

COLLECTIVE AGREEMENT

BETWEEN:

THE REGIONAL MUNICIPALITY OF WATERLOO
(SUNNYSIDEHOME)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220

COVERING:

FULL-TIME BARGAINING UNIT EMPLOYEES
- a n d -
PART-TIME BARGAINING UNIT EMPLOYEES

EXPIRY DATE: December 31, 1998

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FOR YOUR INFORMATION

The International Union has a scholarship programme which offers one four-year scholarship of **\$750.00** annually. For details of this programme contact the Union office.

Local **220** also has a scholarship programme which provides two three-year scholarships of **\$500.00** annually. Information on this scholarship can be obtained at the Union Office.

Please **keep the Union Office advised of any change of address**. It is each member's responsibility to ensure their Union dues payments are up to date.

The Assistance Fund of the Local Union helps members who are off work due to illness. Please make sure illnesses of **14** days or more duration are reported to the Union Chairperson or Secretary-Treasurer so that a gift may be sent to the member.

UNION OFFICES

228 Clarence Street, London, Ontario
Phone: **432-2661**

226 King Street South, Waterloo, Ontario
Phone: **745-4031**

900 Devine Street, **Sarnia**, Ontario
Phone: **344-2123**

Robert Buchanan, Union Representative
Cathy Carroll, Union Representative
Dennis Hillier, Director
Roy Jacques, Union Representative
Ken **McLeod**, Union Representative
Mike **Morin**, Research Representative
Shelley **O'Neill**, Union Representative
Mark Priest, Union Representative
Colleen Redmond, Union Representative
Brenda **Rehkopf**, Union Representative
Elizabeth **Traicus**, Counsel
Lin Whittaker, Union Representative

Leslie Edwards
Stana Edwards
Neghesti Haile
Sheila Johnston
Jan **Loveys**
Janice **Morphy**
Irene **Scully**
Monica Summers
Renata Tichy

GRIEVANCE PROCEDURE

One of the most important functions of the Agreement is to guarantee that every member's grievances will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and **familiarize** yourself **with the** following items:

- (a) Carefully **analyze** time limits within which action is to be taken.
- (b) Be sure that your grievance goes from Step No. 1 to Step No. 2 and so on within the proper time limits.
- (c) Study the management functions clause in order that you will know what management's rights are.
- (d) Obtain all the necessary information concerning the facts pertaining to the grievance so that you will have them to use when dealing with management.
- (e) When tiling in the grievance, be sure to state what settlement you want on the **grievance**.
- (f) Do you need assistance in handling? If so, get it.
- (g) Should you need assistance, please contact your Union Representative at **432-2661 - 432-2662 - 432-2663 - 432-2664 - 432-2665..**

THE SIX IMPORTANT
W's
IN EVERY GRIEVANCE

WHO	is involved in the grievance?
WHEN	did the grievance occur?
WHERE	did the grievance occur?
WHY	is this a grievance?
WHAT	happened that caused the violation?
WANT	what adjustments are necessary to completely correct the grievance?

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Whereas the Union by certificates dated November **17th, 1964** and November **7th, 1974** is the certified bargaining agent for the employees of Sunnyside Home at **Kitchener**, hereinafter called the "Home", save and except supervisors, housekeeper, persons above the ranks of supervisor and housekeeper, maintenance supervisor, supervisor of food services, registered nurses, administrative assistant, accounting supervisor, persons regularly employed for not more than twenty-four hours per week, and students employed during the school vacation period.

NOTE: The Articles preceded by an **asterik (*)** do not apply to Part-time Bargaining Unit Employees.

Now therefore this Agreement **witnesseth**:

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home. It is the desire of the parties hereto to co-operate and work harmoniously together in promoting mutual interest in the operation of the Home.

ARTICLE 2 - UNION RECOGNITION

- * 2:01 The Employer **recognizes the** Union as the sole collective bargaining agent for: all full-time employees who are employed at the Sunnyside Home at **Kitchener**, hereinafter called the "Home" save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, administrative assistant, persons regularly employed for not more than twenty-four (**24**) hours per week, and students employed during the school vacation period, or registered at a **recognized** education institution.
- 2:02 This Agreement shall not apply to residents of the Home who perform services as therapy, provided however, that the use of residents as outlined above shall not be used to reduce the number of staff or interfere with the working conditions or the jobs of the employees covered by this Agreement.
- 2:03 The Employer will supply the Union **office**, the Union Committee members and each Steward with a list of department heads and members of the Management Committee and other persons with authority. The list will be adjusted every three months and copies will be submitted to the Union office, the Union Committee members and each Steward.

- 2:04** The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practised by the Employer or by the Union or by any of their representatives with respect to any employees by reason of race, colour, age, sex, marital status, national origin, political or religious affiliation, nor by reason of their membership or non-membership in the Union which is hereby **recognized** as a voluntary act on the part of the individual concerned.
- 2:05** The Union is **recognized** as the sole collective bargaining agent for all employees of the bargaining unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2:06** Supervisory personnel shall not perform work normally performed by employees in the bargaining unit unless such work is part of the normal duties of the supervisor or unless there is an emergency or such work is necessary for the purpose of instructing personnel.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01** The Union acknowledges that it is the exclusive function of the Employer to: Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.
- 3:02** Hire, discharge, transfer, promote, demote, classify or discipline employees provided that a claim of discriminatory transfer, promotion, demotion, classification or a claim that an employee has been discharged or disciplined without a reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4:01** The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement or any extension thereof. The Union agrees that there shall be no strike during the term of this Agreement or any extension thereof.
- 4:02** The definition of the term "lockout" or "strike" as set forth in Article **4:01** shall be in accordance with the Ontario Labour Relations Act.

- _____ ████████████████████
- 5:01 The Union shall elect or otherwise select a Union Committee composed of not more than **five (5)** members and the Employer will recognise the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any Agreement.
 - 5:02 The Union shall elect or otherwise select seven **(7)** full-time and two **(2)** part-time Stewards.
 - 5:03 It is agreed that a Union representative shall have reasonable access to the Employer's premises and may be present with the Union Committee at any meeting with the Employer's representatives.
 - 5:04 The Union agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and that only such time as is **reasonably** necessary for the prompt processing of Union business will be consumed by such persons during working hours.
 - 5:05 Before leaving their regular work to take up duties on behalf of the Union, the Union Committee member or Steward will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.
 - 5:06 In accordance with this understanding the Employer will compensate such employees for the time spent on the Home premises on Union business during working hours at their regular rate of pay. This will also apply to conciliation or arbitration proceedings on or off the Home premises.
 - 5:07 The Union agrees to supply the Employer with the names of the Stewards and Union Committee members and will keep such list up to date at all times.
 - * 5:08 Two **(2)** hours with pay per week is to be granted to the Chairperson of the Union Committee for the purpose of conducting Union business. Such time shall be spent on the Home premises at a mutually agreed upon time during the **Chaiperson's** regular working hours and shall be paid at the regular rate of pay.

ARTICLE 6 - COMPLAINT PROCEDURE

- 6:01 It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until the employee has first given the immediate

Supervisor an opportunity of adjusting the complaint.

- 6:02** If an employee has a complaint, the employee may, directly or through a Steward, discuss it with the immediate Supervisor **within fifteen (15)** working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, a grievance may be lodged by the employee within ten **(10)** working days following the reply of the immediate Supervisor.
- 6:03** An employee shall have the right to a Steward or an alternative on any occasion when disciplinary **action** is taken or discussed.

ARTICLE 7- GRIEVANCE PROCEDURE

7:01 Definition

For the purpose of this Agreement “grievance” is defined as a dispute, claim or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is **arbitrable**.

7:02 Procedure

Article 6 shall first be complied with, following which the grievance procedure shall be as follows:

Step 1

The aggrieved employee shall present the grievance in writing (on a standard form approved by the Employer and completed as indicated on the form) to the immediate Supervisor. The Steward of the aggrieved employee shall also be present at the request of either the aggrieved employee or the Employer when the grievance is presented to the immediate Supervisor. If a settlement satisfactory to the employee concerned is not reached within three **(3)** working days the grievance may be presented as follows.

Step 2

Within three **(3)** working days following the decision at Step **1**, the aggrieved employee, accompanied by a Union Representative, may present the grievance to the Home Administrator or in the Administrator’s absence, the Administrator’s designate who shall consider it in their presence. Should no settlement satisfactory to the employee be reached within three **(3)** working days the next step in the Grievance Procedure may be taken.

Step 3

Within three **(3)** working days following the decision at Step 2, the aggrieved employee may submit the grievance to the Employer for discussion at a meeting of the Union Committee and the Director, HR Services or designate and the Commissioner of Social Services or designate. The decision will be made known in writing within **five (5)** days **from** the date on which the Step 3 meeting was held, and failing a satisfactory adjustment the grievance may then be referred to arbitration if the request is made in writing within fifteen **(15)** days **after** the grievance has been dealt with at Step 3.

7:03 No grievance shall be considered which has not been carried through the steps of the grievance procedure within the various time limits.

*

7:04 A Sunday, a Statutory Holiday or employee's scheduled vacation days within the meaning of this Agreement or an aggrieved employee's day off shall be excluded in computing the time limits within which a Step is taken under the **grievance** procedure of this Agreement.

7:05 Group Grievance

Where more than two employees have a common or similar complaint, it may be processed as a Group Grievance which shall commence, as in Article **6:02**, within fifteen **(15)** working days **after** the circumstances giving rise to the complaints have originated or occurred. Thereafter it may be processed through the grievance and arbitration procedures.

7:06 The time limits fixed in both grievance and arbitration procedures, may be extended by mutual consent, in writing, of the parties to this Agreement.

ARTICLE 8 - ARBITRATION PROCEDURE

- 8:01** a) If either party requests that a grievance be submitted to arbitration the request shall be in writing addressed to the other party to the Agreement. The parties shall forthwith appoint a single arbitrator to hear the grievance, in rotation, **from** a panel of four **(4)** arbitrators agreed upon by the parties. The names of the four **(4)** arbitrators shall be attached to this agreement as Appendix **"B"**.
- b) If either party wishes to have the grievance submitted to a Board of Arbitration, they will so advise the other party within twenty **(20)** days of the notice referring the matter to arbitration. The sole arbitrator who would otherwise hear the grievance as per **8:01 a)** shall chair a three person Board of Arbitration. The parties shall appoint their nominee to the Board within **10** days of **confirmation** of the chair.

- 8:02 After an arbitrator has been appointed, but before the arbitration has commenced, the parties may mutually agree to have an independent, neutral third party, mediate a settlement of the grievance and the parties shall co-share any cost of such mediation.
- 8:03 No matter may be submitted to arbitration which has not been properly **carried** through all previous steps of the grievance procedure within the time limits in the manner provided.
- 8:04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8:05 Each of the parties shall pay the expense of their own nominee and/or one-half of the fees and expenses, if any, of the arbitrator.
- 8:06 The Board of Arbitration shall or sole arbitrator shall have no power to alter or change any of the provisions of this agreement or to substitute any new provisions for existing provisions nor to deal with any matter not covered by the agreement.
- 8:07 The decision of any Board of Arbitration or sole arbitrator shall be consistent with the terms and provisions of this Agreement.
- 8:08 Proceedings before the Arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration or sole arbitrator shall be final and binding on both parties to this Agreement.
- 8:09 Any grievance involving the interpretation or application of this Contract which has been disposed of hereunder shall not be made the subject of another grievance.
- 8:10 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration or the sole arbitrator to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

ARTICLE 9 - POLICY GRIEVANCE

- 9:01 Where differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party and dealt with commencing at Step 3 of the grievance procedure. Any grievance by the Employer or the Union, as provided in this paragraph, shall be

commenced within twenty-one **(21)** calendar days of the date of the occurrence. No Union grievance shall be presented at Step 3 which an employee could normally process as an individual employee grievance unless the employee has **refused to file** a grievance within the prescribed time limits after being so requested by the Union, and the alleged grievance directly affects the interests of several other employees.

ARTICLE 10 - UNION/MANAGEMENT MEETINGS

10:01 The Union Committee and the Employer shall meet at a time mutually agreed upon providing there are matters arising out of the Agreement for discussion in which case a meeting will be arranged if one party notifies the other by letter as to the matters for discussion. It is not the intent of this provision to replace or circumvent the complaint or grievance procedure in this Collective Agreement.

10:02 An in-house Union-Management Planning Committee shall meet to deal with issues arising from the Collective Agreement or otherwise which would not be dealt with through the complaint, grievance or negotiating process.

Terms of Reference shall be established below:

1. Function: To discuss matters of mutual interest with the objective of improved employee/management relations.
2. Committee: The Committee shall consist of three **(3)** Representatives of the Union and three **(3)** Representatives of the Employer.
3. The meetings will be jointly chaired by the Home Administrator or designate and a Union Representative.
4. The Committee shall meet every three **(3)** months or as required.
5. The employees shall be paid the regular scheduled time lost for time spent in Committee meetings.

ARTICLE 11 -DISCHARGE CASES

11:01 a) A claim by an employee that the employee has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Home or the Administrator's designate within **five (5)** days after the employee has received the discharge notice. Such grievance will be taken up at a special meeting with the Management Committee within ten **(10)** working days following the Administrator's receipt of such grievance.

- * **b)** Written notice of the discharge shall be given to the employee or forwarded by registered mail to the last known address on file with the Employer. A copy of the discharge notice shall be given or mailed to the Chairperson of the Union Committee.
- 11:02** Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation or in such other manner as is deemed just and equitable in the opinion of the conferring parties. Such compensation, however, shall not exceed the amount which the employee would normally have earned, calculated on standard time during the period of discharge.
- 11:03** Failing settlement of such special grievance under the foregoing procedure the grievance may be referred to arbitration for **final** and binding settlement upon the parties if the request is made in writing within ten **(10)** working days after the grievance has been dealt **with** at such special meeting.
- 11:04** Management personnel, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than fifteen **(15)** months previous to such incident.
- 11:05** An employee shall, upon request, be granted the opportunity to view the employee's personal/personnel file.

ARTICLE 12 - UNION SECURITY

The Employer will deduct Union dues **bi-weekly** for the term of this Agreement according to the following conditions:

- 12:01** All employees covered by this Agreement shall have Union dues deducted bi-weekly as a condition of employment.
- 12:02** All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 12:03** All new employees covered by this Agreement who voluntarily become members of the Union after three **(3)** weeks of employment shall remain members in good standing for the duration of their employment as a condition of employment.
- 12:04** It is **further** agreed that the Employer will notify the Union **office** in writing once each month, of the names, addresses, and classifications of all new employees hired the previous month who are subject to this Agreement. A Representative of the Union shall be given an opportunity to interview each new employee within their regular working hours and without loss of pay for a maximum of fifteen **(15)**

minutes for the purpose of ascertaining if the employee wishes to become a Union member. Such time shall be mutually arranged and within twenty-one (21) calendar days of the Union's notification of the employee's employment.

- 12:05 The Employer agrees during the lifetime of this Agreement to deduct Union dues **bi-weekly** and to remit same not later than the **15th** day of the following month to the Financial Secretary of the Local Union. The Employer shall when remitting such dues, name the employee and the amount of dues deducted.
- 12:06 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 12:07 The Union shall save the Employer harmless with respect to all dues so deducted and remitted.
- 12:08 Deductions covering Union dues shall be shown on **T-4** slips issued annually to employees.

ARTICLE 13 - SENIORITY

- 13:01 Seniority is **defined** as length of continuous service and will be acquired when an employee has completed a probationary period of sixty (60) calendar days of service or forty-five (45) actual days worked, whichever is the greater.
- 13:02 Such seniority will date from the first date that an employee actually commenced work for the Employer and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however that an employee shall be entitled to the assistance of the Union in settling a grievance, including dismissal.

During the probationary period, probationary employees may be discharged on the basis of an assessment of their suitability for the position. The standard for discharging probationary employees shall be substantially less than for seniority employees.

- 13:03 In the case of promotion, transfer, lay off and recall, seniority shall apply providing the employee concerned has the necessary ability and qualifications to perform the normal requirements of the job. Subject to the foregoing ability and qualifications requirement, the right to hump shall include the right to bump up.
- * 13:04 A Full-Time Seniority list containing the names of employees will be posted on the **official** Union bulletin board in March and September of each year. Employees will have sixty (60) calendar days from the date on the seniority list to notify the Assistant **CAO**, Human Resources, in writing, of any errors, etc., to changes and/or additions, noted since the previously posted list. It is agreed that

the Chairperson will be advised as soon as an employee commences employment as to the employee's classification and hiring date.

- 13:05** The Employer will supply the Union Committee members and Stewards with **sufficient** copies of the seniority list as well as forwarding a copy to the local Union office.
- 13:06** Seniority status once acquired by permanent employees will be lost and their names removed from the seniority list and their employment terminated for any of the following reasons:
- (a) voluntary resignation;
 - (b) discharge for cause not reversed through operation of the grievance procedure;
 - * (c) continuous non-employment, including layoff, **authorized** leave of absence, sickness or accident, for a period of time equal to the length of seniority at the time of the layoff, **authorized** leave of absence, sickness or accident, but not for less than twelve **(12)** nor more than thirty **(30)** months;
 - (d) failure to signify intention to return to work after recall from layoff within three **(3)** working days following proper notification by the Employer by registered or certified mail sent to the employee at the last address provided by the employee to the Employer or failure to return to work after an additional five **(5)** working days following such notification.
- If an employee notifies the Employer within said three **(3)** working days that the employee is unable to return to work within the prescribed time for a legitimate reason acceptable to the Employer, the employee's name will not be struck from the seniority list. The employee's name, however, may be passed over and the next in line in seniority may be recalled.
- These time limitations may be extended in writing for valid reasons such as sickness certified by a doctor's certificate, death in the immediate family, accident, and other legitimate reasons acceptable to the Employer.
- (e) Absence **from** work without a reasonable excuse for a period of more than three **(3)** working days.
- 13:07** (a) Part-time employees who become full-time employees without interruption of continuous service, shall receive seniority credit for their continuous part-time service on a pro-rata basis to the nearest even full month, but such credit shall not apply to reduce the waiting periods

required by the insurance carriers for eligibility to participate in the benefit plans referred to in Article 25.

Such waiting periods and sick leave shall commence to be calculated on the date of commencement of full-time service as provided in the plans.

To calculate a seniority date for the part-time employee, the number of **working** days shall be totalled and divided by twenty (**20**) and taken to the higher total if not an exact amount.

Vacation credits will be paid off when employees go from full-time to part-time and vice versa, and shall not be transferable.

- (b) To calculate seniority days for a part-time employee who becomes a **part-time** employee without interruption of continuous service, two hundred and sixty-one (**261**) days will be given for each **full** year of continuous service, plus twenty-one (**21**) days for each additional month to the nearest **full** month.

* **13:08 Continuation of Benefits** (Except Long-Term Disability Benefit)

The Employer agrees to pay the full coverage for all employees' **benefit** plans except long term disability for employees laid off for periods of three (**3**) months or less and thereafter will continue to maintain the program with the employee repaying the Employer for the fourth and succeeding months and that any financial arrangements made between the Employer and employees will immediately cease and coverage will be lost if payments are not made as arranged. This clause to be read subject to the terms of the plan with the carrier.

- 13:09** Employees who are successful applicants to temporary positions outside the **S.E.I.U.** bargaining units shall not be a part of the **S.E.I.U.** bargaining units while so assigned. Upon their return to the bargaining unit, such employees shall be given full credit in their seniority standing for **the** time spent in the temporary position in addition to their seniority credit in the unit.

ARTICLE 14 - HOURS OF WORK

- * **14:01** The normal hours of work for full-time employees shall be thirty eight and three quarters (**38.75**) hours per week with a seven **and** three quarters (**7.75**) hour daily **shift** with a twenty (**20**) minute paid meal break allowed on each MI **shift**, except for the Dietary Department whose hours of work shall **be** mutually arranged.
- 14:02** Employees working a seven and three quarter (**7.75**) hour **shift** shall have two fifteen (**15**) minute breaks. The **first** break shall be unpaid time and the **second** break shall be paid time. Where employees are working **shifts** other than the

normal seven and three quarter **(7.75)** hour shift, breaks will be provided in accordance with Appendix "**D**" which is hereby made part of this Agreement.

14:03 It is understood that an employee may be required to work more than five **(5)** days continuously to provide for consecutive days off.

14:04 In the event it becomes necessary to alter the previously posted start time of an employee's shift so that the actual start time is sooner, there shall be at least sixteen **(16)** clear hours afforded the employee before the start of the rescheduled shift. Otherwise all hours worked **between** the start of the shift and the time which represents the sixteen **(16)** hours off shall be paid for at the rate of time and **onehalf (1-1/2)** the employee's regular rate of pay. All other hours in that shift shall be paid at the regular rate.

* **14:05** The Employer shall make every reasonable effort to arrange shift schedules in order that an employee will be allowed every second weekend off.

14:06 Either party may propose a meeting for the purpose of discussing amendments to the scheduling.

14:07 Call-in

Where call-in is requested within one-half **(1/2)** hour of the starting time of the shift, and the employee commences work within one **(1)** hour of call-in, then the employee will be paid as if the entire shift had been worked.

ARTICLE 15- PREMIUM PAY

15:01 The Employer agrees to pay to all employees an off **shift** premium of fifty-five cents **(55¢)** per hour for all hours worked when the majority of hours so worked fall between four p.m. of one day and five a.m. the next day, provided that employees in the Dietary Department on **the** ten a.m. to six p.m. and eleven a.m. to seven p.m. shifts shall receive the premium for time worked after three p.m.

15:02 When an employee is assigned to relieve in a supervisory position for a **full** shift or more on a continuous basis the employee shall be paid a lead hand premium of ten **(10%)** percent in addition to the employees's regular rate for all hours worked while so assigned.

15:03 An employee called on to perform duties in a higher rated, non-supervisory category for two hours or more in a shift shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that is, next above the employee's own rate.

15:04 Effective January 1, 1997, **authorized** maintenance employees scheduled for Stand-by call shall receive one hundred and forty seven dollars (**\$147.00**) per week, Tuesday to Tuesday, plus fifteen dollars (**\$15.00**) per day extra for any specified Holiday occurring in the specified period.

ARTICLE 16- OVERTIME

* **16:01** Overtime which must be **authorized** shall be paid at the rate of one and one-half (**1-1/2**) times the employee's equivalent hourly rate for the actual overtime worked in excess of the normal hours of work as set out in Article 14.

16:02 It is understood that employees who work overtime will not be required to take time off in lieu of pay for the actual overtime work but may elect to receive time off in lieu at the rate of one and one-half (**1-1/2**) the actual overtime worked.

Working committees, professional meetings and orientation meetings are not considered overtime and shall be paid at straight time rates for actual time attended.

Any meetings which place the hours of work in excess of the thirty eight and three quarters (**38.75**) hours per week will be considered to be at overtime rates.

* **16:03** In the case of a change in an employee's schedule at the request of the Employer with less than twenty-four (**24**) hours notice the employee affected shall be paid time and one-half (**1-1/2**) of the employee's regular straight time **hourly** rate only for the **first shift** of the new schedule. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.

16:04 Overtime and **shift** premium payments shall not pyramid under any circumstances.

16:05 If an employee is required by the Employer, without prior notice to work at least two (**2**) hours overtime immediately following a **seven and three quarters (7.75)** hour **shift**, the employee will be provided with a free meal.

***ARTICLE 17- PAID HOLIDAYS**

* **17:01** Every employee will be credited with pay computed at straight time for each of the following holidays:

New Year's Day	3rd Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

- * **17:02** In order to qualify for holiday pay an employee must work the regular scheduled work day immediately preceding and immediately succeeding a holiday unless excused because of illness or other reasonable excuse. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first **fifty (50)** days of such absence.

- * **17:03** An employee who is required to work on any of the holidays will receive either:
 - Pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or
 - Pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off within **fifty (50)** days before the holiday and March **1st** of the year following the holiday; such lieu day to be mutually arranged by the employee and the Employer. In the event that the employee does not take the lieu day off by March **1st** of the following year the employee shall be paid a day's pay at the regular rate.

Subject to Management approval, employees may take up to five **(5)** consecutive lieu days. Such days shall not be scheduled so as to deny a request for a particular vacation time by another employee, whether senior or junior.

- * **17:04** If one of the holidays occurs on an employee's regular day off, the employee will receive an additional day's pay in lieu thereof, or an extra day off within **fifty (50)** days following the holiday, at a time mutually agreed upon between the Employer and the employee.

- * **17:05** If one of the Holidays occurs during an employee's vacation the employee will receive an additional day's pay in lieu thereof, or will receive an additional day off which may be added to the employee's vacation or taken as a vacation day at another mutually satisfactory time.

17:06 Paid Holidays

A **shift** that begins or ends during the twenty-four **(24)** hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the **shift**. Likewise, a shift that begins or ends during the twenty-four **(24)** hour period of the above holiday where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular **shift** for the full period of the shift and no holiday pay premium shall be paid for any hours worked on such shift.

***ARTICLE 18 - VACATIONS**

- * **18:01** Subject to Article **18:09**, all employees **with** less than one **(1)** year of continuous service as of May 3 **1st** shall receive one (1) day of vacation for each month of continuous service up to a maximum of two **(2)** weeks vacation with pay and all employees who have more than one **(1)** year of continuous service but less than three **(3)** years of continuous service as of May **31st** shall receive two **(2)** weeks vacation with pay.
- * **18:02** Subject to Article **18:09**, all employees who have completed **three (3)** years or more of continuous service as of May 3 **1st** shall be granted three **(3)** weeks vacation with pay, calculated at the rate of **6%** based on the total pay received or **120** hours pay, whichever is the greater.
- * **18:03** Subject to Article **18:09** all employees who have completed eight **(8)** years or more of continuous service as of May 3 **1st** shall be granted four **(4)** weeks of vacation with pay, calculated at the rate of **8%** based on the total pay received or **160** hours pay, whichever is the greater.
- * **18:04** Subject to Article **18:09**, in the year **1992**, all employees who have completed sixteen **(16)** years or more of continuous service as of May **31st** shall be granted **five (5)** weeks vacation with pay, calculated at the rate of **10%** based on the total pay received, or **200** hours pay, whichever is the greater.
- * **18:05** Subject to Article **18:09**, all employees who have completed twenty-four **(24)** continuous years service as of May **31st** shall be granted six **(6)** weeks vacation with pay, calculated at the rate of **12%** based on the total pay received, or **240** hours pay, whichever is the greater.

In addition, each employee shall be granted one **(1)** vacation day with pay for each continuous year of service completed after twenty-four **(24)** years, to a maximum of **five (5)** additional days.
- * **18:06** **D e f i n i t i o n :**

"Total **Pay**" includes all wages received whether pay as hourly rate, overtime, premium pay or shift pay and money paid for days not worked i.e. paid sick days off and paid holidays **including** the previous year's vacation pay.
- * **18:07** It shall be the duty of the Home management to receive requests in advance for vacation entitlement **from the** employee and arrange suitable dates taking into account the seniority of employees, provided the employees make such requests on or before April **1st**.

- * **18:08** For the purpose of calculating vacation and the eligibility, the fiscal year shall be June **1st** of any year to May **31st** of the following year and eligibility shall be determined as of June **1st** in each year.
- * **18:09** Employees who have been absent without pay for any reason, for more than forty-two (**42**) working days in the vacation eligibility year of June **1st** to May **31st** shall receive a pro-rata deduction in their vacation pay entitlement.
- * **18:10** In any year where an employee, whose service commenced **after** May **31st**, would move from one vacation eligibility category to another, i.e. from four (**4**) weeks to five (**5**) weeks, the employee shall be eligible in that particular year only, to receive additional paid days of vacation in accordance with the following table, and in accordance with **the** month in which continuous full-time employment commenced.

JUNE	4 1/2 DAYS	DECEMBER	2 DAYS
JULY	4 DAYS	JANUARY	1 1/2 DAYS
AUG. & SEPT.	3 1/2 DAYS	FEB. & MARCH	1 DAY
OCTOBER	3 DAYS	APRIL	1/2 DAY
NOVEMBER	2 1/2 DAYS	MAY	NO CREDIT

- * **18:11** An employee employed less than one (**1**) year shall be scheduled for a vacation on a pro rata basis according to the number of months employed as at May **31st**. The regular vacation clause in this Article shall apply the following vacation year.
- * **18:12** In the event an employee suffers a certifiable illness or is injured whilst on vacation, or immediately before such vacation, the period of vacation during which the employee was incapacitated, may be transferred at the employee's request, to sick leave. Vacation for equivalent time may be taken at another mutually agreed upon time provided all of the following conditions are met:
 - i) The employee has sick credits.
 - ii) The employee requests the transfer in writing to the Assistant **CAO**, Human Resources within ten (**10**) days of the employee's return to duty.
 - iii) That request is supported by a medical certificate which is signed by the attending physician or designate, and said **certificate** must indicate the employee was incapacitated at the date of the sickness/treatment, and that the employee was under the physician's care.

ARTICLE 19- SICK LEAVE

- * **19:01(a)** Each employee will be credited with one and one-half (**1 1/2**) days of sick leave at the end of each month of service.

- (b) Clause (a) applies to an employee who is on paid sick leave, unpaid pregnancy or parental leave as though such employee was at work;
 - (c) Clause (a) applies to an employee who is on unpaid sick leave, or other leave of absence as though such employee were at work for the first sixty **(60)** calendar days of such absence only.
- * **19:02** The unused portion of sick leave credits in any one year shall be allowed to accumulate without limitation.
 - * **19:03** On termination of employment for any reason on completion of **five (5)** years of service an employee will be paid **50%** of the employee's unused sick leave credit at the employee's current rate of pay up to a maximum of **130** days.
 - * **19:04** On the death of an employee who has completed **five (5)** years of service, the estate of the deceased employee will be paid **50%** of the employee's unused sick leave credit at the deceased employee's current rate of pay, up to a maximum of one-half year's salary.
 - * **19:05** When an employee is absent as a result of an accident while at work, or illness inherent to occupation, and as a result is receiving Workers' Compensation as awarded by the Workers' Safety and Insurance Board, the employee may receive the difference between the employee's regular pay and the Board's award if unused sick credits are available and sick leave credits shall be debited with three quarters of an hour **(3/4)** for each day's absence on Workers' Compensation until such time as sick leave credits are exhausted or until the employee returns to work, whichever occurs earlier. If such employee is not eligible for Worker's Compensation, the employee may receive sick pay if unused sick pay credits are available.
- 19:06** (a) An employee shall, on the **first** day of illness occurring on a working day, report such illness to the employee's department. **An** employee shall cause notice to the employee's department one hour before the start of the shift (at least).
- (b) In the event of sickness for a duration of three **(3)** days or more the employee may be required to submit a medical certificate duly signed by a qualified medical practitioner or a qualified chiropractor on return to work, or from time to time such **certificate** to the Administrator or the Administrator's representative if requested.
- * (c) In the event an employee fails to report on the first day or fails to **file** a doctor's **certificate** as outlined above, the employee shall not be entitled to any sick leave benefits as provided herein unless the Administrator or the Administrator's representative feels there was reasonable justification for the employee's failure to report or **file** such certificate.

(d) Whenever possible an employee must notify the employee's Supervisor or Department Head at least twenty-four **(24)** hours before of the employee's intention to return to work.

- * 19:07 Employees are entitled to use up to five **(5)** days of accumulated sick leave per calendar year to attend to family illness.

ARTICLE 20- COMPASSIONATE LEAVE OF ABSENCE

20:01 a) In the event of the death of a member of an employee's immediate family, the employee shall be entitled to receive three **(3)** days' leave with pay for bereavement purposes. Immediate family means spouse, parent, child, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, parent-in-law, son-in-law, and daughter-in-law.

In the event of the death of the grandparent of the employee's spouse, the employee shall be granted two **(2)** days off with pay to attend the **funeral**.

- * b) If requested by the employee in writing, the Employer shall grant up to ten **(10)** additional days leave of absence without pay for travel time **and/or** other matters related to the estate of the deceased.

***ARTICLE 21 - PERSONAL LEAVE OF ABSENCE**

* 21:01 a) The Employer may grant leave of absence without pay to any employee for legitimate personal reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority shall continue to accumulate during such absence.

- * b) Once every three **(3)** years an employee shall be granted an unpaid personal leave of up to two **(2)** weeks in an unbroken period, and it will be approved except where the individual cannot be replaced during the requested time period. Where a number of persons request similar dates, seniority shall prevail.

ARTICLE 22 - UNION LEAVE OF ABSENCE

22:01 The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than four **(4)** **full-time** employees and three **(3)** part-time employees at any one time and the total leave of absence in any year shall be not more than an aggregate of twenty **(20)** working days for full-time employees and fifteen **(15)** working days for **part-time** employees. Such leaves of absence shall not seriously disrupt the operations of the Home, and shall be requested **as** far in advance as possible, in writing to the Home Administrator. It is **further** understood that the leave of absence shall be

granted without pay and the Union shall be responsible for the payment of wages during the period of absence.

22:02 An employee who is elected or appointed to **office** in the London and District Service Workers' Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to two **(2)** years. During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employers' contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within two **(2)** weeks following termination of **office** for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position, if the substitution was a transfer.

22:03 Employees who are on leave of absence will not engage in gainful employment while on such leave and if an employee does engage in **gainful** employment while on such leave of absence they may forfeit all seniority rights and privileges contained in this Agreement.

* **22:04** Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.

ARTICLE 23- UNION BULLETIN BOARD

23:01 The Employer shall provide four bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other reasonable notices as may be of interest to the employees/Union membership.

ARTICLE 24- UNIFORMS

* **24:01** When the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style, and colour. The Home shall pay a uniform allowance of one hundred and twenty dollars **(\$120.00)** per year payable in quarterly instalments of thirty dollars **(\$30.00)** in January, April, July and October of each year, to each employee required to wear a uniform, provided the employee has been in the service of the Home at least twenty **(20)** working days at the date of payment.

* **24:02 a)** Where the Home requires permanent employees to wear Regional issue uniforms, (Maintenance Department) such employees shall select their clothing issue using the Work Clothing Request Form as outlined in Appendix **"C"** of this agreement. Employees have the option of selecting any of the items contained on the order form. The total point value of the

items ordered must not exceed **120** points per calendar year. Employees who require Regional clothing in excess of the **120** points in a calendar year shall purchase such clothing at their own cost. Employees shall provide their own foot wear appropriate to their job and in compliance with applicable safety standards.

- b) Maintenance Department employees required by the Home to wear Regional issue uniforms must be in the service of the Home for at least twenty **(20)** working days before they are eligible for the annual point allotment for **clothing**. Prior to their twentieth **(20th)** working day of service employees will be issued clothing only to the extent deemed necessary by the Home.

24:03 One point shall be equal to **\$1.00**. The point cost for any item shall be rounded up. Unused points cannot be carried forward from year to year. The point value of any item shall be on the order form.

24:04 Employees are required to keep Regional clothing issue and their footwear in good repair. Excessively worn or dirty clothing will not be permitted.

24:05 Employees required by the Home to wear uniforms must ensure their clothing conforms to standard issue when reporting for their regular shift or scheduled overtime. Reasonable attire appropriate to the job will be permitted when the employees are called in for unscheduled overtime.

24:06 Items listed on the Uniform Order Form Appendix **"C"** can be amended **from** time to time only by the mutual agreement of the parties.

***ARTICLE 25- HEALTH AND WELFARE**

* **25:01** The Employer will pay **100%** toward the cost of the following benefits:

- * (a) Group Life Insurance Plan, equivalent to two times annual earnings to the nearest one thousand dollars that is higher;
- * (b) The Extended Health Care Plan, with deductible of **\$10.00** Single and **\$20.00** Family, paying **100%** after deductible, for such items as drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, semi-private hospital coverage, blood, oxygen, etc., eye-glasses maximum **\$160.00** per person in each consecutive two years, and hearing aids prescribed by an **otolaryngologist** to a maximum of **\$600.00** once in every three **(3)** consecutive calendar years.

Effective December **1, 1993**, eye-glasses maximum of **\$200.00** per person in each consecutive two **(2)** years.

Footnote: The Unemployment Insurance Commission allows the Employer a credit against premiums because of the Region's sick leave plan and it has been agreed that this credit **as** it applies to employees in this unit is to be used to delete the deductibles of **\$10.00** and **\$20.00** for the Extended Health Care Plan.

- * (c) The Long Term Disability Plan, that pays **70%** normal earnings monthly for employees incapable of performing their normal work because of illness, etc., after a seventeen (**17**) week waiting period or when the employee's sick leave credits are exhausted, whichever is the later.
- * (d) A basic preventative dental plan with coverage based on the current Ontario Dental Association fee schedule, as that schedule is amended during the life of the present Collective Agreement.
 - i) Dental and Orthodontics rider **50/50** co-share to a maximum of **\$1,500.00** lifetime.
 - ii) Restorative Dental rider to provide reconstruction of teeth that have deteriorated and the replacement of teeth with crowns, bridges, or dentures on a **50/50** co-share basis to a maximum of **\$3,000.00** in any one year.
- * **25:02** It is agreed that the Employer will maintain an employee's Health and Welfare program for three (**3**) months while the employee is on leave of absence for any reason including illness and thereafter will continue to maintain the program with the employee repaying **the** Employer for the fourth and succeeding months, and that any **financial** arrangements made between the Employer and employee will immediately cease and coverage will be lost if payments are not made as arranged. This clause to be read subject to maximum coverage of eight (**8**) months for unpaid leaves of absence.
- * **25:03 Specifications**

Specifications of all Health and Welfare Plans shall be made available to the Union by the Employer within sixty (**60**) days on implementation of a new plan.
- * **25:04** Benefit coverage will be continued for the spouse of a deceased employee for twelve (**12**) months.
- * **25:05** The following Regional Health and Welfare Benefits will be available to permanent full-time employees who voluntarily retire on an early Ontario Municipal Employees Retirement System (**OMERS**) Pension (i.e. not a disability pension), after attaining age **55**, but before attaining age **65**, and subject to all of the following mandatory conditions:

- 9 The benefits available will only be:
- Major Medical; Dental;
Life Insurance of two times the initial **OMERS** annual pension, rounded to the next even thousand dollars that is higher;
Accidental Death and Dismemberment to a maximum of two times the initial **OMERS** annual pension, rounded to the next even thousand dollars that is higher.
 - ii) Coverage shall always be subject to the conditions prevailing between the Region and its carriers, on behalf of Local **220**.
 - iii) Employees may elect to choose any or all of these benefits and must indicate their choice in writing prior to their retirement date.
 - iv) The Employer will pay **100%** toward the cost of these benefits.
 - v) All benefits will cease effective with the earlier of the last day of the month in which employees attain age **65**, or their death.
 - vi) All **benefits** will cease effective:
 - (i) The last day of the month in which the employee attains age **65**, or
 - (ii) In the case of the employee's death:
 - (a) **Re-employment** of their spouse,
 - (b) Re-marriage/or common law relationship entered into by their spouse;
 - (c) The last day of the month in which the employee would have attained age **65**.

██████████

26:01 Refreshments will be provided to all employees at cost for any item available.

ARTICLE 27- POSTING OF JOB VACANCIES

27:01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment or any new jobs created, shall be posted on a bulletin board for a period of five (**5**) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

- 27:02** Employees shall have the right to bid during such five **(5)** day period on any such vacancy or new job created. Such vacancy or new job **created** shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and experience to perform the normal requirements of the job.
- 27:03** In the event the successful applicant to a full-time job, within twenty-five **(25)** working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to the employee's former position without loss of seniority, and it is agreed that successful applicants of the job bidding procedure will not be permitted to reapply for a posted job for a period of six **(6)** months from the time the employee starts the new position, except with the consent of the Employer.
- 27:04** a) Copies of all job postings shall be submitted to the Chairperson of the Union Committee at the time a posting is made.
- b) Within ten **(10)** calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be given to the Chairperson of the Union Committee.
- c) If no applications to **fill** such vacancy or new job created are received from employees who meet the qualifications for such vacancy or **new** job, the Employer shall notify the Union Chairperson of this fact and then proceed to fill the vacancy or new job created in any manner it sees **fit**. The Employer agrees to post on the approved Union bulletin boards the outcome of all job postings within, when possible, ten (10) working days of **the** expiration date of the posting.

27:05 Job Descriptions

The Employer shall make available to employees on the occasion of their employment, or on request, information as to the job descriptions for which they are presently or may be employed. The Union shall be provided with bargaining unit job descriptions as they are developed.

27:06 Temporary Full-Time Replacements

- a) Temporary full-time vacancies shall be posted only when a full-time employee is expected to be absent for six **(6)** weeks or more. The full-time employee must provide the Employer with satisfactory written documentation stating the expected period of absence. When an employee is absent for six **(6)** weeks or more, notwithstanding that the employee did not expect to be absent for this period, the Employer shall immediately post the vacancy in accordance with **(b)**, below.

- b) Where a temporary full-time vacancy is posted, there shall be two categories of posting:
 - i) Vacancies expected to last between six **(6)** weeks and less than ten **(10)** weeks; and
 - ii) Vacancies expected to last between ten **(10)** weeks and six **(6)** months and vacancies resulting **from** Workers' Compensation claims and **LTD** leaves.
- c) All vacancies in **27:06 (b) i)**, above shall be filled **first** from the part-time bargaining unit.
- d) All vacancies in **27:06 (b) ii)**, above shall be filled first from the full-time bargaining unit.
- e) Any full-time positions subsequently becoming vacant as a result of compliance with **27:06 (d)** above, shall be filled from the applicant pool relating to the posting by the most senior employee qualified **to** perform the subsequent vacancy, with priority accorded to M-time employees.
- f)
 - i) An employee who is the successful applicant to a temporary full-time vacancy is not eligible for other temporary full-time vacancies posted during the term of the initial temporary full-time vacancy.
 - ii) An employee who is the successful applicant to a temporary **full-time** vacancy if already a member of the part-time bargaining unit, shall remain in that unit during the whole of the temporary **full-time** period, and shall be covered by the terms of the part-time Collective Agreement, including the percentage in lieu of all benefits.
- g) Where an employee who is the successful applicant to a temporary **full-time** vacancy is subsequently successful in obtaining a permanent vacancy, the remaining term in the temporary full-time vacancy shall be posted providing that the remaining term is in excess of six **(6)** weeks. Article **27:06 (b), (c)** and **(d)** shall, if applicable, apply to the remaining term.
- h) Where it appears that a temporary full-time vacancy will last in excess of six **(6)** months duration:
 - i) For the following positions the Employer will notify the Union that the temporary full-time vacancy may be extended for the duration of the temporary vacancy:

CLERK (ACCOUNTS)
CLERK TYPIST (NURSING)
GENERAL DUTY (DIETARY)
RECREATION THERAPIST
ADMINISTRATION COMMUNICATIONS CLERK

- ii) For all other classifications the Employer and the Union may agree to extend the term of the incumbent temporary full-time replacement.
- i) In the event the parties do not agree to an extension in accordance with **27:06 (h)(ii)**, above, the period of time commencing **after** the completion of the initial six **(6)** month vacancy shall be treated as a new temporary **full-** time vacancy. Accordingly, the procedures set forth in **27:06 (a)** through **(g)**, above, shall apply.
- j) The employee filling the new temporary full-time vacancy shall not be the same employee who filled the previous temporary full-time vacancy, regardless of seniority, unless, after exhaustion of the procedures in **27.06 (a)** through **(g)** above, that employee is the only qualified employee.
- k) The procedures set forth in **27:06 (h)** through **j)**, above, shall apply to each successive temporary full-time vacancy.
- l) In the event no employee is successful in obtaining the temporary full-time vacancy the Employer may hire from outside the Home, in accordance with Article **27:04** of this Agreement,
 - i) The period of employment of such persons hired from outside the Home, will not exceed the length of time the absent employee is away from work and the termination of such temporary employee shall not be the subject of a grievance or the arbitration procedure.
 - ii) Access to the job posting procedure shall not be available to any temporary full-time employee hired in accordance with l) i), above, until all other qualified employee(s) have had an opportunity to apply.

If *such* an employee is **successful**, and has completed an equivalent to the normal probationary period, as specified in this Agreement, they will be credited with the appropriate seniority acquired during the temporary **full-**time employment.

***ARTICLE 28- MINIMUM ALLOWANCE**

- * **28:01** Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four **(4)** hours of work or if no work is available will be paid for at least four **(4)** hours at the applicable rate. This shall not apply in cases of any labour dispute or conditions beyond the control of the Employer.
- * **28:02** Any employee who is called back to perform emergency work at any time between one **(1)** hour after having left work and one and one-half **(1 1/2)** hours before the employee's normal starting time, shall be paid a minimum of four **(4)** hours at time and one-half.
- * **28:03** Any employee who is called in to work as a replacement for an absent employee **after** that employee's **shift** has started and who completed six **(6)** or more hours work will be paid for the full shift at the applicable rate.
- * **28:04** Employees who are scheduled to work for any shift on a holiday and so report will be guaranteed at least four **(4)** hours of work and if no work is available, will be paid for at least four **(4)** hours at time and one-half the employee's regular rate of pay.

***ARTICLE 29- JURY DUTY**

- * **29:01** An employee serving as a juror or who has been subpoenaed as a witness will receive the difference between the jury or witness pay and the employee's regular pay for the lost time while serving in one of these capacities, providing the subpoena is presented to the Administrator.

ARTICLE 30 - TRANSFERS

- 30:01 (a)** When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher, the employee shall be paid at such rate set out in **the** wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer, provided that the employee is capable of performing the duties assigned satisfactorily. If the wage rate is less than the wage rate of the transferred employee, the employee shall receive the corresponding rate vertically in the new classification .
- * **(b)** When an employee who is transferred to a higher category, has recent past experience **which** is relevant to the higher category, the Employer will on request, meet with the Union Committee to consider giving the employee credit for some or all of such experience up to the maximum for the higher rated job.

ARTICLE 31 - WAGES

- 31:01 During the term of this Agreement the Employer and **the** Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made part of this Agreement. Students hired by the Home after January **1, 1998** will be paid at a rate that is ninety **(90)** per cent of the full rate of the classification into which they are hired.
- 31:02 Notwithstanding Article 3 1 :**01**, if a new job is created during the life of this Agreement or an existing job is modified, and as a result a new job rate is established, such rate shall be subject to the full grievance procedure provided such grievance is lodged within fourteen **(14)** days of the posting of the new job rate.
- 31:03 In the event of a shortage on the employee's pay cheque in excess of **\$75** due to errors or omissions by the Employer, the Employer will endeavour to issue a manual cheque within one **(1)** payroll working day.

ARTICLE 32-PREGNANCY LEAVE/PARENTAL LEAVE

32:01 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act **1990**, except where amended in this provision.
- b) The service requirement for eligibility for pregnancy leave shall be thirteen **(13)** weeks of continuous service before the expected date of birth.
- c) The employee shall give written notification two **(2)** weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.
- d) The Employer will continue to pay its share of the premiums of the **subsidized** employee benefits in which the employee is participating for the initial seventeen **(17)** weeks from the commencement of the leave while the employee is on pregnancy leave providing the employee pays her share prior to the commencement of the leave.

Credits for service shall accumulate for the initial seventeen **(17)** weeks from the commencement of the leave while an employee is on pregnancy leave.

Credits for seniority shall accumulate during the period of the leave.

- e) The employee shall reconfirm her intention to **return** to work on the date originally provided to the Employer in **(c)** above by written notification received by the Employer at least two weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

32:02 Parental

- a) An employee who is a parent and has been employed for at least thirteen **(13)** weeks before the birth of a child, or thirteen **(13)** weeks before **the** child came into a parent's custody, care and control for the first time, is entitled to an eighteen **(18)** week unpaid parental leave.
- b) Both parents will be eligible to take a parental leave and each parent is eligible to take eighteen **(18)** weeks. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to **treat** the child as their own.
- c) For a natural mother, parental leave commences when her pregnancy leave ends or when the baby **first** comes into the custody, care and control of a parent.

For fathers and adoptive parents, parental leave must commence within thirty-five **(35)** weeks after the birth or after the child first comes into the custody, care and control of a parent.

- d) An employee who is entitled to a parental leave is required to give the Employer two weeks written notice prior to **the** commencement of the leave. If they do not **specify** when the leave will end, it will be assumed that they wish to take the maximum leave.
- e) An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least two weeks notice before the earlier date, or to a later date giving two weeks notice before the leave was to begin.
- f) If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from the date to give the Employer written notice of their intent to take the parental leave.

- g) The Employer will continue to pay its share of the premiums of the **subsidized** employee **benefits** in which the employee is participating during the eighteen **(18)** week parental leave providing the employee pays their share prior to the commencement of the leave.

Employees shall continue to accumulate credit for seniority and service during the parental leave.

32:03 Paternity Leave

A male employee shall be automatically granted a one **(1)** day unpaid leave of absence at the time of the birth of the employee's child.

***ARTICLE 33- JOB SECURITY**

- * **33:01 a)** The Employer shall notify the Union, at least forty-five **(45)** days in advance, wherever possible, of its intention to introduce any technological changes affecting employees in the bargaining unit. **The** Employer shall provide the Union with an outline of the change.
- b)** The Employer and Union shall meet to discuss practical ways and means to **minimize** the effect, if any, upon the employee(s) concerned in the bargaining unit.
- * **33:02** The Employer will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.
- 33:03 i)** *When the Home is considering making changes which may result in a position being declared surplus, and employee being declared redundant or **laidoff**, or a net reduction in hours, the Home shall notify the Union as far as possible in advance of its intentions and plans, for the purpose of giving the Union an opportunity to have input with regard to these matters prior to implementation. The notification shall include the nature of the change, the date of the proposed change, the positions, and the approximate number of employees likely to be affected. This information will be updated as the plans are refined.*

In order to facilitate the above provision the Home will provide the Union with all pertinent data including but not limited to **CMM** and **CMI** figures and the resulting impact of such on the Homes funding.

i i) **Notice of Layoff**

a) **Union**

There shall be at least twelve (12) weeks written notice to the Union in the event of a proposed layoff of a permanent or long-term nature. This information shall be kept confidential by the Union until notice has been given to employees.

b) **Employees**

In the event of a lay-off of a permanent or long-term nature, employees to be laid off will be given at least ten (10) weeks notice of lay-off, provided the affected employee(s) has more than twelve (12) months service. The above mentioned notice will be considered notice to all employees subsequently affected by the original layoff. This will include notice to any individuals laid off as a result of being displaced by a more senior employee. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the **Employment Standards Act**. A copy of any notice of lay-off to an employee will be provided to the Union at the same time.

iii) a) In the event of lay-off, the Home shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the qualifications, skills and abilities necessary to perform the work.

b) An employee who is subject to lay-off shall have the right to either:

i) Accept the lay-off; or

ii) displace an employee who has the least bargaining unit seniority on the shift in another classification providing the employee originally subject to lay-off has the qualifications, skills and abilities necessary to perform the duties of the job with a **five (5)** day orientation period and without training.

Laid off employees must exercise their bumping **rights** within **five (5)** working days from the date they are notified of the lay-off. Any other employees so bumped must exercise their bumping rights within three (3) working days of their being bumped, and so on, on a three (3) working

days maximum basis for each involved employee.

- c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the qualifications, skills, and abilities to perform the work before such opening is filled under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.
- e) No new employees shall be hired until all those laid off have been offered the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found not to have the qualifications, skills and abilities necessary to **perform** the position available.
- f) It is the sole responsibility of the employee who has been laid off to notify the Home of his intention to return to work within **five (5)** working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days **after** being notified. 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 Home.
- g) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed four **(4)** weeks. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- h) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within four **(4)** months of being recalled.
- i) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall be paid for the holiday.

- 8 A laid off employee shall retain the rights of recall for a period of twenty-four **(24)** months from the date of lay-off or the period of time equal to the length of their seniority at the time of lay-off, whichever is the lesser.

- 33:04** So long as a full-time position with an incumbent exists, **there** will be no splitting of that position into two or more part-time positions, without the agreement of the Union. Such agreement shall not be unreasonably withheld. Any such splitting will not be used solely for the purpose of reducing the full-time complement.
- 33:05** Volunteers will not be recruited with the intent of replacing or reducing **SEIU** positions, hours of work, or paid hours.

ARTICLE 34 - CORRESPONDENCE

- 34:01** All correspondence between the parties hereto, arising out of this Agreement or incidental thereto shall pass to and **from** the Director, Human Resource Services or their designate and the Union Representative with copies in all cases going to the Home Administrator for the Region and the Chairperson of the Union Committee.

ARTICLE 35 - HEALTH AND SAFETY

- 35:01** The Region shall endeavour to observe all reasonable precautions and provide necessary safety devices or appliances that may be required for the protection of its employees. The employees will co-operate by observing safety practices.
- 35:02** Under the Occupational Health and Safety Act, there is to be a Joint Health and Safety Committee, to examine all health and safety questions, and make appropriate recommendations in the interest of a safe and healthy work environment.
- 35:03** Employees shall be required to report all on-the-job accidents or illnesses, whether they result in lost time or health care or not.
- 35:04** An employee receiving Workers' Compensation payments shall accumulate seniority and be entitled to all benefits of this Agreement. Provided the employee is **utilizing** accumulated sick leave to top up Workers' Compensation payments and the cheque is being sent to the Employer, the Employer continues to pay its share of all employee benefit plans.
- 35:05** The Employer agrees that an employee who is injured whilst at work, shall, upon return to work, be reinstated to the position, shift, and rate held at the time of the injury provided the employee is capable and qualified to perform the former employment. The Employer will attempt to apply the modified duties plan subject to the abilities of the injured employee and the work available.

ARTICLE 36 WORKPLACE HARASSMENT

36:01 The Ontario Human Rights Code defines harassment as “any vexatious comment or conduct that is unwelcome or ought reasonably to be know to be unwelcome.” The Code protects all employees **from** harassment under the following grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, sexual orientation, age, record of **offenses**, marital status, family status, and disability. The Employer and the Union agree that confirmed cases of harassment will not be tolerated.

- (a) Cases of alleged harassment as **defined** by the Ontario Human Rights Code will be considered as discrimination and eligible to be processed as grievances under the grievance procedure, although the Region will investigate all formal complaints of harassment, whether made through its Workplace Harassment Policy, the grievance procedure, or the Ontario Human Rights Code. Harassment may include, but not be limited to:
- (i) requests or demands for sexual favours;
 - (ii) unwelcome physical contact ranging from touching to sexual assault;
 - (iii) display of pin-up posters or offensive literature;
 - (iv) insulting gestures, remarks, jokes, or name-calling;
 - (v) circulating or displaying racist or derogatory printed material;
 - (vi) refusing to work or co-operate with an employee because of their background;
 - (vii) derogatory remarks directed towards one gender/sexual preference group.

Flirtation, chit-chat, and good natured bantering may be a normal part of work life and may not necessarily be construed as harassment provided it is mutually acceptable to all employees in that work environment, and provided that employees keep checking that the banter continues to be acceptable.

- (b) Where the alleged harasser is the person who would deal with the **first** or any step of a grievance, the grievance shall be presented at the next step.
- (c) An employee shall, at all times, retain their right to lodge a complaint under the Ontario Human Rights Code **R.S.O. 1990, c. H19**. In the event the employee lodges a formal complaint under the Human Rights Code, the grievance procedure shall be suspended immediately, pending **final** disposition of the complaint by the Human Rights Commission.
- (d) Individuals who lodge a legitimate complaint of harassment are entitled to do so without reprisal or threat of reprisal for doing so.

- (e) Grievances under this article will likely be of a very sensitive nature and the parties agree that they will take all necessary precautions to maintain the highest degree of confidentiality throughout the grievance process.

ARTICLE 37- MODIFIED DUTIES

- 37:01 (a) The Union and Employer mutually agree to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.
- b) **Objectives of the Program:**
 - To restore an ill or injured employee to his/her fullest possible occupational and economic capacity.
 - To provide an employee **with** an effective setting for work accommodation and work rehabilitation following illness or injury.
 - To accommodate **and/or** rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job.
- c) An employee who has sustained an occupational or non-occupational illness or injury, that prevents him/her **from** performing the essential duties of their regular job shall be eligible to participate in this program.
- d) The Home shall develop a return to work plan, including schedule, duration, duties, reassessment and need for replacement coverage, to review with the Union for the purpose of receiving input. This plan will be based on medical information provided to the Home by the employee's medical practitioner.
- e) The modified work assignment must be productive and meaningful to both the Home and the employee. The modified work assignment must suit the medical restrictions, education and training/experience of the employee.
- f) Medical restrictions will normally be determined by the employee's attending medical practitioner. Notwithstanding this, the Home shall have the right at any time to require that an employee who requires modified duties or accommodation be examined by an independent physician, mutually agreed to between the parties, whose report shall be the **final** determination of the employee's restrictions.
- g) The employee(s) have the right to Union Representation at all meetings pertaining to the modified duties or accommodation,

37:02 Employee's Security

- a) When an employee on Workers' Compensation returns to work:
 - i) Employee(s) wage/salaries will be at the regular rate.
 - ii) Employee(s) will accrue seniority as per Article **13:02**.
 - iii) Employee(s) will accrue sick time and vacation entitlement while on modified duties.

- b) When an employee on sick leave or **LTD** returns to work:
 - i) Employee(s) returning to their original position will be at his or her regular rate.
 - ii) Employee(s) returning to work in any position other than their original position will be paid at the new rate, as per Article **30:01 a) and b)** of the Collective Agreement.
 - iii) Employee(s) will accrue seniority as per Article **13:02**.
 - iv) Employee(s) will accrue sick time and vacation entitlement on a pro rata basis.

- c) When an employee requires long-term or permanent accommodation:
 - i) Employee(s) will be paid at the appropriate rate for the position they are tilling.
 - ii) Employee(s) will accrue seniority as per Article **13:02**.
 - iii) Employee(s) will accrue sick time and vacation entitlement on a pro rata basis.

- d) Those employees currently receiving benefits on modified duties or on long-term or permanent accommodation will continue to do so as previously agreed.

- 37:03 a)** The hours of work not covered by the full-time and part-time employee(s) in a modified work plan in a seven and three quarter (**7.75**) hour **shift** shall be covered by a part-time employee wherever required and possible and without incurring overtime premium.



- b) Extra work assignments will not be added to other employees' daily work, so as to compensate for injured employees on a modified work program without consultation with the Union.
- c) Should there be no suitable modified work available at the Home, **the** Employer will look elsewhere in the Region for a suitable modified work placement.

ARTICLE 38- RETROACTIVITY

- 38:01 a) The increases to the wages shall be paid on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any employees who have since ceased to be employees shall have a period of sixty **(60)** days only from the date of execution of the Collective Agreement in which to claim from the Employer any adjustment to their remuneration. Any new employees **hired** shall be entitled to a **prorata** adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (**with** a copy to the Union office) at their last known address, employees who have **left** its employ to advise them of their entitlement to any retroactive wage adjustment.
- b) All retroactive payments for all present employees are to be made within sixty **(60)** days of ratification of this Agreement.

ARTICLE 39- DURATION

- 39:01 This agreement shall become effective on the first day of January, **1995** and **shall** continue in force until the 31st day of **December, 1998**, and thereafter from year to year unless terminated or amended.
- 39:02 Notice of desire to terminate or amend this agreement shall be given by either party to the other, in writing, not more than six **(6)** months prior to the **expiry** date and negotiations with respect thereto shall begin within **fifteen (15)** days after filing notice of the aforesaid unless the parties mutually agree to dates beyond the aforesaid **fifteen(15)** days.

Signed at Kitchener, Ontario, this 29th day of June 1998.

FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)

[Signature]
[Signature]
Heleen Eley

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 220

[Signature]
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[Signature]

SCHEDULE "A"

<u>June 1/96-December 31/96</u>	Start	6 Mos. 840 hrs.	1 Year 1680 hrs
Grade 1			
Grade 2	12.799	13.206	13.632
Clerk Typist (Administration) Clerk Typist (Admissions) Clerk (Accounts) Dietary Aide Housekeeping Aide Laundry Aide Switchboard Receptionist ☼General Duty (Dietary) *General Duty (Housekeeping) *General Duty Porter (Housekeeping)			
Grade 3	13.447	13.867	14.280
Clerk (Trust Accounts) Arts & Crafts Worker Clerk Typist (Nursing) Cook Laundry Washer ☼Groundskeeper			
Grade 4	15.391	15.804	16.218
Adjuvant (Resident Care) Adjuvant (Alzheimers) Health Care Aide Nursing Attendant Recreation Worker *☼Maintenance Leadhand	15.932	16.345	16.758
Grade 5**	16.236	16.628	17.616
Registered Practical Nurse Recreation Therapist (Resident Care) Recreation Therapist(Alzheimers)			
Grade 6			
☼ Male Dominated Positions not subject to pay equity adjustments * Driver/Courier * Maintenance Technician	13.127 14.548	13.552 14.961	13.948 15.369

☼ Internal Male Comparator
 ● Internal Male Comparator for Job Grade 4. Differential due to market considerations as per Letter of Understanding dated March 21, 1991.
 ** External Male Comparator for Grade 5 is CUPE 1656 Instrument Technician.

SCHEDULE "A"

January 1/97-December 31/97	Start	6 Mos. 840 hrs.	1 Year 1680 hrs
Grade 1			
Grade 2	12.959	13.371	13.802
Clerk Typist (Administration) Clerk Typist (Admissions) Clerk (Accounts) Dietary Aide Housekeeping Aide Laundry Aide Switchboard Receptionist *General Duty (Dietary) *General Duty (Housekeeping) *General Duty Porter (Housekeeping)			
Grade 3	13.615	14.040	14.459
Clerk (Trust Accounts) Arts & Crafts Worker Clerk Typist (Nursing) Cook Driver/Maintenance Technician Laundry Washer *Groundskeeper			
Grade 4	15.583	16.002	16.421
Adjuvant (Resident Care) Adjuvant (Alzheimers) Health Care Aide Nursing Attendant Recreation Worker *Maintenance Leadhand	16.131	16.549	16.967
Grade 5**	16.439	16.836	17.836
Registered Practical Nurse Recreation Therapist (Resident Care) Recreation Therapist (Alzheimers)			
Grade 6			
* Male Dominated Positions not subject to pay equity adjustments * Maintenance Technician	14.730	15.148	15.561

◊ Internal Male Comparator
 ● Internal Male Comparator for Job Grade 4. Differential due to market considerations as per Letter of Understanding dated March 21, 1991.
 ** External Male Comparator for Grade 5 is CUPE 1656 Instrument Technician.

SCHEDULE "A"

January 1/98-December 31/98	Start	6 Mos. 840 hrs.	1 Year 1680 hrs
Grade 1			
Grade 2	13.089	13.505	13.940
Administration Communications Clerk			
Dietary Aide			
Housekeeping Aide			
Laundry Aide			
♠ General Duty (Dietary)			
Grade 3	13.751	14.180	14.604
Clerk (Accounts)			
Clerk (Trust Accounts)			
Driver/Maintenance Technician			
Coordinator Physical Resources			
Cook			
Laundry Washer			
4 Groundskeeper			
Resident Support Worker			
Clerk Typist (Nursing)			
Grade 4	15.739	16.162	16.585
Adjuvant (Resident Care)			
Adjuvant (Alzheimers)			
Health Care Aide			
Nursing Attendant			
&Maintenance Leadhand	16.292	16.714	17.137
Grade 5**	16.603	17.004	18.014
Registered Practical Nurse			
Recreation Therapist (Resident Care)			
Recreation Therapist(Alzheimers)			
Music Therapist - Alzheimer			
Grade 6			
♠ Male Dominated Positions not subject to pay equity adjustments			
♠ Maintenance Technician	14.877	15.299	15.717

♠ Internal Male Comparator
 • Internal Male Comparator for Job Grade 4. Differential due to market considerations as per Letter of Understanding dated March 21, 1991.
 ** External Male Comparator for Grade 5 is CUPE 1656 Instrument Technician.

APPENDIX "A"

BETWEEN:

THE REGIONAL MUNICIPALITY OF WATERLOO
(**SUNNYSIDE HOME**)

- and -

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL **220**

AND IN RELATION TO:

Part-time BARGAINING UNIT EMPLOYEES

Whereas the Union by certificate dated April **9th, 1975** is the certified bargaining agent for the employees of the Regional Municipality of Waterloo at **Sunnyside Home, Kitchener**, regularly employed for not more than twenty-four (**24**) hours per week, and students employed during the school vacation period, or registered as full-time students at a **recognized** educational institution, save and except supervisors, persons above the rank of supervisors and registered and graduate nurses.

A. The foregoing provisions of the Full-time Bargaining Unit Collective Agreement shall apply except for the following articles which do not apply to Part-time Bargaining Unit Employees:

2:01; 5:08; 7:04; 11:01 (b); 13:04; 13:06 (c); 13:08; 14:01; 14:05; 16:01; 16:03; 17:01; 17:02; 17:03; 17:04; 17:05; 18; 19:01; 19:02; 19:03; 19:04; 19:05; 19:06 (c); 19:07; 20:01 (b); 21; 22:04; 24; 25; 28; 29; 30:01 (b); 33.

B. Union Recognition

The Employer **recognizes** the Union as the sole collective bargaining agent for:

The employees of the Regional Municipality of Waterloo at Sunnyside Home, **Kitchener**, regularly employed for not more than twenty-four (**24**) hours per week, and students employed during the school vacation period, or registered full-time students at a **recognized** educational institution, save and except supervisors, persons above the rank of supervisor and registered and graduate nurses.

C. Grievance

A Sunday, a Statutory Holiday within the meaning of this Agreement or an aggrieved employee's day off shall be excluded in computing the time limits within which a Step is taken under the grievance procedure of this Agreement.

D. Seniority

A Part-Time Seniority list containing the names of employees will be posted on the **official** Union bulletin board in March and September of each year. Employees will have sixty (**60**) calendar days from the date on the seniority list to notify the Assistant **C.A.O.**, Human Resources, in writing, of any errors, etc., to changes and/or additions, noted since the previously posted list. It is agreed that the Chairperson will be advised as soon as an employee commences employment as to the employee's classification and hiring date.

Seniority status once acquired by permanent employees will be lost and their names removed from the seniority list and their employment terminated for the following reason:

Continuous non-employment including layoff, **authorized** leave of absence, sickness or accident for a period of time equal to the length of seniority at the time of layoff, **authorized** leave of absence, sickness or accident but not for less than six (6) months nor more than twelve (12) months.

E. Hours of Work

- (i) The hours of work will be as scheduled by the Home, but the Home does not guarantee to provide employment or work for normal hours or for any other hours. Twenty (20) minutes will be allowed on each full seven and three quarters (7.75) hour shift worked for a meal break without loss of pay. Part-time employees working a full seven and three quarter (7.75) hour shift shall also have two **fifteen (15)** minute breaks. The first break to be unpaid time the second break to be paid time.
- (ii) The Employer shall endeavour to schedule and call-in part-time employees for the available work as equitably as possible. A rotational list of employees who have indicated availability for call-in, for the purposes of the rotational list, will be deemed to have worked the shift or period which was refused.

F. Overtime

- (i) Overtime which must be **authorized** shall be paid at the rate of one and one-half (1 1/2) times the employee's equivalent hourly rate for all hours worked in the excess of seven and three quarter (7.75) hours in a day or seventy-seven and a half (77.5) hours in the **bi-weekly** pay period.
- (ii) In the case of a cancellation of a scheduled **shift** at the request of the Employer with less than twelve (12) hours notice, the employee affected shall be paid for the actual hours previously scheduled or the equivalent of **three (3)** hours pay whichever is the lesser. Such premium shall not apply when the change is requested by an employee and consented to by the Employer.

G. Holidays

- (i) Part-time employees shall be paid double time and one-half (21/2) of their regular straight time pay for working on any of the following holidays:

New Year's Day	Civic Holiday
3rd Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

It is understood that such payment of double time and one half for work on the above-named holidays shall include any holiday pay to which the employee may be entitled under the Employment Standards Act. The employee shall continue to receive the above premium rate for any overtime or additional hours worked following the employee's complete shift on a holiday.

- (ii) Employees will only receive payment for holidays not worked in accordance with the regulations of the Employment Standards Act.

H. Vacation Pay and Payment In Lieu of Fringe Benefits

- (i) (a) All part-time employees shall be paid in addition to their regular hourly rate (Schedule "A"), the amount of twelve **(12%)** percent of such wage rate in lieu of Health and Welfare benefits provided full-time employees.
- (b) All part-time employees shall be entitled to vacation pay on the basis of the following formula:

from start of employment:	4%
after three (3) years of employment:	6%
after eight (8) years of employment:	8%
after sixteen (16) years of employment:	10%
after twenty-four (24) years of employment:	12%

In addition, each employee shall be granted an additional point four **(.4%)** percent for each continuous year of service after twenty-four **(24)** years of employment, to a maximum of fourteen **(14%)** percent **after** twenty-nine **(29)** years of employment.

(ii) **Definition-Total Pay**

"Total pay" includes all wages received whether pay as hourly rate, overtime, premium pay or shift pay and money paid for days not worked i.e. paid holidays including the previous year's vacation pay.

I. Uniforms

Effective July **5, 1992**, when the Home requires employees to wear uniforms (including footwear), the required uniforms will meet the standards of the Home, as published reasonably in advance in respect to style and colour. The Home shall pay a uniform allowance of **6.6** cents per hour worked payable quarterly in January, April, July and October of each year, to each employee required to wear a uniform, provided the employee has been in the service of the Home at least one hundred and **fifty (150)** hours worked.

J. M i n i m u m

Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four **(4)** hours work or work for the time scheduled if less, or if no work is available will be paid for at least four **(4)** hours or paid for the time scheduled if less. This shall not apply in cases of any labour dispute or conditions beyond the control of the Employer.

K. Jury Duty

An employee serving as a juror or who has been subpoenaed as a witness will receive the difference between the jury or witness pay and the employee's regular pay for the lost time occurring only on those days the employee was actually scheduled and available to work and while serving in one of these capacities, providing the subpoena is presented to the Administrator.

Signed at **Kitchener**, Ontario, this 29th day of June, 1998.

FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)

[Signature]
[Signature]
Heleen Eley

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 220

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "B"

ARBITRATORS ROTATION

Ian Springate

Brian Keller

William Kaplan

Kevin **Whitaker**

APPENDIX "C"

REGIONAL MUNICIPALITY OF WATERLOO

WORK CLOTHING REQUEST FORM -1998

NAME _____ DEPT/DIV. _____

JOB TITLE _____ LOCAL _____

	STYLE	DESCRIPTION	POINT VALU E	SIZE	QTY	TOTAL POINTS
PANTS	10010-60	Men's 65/35-Navy-Waist 28-56-unfinished leg	17			
	10120-60	Men's 100% cotton-Navy-Waist 28-48-unfinished leg	20			
	14090-60	Men's Jean Style-Navy-Waist 28-44 (34"std inseam)	24			
	18240-60	Ladies'-Navy-Waist 24-38-unfinished leg	17			
SHORTS	10684-60	Shorts-Men's/Ladies'-65/35-Navy-Waist 28-44 (8" inseam)	14			
SHIRTS	20080-61	65/35 Polin-LS-lt. Blue-Sizes S-3XL	15			
	LONG SLEEVE	20122-60	100% Cotton-LS-Navy-Sizes S-3XL	21		
		25490-61	60/40 Oxford-LS-Lt. Blue-Sizes S-3XL	20		
SHIRTS	20082-61	65/35 Poplin-SS-Lt. Blue-Sizes S-3XL	14			
SHORT SLEEVE	20122-60	100% Cotton-SS-Navy-Sizes S-3XL	21			
		25492-61	60/40 Oxford-SS-Lt. Blue-Sizes S-3XL	19		
T-SHIRTS	23102-60	100% Cotton w/pocket-Navy-Sizes S-3XL	10			
		OH-001	Orange/Feflexite stripes-Sizes S-2XL	10		
JACKETS	31070-60	Twill-lined-Navy-Sizes S-3XL	34			
		ESP 311	Hydro Style-Orange w/reflective stripes-Sizes S-3XL	26		
PARKAS	34290-60	Bomber-Navy-Sizes S-3XL	55			
		35290-60	Commander-Navy-Sizes S-3XL	39		
		ESP 305-P	Orange w/reflexite stripes-Sizes S-3XL	55		
EXTRA	23142-60	Golf Shirt-knit-Navy-Sizes S-3XL	16			
OPTIONS	23400-60	Sweatshirt-Navy-Sizes S-3XL	24			
	23520-60	Sweatshirt-hood-zippered front-Navy-Sizes S-3XL	28			
	78290-60	Vest-insulated-Navy-Sizes S-3XL	28			
	96413-60	Ball Cap-Blue-Solid back	6			
		Ball Cap-Orange-Solid back	6			
		RW 80254	Toque-Orange	2		

APPENDIX "D"

Summary of Breaks

SHIFT (hours)	BREAK	MEALBREAK
3	no break	No
3.5	one 15 minute (unpaid)	No
4	one 15 minute (unpaid)	No
5	one 15 minute (unpaid)	No
5.5	one 15 minute (unpaid)	No
6	one 15 minute (unpaid)	20 minute (paid)
8	one 15 minute (unpaid and one 15 minute (paid)	20 minute (paid)

LETTER OF UNDERSTANDING

- between -

**THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220**

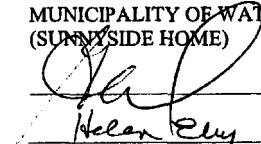
RE: Alzheimer Day Away Program - Part-time Staffing

With respect to the above-noted program the parties agree as follows:

1. The internal postings for two (2) Health Care Aides and two (2) Registered Practical Nurses in the Alzheimer Day Away Program were not filled.
2. The above-noted jobs were awarded by mutual consent of the parties to Registered Practical Nurses and Health Care Aides with no scheduled hours, to prevent the need to hire outside the Home.
3. The employee awarded these positions will be scheduled for part-time hours in the Alzheimer Day Away Program and remain in their original program areas for call-in shifts within the same category, but with no scheduled hours. Any additional hours will be divided equally among part-time staff in the Home.
4. If the hours available to the selected staff increase so as to result in the potential removal of an employee from the call-in list, either party may call for a meeting between Union and Management to re-assess this agreement.
5. This Letter of Understanding is without prejudice or precedent to either party in and other matter.

Signed at **Kitchener**, Ontario this 29th o f September, 1997.

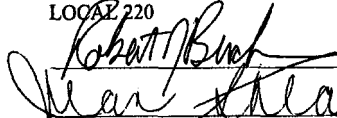
FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)



 Helen Emy

 Roy Ly

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 220



 Robert Buef

 Wendy Young

LETTER OF UNDERSTANDING

-between -

**THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME**

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220


Re: Extended Tours - Alzheimer Program

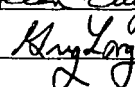
whereas **the** Home requires the **staffing** of the **Alzheimer** Program by means of a nine (9) hour shift the parties agree as follows:

1. Sunnyside Home shall schedule the above-noted **shift** as nine (9) hour shifts and shall pay time and one **half** for all hours worked beyond **the** normal hours of work, as defined in the Collective Agreement Article 14.01.
2. **The** Letter of Understanding is without prejudice or precedent to either party in any other matter.

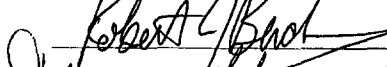
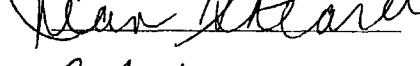
Signed at **Kitchener**, Ontario this 29th day of September 1997.

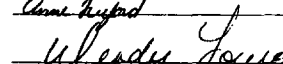
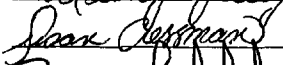
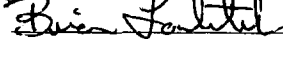
FOR THE REGIONAL
MUNICIPALITY OF **WATERLOO**
(**SUNNYSIDE HOME**)



Helen Emy


FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 220

Anne Bryant




LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220**

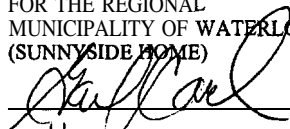
Re: Ontario Works Placements

In respect of the above-noted matter and without precedent or prejudice in any other matter **the** parties agree as follows:

1. The Region of Waterloo's "Ontario Works Business Plan" or its successor or similar plan will not be used to displace or replace any paid work (**regular or overtime**) of full-time employees, part-time employees, or students *or* volunteers, if any. The Region agrees that Ontario Works clients placements shall not be placed into any position that is covered in whole or in part by Article **2.01** of the Collective Agreement where the position has been vacated by retirement, resignation, promotion, technological or **organizational** change, layoff or by acceptance of a **V.E.O.**, unless the position has been vacant for more than three (3) years.
2. The two client placements currently deployed under the Ontario Works program at Sunnyside Home to assist the groundskeeper shall remain in place.
3. The Region and Sunnyside Home will advise the Union before introducing any new Ontario Works client placements at Sunnyside Home.
4. This letter of understanding will govern any future placement of Ontario Works clients at Sunnyside Home but is without prejudice or precedent with respect to matters not related to Ontario Works.

Signed at **Kitchener**, Ontario this 29th day of September, 1997.

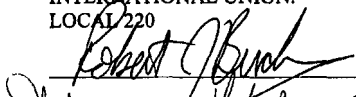
FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)

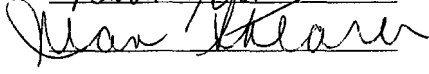


 Allan Eley

 Bryn Lang

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 220





 Alan Stewart

 Wendy Young

 Susan Crossman

 Brian Johnston

LETTER OF UNDERSTANDING

- between -

**THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220**

Re: Lead Hand - Dietary


Whereas the parties have met and discussed the need to provide for a Lead Hand assignment in Food Services;

AND Whereas **the** Home has filled this assignment with qualified Union members, the parties agree as follows:

1. Lead Hand hours will be scheduled as required by the Home. The Home shall pay a Lead Hand premium in addition to the employee's regular rate in dietary for those hours scheduled as Lead Hand. It is understood that the scheduled hours for a Lead Hand may or may not constitute an entire **shift**.
2. The Lead Hand - Dietary **shall** be paid a premium of **75** cents per hour in addition to the regular hourly rate, for all Lead Hand hours.
3. When an employee is scheduled to perform Lead Hand work, sufficient staff will be scheduled to ensure **normal** operation of the Food Services Department.
4. The Letter of Understanding is without prejudice or precedent to either party in any other matter.

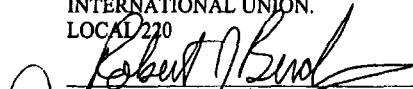
Signed at **Kitchener**, Ontario this **30th** day of **Sept**, 1997.

FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDEHOME)



 Helen Eley

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION.
LOCAL 220



LETTER OF UNDERSTANDING

- between -

THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220

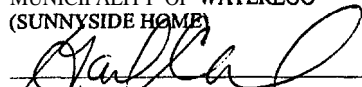
RE: The Appointment of Arbitrators to Appendix "B"

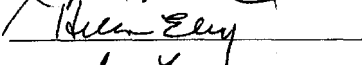
The parties agree to the creation of a list attached to the Collective Agreement as Appendix "B" of four (4) arbitrators to hear grievance arbitrations between the parties on a rotational basis and the parties further agree as follows:

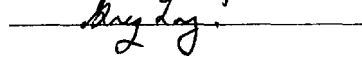
1. The parties shall meet within 20 days of the signing of the Memorandum of Agreement in order to discuss and mutually agree upon four (4) arbitrators to be placed on Appendix "B".
2. If the parties are unable to mutually agree upon four (4) arbitrators to be placed on Appendix "B" but are able to mutually agree on two (2) arbitrators, those two mutually agreed upon arbitrators shall be listed on Appendix "B" and the Region and the Union shall both select one other arbitrator to be assigned to Appendix "B" for a total of four (4).
3. If the parties are not able to agree to four (4), or two (2) arbitrators to go on Appendix "B", then the list shall be determined by the Region and the Union each submitting a list of four (4) potential arbitrators. Each party shall veto two (2) of the names submitted by the other side and the four (4) remaining names shall be appointed to the list.
4. The order of rotation shall be established by a random listing of the arbitrators.
5. If during the course of the Collective Agreement an Arbitrator on Appendix "B" is unable to accept appointments or remain on the list, the parties shall meet and decide whether or not that Arbitrator needs to be replaced and how that shall be done, if required, and taking into account the processes set out above.

Signed at **Kitchener**, Ontario this 30th day of September, 1997.

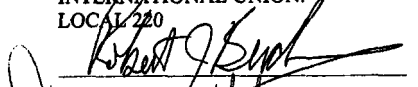
FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)




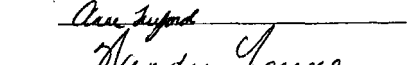


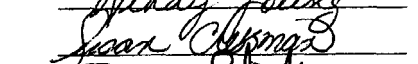



FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 220














LETTER OF UNDERSTANDING

- between -

**THE REGIONAL MUNICIPALITY OF WATERLOO,
SUNNYSIDE HOME**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220**

RE: Voluntary Exit Option

In respect of the above-noted matter and without precedent or prejudice in any other matter the parties agree as follows:

1. Prior to issuing a notice of a permanent redundancy or long-term layoff, which will result in a permanent employee losing employment, the Employer will offer Voluntary Exit Options (**VEO**) to permanent employees. These offers will be made in writing to **all** permanent employees in the affected **classification within the bargaining unit**.

For the purposes of clarification **the** parties agree that no temporary employees (as defined in the respective collective agreements) in a job classification will continue to be employed while any permanent employees are on layoff.

2. The maximum number of employees who can participate in the **VEO** within the affected job classification must be equivalent to the number of employees with in the affected job classification who would otherwise receive notice of layoff. All employees will receive the offer of **VEO** simultaneously. These employees shall advise the Employer of their decision whether or not to elect a **VEO** within two weeks of being advised of the offer. If the response exceeds the number required then seniority will prevail in the following sequence:
 - a) within the affected job classification within the division
 - b) within the affected job classification with the department
 - c) within the affected job classification in other departments

* affected job classification will include similar job classifications where feasible.

Management and **the** Union will meet and agree as to how remaining employees in the affected job classification will be reassigned based on seniority and as required within the job classification, within the bargaining unit, and with consideration of the residents' quality of care.

3. An employee who accepts the **VEO** shall have the option of receiving a payment in the form of a lump sum or **salary** continuance, upon relinquishing all recall rights. This payment **shall equal** one months' income for each year of service, plus a prorated amount for any additional partial year of service, to a maximum of **12** months of income.

In addition, an employee between the ages of **55** and **65** shall receive a lump payment of **\$3000.00**.

A week's income is defined as per Appendix "A" in the Collective Agreement. Where a part-time employee elects a **VEO**, his or her payment will be based upon their regular average weekly income calculated using the six **(6)** month period immediately preceding their last day of work.

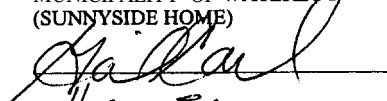
4. Extended Health, Dental and Life Insurance Plans will continue to cover employees who choose the salary continuance payment, for a period of time equal to the time represented by the payment, but employees will not be entitled to long term disability **(LTD)** or sick leave benefits during this time.

Employees between the ages of **55** and **65** who elect a **VEO** and who prior to the expiration of their salary continuance payment elect to retire, will be eligible for retiree benefits coverage as per the respective collective agreement.

5. Where an employee accepts the **VEO** and, on production of receipts from an approved educational program within twelve **(12)** months of leaving the Region, they may be reimbursed for **100%** of tuition fees up to a maximum of **\$2,000.00**.
6. Counselling regarding the **VEO** options and implications will be made available to any employee requesting same.
7. This Agreement shall commence on October **1, 1997** and shall remain in effect until December **31, 1998**.

Signed at **Kitchener**, Ontario this 30th day of September, 1997.

FOR THE REGIONAL
MUNICIPALITY OF WATERLOO
(SUNNYSIDE HOME)

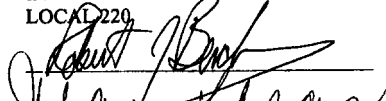


Gail Paul

Heather Ely

Brynn Lloyd

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 220



Robert Burt

Alan Shear

Amy Dupont

Sherry Young

Joan Anderson

Bianca Salitelli

The Regional Municipality of Waterloo

*Life, Long Term Disability,
Extended Health and Dental Insurance*

Underwritten by: Mutual Life Assurance Company of Canada

Group Policy No. 82000

Accidental Death and Dismemberment

Underwritten by: The Citadel General Assurance Company

Group Policy No. 9216255

Your Group Insurance Booklet

Notice

The statements **in** this booklet are a summary of some of the provisions of the master policy. They are not part of the master policy and are not terms of the insurance contract.

The information contained in this booklet is important to you and your family and should be kept in a safe place. You should **familiarize** yourself with the contents of the booklet and refer to it whenever you claim group insurance benefits.

Your Plan Administrator

Your plan administrator can give you more detailed information about your group benefits and will help you to:

- enrol in the plan, and
- provide you with the information and forms you need to claim benefits.

Please contact your plan administrator at **575-4431** or **575-4444** if at any time you require additional information about your benefits.

Summary of Insurance

Policy Number **82000-C**

Life Insurance

Class of Members	Benefit Formula	Maximum Benefit
C 1. Sunnyside Home Service Workers (S.E.I.U. 220) Full Time Employees	2x regular earnings	\$350,000*
C10. Early Retirees (S.E.I.U. 220)	*	\$350,000*

Amount of Benefit: The amount of benefit is calculated by applying the benefit formula to the member's annual rate of earned income. This amount is rounded to the next higher **\$1,000** if not already a multiple of **\$1,000**. It may not exceed the maximum benefit.

***Benefit Reduction** reduces to 2 times the member's annual **OMERS** Pension rounded to the higher thousand if not already a multiple of **\$1,000**.

Termination of Insurance: the end of the month following the member's **65th** birthday

Long Term Disability Insurance

Class of Members	Benefit Formula	Maximum Monthly Benefit
C 1. Sunnyside Home Service Workers (S.E.I.U. 220) Full Time Employees	70% of regular earnings	\$10,000
C10. Early Retirees (S.E.I.U. 220)	--	--

Basic Reductions: CPP/QPP benefits (**including** benefits for dependent children) and Workers' Compensation benefits.

Disability Particulars:

- during the **qualifying** period and the **30** month period **after** it, unable to do own job,
- after the **30** month period, unable to do any job.

Qualifying Period: the later of **17** weeks or the expiration of sick leave credits

Benefit Period: to **65th** birthday

Termination of Insurance: 65th birthday

Extended Health Insurance

Part	Benefits	Deductible per family unit	Reimbursement
A	Drug	none	100%
B	Vision: \$200*	none	100%
C	Hospital: semi-private	none	100%
D	Supp. Health Care	none	100%
E	Out-of-Province Emergency	none	100%

*Maximum eligible expenses for eyeglasses/contact lenses in any 2 consecutive calendar years.

Termination Age: the end of the month following the member's **65th** birthday

Dental Insurance

Part	Benefits	Deductible per family unit	Reimbursement	Maximum
A	Preventive	none	100%	none
B	Major Restorative	none	50%	\$3,000*
C	Orthodontic	none	50%	\$1,500**

*The maximum amount payable applies to the eligible expenses incurred in a calendar year under part B for the member and each insured dependant.

** The maximum lifetime amount payable applies to **the** eligible expenses incurred under **Part C** for the member and for each insured dependant.

Late Entrant Maximum: If an eligible person or an eligible dependant becomes insured more than **31** days after the date he became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses incurred during the first **12** months of insurance under Parts A and C will be limited to **\$250** for the member and for each insured dependant.

Termination Age: the end of the month following the member's **65th** birthday

Dental Fee Guide: The applicable fee guide is the one in force on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member.

General Information

Eligibility

You are eligible, and continue to be eligible, to be a member while you meet all of the following conditions:

1. You are actively working for The Regional Municipality of Waterloo.
2. You regularly work for The Regional Municipality of Waterloo at least **40** hours each week.
3. You are a member of **S.E.I.U. 220** Full-Time Local.
4. You have been continuously employed by The Regional Municipality of Waterloo at least as long as the waiting period.

Participation is compulsory.

Waiting Period

- Long Term Disability - 6 months
- All Other Benefits - 1 month

If you voluntarily elect early retirement, are age **55** or over, you are eligible, and continue to be eligible, to be a member for all benefits with the exception of **Long** Term Disability benefits, until the end of the month following your **65th** birthday.

You are eligible, and continue to be eligible, for dependant insurance **while** you meet all of the following conditions:

1. You are a member.
2. You have at least one dependant.

Definitions

Dependant means your spouse or a dependent child of you or your spouse. If Mutual does not approve evidence of insurability required for a &pendant, he will not **be** an insured dependant.

Dependent child means an unmarried child who is entirely dependent on you for maintenance and support and who is

1. under **22** years of age,
2. under **25** years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under **1)** or **2)** above.

Spouse means the person who is married to the member, or a person who is living with the member in a conjugal relationship and is publicly represented as the member's spouse.

Enrolment

To enrol, you must submit a completed enrolment card. If you have a dependant, request dependant insurance when you **enrol**.

If you request dependant insurance more than **31** days after you become eligible, you must submit evidence of insurability for each dependant to Mutual.

If you are retired and request **dependant** insurance more than **31** days after you become eligible, the insurance will not be effective.

If you have no dependant when you enrol and later acquire one, request dependant insurance, (eg. birth of first child, marriage).

If your new dependant is a common-law spouse, see your Plan Administrator to find out how to enrol for dependant insurance.

Evidence of insurability submitted to Mutual is at your expense.

Effective Date

Your insurance is effective on the date you become eligible.

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Mutual determines the insurability of all of your dependants and approves at least one dependant.

If you are absent from work on the date your insurance or your dependant insurance would be effective, then that insurance will not be effective until the date you return to active work.

Comparable Coverage

If your dependant is insured for comparable coverage under another plan, you may decline the dependant coverage for the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops, you may request the similar coverage offered under this plan.

The insurance that replaces the comparable coverage is effective on the **date** that the comparable coverage stops.

If you request the dependant coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Mutual. The insurance that replaces the comparable coverage is effective on **the** date that Mutual approves the evidence of insurability. If Mutual does not approve evidence of insurability required, the insurance will not be effective.

Termination of Insurance

Your insurance could terminate for a number of reasons. For example,

- you are no longer eligible, (i.e. you are no longer actively working),
- you reach the Termination Age,
- the provision or the policy terminates.

Your wallet certificate must **be** returned to your plan administrator.

Member Life Insurance Provision

Benefit

The amount of benefit will be paid to your beneficiary upon your death. If no beneficiary has **been** appointed or if the beneficiary has predeceased you, payment will be made to your estate.

If you become totally disabled before age **65**, your Life Insurance may be continued until the end of the month following your **65th** birthday. Premiums for the continued insurance **will** be waived after you have been totally disabled from the same or related causes for six continuous months or, if you are also insured for group Long Term Disability Insurance with Mutual, when you begin receiving group Long Term Disability payments.

Claims

A death claim must be received by Mutual within 6 years of the date of death. The claimant must submit proof of the claim and the right to receive the benefit to Mutual.

If you become totally disabled and are also insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim along with your claim under the group Long Term Disability Insurance to Mutual.

If you become totally disabled and are not insured for group Long Term Disability Insurance with Mutual, you must submit a disability claim to Mutual after you have been totally disabled continuously for 6 months but not beyond **12** months after the date you became totally disabled.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim,

At Termination

If your Life Insurance terminates because you are no longer eligible, and **this** provision continues in force, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated,
- the maximum amount of insurance for which you have been insured under this provision less the total amount of individual insurance still in force on your life which was previously obtained through the Conversion Privilege of this provision, or
- **\$200,000**.

If your insurance terminates while this provision continues in force and you die within **31** days after termination of insurance, the amount of insurance which you could have converted to an individual policy on your life through the Conversion Privilege of this provision will **be** paid to your beneficiary.

If your Life Insurance terminates because this provision **terminates**, and you have been continuously insured under this provision for the five year period before the termination of this provision, you may convert it to an individual policy on your life up to the lesser of

- the amount of the insurance terminated less the amount of insurance in force under a new group policy that replaces this policy, or
- 3 times the Year's Maximum Pensionable Earnings as established under the Canada Pension Plan in the year that this provision terminated.

If you convert your Life Insurance, you must apply and pay the premium to Mutual within **31** days after termination of insurance.

If you have any questions about this conversion privilege, please contact your plan administrator or the nearest Mutual office.

Accidental Death and Dismemberment

Policy Number 9216255

Accidental Death and Dismemberment Insurance

This program is arranged by: Wright Mogg & Associates Ltd.

and underwritten by: The Citadel General Assurance Company

Class of Members	Benefit Formula	Maximum Benefit
C 1. Sunnyside Home Service Workers (S.E.I.U. 220) - Full Time Employees	2x regular earnings	\$350,000
C10. Early Retirees (S.E.I.U. 220)	*	*

Amount of Benefit: The amount of *benefit* is calculated by applying the benefit formula to the member's annual rate of earned income. This amount is rounded to the next higher **\$1,000** if not already a multiple of **\$1,000**.

***Benefit Reduction Class C10:** reduces to 2 times the member's annual **OMERS** pension rounded to the higher thousand if not already a multiple of **\$1,000**.

Termination of Insurance: the end of the month following the member's **65th** birthday

Eligibility

Coverage applies if you fall under a class of members as described in the summary of insurance page.

Coverage

Any accident resulting in death, dismemberment, paralysis, loss of use, sight, speech or hearing - anywhere in the world - **24** hours a day - on or off the job.

Benefits Provided:

Specific Loss

If any of the following losses occur within **365** days after the date of the accident, benefits will be paid according to the following schedule:

For Loss of	Percentage of Principal Sum
Life	100%
Entire sight of both eyes	100%
Speech and hearing in both ears	100%
Entire sight of one eye	66 2/3%
Speech	66 2/3%
Hearing in both ears	66 2/3%
Hearing in one ear	33 1/3%
All toes of one foot	25%

For Loss or Loss of Use of

Both hands	100%
Both feet	100%
One hand and one foot	100%
One hand and the entire sight of one eye	100%
One foot and the entire sight of one eye	100%
One arm	75%
One leg	75%
One hand	66 2/3%
One foot	66 2/3%
Thumb and Index finger or at least four fingers of one hand	33 1/3%

For Total Paralysis of

Both upper and lower limbs (Quadriplegia)	200%
Both lower limbs (Paraplegia)	200%
Upper and lower limbs of one side of body (Hemiplegia)	200%

The amount payable for all losses sustained by any one insured as the result of any one accident will not exceed the following:

1. with the exception of **quadriplegia**, paraplegia and **hemiplegia**, the Principal Sum
2. with respect to **quadriplegia**, paraplegia and **hemiplegia**, **200%** of the Principal Sum, or **100%** if loss of life occurs within **90** days after the date of the accident.

The aggregate amount payable for the same accident will not exceed **200%** of the Principal Sum.

Repatriation*

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, repatriation benefits up to **\$10,000** will be paid for expenses incurred for the return home of your body (including preparation charges for transportation). The death must occur at least **50** kilometres from your residence.

Education**

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, up to **5%** of your Principal Sum, to a maximum of **\$5,000**, will be payable for each of your dependent children who are already **enrolled** in an institution for higher learning or who will do so within **365** days after your death.

The **benefit** is payable annually, for each year (up to 4 consecutive years) that the child continues school beyond the secondary school level.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

If none of your **children satisfy** the above requirements, an amount of **\$2,500** will be paid to your beneficiary.

Day-Care**

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, up to **5%** of your Principal Sum, to a maximum of **\$5,000** will be payable for each of your dependent children under **13** years of age who are enrolled in a legally licensed day-care centre or who will do so within **365** days after your death.

The benefit is payable annually, for each year (up to 4 consecutive years) that the child remains enrolled in a legally licensed day-care centre.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

If none of your children satisfy the above requirements, an amount of **\$2,500** will be paid to your beneficiary.

“Day-care centre” means a facility which is run according to law, including laws and regulations applicable to day-care facilities and which provides care and supervision for children in a group setting on a regular basis, Day-care centre will not include a hospital, the child’s home or care provided during normal school hours **while** the child is attending grades 1 through **12**.

Rehabilitation*

If you sustain a specific loss for which an amount of Principal Sum becomes payable under the program, this benefit will refund expenses incurred for your participation in a rehabilitation program in order to **qualify** in a **different** occupation, during the 3 year period following the loss, to a maximum of **\$10,000**.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

Occupational Training*

If you sustain accidental loss of life for which an amount of Principal Sum becomes payable under the program, and your spouse must engage in a formal occupational training program in order to upgrade employment qualifications, this benefit will refund expenses incurred within 3 years following the date of your death, to a maximum of **\$10,000**.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

Permanent Total Disability

The Principal Sum **will** be paid to you in a lump sum, less any other amounts payable under the Specific Loss section as a result of the same accident, if you become **totally** disabled and the following conditions are met:

- The disability results from an injury occurring prior to age **65**.
- The disability commences within **365** days of the accident.
- The disability prevents you from engaging in each and every occupation or employment for compensation or profit for which you are reasonably qualified by education, training or experience.
- The disability continues for **12** months, remains total and is permanent at the end of such period.

Family Transportation*

If any specific loss covered under the program confines you to a hospital and such hospital is located at least **150** kilometres **from** your residence, this benefit will refund expenses incurred by a member of your immediate family for hotel accommodation and transportation (via the most direct route) to your bedside, to a maximum of **\$10,000**. Private transportation expenses are limited to **\$0.20** per kilometre travelled.

Room, board or other ordinary living, travelling or clothing expenses are not covered.

Seat Belt

If you are driving or riding in a vehicle and wearing a properly fastened seat belt at the time of the accident, and you sustain a specific loss for which an amount of Principal Sum becomes payable under the program, the amount of Principal Sum payable is increased by **10%**.

The driver of the vehicle must hold a current and valid driver's license and must not be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a physician, at the time of the accident.

Home Alteration and Vehicle Modification*

If you sustain the loss of or loss of use of both feet or legs or become quadriplegic, paraplegic or **hemiplegic**, for which an amount of Principal Sum becomes payable under the program, this benefit **will** refund expenses incurred within 3 years following the accident, to a maximum of **\$10,000**, for the cost of alterations to your principal residence and/or the cost of modifications to one motor vehicle **utilized** by you, when such modifications are approved by licensing authorities where required, for the purpose of making them wheelchair accessible.

Hospital Indemnity**

If any specific loss covered under the program confines you to a hospital and you are under the care of a physician, you will receive a **daily** benefit of **1/30th** of **1%** of your **Principal** Sum, **from** the **1st** day of **hospitalization**, to a maximum of **\$2,500** per month and for a maximum duration of **365** days per injury.

Hospitalization for treatment of any injury other than for a **specific** loss **will** also be covered in accordance with the above, but the daily benefit will only be payable from the **5th** day of **hospitalization**.

NOTE

Benefits marked with an asterisk (*) are only payable under one of the policies issued to your employer by The Citadel.

Benefits marked with 2 asterisks (**) are subject to a combined maximum with similar benefits provided under any other policy issued to your employer by The Citadel.

Aircraft Coverage

You are covered only while flying as a passenger in any aircraft holding a current and **valid** certificate of airworthiness (other than an aircraft owned, operated by, leased or chartered by or on behalf of your employer) and flown by a licensed pilot. Coverage also applies while flying as a passenger in a military **aircraft**.

Exposure and Disappearance

Unavoidable exposure to the elements will be covered under the program as any other loss, provided such exposure is sustained as the result of a covered accident.

You will be presumed to have suffered accidental loss of life if your body is not found within 1 year after the disappearance, sinking or wrecking of the conveyance in which you were riding at the time of the accident.

Waiver of Premium

If, as the result of total disability, you are approved for waiver of premium and remain eligible for such under the terms of your employer's Basic Group **Life** Insurance contract, your employer need not pay any further premiums for you under the program.

Premiums **will** continue to be waived until the earliest of the following dates:

1. the date the program terminates;
2. the date you reach age **65**; or
3. the date you cease to be totally disabled.

All terms and provisions of the program will apply during the period your premiums are waived, including provisions relating to reductions in amounts of insurance.

Continuation of Coverage

If, under your employer's Basic Group Life Insurance contract, your life insurance is continued during any approved leave of absence, temporary lay-off, maternity leave or disability leave, coverage under the program will also be continued in accordance with the same terms and conditions of the Basic Group **Life** Insurance contract, provided payment of premium is continued.

The coverage which is continued under this clause **will** be subject to the terms and provisions of the policy in effect as of the date of commencement of the leave.

Extension of Coverage

If your employment is terminated by your employer, your coverage will be continued for up to **12** months, provided such continuation is required by the Employment Standards Act and payment of premium is continued.

Retirement

If you retire between the ages of **55** and **65**, coverage may be continued until the end of the month following your **65th** birthday, provided payment of premium is continued.

NOTE: The Permanent Total Disability indemnity is not payable after the date you retire.

Conversion Privilege

Upon termination of your insurance and provided the program is still in effect, you may convert your own insurance without evidence of insurability, into an individual accident policy.

You must apply prior to age **65** and within **31** days of the termination of your coverage.

Aggregate limit of indemnity

Aggregate limit of indemnity **\$2,500,000**.

Exclusions and Limitations

- Intentionally self-inflicted injury
- War or any act thereof
- Active full-time service in the armed forces of any country
- Flying as a pilot or crew member of any aircraft

Indemnity Payments

Your accidental death benefit is payable to the beneficiary designated on your Group Life Insurance **Enrollment** Card. With the exception of Education, Day-Care and Occupational Training Benefits, **all** other benefits payable are payable to you.

Procedure for claims

You or your beneficiary must notify your employer immediately.

In the event of a claim, written notice of injury must be given to The Citadel within **30** days **after** the date of the accident, and written proof of loss must be submitted to The Citadel within **90** days after the date of such loss.

Failure to provide such notice or proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to provide such notice or proof and that such notice or proof was provided as soon as was reasonably possible, but in no event later than one year after the date of accident.

Long Term Disability Insurance Provision

Benefit

The amount of monthly disability benefit will be paid to you when proof is received by Mutual that you are absent from active work because you are totally disabled and that you have been totally disabled from the same or related causes for the **qualifying** period.

Benefits are payable from the later of

- the end of the **qualifying** period, or
- the date you are no longer entitled to receive regular earnings or benefits under a salary continuance plan or short term disability income plan.

If you are receiving disability income or retirement income **from** other sources, the monthly disability benefit will be reduced so that the total amount of **disability** and retirement income receivable by you from all sources does not exceed **85%** of your monthly rate of earned income in force on the date you became totally disabled. If the benefit is not subject to income tax, the monthly rate of earned income, for the purposes of this section, is reduced by income tax deductions.

If your employer pays any portion of the Long Term Disability premium, the benefit payable to you will be taxable.

Benefits are paid in arrears and will begin one month after you become eligible to receive them. A proportionate amount of the monthly benefit will be paid for each **full** day you are totally disabled for less than a **full** month, once you have qualified for benefits.

If you become totally disabled, your Long Term Disability Insurance may be continued without payment of premiums while you are eligible to receive Long Term Disability benefit payments.

Rehabilitation

If your disability prevents you from returning to work, Mutual may be able to assist you by providing a rehabilitation program that will help you return to the **workforce**. A rehabilitation program can involve vocational retraining, educational programs and trial or part time work in a new or related field.

Partial Disability

A partial disability benefit will be paid to you if you are receiving income under an approved rehabilitation program. The partial disability benefit is your monthly benefit payable reduced by **50%** of your monthly rehabilitation income. Your partial disability benefit will be further reduced so that the total amount of your income from all sources does not exceed **100%** of your **pre-disability** income.

Claims

A claim must be received by Mutual within 3 months after the end of the **qualifying** period. The **qualifying** period begins on the date you become totally disabled. Proof of continuing disability may be required each year.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

At Termination

If this Long Term Disability provision terminates while you are totally disabled, you will continue to be eligible for this benefit as if it were still in force.

Survivor Benefit

A survivor benefit will be paid to your designated beneficiary after your death. The benefit is equal to 3 times your last monthly disability payment.

Exclusions and Limitations

No benefit is payable for a disability due to

- intentionally self-inflicted injuries,
- civil disorder or war, whether or not war was declared.

You are not considered totally disabled unless you are under the active, continuous and **medically** appropriate care of a physician and are following the treatment prescribed by the physician for that disability.

You are not considered totally disabled due to the use of drugs or alcohol unless you are being actively supervised by and receiving continuous treatment for that disability from a rehabilitation centre or an institution provincially designated for that treatment.

You are not considered totally disabled due to psychological disorders unless you are under the active and continuous care of a psychiatrist or registered psychologist and are following the treatment prescribed by the psychiatrist or registered psychologist for that disability.

Extended Health Insurance Provision

Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for **MEDICALLY NECESSARY SERVICES** required for the treatment of disease or bodily injury. To determine the amount payable, the total amount of eligible expenses you claim will be adjusted as follows:

1. the maximums described throughout the extended health benefit provisions are applied,
2. then the deductible, which must be satisfied each year, is subtracted, and
3. the reimbursement percentage is applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made first.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
 - the plan where the member is a full-time employee,
 - the plan where the member is a part-time employee,
 - the plan where the member is a retiree.

Spouse

3. The plan where the person is covered as a spouse.

Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
 - the plan of the parent with custody of the dependent child,
 - the plan of the spouse of the parent with custody of the dependent child,
 - the plan of the parent not having custody of the dependent child,
 - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established in the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

Claims

A claim must be received by Mutual within **18** months of the date that the expense is incurred. For the assessment of a claim, **itemized** bills, attending physician statements or other necessary information are required.

If your physician is recommending medical treatment that is expected to cost more than **\$1,000**, you should request **pre-authorization** to ensure that the expenses are covered.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

At Termination

If, on the date of termination of your insurance,

- you have a medically determinable physical or mental impairment due to injury or disease which prevents you from performing the regular duties of the occupation in which you participated just before the impairment started, regardless of the availability of work for you, **or**
- **your** insured dependant has a medically determinable physical or mental impairment due to injury or disease, is receiving treatment **from** a physician and is confined to a hospital or his/her home,

benefits will be payable for eligible expenses related to the impairment provided they are incurred within **90** days of the date of termination and this provision continues in force.

If you die, your insured dependant's Extended Health Insurance Benefits will be continued for **12** months without payment of premiums as long as the Extended Health Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for which benefits are payable under a government plan, (**ex.** Ontario Health Insurance Plan)
- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

Extended Health - Drug Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense, provided they are prescribed by a physician or dentist and dispensed by a registered pharmacist or physician:

1. needles, syringes and chemical diagnostic aids for the treatment of diabetes.
2. drugs which are listed in the "Monographs of Pharmaceuticals and Specialties" section of the current Compendium of Pharmaceuticals and Specialties of the Canadian Pharmaceutical Association, excluding the following items unless they **legally** require a prescription:
 - a. products which, in Mutual's opinion, are household remedies
 - b. contact lens care products
 - c. contraceptives (other than oral)
 - d. diets and dietary supplements
 - e. protein supplements
 - f. therapeutic nutrients
 - g. infant foods
 - h. lozenges
 - i. mouth washes
 - j. non-medicated shampoos
 - k. publicly advertised items
 - l. sugar and salt substitutes
 - m. skin cleansers including soaps
 - n. skin protectives and emollients
 - o. surgical supplies
 - p. vitamins and minerals (except **haematinics**)
 - q. diagnostic aids.

Limitation and Exclusion

No benefit is payable for the portion of expenses for which reimbursement is provided by a government plan.

No benefit is payable for expenses for drugs which, **in** Mutual's opinion, are experimental.

Extended Health - Vision Care Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense:

1. eye examinations by an optometrist limited to one **examination** in a **24** month period (**12** month period for an insured dependant under age **18**).
2. eye glasses and contact lenses and repairs to them that are necessary for the correction of vision and are prescribed by an ophthalmologist or optometrist, limited to the maximum specified in the Summary of Insurance in any two consecutive calendar years.
3. eye glasses and contact lenses certified by an ophthalmologist as necessary due to a surgical procedure or the treatment of **keratoconus**, limited to **\$200** for the non-surgical treatment of **keratoconus** for the lifetime of the member and each insured dependant and **\$200** for each surgical procedure.

Extended Health - Hospital Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for semi-private accommodation in a hospital, limited to the difference between the charges for public ward and semi-private accommodation for each day of **hospitalization**.

Extended Health - Supplementary Health Care Benefit

Eligible Expenses - Miscellaneous

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense, provided they are prescribed by a physician:

1. services of a registered nurse (R.N.) provided in the patient's home limited to **\$25,000** in a calendar year.
2. services of a registered physiotherapist.
3. services of a registered speech language pathologist limited to **\$250** in a calendar year.
4. rental, or purchase at our option, of wheel chair, hospital bed, walker and other durable equipment approved by us **and** required for temporary therapeutic use.
5. trusses, crutches, braces and fibreglass casts.
6. artificial limbs or eyes or other prosthetic appliances.
7. intrauterine devices, but not including fees for insertion.
8. oxygen.
9. diagnostic laboratory and x-ray examinations.
10. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment, or **from** one hospital to another hospital, and **from** a hospital to the member or insured dependant's residence, when the physical condition of the patient prevents the use of another means of transportation.
11. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
12. wigs required as a result of chemotherapy or radiation therapy limited to a lifetime maximum of **\$500** per person.
13. wigs required as a result of alopecia limited to an annual maximum of **\$350** per person.
14. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
 - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, **\$75** a day for **60** days in a calendar year.
 - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

Items of expense incurred outside Canada are eligible only if they are not offered in any province in Canada.

Eligible expenses also mean REASONABLE AND CUSTOMARY charges for the following items of expense:

1. services of a dental surgeon, including dental prosthesis, required for the treatment of a **fractured** jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services **are** performed within **36** months of the accident but excluding services **required** in conjunction with such fracture or injury due to a condition that existed before the accident.
2. services of a registered massage therapist limited to **20** treatments in a calendar year.
3. services of a registered chiropractor, provided no portion of a charge for these services is payable under a government plan, and one x-ray **examination**, limited to **\$250** in a calendar year.
4. services of a registered osteopath, provided no portion of a charge for these services is payable under a government plan, and one x-ray **examination**, limited to **\$250** in a calendar year.
5. services of a registered naturopath, provided no portion of a charge for these services is payable under a government plan, limited to **\$250** in a calendar year.

6. services of a registered podiatrist, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
7. services of a registered psychologist limited to **\$750** in a calendar year.
8. hearing aids and repairs to them, excluding batteries, limited to **\$600** during the 3 year period ending on the date an eligible expense is incurred.
9. orthopaedic shoes which are part of a brace or are specially constructed for the patient, including modifications to these, provided that the shoes or modifications are prescribed by a physician or podiatrist, limited to **\$150** in a calendar year.
10. surgical dressings, pressure bandages and syringes furnished by a physician or surgeon in a doctor's office while the member was travelling outside of Canada.

Extended Health - Out-of-Province Emergency Benefit

Eligible Expenses

Eligible expenses mean the REASONABLE AND CUSTOMARY charges for the following items of expense if they are **medically** necessary and if they are required for emergency treatment of an injury or disease which occurs while travelling on vacation or business outside the person's province of residence, less the amount payable by a government plan:

1. public ward accommodation and **auxiliary hospital** services in a general hospital.
2. services of a physician.
3. economy air fare for the patient's return to his province of residence.
4. licensed ground ambulance service **to** the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation.
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the Bight, the services and return air fare for a registered nurse.

The maximum lifetime amount payable is **\$1,000,000** for the member and each insured dependant.

Additional Eligible Expenses

Other claims incurred outside Canada are eligible if included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits. These expenses are subject to deductible and reimbursement levels listed under the appropriate provision in the Summary of Insurance.

Exclusions

No benefit is payable for

1. expenses incurred outside the member's province of residence if they are required for the emergency treatment of an injury or disease which occurred more than **60** days after the date of departure from the province of residence. (Retirees must return to their province of residence for a minimum of **30** days before they can become eligible for another **60** days of coverage.)
2. expenses for the regular treatment of an injury or disease which existed prior to the member or dependent's departure **from** his province of residence,
3. expenses incurred outside the members province of residence if provincial health coverage is not in force,
4. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision as an Exclusion.

Extended Health - Medi-Connect

Travel Assistance Benefit

Medi-Connect

The **Medi-Connect** travel assistance benefit provides around-the-world services through World Access, a company that **specializes** in providing emergency medical assistance for travellers. **Medi-Connect** will help you or your insured dependants with general travel and emergency medical assistance while travelling on vacation or business outside your province of residence.

24 Hour Helpline

If emergency assistance is needed, a **24 hour helpline** is available. Multilingual coordinators at World Access can access a worldwide network of professionals who offer help with medical, legal, or other travel-related emergencies. **Call the 24 hour toll free number 1-800-321-9998** in Canada and United States, or call collect **202-463-9660** in all other countries.

The **24-hour helpline** can also assist you *or your* insured dependants if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation service. You can call the **helpline** and leave important messages for family, friends or business associates. The centre will hold such messages for **15 days**. Messages may also be left for travellers.

Eligible Expenses

Eligible expenses mean the REASONABLE AND CUSTOMARY charges for the following services required for the emergency treatment of an injury or disease which occurs while you or your insured dependants are travelling on vacation or business outside your province of residence:

1. Medical assistance, including
 - a. medical evacuation when suitable care is not available in the area where the emergency occurred. World Access will arrange to have you or your insured dependant moved to the nearest hospital that provides the appropriate medical care or will bring you back to Canada, to a maximum of **\$50,000** per emergency.
 - b. payment assistance; your Extended Health insurance coverage and the provincial health plan coverage **will** be verified so that the hospital and/or medical payments can be arranged on behalf of you or your insured dependants, whenever possible. **If hospitalized, contact the 24 hour helpline immediately.**
2. Family assistance benefits, including
 - a. return of insured dependent children under age **16**, if travelling with you and left unattended because you or your spouse is **hospitalized** outside your province of residence. **Medi-Connect** will **arrange** and pay for transportation of these children to your home. **If** necessary, an escort **will** be provided to accompany the children. The maximum payable is economy airfare.
 - b. return transportation if a **family** member (you or your insured dependant) is **hospitalized** and as a result the family members are not able to return home on the **originally** scheduled flight, requiring you or your insured dependants to purchase new return tickets. The maximum payable is economy airfare.
 - c. visit of a relative (spouse, parent, child, brother or sister) if you or your insured **dependants** are **hospitalized** while **travelling** alone. **Medi-Connect will** pay for economy air fare plus meals and accommodation, up to **\$150** per day for one relative provided you are

- hospitalized** for more than 7 days. This benefit **will** also be paid if it is necessary for a family member to identify the deceased prior to the release of the body.
- d. meals and accommodation, if a trip is extended because an insured **family** member is **hospitalized**. **Medi-Connect will** cover the additional expenses incurred by accompanying insured family members for accommodation and meals, up to a maximum of **\$150 per day**.

The combined maximum payable for **family** assistance benefits is **\$2,500** for one travel emergency.

3. **Medi-Connect** will make the arrangements for the return of a deceased **family** member to your **province** of residence. The maximum payable for the preparation and return of the **deceased** is **\$3,000**.

Advance Payment

Medi-Connect will **provide** advance payment of claims in excess of **\$200**.

Medi-Connect will assist you with hospital/medical claims wherever possible. **If** payments are made on your behalf, you will be expected to sign an **authorization** form allowing them to recover the advance from the provincial health care plan.

If **Medi-Connect** makes advance payments on behalf of you or your insured dependants for expenses which are ineligible, not covered under your provincial health care plan or require a percentage to be paid by you, you must reimburse us the amount of the payment.

Exclusions

No benefit is payable for

1. expenses incurred by you **or** your insured dependant more than **60** days after departure from your province of residence. If you are a retired member, you must return to your province of residence for at least **30** days before you become eligible for another **60** days of coverage,
2. expenses incurred on a non-emergency basis,
3. expenses for the regular treatment of an injury or disease which existed prior to you or your insured dependant's departure,
4. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision as an Exclusion.

Assistance services are not available in Afghanistan, Burma, El Salvador, Iran, Iraq, Kampuchea, Laos, Lebanon, Libya, Nicaragua, North Korea, South Yemen and Vietnam. The list is subject to change. Conditions such as war, political conditions, epidemics, and geographic inaccessibility may also interfere or prevent the provision of assist services.

Neither World Access or Mutual is responsible for the availability, quality, or results of medical treatment received.

Dental Insurance Provision

Benefit

You will be reimbursed when you submit proof to Mutual that you or your insured dependant has incurred any of the eligible expenses for necessary dental services performed by a dentist. To determine the amount payable, the total eligible expenses claimed are adjusted as follows:

1. the deductible, which must be satisfied each year, is subtracted,
2. the reimbursement percentage is applied, and
3. the maximums specified **in** the Summary of Insurance are applied.

If you or your insured dependant are insured under another policy and the other policy does not contain a co-ordination of benefits clause, payment under the other policy must be made **first**.

If the other policy does contain a co-ordination of benefits clause, priority of payment will be attributed in the following order:

Member

1. The plan where the person is covered as a member,
2. If a person is covered under two plans, priority goes to
 - a the plan where the member is a full-time employee,
 - the plan where the member is a part-time employee,
 - the plan where the member is a retiree.

Spouse

3. The plan where the person is covered as a spouse.

Dependent Child

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In situations where parents are separated/divorced, then the following order applies,
 - the plan of the parent with custody of the dependent child,
 - the plan of the spouse of the parent with custody of the dependent child,
 - the plan of the parent not having custody of the dependent child,
 - the plan of the spouse of the parent not having custody of the dependent child.

If a dental accident occurs, health plans with dental accident coverage will pay benefits before dental plans.

If priority cannot be established **in** the above manner, the benefits will be prorated in proportion to the amount that would have been paid under each policy had there been coverage by only that policy.

Following payment under another policy, the amount of benefit payable under this policy will not exceed the total amount of eligible expenses incurred less the amount paid by the other policy.

If you or your insured dependant incurs expenses for the services of a dentist for the treatment of accidental injuries to teeth, payment for these expenses must be made under an **extended** health insurance policy that includes these expenses as eligible expenses, before payment will be made under this provision.

Claims

A claim must be received by Mutual within **18** months of the date the expense is incurred. For the assessment of a claim, **itemized** bills, commercial laboratory receipts, reports, records, **pre-treatment** x-rays, study models or other necessary information are required.

If your dentist has recommended dental treatment that is expected to cost more than **\$500**, you must have your dentist prepare a **pre-treatment** plan.

There is a time limit for proceedings against Mutual for payment of a claim. Proceedings must be started within 1 year of Mutual's receipt of the proof of claim.

Exclusions and Limitations

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for which benefits are payable under a government plan (**ex.** Ontario Health Insurance Plan)

Anaesthesia and laboratory procedure charges must be completed in conjunction with other services and the amount payable will be limited to the reimbursement percentage of the services they are being performed in conjunction with. Laboratory charges are also limited to **66 2/3%** of the fee for the procedure in the Dental Fee Guide shown on the Summary of Insurance.

At Termination

If you die, your insured dependant's Dental Health Insurance Benefits will be continued for **12** months without payment of premiums as long as the Dental Health Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Dental Insurance Provision - Preventive Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense -

Canadian Dental Association
Procedure codes

- | | | |
|-----|---|--|
| (a) | examination and diagnosis: | |
| | - oral examination (once every 6 months), | 01101,01102,01103,01206 |
| | - recall oral examination (once every 6 months), | 01202,01203 |
| | - special oral examination, | 01205,01204 |
| | - treatment planning, | 05101,05102,05103,05104,05109 |
| | - consultation, | 05201,05202,05209,93111,93112,93119 |
| | - house call, institutional call and office visit, | 94101,94201,94302 |
| (b) | tests and laboratory examinations: | |
| | - microbiologic culture, | 04101,04201 |
| | - biopsy of oral tissue, | 04311,04312,04313,04321,04322,04323 |
| | - | 04401 |
| | - cytologic smear from oral cavity, | 04501,04509 |
| | - pulp vitality tests, | |
| (c) | radiographs: | |
| | - periapical (one complete series every 2 years), | 02101,02102 |
| | - periapical , | 02111-02125 |
| | - occlusal , | 02131-02136 |
| | - bitewing (once every 6 months), | 02141-02146 |
| | - extra oral , | 02201-02204,02209 |
| | - sialography , | 02401,02402,02409 |
| | - radiopaque dyes to demonstrate lesions, | 02411,02412,02419 |
| | - temporomandibular joint, | 02501-02504,02509 |
| | - panoramic (once every 2 years), | 02601 |
| | - cephalometric radiograph, | 02701,02702,02703,02704,02709 |
| | - interpretation of radiographs received from another source, | 02801,02802,02809 |
| | - tomography, | 02931,02932,02933,02934,02939 |
| | - hand and wrist radiograph | 02921 |
| (d) | preventive services: | |
| | - dental prophylaxis (once every 6 months), | 11101,11102,11103,11301 |
| | - preventive recall package (once every 6 months) | 11201,11202,11203,11301,11302,11303,11401,11402,11403,11501,11502,11503, |
| | - topical application of fluoride phosphate, | 12101 |
| | - oral hygiene instruction, | 13211,13212,13213,13214,13219, |
| | - | 13231,13232,13239 |

	- pit and fissure sealant, - interproximal discing	13401,13409 13701,13702,13703,13709
(e)	space maintainers: (insured dependent children only)	15101,15102,15103,15104,15201, 15202,15301,15302,15401,15402, 15403,15501,15601,15602,15603, 15604
8	plastic fillings: - amalgam ,	21101-21105,21211-21215,21221- 21225,21401,21402,21403,21404, 21405
	- acrylic or composite resin,	23101-23105,23111,23112,23113, 23114,23115,23211,23212,23213, 23214,23215,23221,23222,23223, 23224,23225,23311,23312,23313, 23314,23315,23321,23322,23323, 23325,23401,23402,23403,23404, 23405,23411,23412,23413,23414, 23415,23501,23502,23503,23504, 23505,23511,23512,23513,23514, 23515
	- transitional restoration of fractured anterior	27122
(g)	endodontics: - pulpotomy ,	32211,32212,32221,32222,32231, 32232,33101,33102,33103,33104, 33105,33201-33205,33301,33302, 33303,33304,33305,33401,33402, 33403,33601,33602,33603,33604, 33611,33612,33613,33614
	- root canal therapy,	34111,34112,34113,34121,34122, 34123,34131,34132,34133,34134, 34135,34141,34142,34143,34145, 34211,34212,34213,34214,34215, 34221,34222,34223,34224,34225, 34401,34402
	- periapical services,	39101
	- gingival plasty or curettage, alveolectomy , banding of tooth,	39201, 39202,39203 39301-39303,39309
	- hemisection ,	39411-39413,39419,39421-39423, 39429
	- canal and/or pulp enlargement, - chemical bleaching,	39501-39503,39601-39605
	- intentional removal, apical filling and reimplantation, - endosseous implants, - emergency procedures	39711,39712,39721 20111,20119,20121,20129,20131, 20139,32311,32312,32321,39921, 39922,76941,76949,76951-76952, 76959
(h)	periodontics: - non surgical services,	41101-41104,41109,41211-41214, 41219,41221-41224,41229,41301, 41302,41309
	- surgical services,	42111,42201,42311,42321,42411, 42421,42441,42511,42521,42531,

<ul style="list-style-type: none"> - post-surgical treatment, - adjunctive procedures, 	<p>42541,42551,42561,42571,73411 42721-42723,42729,42831 43111,43211,43221,43231,43241, 43251,43261,43271,43279,43611, 43612,43621-43623,43629 43311-43314,43319 43411-43416,43419,43421-43426, 43429</p>
<p>(i) repairs and adjustments:</p> <ul style="list-style-type: none"> - adjustment to denture, - repairs and additions to dentures, - denture prophylaxis, - denture rebasing and relining 	<p>54201-54202,54209,54301,54302, 54303 55101,55102,55201,55202,55203 55301-55302,55401-55403 55501,55509 56211,56212,56213,56221,56222, 56223,56231,56232,56233,56241, 56242,56243,56311,56312,56313, 56321,56322,56323,56511,56512, 56513,56521,56522,56523</p>
<p>(j) surgical services:</p> <ul style="list-style-type: none"> - uncomplicated removals, - surgical removals, - alveoplasty, - surgical excision, - surgical incision, - fractures, - frenectomy, - miscellaneous surgical services 	<p>71101,71109 71201,71209,72111,72119,72211, 72219,72221,72229,72231,72239, 72311,72319,72321,72329,72331, 72339,72511,72519,72521,72529, 72641,72649 73121,73211 74111-74118,74611-74618 75111-75112,75113,75121 76201-76204,76301,76302-76304, 76911-76913,76961-76962 77801-77802,78102 79111,79311,79312,79313,79321, 79322,79331,79332,79333,79341, 79342,79343,79402,79601,79602, 79603,79604</p>
<p>(k) anaesthesia in connection with oral surgery and drug injections:</p>	<p>92101,92102,92201,92212-92219, 92222-92229,92252-92259,92311- 92319,92331-92339,92341</p>

Exclusions

No benefit is payable for expenses incurred for the treatment of malocclusion or for orthodontic treatment.

Dental Insurance Provision - Major Restorative Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense -

Procedures

Canadian Dental Association Procedure codes

- (a) **crowns, inlays, onlays:**
- metal inlay restorations, 25111-25114,25511,25601-25605
 - composite inlay restorations, 25121-25124,25521
 - porcelain inlay restorations, 25131-25134
 - porcelain/ceramic inlay restorations, 25141-25144,25531
 - crowns, 25711-25713,25721-25724,27111,27113,27114,27121,27201,27211,27301,27311,27313
 - other restorative services, 21301,23601,25731-25733,25741-25743,25751,25752,27401,27409,27801,27809,28101,28102
- (b) fixed bridgework:
- bridge **pontics**, 62101-62103,62501,62502,62701-62703,6280 1
 - retainers, 67321,67322,67331,67341,67101,67102,67121,67129,67131,67139,67201,67202,67211,67301,67311,67501
 - other prosthetic services, 67212,67312,69301-69305
- (c) partial and complete dentures:
- complete dentures, 51101-51103,51301-51303,51601-51603,51701-51703,51801-51803
 - partial dentures, 52101-52103,52111-52113,52301-52303,52311-52313,52401-52403,52411-52413,52501-52503,52511-52513,53101-53103,53111-53113,53201-53203,53205,53211-53213,53215,53301,53302,53701-53703,53711-53713
 - partial denture additions
- (d) repairs and adjustments:
- porcelain repairs, 27711,27721,66711,66719,66731,66739
 - **recementing** crown, 29101-29103,29109,29301-29303,29309
 - adjustment to dentures, 56411-56413
 - remake partial dentures, 63001,63009,66111-66113,66119,66211-66213,66219,66301-66303,66309
 - repairs to bridges,
- (e) examinations:

- oral examination, 01701-01703
- diagnostic casts, 04741,04749,04911,04921,04922

- (f) anaesthesia (if performed in conjunction with oral surgery)
 - general anaesthesia 92212-92219
 - **neuroleptanalgesic** 92252-92259
 - conscious sedation 92311-92319,92331-92339,92341,92352-92359

- (g) in office laboratory procedures 99333

Replacement of an existing denture, bridgework, crown, inlay or **onlay** is an eligible expense if the replacement is required to replace an existing denture, bridgework, crown, inlay or **onlay** which was installed at least 5 years before the replacement, limited to a maximum eligible expense of the value and quality of the original denture, bridgework, crown, inlay or **onlay**.

The addition of teeth to an existing partial denture or bridgework is an eligible expense if the addition is required to replace one *or* more teeth *removed* while the member or insured dependant is insured under this benefit.

Exclusions

No benefit is payable for

1. expenses for cosmetic services,
2. expenses for initial dentures and bridgework (including crowns and inlays forming the abutments) to replace a tooth *or* teeth *missing* before the *member* or insured **dependant** became insured under this benefit or to replace a tooth or teeth congenitally missing,
3. expenses for crowns and **onlays**, placed on a tooth not functionally impaired by **incisal** or **cuspal** damage,
4. expenses for replacement of periodontal appliances or dentures which have been lost, stolen or mislaid,
5. expenses for prosthetic devices which are ordered while the member or insured dependant is insured under this benefit but are installed **after** termination of this benefit,
6. expenses for replacement of dentures, bridgework, crowns, inlays or **onlays** and addition of teeth to existing dentures or bridgework except as provided under Eligible Expenses,
7. expenses for permanent splinting,
8. expenses for full mouth reconstructions, for vertical dimension correction or for correction of temporal mandibular joint dysfunction,
9. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.

Dental Insurance Provision - Orthodontic Benefit

Eligible Expenses

Eligible expenses mean REASONABLE AND CUSTOMARY charges for the following items of expense incurred for the treatment of malocclusion or for orthodontic treatment -

Procedures	Canadian Dental Association Procedure codes
(a) observation, adjustment: <ul style="list-style-type: none">- oral examination,- skull and facial bone survey,- cephalometric radiograph,- diagnostic cast,- surgical services,- observation, adjustment,- repairs, alterations,	01901,01902 02301-02304,02309 02751,02752,02759 04931 42331,72539 80601,80602 80631,80632,80639,80641,80642, 80649,80651,80652,80659,80661- 80663,80669,80671,80672,80679 81111-81116,81121-81124,81131- 81135,81141-81144,81151-81154, 81161-81164,81211,81212,81221, 81222,81231,81232,81241-81243, 81251-81254,81261-81264,81271- 81274,81281,81291-81294
- active appliances for tooth guidance or uncomplicated tooth movement	
- retention appliances,	83101-83103,83201,83202
(b) appliances to control harmful habits:	82101,82102,82201,82202
(c) comprehensive treatment :	84101,84201,84301,84401,85101, 85201,85301,86101,86201,86301, 87101,87201,87301,88101,88201, 88301,89101,89201,89301,89501- 89506
(d) anaesthesia (if performed in conjunction with oral surgery) <ul style="list-style-type: none">- general anaesthesia- neuroleptanalgesic- conscious sedation	92212-92219 92252-92259 92311-92319,92331-92339,92341, 92352-92359
(e) in office laboratory procedures	99333

Exclusions

No benefit is payable for

1. expenses for replacement of orthodontic appliances which have been lost, stolen or mislaid.
2. expenses incurred for full mouth reconstructions, for vertical dimension correction or for correction of temporal mandibular joint dysfunction,
3. expenses incurred under any of the conditions listed on the Dental Insurance Provision page as an Exclusion or Limitation.