits Administered By Liberty Mutual Insurance Company

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible - \$10. per calendar year.

Family Deductible - \$20. per calendar year.

100% reimbursement of eligible charges in excess of the deductible amount.

Semi-Private Hospital Accommodation

Deductible - Nil.

100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

Hearing Aids - Subject to the EHB deductible.

100% reimbursement up to a maximum of \$500. per 60 consecutive months.

Vision

Deductible - Nil.

100% reimbursement up to a maximum of \$80. per 24 consecutive months.

Deluxe Travel

Deductible - Nil.

100% reimbursement of eligible charges.

EHB Overall Lifetime Maximum - Unlimited.

CUSTOM DENTAL BENEFITS

Enhanced Plan

Deductible - Nil.

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide

Dental Overall Maximum - \$1,500. per person per calendar year.

Fee Guide - Current Dental Association Fee Guide for General Practitioners in your province of residence.

Note:

All health and dental benefits terminate at age 70.

A calendar year is January 1 to December 31. Eligible charges incurred during the last three months of a calendar year may be used to satisfy the deductible for the next following year.

If you have not enrolled for all the benefits described, please refer to your Identification Certificate for details of your personal coverage.

Your group health and dental benefit plan is administered by Liberty Mutual Insurance Company. However, we conduct business under the name "Liberty Health". Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.



EXTENDED HEALTH BENEFITS

EXTENDED HEALTH BENEFITS

If you or your eligible dependents incur medically necessary expenses due to an accident or illness, Liberty Mutual will pay the reasonable and customary charges for the following benefits, except where specific maximums or limitations are indicated. A licensed attending physician or dentist must authorize in writing the services or supplies you obtain.

Benefits apply anywhere in the world. Reimbursement for charges incurred outside of Ontario will be made in Canadian funds, based on the rate of exchange in effect on the last date the services were rendered. Refer to your Summary of Benefits for any deductible, co-payment or maximum benefit amounts applicable to your group plan.

If you incur expenses in a hospital outside your province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for such charges when incurred in your province of residence. Charges will be fully coordinated with your provincial health plan and no benefits are payable unless part of the charge is paid by the provincial health plan.

BENEFITS

Hospital Services

- a) **Semi-Private Hospital Accommodation** - if you are hospitalized in a public general or convalescent hospital, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

When hospital accommodation charges are incurred outside your province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for semi-private hospital accommodation when incurred in your province of residence.

- b) **Chronic Care** - if you are confined in a chronic hospital or chronic care unit of a public general hospital, payment will be made to a maximum of \$3 per day for semi-private accommodation for a total of 120 days per 12 consecutive months. Benefits are not payable for accommodation in psychiatric hospitals or nursing homes.
- c) **Diagnostic Services** - for provinces where diagnostic services are not covered by the provincial health plan, diagnostic laboratory and x-ray services performed in a hospital.



Ambulance - charges for ground and air services to transport you to the nearest hospital where adequate treatment can be provided. Benefits are payable for charges in excess of the provincial health plan allowance, provided the provincial health plan pays part of the charge.

Nursing - services in your home by a Registered Nurse (RN) or Registered Nursing Assistant (RNA) who is not related to you. Payment will be made to a maximum of \$25,000 per calendar year. No benefits are payable for services to provide assistance with the duties of daily living or observation which could be performed by a less qualified individual.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Liberty Mutual on a monthly basis.

Paramedical Services- services of the following licensed, certified or registered practitioners:

a) Physiotherapist or qualified sports therapist who does not have an agreement with the provincial health plan.	- maximum amount per calendar year	\$500
b) Clinical Psychologist	- maximum amount per calendar year	\$500
c) Masseur	- maximum amount per calendar year	\$500
d) Speech pathologist	- maximum amount per calendar year	\$500
e) Chiropractor'	- maximum amount per calendar year	\$500
Plus	- allowance for x-rays per calendar year	\$ 50

- | | | | |
|----|---|---|-------|
| f) | Osteopath.
Chiropracist
Podiatrist'
Naturopath | - maximum amount per
calendar year
(per practitioner) | \$500 |
| g) | Dietitian
(nutrition counselling) | - maximum amount per
calendar year | \$500 |

Services listed under a), b), e) and f) above do not require the prior authorization of a physician.

* Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

Drugs - Formulary Three - this benefit pays charges for:

- drugs, medicines and injected allergy sera, purchased on the prescription of a licensed physician or dentist and which are listed in Liberty Mutual Formulary Three.
- insulin, needles, syringes and chemical testing agents for use by diabetics

Benefits are not payable for:

- vitamins (unless injected), vitamin/mineral preparations, food supplements, fertility drugs, smoking cessation aids, general public (G.P.) products, or drugs not approved for legal sale to the general public in Canada.

Prosthetic Appliances - purchase of the following items when authorized in writing by your attending physician:

- artificial limb or eye
- splints, trusses, casts, cervical collars
- braces (excluding dental braces)
- catheters, urinary kits, ostomy supplies (excluding gloves) where a surgical stoma exists
- tracheotomy supplies (excluding gloves)
- external breast prosthesis (following a mastectomy) and surgical brassieres (maximum of 6 per calendar year)
- stump socks
- surgical stockings (maximum of 6 pairs per calendar year)
- wigs (following chemotherapy or radiation, lifetime maximum of \$500)
- repairs to prosthetic appliances, when required as a result of normal wear and tear

- corrective prosthetic lenses and frames, once only, following cataract surgery or when the person lacks an organic lens
- custom-made orthopaedic boots or shoes or the actual cost of modifications and adjustments to stock item footwear (maximum of \$500 per calendar year)
- custom moulded arch supports (maximum of \$500 per calendar year)

Liberty Mutual reserves the right to provide benefits based on the least costly item which would produce a professionally adequate result, consistent with accepted standards.

When you incur expenses outside your province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for such charges when incurred in your province of residence.

Medical Aids, Appliances and Supplies

- purchase of the following items when authorized in writing by your attending physician:

- crutches, canes, standard type walkers
- oxygen set, respirator (a device to provide artificial respiration)
- compressors, nebulizers, aerochambers, apnea monitors
- surgical bandages or dressing
- devices for the treatment of diabetes (maximum of \$500 per calendar year)

- the rental of, or at the option of Liberty Mutual, the purchase of the following items when authorized in writing by your attending physician:

- standard type manual hospital bed, including mattress
- standard type manual wheelchair
- hospital bed, wheelchair and scooter repairs when required as a result of normal wear and tear. *The cost of replacement batteries is excluded.*

Liberty Mutual reserves the right to provide benefits based on the least costly item which would produce a professionally adequate result, consistent with accepted standards.

When you incur expenses outside your province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for such charges when incurred in your province of residence.

Hearing Aids - payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Identification Certificate for the amount and frequency of payment. Benefits are not payable for ear examinations, tests or replacement batteries.

Vision - payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Identification Certificate for the amount and frequency of payment. Benefits are not payable for industrial safety glasses or expenses covered by the Workers' Compensation Board or any government plan.

Accidental Dental - dental care to repair or replace natural teeth as a result of a direct accidental blow to the mouth and not by an object intentionally placed in the mouth. Payment will be based on the fees listed in the Dental Association Fee Guide for General Practitioners, in effect in your province of residence at the time of treatment. Treatment must begin within 90 days of the accident and must be completed within one year. Where the patient is less than 18 years of age at the time of the accident, treatment must be completed prior to attainment of age 19.

Predetermination of Accidental Dental Benefits and Alternate Benefit Provision - Prior to beginning dental treatment you must obtain from your dentist and submit to Liberty Health a treatment plan outlining details of the accident, any relevant x-rays, pre-accident condition of the teeth, planned treatment and cost. After reviewing the plan, you will be advised of the amount payable by Liberty Mutual.

Alternate dental procedures will be taken into account when reviewing your treatment plan. Payment for a less expensive procedure which will provide a professionally adequate result, may be made towards the cost of a more elaborate procedure or appliance chosen by you or your dentist. The difference between the amount payable and the dentist's charge is your responsibility.

Benefits are not payable for:

- services covered by any provincial government plan or the Workers' Compensation Board.
- any care, services or supplies which are not medically necessary, as determined by Liberty Mutual.
- care, services or supplies utilized as treatment of lifestyle choices, as determined by Liberty Mutual.
- services or supplies which are primarily for cosmetic purposes.
- rest cures, travel for health reasons or examinations for the use of a third party.
- services provided in a health spa, psychiatric or chronic care hospital or chronic care unit of a general hospital.
- services or supplies provided while confined in a nursing home or home for the aged.
- charges for dental care due to an accident which occurred prior to the effective date of coverage.
- drugs or medicines, services or supplies which have been self prescribed, or prescribed by or for family members.
- drugs, injectables, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.
- charges incurred as a result of conditions arising from war, whether or not war was declared, from participation **in** any civil commotion, insurrection or riot, or while serving in the armed forces.
- additional, duplicate or replacement appliances or devices, except where the replacement is required because the existing appliance can no longer be made serviceable due to normal wear and tear, or **as** the result of a pathological change, unless prior approval in writing is obtained from Liberty Mutual.
- vaporizers
- charges incurred as a result of self-inflicted injury or while committing, or attempting **to** commit, a criminal offence.
- charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- benefits or that part of benefits which, after the effective date of the Contract, cease to be payable under any government program.
- expenses incurred for benefits or that part of benefits which cease to be payable under any government program.

GENERAL PROVISIONS
FOR HEALTH BENEFITS

GENERAL PROVISIONS

ELIGIBLE EMPLOYEES

You are eligible to enrol for benefits if you are a full-time, permanent employee actively working a minimum of 35 hours per week and have completed the waiting period shown in the Summary of Benefits.

You may elect coverage by completing an application within 31 days of becoming eligible following the waiting period. Coverage is effective on the later of the date of eligibility or the date that application is made for group benefits provided you are actively at work on the effective date. If not actively at work when you would normally have become eligible, your coverage will commence when you return to work on a full-time basis.

ELIGIBLE DEPENDENTS

Dependents are defined as your legal spouse (as described below), and unmarried, unemployed dependent children including natural, adopted or step-children. Children of a common-law spouse may be covered if they are living with you.

The term "spouse" is defined as the person who is legally married to you; or, although not legally married to you, is a person of the opposite sex who has continuously cohabited with you for not less than one full year having been represented as husband and wife (common-law). Unless you have requested coverage for a common-law spouse in writing to the Administrator, the person legally married to you shall be considered to be the spouse.

Dependent children are eligible for benefits if they are less than 21 years of age or; if 21 years of age but less than 25 years of age, they must be attending an accredited educational institution, college or university on a full-time basis.

Unmarried, unemployed children over 21 years of age qualify if they are dependent upon you by reason of a mental or physical disability and have been continuously so disabled since the age of 21. Unmarried, unemployed children who became totally disabled while attending an accredited educational institution, college or university on a full-time basis prior to the age 25 and have been continuously so disabled since that time also qualify as a dependent.

Dependent coverage begins for your eligible dependents on the same date as your coverage, or as soon as they become eligible dependents if added later, provided that dependent benefits were applied for within 31 days of their becoming eligible. If coverage is not applied for within this 31 day period, evidence of health on the dependents may have to be submitted and approved before coverage begins.

EVIDENCE OF HEALTH

Proof of good health is not required if application is made within 31 days of first becoming eligible. If coverage is not applied for within this 31 day period, evidence may be requested for you and your dependents, if any, before benefits commence. The cost of providing evidence of health will be the employee's responsibility.

If you apply for dental coverage more than 31 days after first becoming eligible, you will be considered a late entrant and will be subject to a dental maximum of \$150. during the first 12 months of coverage.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the date you terminate employment
- the date you cease to be eligible due to retirement, death, age limitation, change in classification, etc.
- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits to the Provider (**Not applicable** to Prescription Drugs)

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

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Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims should be submitted to: Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. **On** termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from **all** benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

37456 (GPH-G) 2/97

CUSTOM DENTAL BENEFITS

CUSTOM DENTAL BENEFITS

ENHANCED PLAN

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations - includes complete oral examinations once every 3 years and recall oral examinations once every 6 months

Consultations - with patient (maximum 2 units every 12 months) or with a member of the profession

Radiographs - includes complete series intra oral films once every 3 years, panoramic films once every 3 years, bitewing films once every 6 months

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services - includes polishing (one unit of time every 6 months), scaling, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months, spacemaintainers, and pit and fissure sealants for permanent molar teeth of children up to age 19

Fillings

Endodontic Services - includes root canal therapy, surgical and emergency services

Periodontic Services - includes periodontal surgery, root planing and occlusal equilibration (8 units of time every 12 months)

Complete and/or Partial Dentures - (once every 3 years)

Major Denture Adjustments

Denture Repairs, Minor Adjustment (after 3 months from insertion),
Relining/Rebasing

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Predetermination of Benefits and Alternate Benefit Provision

Prior to beginning dental treatment which is expected to cost \$500 or more, you should obtain from your dentist and submit to Liberty Health a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Liberty Mutual prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Liberty Mutual. Where a range of fees, individual consideration or laboratory charges are included, Liberty Mutual will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Liberty Mutual may determine that payment for a less expensive procedure which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Liberty Mutual and the dentist's charge is your responsibility. If you do not submit a treatment plan, Liberty Mutual reserves the right to pay benefits based on the less expensive procedure which will provide satisfactory results.

Note: a treatment plan does not have to be submitted for the following services: basic fillings, root canals or extraction of wisdom teeth.

Limitation on Benefits Provided Outside the Province of Residence

When you incur expenses outside your province of residence, Liberty Mutual will not pay an amount which is greater than it would pay for such expenses when incurred in your province of residence.

Benefits are not payable for:

- Services or supplies not listed under Benefits.
- Charges for crowns, bridgework or orthodontic services.
- Services or supplies for cosmetic purposes, as determined by Liberty Mutual.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown in your Summary of Benefits.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage.

37456 (DENT-J) 2/97



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DELUXE TRAVEL

DELUXE TRAVEL

The following benefits provide protection when you and/or your eligible dependents are vacationing, or travelling for other than health reasons. Eligible expenses over and above those paid by the provincial government health plan are covered when emergency illness or injuries occur:

- a) outside Canada for benefits 1-19; and
- b) outside the province of residence for benefits 3-19.

Coverage is limited to a maximum of 60 days per trip. If you are in hospital on the 60th day, coverage will be extended until date of discharge. The total amount payable per trip for all eligible expenses, shall not exceed \$1,000,000 Canadian per person.

When eligible expenses are incurred for benefits which have a limitation, i.e. accidental dental, balances may be eligible through your Liberty Health EHB (Extended Health Benefits) **plan**. Refer to your Summary of Benefits for information regarding reimbursement of the following benefits.

Benefits

1. Hospital Accommodation: Reasonable and customary charges in excess of the provincial health plan allowance for active treatment hospital room accommodation (not a private room or suite). Payment will also be made for outpatient services provided by an active treatment hospital, in excess of the provincial health plan allowance. If coverage expires after admission to hospital, benefits continue until discharge.
2. Doctor Bills: Reasonable and customary charges in excess of the provincial health plan allowance.
3. Private Registered Nurse: Reasonable and customary charges by a qualified private Registered Nurse (not a relative) who performs registered nurse designated nursing duties, during and immediately following hospitalization, when the attending physician stipulates in writing that such services are required.
4. Ambulance: Reasonable and customary charges for ground ambulance service from the place of illness or accident to the nearest qualified medical facility.

5. Air Ambulance: The cost of air evacuation between hospitals or for repatriation for hospital admission in your province of residence, when the transfer is approved in advance by Liberty Mutual/MEDEX Assistance Corporation (known as MEDEX). Any unused portion of your air ticket must be returned to Liberty Health. (Arrangements must be made through the Emergency Assistance Centre.)
6. Paramedical Services: Payment of up to \$300 Cdn. for charges made by a physiotherapist, chiropractor, chiropodist, podiatrist or osteopath (including x-rays), when required for emergency treatment.
7. Diagnostic Services: Reasonable and customary charges for laboratory tests and x-rays when prescribed by the attending physician.
8. Treatments: The cost of whole blood, blood plasma or specialized treatments using radium and radioisotopes are covered, when rendered due to emergency hospitalization.
9. Prescriptions: When required for emergency treatment, reasonable and customary charges for drugs, medicines and injected sera, when purchased on the prescription of a physician, or dentist, and dispensed by a licensed pharmacist. Benefits are not payable for vitamins, vitamin/mineral preparations, food supplements, general public (G.P.) products and over-the-counter drugs or medicines, whether prescribed or not. Requires original receipt, showing name of prescribing physician, prescription number, name of medication, date, quantity and total cost.
10. Medical Appliances: Cost of splints, casts, crutches, canes, slings, trusses, walkers and/or the temporary rental of a wheelchair prescribed by the attending physician, will be reimbursed when required due to an accident or unexpected illness which occurs, and when devices are obtained, outside your province of residence.
11. Accidental Dental: Up to \$2,000 Cdn. will be reimbursed for treatment by a dentist to natural teeth when necessitated by a direct, external accidental blow to the mouth. Treatment must begin within the period of coverage and be completed within 183 days of the accident. An accident report is required from the dentist or physician, immediately following the accident.
12. Repatriation: When your emergency is such that:
 - the attending physician specifies in writing that you should immediately return to your province of residence for immediate medical attention, Liberty Mutual will reimburse the extra cost incurred for the purchase

of the most economical airfare (this benefit is available only when you are not holding a valid open-return air ticket), plus the additional most economical airfare, if required, to accommodate a stretcher, to return you by most direct route to the air terminal nearest the departure point of your province of residence. This benefit also applies to one member of the family who is covered by this plan, and is travelling with the person at the time of illness or injury. (Arrangements must be made through the Emergency Assistance Centre.)

- the attending physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant (not a relative), Liberty Mutual will reimburse the reasonable and customary fee charged by a medical attendant registered in the jurisdiction in which treatment is provided; including the most economical airfare and overnight hotel and meal expenses, if required. (Arrangements must be made through the Emergency Assistance Centre.)

13. Friend/Family Hospital Visits: The most economical airfare, by the most direct route from your province of residence will be reimbursed for any one family member or friend to:

- visit a covered person confined in hospital. Benefit requires the covered person to have been an inpatient for at least 7 days outside the province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
- identify deceased prior to release of the body, where necessary. (Arrangements must be made through the Emergency Assistance Centre.)

14. Automatic Extension of Coverage: Coverage will automatically be extended to the covered person and any accompanying family members for up to 72 hours:

- following discharge date (and including the period of hospitalization) when return to the province of residence is delayed due to hospitalization, where such confinement continues beyond the 60th day following the date of departure from the province of residence;
- beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, by order of the attending physician, due to a covered illness or accidental injury;

- beyond the 60th day following the date of departure from the province of residence when return to the province of residence is delayed, due to the delay of a common carrier (airplane, bus, taxi, train), on which a covered person is a passenger; or the delay is caused by a traffic accident or mechanical failure of a private automobile en route to the departure point. Claims must be supported by documented proof.
15. Return of Deceased: Up to \$5000 Cdn. will be reimbursed towards the cost of preparation and homeward transportation of a deceased covered person to the province of residence OR up to \$2500 Cdn. for cremation and/or burial at place of death. Benefit excludes the cost of a burial coffin.
 16. Meals and Accommodation: Up to \$1500 Cdn. (employee and dependents combined, limited to a daily maximum of \$150) will be reimbursed for the extra cost of commercial accommodation and meals incurred by you, or by a covered person remaining with a travelling companion, when return to the province of residence is delayed beyond the planned termination date of the trip due to illness or injury to a travelling companion or a covered person. Claims must be verified by the attending physician and supported with receipts from commercial organizations.
 17. Vehicle Services: Up to \$1000 Cdn. will be reimbursed towards the cost of driving your vehicle, either private or rental, to the province of residence or nearest appropriate vehicle rental agency when you are unable to do so due to unexpected illness or physical injury and your travelling companion is unable to do so. Medical certification is required, as well as receipts for costs incurred (i.e. fuel, accommodation, meals, airfares).

If your private vehicle is stolen or rendered inoperable due to an accident, costs will be covered for the most economical airfare to return the covered persons, by most direct route, to point of departure in your province of residence. Requires official police report of the loss or accident.

18. Relief of Dental Pain: Treatment for the emergency relief of dental pain, excluding root canals, is covered to a maximum of \$200 Cdn. Treatment must be rendered at a location at least 200 km from the province of residence.
19. Hospital Expenses: Payment of up to \$100 Cdn. per hospital stay to cover incidental expenses. Paid receipts must be submitted.

Emergency and Payment Assistance:

Hospital/Medical Payment: Many hospitals around the world require a substantial deposit when non-residents are admitted for emergency treatment. And, before the patient is discharged from care, most hospitals and physicians expect payment in full for services provided. MEDEX will arrange and/or coordinate payment in full on your behalf, whenever possible. Be sure to phone for assistance.

Emergency Helpline: In the event of an emergency, illness or accident while outside your province of residence, phone MEDEX. You can call the toll free numbers below, 24 hours a day.

Note: You must be able to provide your provincial health insurance number to MEDEX before payments can be arranged on your behalf. Be sure to travel with your provincial health insurance number and the number of each member of your family. **Provide the MEDEX assistance coordinator with your Liberty Health group policy number, certificate number and quote MEDEX identifier #775.**

If you require general information about your travel benefit, please call Liberty Health at 1-800-COVER ME (1-800-268-3763).

If you require a travel claim form or have an inquiry about your existing travel claim, call 1-800-805-1008.

Australia and Tasmania	1-800-127-907
Austria	0-660-5810
Belgium	0800-1-7759
Bermuda	1-800-527-0218
France and Monaco	0800-90-8505
Germany	0130-81-1401

(The toll free Germany line *may* not be operational in all areas of the old East Germany.)

Greece	00-800-4412-8821
Hong Kong	800-96-4421
Indonesia	001-800-1471-0621
Israel	177-100-0172

(The toll free Israel line is not available from payphones and there is a local access charge.)

Italy, Vatican City and San Marino	1678-77204
(This toll free number has a local charge for access.)	
Japan	0031-11-4065
(This toll free line is only available from touch tone phones, including payphones, equipped for International dialing.)	
Mexico	95-800-010-0061
(If calling from a payphone, it must be a La Datel payphone.)	
Netherlands	0800-022-8662
New Zealand	0800-44-4053
Philippines	1-800-111-0503
Portugal	0505-44-8266
Republic of South Africa	0800-9-92379
Republic of Ireland (Eire)	1-800-409-529
Singapore	800-1100-452
Spain and Majorca	900-98-4467
Switzerland and Liechtenstein	0800-55-6029
Thailand	001-800-11-471-0661
Turkey	99-800-4491-4834
UK & N. Ireland, Isle of Jersey and Isle of Man	0800-252-074
United States, Canada, Puerto Rico, U.S. Virgin Islands	1-800-698-5693

THE TOLL FREE NUMBERS CAN ONLY BE USED IF YOU ARE PHYSICALLY WITHIN THE COUNTRIES DESIGNATED.

If a toll free number is not available or if you are having difficulty using the toll free number, call MEDEX collect. Ask the operator for assistance dialing:

(1) 410-453-6338 (Baltimore, Maryland) or,

(44) 1273-223000 (Brighton, England).

WHEN HOSPITALIZATION OCCURS, MEDEX MUST BE CONTACTED WITHIN 24 HOURS OF ADMISSION. FAILURE TO CONTACT MEDEX MAY RESULT IN DELAY IN THE SETTLEMENT OF YOUR CLAIM.

Travel Assistance Benefits:

Assistance Related to Medical Services

- Help you locate a physician, clinic or hospital.
- Confirm coverage to the hospital or physician.
- Arrange payment to the hospital or physician wherever possible.
- Monitor the medical treatment and keep the family informed.
- Arrange the transportation of a family member to the patient's bedside or to identify the deceased.
- Arrange for transportation home of the patient, if medically permissible.

General Assistance

- Provide emergency response in most major languages.
- Assist in contacting your family, business partner or family physician.
- Arrange for local care of dependent children and coordinate their return home, if the covered person is hospitalized.
- Arrange for the transmission of urgent messages to family members or business partners.
- Assist in the event of loss of passports or airline tickets.
- Help you to access legal counsel in the event of a serious accident.
- Coordinate claims processing with your provincial health plan.

To Make A Claim

When major emergencies occur outside Canada and the cost of services provided by a hospital or physician are beyond your immediate ability to pay, telephone, or ask the physician or hospital administration to telephone, the emergency helpline. MEDEX will confirm your coverage and arrange payment on your behalf, whenever possible. You need do nothing more until an authorization and claim form is sent to you for signing. Once this form is signed and returned, benefits will be coordinated on your behalf with the government insurance plan and Liberty Mutual.

For eligible expenses which you pay yourself while outside your province of residence (e.g. hospital or medical costs, accommodation charges, transportation fees):

- collect detailed receipts and include the medical diagnosis for each receipt submitted;
- provide your Liberty Health and provincial health insurance plan identification numbers; and patient's date of birth;
- provide translation for claims in languages other than English or French;

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- submit all claims within six months of occurrence;
 - send claims to Liberty Health, P.O. Box 302, Don Mills, Ontario M3C 2S7.

If you submit a claim while you are in the United States, forward your claims information to Claims International Limited, 959 Route 46 East, 3rd Floor, Parsippany, New Jersey, 07054 USA.

Claim payments will be made payable to you.

Definition

"Travelling companion" is any person who has prepaid accommodation and/or transportation with the covered person. (Maximum four persons, including the covered person)

General Information

1. Coverage is available only to residents of Canada who are covered by a provincial government health plan while they are travelling outside their province of residence.
2. The availability, quality or results of any medical treatment, transport or other services, or the failure of the person to obtain medical treatment or other services shall not be the responsibility of Liberty Mutual or MEDEX.
3. To be eligible, the hospital or medical benefits covered must have been provided at the nearest eligible facility capable of providing adequate service at the time the illness or injury occurred.
4. Liberty Mutual will make benefit payments, based on reasonable and customary charges, after receipt and evaluation of satisfactory claim information. Reimbursement will be made in Canadian funds based on the rate of exchange you would be charged within the country of travel as determined by Liberty Mutual in its sole discretion, based upon advice of any Schedule One Canadian bank. No sum payable will carry interest.
5. Where required, benefits listed herein will be payable only on receipt of certification from the attending physician that services have been rendered and were for emergency treatment. Costs for completion of medical certificates or documentation required for the assessment of claims are the responsibility of the covered person.
6. Liberty Mutual, in consultation with the attending physician, reserves the right to transfer the covered person to another hospital or return the covered

person to his or her province of residence. If any covered person is able to return to the province of residence following the diagnosis of, or the emergency medical treatment for, a medical condition which requires continuing medical care, treatment or surgery and the covered person elects to have the care, treatment or surgery performed outside the province of residence, no benefits shall be payable with respect to such continuing care, treatment or surgery. The immediate availability of care, treatment or surgery on return to the province of residence is not the responsibility of Liberty Mutual or MEDEX.

7. The coverage provided under this benefit is subject to change by Liberty Mutual. If this benefit and/or its provisions are revised by Liberty Mutual, coverage for trips commencing on or after the effective date of such revisions will be in accordance with such revised benefits and/or provisions.

Exclusions

Benefits are not payable for:

1. Elective (non-emergency) treatment or surgery. This includes treatment or surgery (a) not required for the immediate relief of acute pain and suffering, or (b) which medically could be delayed until the covered person has returned to Canada, or (c) which the covered person elects to have rendered or performed outside Canada following emergency treatment for, or diagnosis of, a medical condition which (on medical evidence) would not prevent the covered person from returning to Canada prior to such treatment or surgery.
2. Hospital accommodation or treatment received in a hospital other than a general active treatment hospital, such as a chronic care hospital or a chronic care unit of a public hospital, or nursing homes or health spas.
3. Expenses incurred outside the province of residence, when the covered person could have been returned to the province of residence without endangering their life or health, even if the treatment available in the province of residence could be of lesser quality than the treatment available outside the province of residence.
4. A medical condition for which, prior to departure, medical evidence would suggest a reasonable expectation that treatment or hospitalization could be required while on your trip.
5. Expenses incurred by a covered person travelling outside the province of residence, with intent or incidentally, to seek medical advice or treatment, even if the trip is on the recommendation of a physician.

6. Hospitalization or services rendered in connection with general health examinations for check-up purposes; on-going maintenancce of an existing condition; rehabilitation or on-going care in connection with drugs, alcohol or any other substance abuse; or for cosmetic purposes.

Travel booked or commenced contrary to medical advice or after receipt of a terminal prognosis.

8. Expenses incurred, directly or indirectly, as a result of Acquired Immune Deficiency Syndrome.
9. Hospital and medical care for full term childbirth; medical complications after 26th week of pregnancy; deliberate termination of pregnancy.
10. Any condition resulting from a mental or nervous disorder, unless hospitalized.
11. Services provided by naturopaths or optometrists or for cataract surgery.
12. Expenses incurred due to driving a motorized vehicle while impaired by drugs, toxic substances or an alcohol level of more than 80 milligrams in 100 millilitres of blood.
13. Abuse of medication, toxic substances, alcohol or the use of non-prescribed drugs.
14. Suicide, attempted suicide or self-inflicted injury, whether sane or insane.
15. Expenses incurred while committing, or attempting to commit, directly or indirectly, a criminal act under the legislation in the jurisdiction where the act was committed.
16. Expenses incurred as a result of participation in professional sports or any speed contest by a motorized vehicle, parachuting, hang gliding, bungee jumping, mountaineering, cave exploring; a flight accident unless the covered person is riding as a fare paying person on a commercial airline or charter aircraft with a seating capacity of six people or more.
17. Expenses incurred as a result of active participation in an insurrection, war or act of war (declared or not), or the hostile action of the armed forces of any country, service in the armed forces, hijacking or terrorism, or participation in any riot, public confrontation, civil commotion or any other act of aggression.

18. Expenses incurred for which you are entitled to obtain benefits or reimbursement under any government plan, or which would be provided without charge in the absence of this plan.

Coordination of Benefits

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through two employer plans, the first payer of each spouse's claims is their own employer's benefit plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit **plan**. When submitting **a** claim to a second payer, be sure to include payment details provided by the first payer.

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