

2002 – 2004



OAKVILLE

AGREEMENT

Between

**THE CORPORATION OF THE
TOWN OF OAKVILLE**

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 1329**

0891009)

AGREEMENT

between

**THE CORPORATION OF THE TOWN OF
OAKVILLE**

a n d

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

AND ITS LOCAL 1329

Dated: April 25, 2002

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THIS AGREEMENT made this April 25th, 2002.

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the "Corporation"

of the First Part

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1329

Hereinafter called the Union,

of the Second Part

WHEREAS the Corporation has recognized the Union as the sole bargaining agent for those employees of the Corporation as hereinafter defined

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agreed as follows:

ARTICLE ONE - PURPOSE

- 1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees and to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and salaries or wages for all employees who are subject to the provisions of this agreement.
- 1.02** This agreement shall be read with such changes of gender as the context may require.

ARTICLE TWO - RECOGNITION

- 2.01.1** The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the Corporation employed in its Office, Clerical and Technical Operations save and except those positions listed in Schedule C which may be amended as required throughout the life of the collective agreement with written notice of such changes to CUPE 1329.
- 2.02** Where the Union is concerned that a position posted as Non-Union should be included in the bargaining unit, the Corporation agrees to meet with the Union to discuss it, and failing agreement satisfactory to both parties to refer that position to the Ontario Labour Relations Board for its determination.
- 2.03** All employees in the bargaining unit shall be recognized as being in either the "Temporary" service or the "Permanent" service of the Corporation. "Permanent" means one of the complement of year-round positions authorized by Council. "Temporary" means service as set out in Article 17.03. "Probationary" refers to an employee who has not completed the length of service as set out in Clause 17.01 for acceptance into an existing permanent service vacancy for which he/she has been hired.
- 2.04** The Union will be notified in writing of a change to be made to a job title and of the reason for that change.

ARTICLE THREE - CORPORATION'S RIGHTS

- 3.01** The Union recognizes and acknowledges that it is the exclusive function of the Corporation to manage its operations and to direct its employees and agrees that, subject to the terms of this agreement, it is the exclusive function of the Corporation to:
- a)** maintain order, discipline and efficiency,
 - b)** set and change hours of work,
 - c)** hire, retire at normal retirement age, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee covered by this agreement,
 - d)** generally to manage the Corporation and undertakings of the Corporation and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Corporation at its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and Undertakings of the Corporation.
- 3.02** Management shall exercise these rights consistent with the terms and conditions of the collective agreement.

ARTICLE FOUR - RELATIONSHIP

- 4.01** The Corporation agrees that no employee shall, in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in the Union or any labour organization or by reason of any activity or lack of activity in the Union or any labour organization or for any other lawful reason.
- 4.02** The Union agrees that it will not discriminate against, coerce, restrain or influence any employee because of this membership or non-membership, his/her activity or lack of activity in the Union or any labour organization, or for any lawful reason.
- 4.03** The Employer and the Union further agree that there shall be no discrimination either by the Employer or the Union against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- 4.04** Neither the Union nor any employee covered by this agreement shall engage in any Union activity during working hours or hold any meeting at any time on the premises of the Corporation without the permission of the Corporation.
- 4.05** The Corporation and the Union recognize that a Harassment policy is in place.

ARTICLE FIVE - NO STRIKES AND NO LOCKOUTS

- 5.01** The Union agrees that it will not cause, authorize, sanction or permit any member to cause or take part in any sit down, stay in or slow down in any department or a strike or stoppage of any of the Corporation's premises during the term of this agreement, and further agrees that the Corporation may discharge any employee who causes or takes part in any such action.
- 5.02** The Corporation agrees that it will not cause or sanction a lockout during the term of this agreement.
- 5.03** The words "strike" and "lockout" shall be as defined in The Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended from time to time.

ARTICLE SIX - UNION MEMBERSHIP

- 6.01** Any employee may exercise or refrain from exercising his/her right to become a member of the Union.

ARTICLE SEVEN - CHECK-OFF OF UNION DUES

- 7.01** a) the Employer agrees to acquaint new employees covered by this agreement with the fact that a Union agreement is in effect and provide the new employee with a copy of the Collective Agreement.

- b) the Employer agrees to advise new employees that, upon completion of thirty (30) calendar days of continuous current employment, an amount equal to the Union's current bi-weekly dues will be deducted from each pay.
- c) the Employer will transmit to the authorized representative of the Union, not later than the 15th of the month following, the total amount of such deductions together with a list, in duplicate, showing all employees so deducted.

ARTICLE EIGHT - UNION REPRESENTATION

- 8.01** The Union shall appoint or otherwise select a Committee of not more than five (5) employees, one of whom may be a full-time employee of C.U.P.E., to represent the Union in meetings with the Corporation concerning the negotiation and administration of this agreement.

Each of the employees involved in the negotiation and administration of this agreement shall have completed the probationary period.

- 8.02** The Union shall appoint or otherwise select four (4) employees to act as stewards. Each of these employees shall have completed the probationary period. The Union shall keep the Corporation informed through the Director of Human Resources of the names of all of its officers including the names of its stewards in the area of the service they are to represent.

- 8.03** If meetings between the representatives of the Corporation and the Union are held during working hours, not more than four (4) employees who are members of the Union Committee shall be paid at the regular rate for the time spent at such meetings.

- 8.04** A Labour-Management committee shall be established consisting of two representatives of the Union Local and two representatives of the Corporation. The Committee shall concern itself with the following general matters:

- a) constructive criticism of all activities so that better relations shall exist between the Corporation and its employees.
- b) improving and extending services to the public.
- c) reviewing suggestions from employees and the Corporation, questions of working conditions and service, and conditions causing misunderstandings (but not grievances).
- d) making recommendations to the Union and/or Corporation relating to any of the above.

- 8.05** The Committee shall meet monthly at mutually agreeable times and places. Its members shall be given advance notice of the meeting and agenda. Employees shall not suffer any loss of pay for time spent with this Committee.

- 8.06** An employee and a Corporation representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 8.07** Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting. The Union and the Corporation representatives on the Committee shall each receive a copy of the minutes.
- 8.08** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or ~~of~~ the Corporation, and does not have the power to bind either the Union or its members or the Corporation to any decisions or conclusions reached in their discussions.
- 8.09** Copies of disciplinary notices shall be sent to the Local Union Recording Secretary, if the employee being disciplined requests it of the Corporation in writing.
- 8.10** An employee has the right to request that a Union Steward be present at any disciplinary meeting with his/her employer.
- 8.11** All copies of written disciplinary notices more than 24 months old in an employee's file will be destroyed upon written request from the employee. The written request will also be destroyed.

ARTICLE NINE - GRIEVANCE PROCEDURE

- 9.01** Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable, or where an allegation is made that this agreement has been violated or whenever an employee, who has completed the required probationary period and has been accepted by the Corporation for employment in the permanent service, claims that he/she has been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the Grievance Procedure set forth below shall apply.
- 9.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance.

Step 1 - Any employee having a grievance may, with or without his/her steward, submit his/her grievance verbally to his/her most immediate Non-Union Supervisor up to the level of Department Head where from it is apparent the circumstances giving rise to his/her concern(s) were initiated. In any instance where that approach is considered by the Supervisor misdirected, the grievor shall be appropriately redirected. The appropriate Supervisor shall respond to the employee within three working days after the grievance is brought to his/her attention.

Step 2 - If no response is given to the grievor within the time allowed under Step 1, or if the verbal reply of the appropriate Supervisor is not acceptable, the employee shall first review his/her grievance with the Grievance Committee of Local 1329. If the grievance is to be processed further it must be put in writing, describe the particulars, remedy sought, section(s) ~~of~~ the agreement alleged to have been violated, name the appropriate Supervisor approached in Step 1, be endorsed by a member of the Union's Grievance Committee, and be submitted to the appropriate Department Head (or designate) within thirteen working days of the circumstances which gave rise to it. The Department Head (or designate) shall respond in

writing to the employee with a copy to the President of the Union and the Steward within five working days after he/she receives the grievances.

Step 3 - If no response is given to the grievor by the Department head (or designate) within the time allowed under Step 2, or if the reply is not acceptable to the employee, the grievance may, within five working days of receipt of the reply, or expiry of the time allowed, whichever is earlier, be referred with a covering letter from the Union President to the Town Manager (or designate). The Town Manager (or designate) shall meet with the employee and his/her representatives of the Grievance Committee within ten working days, and his/her written reply to the grievance will be sent to the President of the Union within ten working days after the meeting is concluded. A full-time representative of the Union may be present at the meeting referred to in this Step.

- 9.03** Any grievance on a discharge or suspension shall be initially filed with the Department Head (or designate) in writing as provided in Step 2 excepting that it must be submitted within five days of the discharge or notice of suspension.
- 9.04** The employee in all steps of the grievance procedure shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2.
- 9.05** Up to three members of Local 1329 who have been appointed to represent the Union shall attend any meeting to deal with a specific grievance, or at the mutual agreement of the Corporation and the Union, any additional staff that may be required to clarify an issue.
- 9.06** A Union policy grievance, which is defined as an alleged violation of this agreement concerning a number of employees in the bargaining unit, in regards to which an individual employee could not grieve, may be lodged by the Union in writing to the Department Head as step two (2) of the grievance procedure at any time within five (5) working days after the circumstances giving rise to the grievance having occurred, or originated, or ought reasonably to have been known to the Union. If it is not satisfactorily settled it may be processed to step three (3) and to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE TEN - MANAGEMENT GRIEVANCES

- 10.01** It is understood that the Corporation may bring forward at any meeting held with the Union Committee, any complaint with respect to the conduct of the Union, its officers or members and that if such complaint by the Corporation is not settled to the mutual satisfaction of the two parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

ARTICLE ELEVEN- ARBITRATION

- 11.01** Both parties to this agreement agree that any alleged misinterpretation or violation of the provisions of this agreement including any grievance which has been properly carried through all of the steps of the grievance procedure outlined in Article Nine and which has not been settled, may be referred to a Board of Arbitration as provided by Paragraph 2 of Sub Section

4 of Section 48 of the Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended at the request of either of the parties hereto provided that such requests must be received by the Town Manager **not** later than ten (10) working days after the Step3 decision.

- 11.02** Each of the parties hereto will bear the expense of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses, if any, of the Chairman of the Arbitration Board and any other costs arising out of the arbitration proceedings.
- 11.03** The Corporation and the Union recognize the right of either party to refer a grievance to a single arbitrator in accordance with Section 49 of The Labour Relations Act, S.O. 1995, C.1, Sch. A, as amended. If either party opts for this alternative it will advise the other party in writing of its intention within the time limits of the grievance procedure.
- 11.04** Any Board of Arbitration appointed hereunder shall deal only with the matter in dispute and shall not have any power to alter or change any of the provisions of this agreement or to substitute any new provisions or to give any decision or award inconsistent with the terms and provisions of this agreement.
- 11.05** The time limits fixed for the grievance and arbitration procedure may only be extended by mutual consent of the parties to this agreement confirmed in writing.

ARTICLE TWELVE - SENIORITY

- 12.01** Seniority is defined as length of service in the bargaining unit, and shall include service in any position currently in the bargaining unit, prior to certification of C.U.P.E. Local 1329.
- 12.02** The Corporation shall prepare a Seniority List showing the name, job title and entry date into the bargaining unit of each employee covered by this agreement and an employee on the list shall have seniority rights from the date of entry into the bargaining unit after satisfactorily completing the required probationary period.
- 12.03** A copy of the Seniority List, revised as of the first day of January and the first day of June, shall be posted each year on or before those dates on the Bulletin Board in each Town owned facility where members of the bargaining unit are regularly required to report for work. One copy shall also be sent to the Secretary of the Union.
- 12.04** A probationary employee shall have no seniority rights during the probationary period, but at the satisfactory completion of the probationary period, seniority shall date back to the date of entry into the bargaining unit. The date of entry into the bargaining unit will be the date from which the employee has had continuous, uninterrupted service in the bargaining unit.

ARTICLE THIRTEEN - LOSS OF SENIORITY

- 13.01** An employee shall lose his/her seniority under conditions a), b), c) or d), below
 - a) he/she leaves the employ of the Corporation of his/her own accord,

- b) he/she is discharged and such discharge is not reversed through the grievance procedure,
- c) he/she is laid off from the Corporation continuously for a period in excess of a length of time equal to his/her seniority or eighteen months, whichever is the lesser,
- d) he/she is laid off and fails to return to work within ten working days after he/she has been notified so to do by the Corporation by registered mail to his/her last address on record with the Corporation.

13.02 An employee shall lose his/her seniority if he/she accepts a position which is outside of the bargaining unit in the permanent service of the Corporation for a period longer than six (6) months, excluding secondments or temporary transfers.

ARTICLE FOURTEEN- LAYOFF AND RECALL

- 14.01**
 - a) Provided the employees involved have comparable skills, qualifications and ability, the last employee hired shall, in the case of layoff, be the first laid off. The last employee laid off shall be the first rehired.
 - b) An employee who is to be laid off, shall have the least bargaining wide seniority in the job position in which the layoff occurs. This employee shall be reassigned to the highest salary job position that his/her skills, qualifications and ability allows him/her to perform. The laid off or displaced employee pay only be reassigned to a salary job position equal to, or lesser than his/her own.
 - c) The employer shall give at least thirty (30) days notice or pay in lieu of notice to the employee.
 - d) No new positions, full, part-time or contract, will be filled if the displaced employee has the necessary skills, qualifications and ability to perform the work.
 - e) An employee of at least ten (10) years seniority who is reassigned to a lower grade position as a result of having been laid off from a higher graded position shall have his/her salary maintained at the previous level for a one (1) year period.
- 14.02**
 - a) Employees who have been laid off and subsequently recalled will have their length of service determined by the actual time they have been on the Corporation's payroll provided such recall is in accordance with Article Thirteen.
 - b) Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure with the Director of Human Resources.
- 14.03** In the event of a layoff of any employee in the Permanent Service due to lack of work, the Corporation will pay the premiums to continue such employee's coverage under the insured benefit plans for the lesser of
 - a) two (2) months thereafter, or

- b) such time until the employee returns to work for the Corporation or commences other employment.

ARTICLE FIFTEEN- PROMOTION, TRANSFERS AND JOB VACANCIES

- 15.01** Appointments to jobs vacancies, promotions and transfers shall be made on the basis of skills, qualifications, record of performance and ability. Where two (2) or more employees are relatively equal on the basis of skills, qualifications, record of performance and ability, seniority shall prevail. Only employees with more seniority than the successful candidate may grieve the decision.
- 15.02** Employees who are reclassified or transferred to another job for any reason shall carry to the new job their respective accumulated seniority.
- 15.03**
 - a) An employee who is seconded to fill a short term vacated position in the Permanent Complement and/or a special project shall not be eligible to apply for another posted secondment, during the current secondment.

Secondments shall cover extended periods of absence due to illness, injury, maternity, parental leave, vacation, other leaves of absences and special circumstances/projects.

 - b) A seconded employee shall be paid the greater of 107% of his/her present salary or Step One of the higher classification. For time served in the same higher classification position, the seconded employee may advance through the steps cumulatively in accordance with the provisions of Article 23.01 provided that the minimum time served in each secondment is not less than three months and the time elapsed between secondments does not exceed nine months.
- 15.04** Personnel of the Parks and Recreation Department may be transferred on a temporary basis to the Parks Division (Outside Workers) without loss of seniority and at a rate of pay no less than his/her normal rate of pay.

ARTICLE SIXTEEN-JOB POSTINGS

- 16.01** Except for the purposes of Clause 16.04, when job vacancies occur or new jobs are created, a notice thereof shall be posted on the Corporation's premises for five (5) working days. When selection of the successful applicant is from the existing staff, such selection shall be in accordance with Clause 15.01. If the job is filled by an employee from the existing staff, the subsequent related vacancy or vacancies created thereby will be posted for three (3) working days in a similar manner.
- 16.02** the successful applicant for an appointment or promotion shall be notified of the effective salary for the position prior to his/her acceptance. Every employee who is an applicant for an appointment or promotion shall be notified in writing of acceptance or non-acceptance for the position advertised as the case may be.

- 16.03** The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations with respect to employment in the Permanent Service.
- 16.04** On request, the Corporation shall attempt to provide suitable alternate employment where possible, when, through advancing years, injury illness or handicap, an employee is unable to perform his/her normal duties. Such employee shall not displace an employee with more seniority.
- 16.05** Written applications from full time internal applicants for a position shall be considered prior to applications from other internal or external applicants.

ARTICLE SEVENTEEN- PROBATIONARY AND TEMPORARY EMPLOYEES

- 17.01** For the purpose of this agreement, a probationary employee is a person who has been hired to fill a vacancy in the permanent established complement who has not, since his/her most recent employment by the Corporation completed six months (or such longer period if agreed to by the Corporation, employee and the Union), and been accepted for the Permanent Service.
- 17.02** Probationary employees will not carry seniority rights during their probationary period. Probationary employees are not covered by the terms of this agreement except the following:

<u>ARTICLE</u>	<u>TITLE</u>
1	Purpose
2	Recognition
3	Corporation's Rights
4	Relationship
5	No Strikes and No Lockouts
6	Union Membership
7	Check-off of Union Dues
15	Promotions, Transfers and Job Vacancies
16	Job Postings
17	Probationary and Temporary Employees
19	Other Employee Benefits
21	Designated Holidays
22	Hours of Work
24	Job Classifications and Salary or Wage Rates
26	Car Allowance

and the benefits of the following Articles with regard to the foregoing only:

<u>ARTICLE</u>	<u>TITLE</u>
9	Grievance Procedure
11	Arbitration

- 17.03** The Corporation may, at its discretion, engage temporary employees for seasonal work, for a special project which will require additional help, or an overload work period. A temporary employee employed for more than six months (or such longer time as agreed upon between the Corporation and the Union in any particular case) shall be deemed to be a permanent employee with seniority commencing from the date hired except that a temporary employee working in a works incentive program involving another level of Government shall not qualify as a permanent employee as set out herein.
- 17.04** Where employees are absent from work due to maternity and/or paternity leave the Corporation will post their position on a temporary basis to cover the period of their absence.
- 17.05** A temporary employee will not carry seniority rights during his/her period of temporary employment. Temporary employees are not covered by the terms of this agreement except the following:

<u>ARTICLE</u>	<u>TITLE</u>
1	Purpose
3	Corporation's Rights
4	Relationship
5	No Strikes and No Lockouts
7	Check-off of Union Dues
17	Probationary and Temporary Employees
21	Designated Holidays
22	Hours of Work
26	Car Allowance

and the benefits of the following Articles with regard to the foregoing only:

<u>ARTICLE</u>	<u>TITLE</u>
9	Grievance
11	Arbitration

ARTICLE EIGHTEEN- SICK PAY

- 18.01** On the occasion of a bona fide sickness of any employee who has been employed in an authorized position within the permanent establishment for at least three (3) months, leave of absence up to fifteen (15) continuous weeks with sick pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits and length of service will be one of the principal determining factors in deciding additional sick pay benefits, if any. References to fifteen (15) continuous weeks in the foregoing will read:

<u>Continuous Weeks</u>	<u>Years or more of Service</u>
20	10
21	17
22	19

23	21
24	23
25	25
26	27
27	29
28	31
29	33
30	35

For calculation of the above only, successive periods of sickness shall be considered as one period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

Absence from work because of sickness shall be reported to the immediate supervisor by the employee immediately upon the commencement of absence. Time taken for sick leave will not be applied against the ten (10) days' leave entitlement as set out in the Employment Standards Act 2000.

When an employee has had four (4) incidents of sick leave in any twelve-month period, payment for subsequent occasions of sickness will be withheld for the first two days of such occasion if the employee has not adequately substantiated his/her sickness as being bona fide.

- 18.02**
- a) The Head of the Department and/or the Director of Human Resources may require a doctor's report regarding an employee's sickness at any time. In any case, it is the responsibility of an employee who is absent from work for more than five (5) consecutive working days to provide to the Human Resource Department a certificate from his/her own physician, not later than seven (7) days after the commencement of his/her sickness or upon return to work, whichever occurs first, reporting duration or probable duration of that period of illness. Where any period of sickness is for more than fifteen (15) consecutive working days, a certificate from the employee's personal physician reporting duration or probable duration of the sickness with the first and most recent date of attendance on the employee, shall be provided to the Human Resource Department within the first fifteen (15) days of absence and every subsequent fifteen (15) days of absence thereafter.
 - b) The employee is responsible for providing to the Human Resource Department the medical documentation required to ensure the initiation of an uninterrupted continuation of sick benefits.
 - c) When the employee returns to work, he/she shall submit to the Human Resource Department a statement from his/her personal physician confirming that he/she is capable of performing his/her regular duties, or a statement outlining what physical restrictions must be met in the employee's work.

- d) The Union and the Corporation agree to a modified work program, details of which are contained in the modified work program guidelines. An employee's participation will be dependent on the consent of his/her physician.

18.03 If an employee is absent from work as a result of a compensable accident or illness, the Corporation shall, during such absence:

- a) advance to the employee on his/her regular pay day an amount equal to that which the Workers' Safety and Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by the Workers' Safety and Insurance Board will be paid to the Corporation, and the former amount will be adjusted, if necessary, to equal the latter, and
- b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his normal net take-home pay, after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the Corporation paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workers' Safety and Insurance Board.

18.04 Where an employee who is entitled to the provision of benefits under this Article as a result of such circumstances as entitle him/her to an action against some person other than the Town, elects to bring his/her own action against such person, such employee shall, as a condition of such benefits being provided as aforesaid, undertake to repay the amount of such benefits to the Town out of the proceeds of any settlement or judgment in such action.

18.05 For the purposes of this Article, "sick pay" shall mean an amount which represents the equivalent in net income normally received after usual deductions such as income tax, other deductions and/or contributions from wages have been made.

ARTICLE NINETEEN - OTHER EMPLOYEE BENEFITS

19.01 The Corporation will make available the following benefit plans to employees:

- a) All Provincially and Federally legislated benefits;
- b) An Extended Health/Drug Plan as described in the current benefit booklet, Contract Number 56261 shall be provided.
- c) Basic Life Insurance - a group plan for Life Insurance coverage equal to two times the employees annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.

- d) **Basic Accidental Death and Dismemberment (AD&D) Insurance** - a group for AD&D Insurance coverage equal to two times the employee's annual salary rounded to the next higher \$1,000 to a maximum of \$300,000.00.
- e) **Pension:**
The Ontario Municipal Employees Retirement System (O.M.E.R.S.)
Basic Plan, as per the O.M.E.R.S. Member Handbook, as amended from time to time;
- f) **Dental Care** - A Dental Care Plan (Blue Cross or equivalent).
Routine and preventative coverage (Blue Cross No. 7 and Rider No. 1 or equivalent), however, routine check ups will be covered once every nine months, oral hygiene instruction will only be covered once for each person and fluoride treatments **will** not be an eligible expense. Coverage will be based on 100% co-insurance with a calendar year maximum of \$2,500 per individual.
 - Dentures (Rider No. 2 or equivalent) based on 50% co-insurance to a calendar year maximum of \$1,000 per individual.
 - Effective January 1, 2002, Major Restorative (Rider No. 4 or equivalent) based on 100% co-insurance to a calendar year maximum of \$1,500 per individual.
 - Orthodontia (Rider No. 3 or equivalent) based on 50% co-insurance to a Lifetime maximum of \$1,500.
 - The O.D.A. fee schedule will be based on a one year lag, with an automatic update annually on January 1st of each year to the previous year.
- g) **Vision Care** - A family vision care plan based on \$250 per person every 24 months.
- h) **Long Term Disability** - An L.T.D. plan including a 2 year own occupation clause, with a benefit factor equal to 66-2/3% of the employee's normal monthly wages to a maximum of \$5,000 reduced by any primary Canada Pension Plan, and/or Workplace Safety and Insurance Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits, as referred to in Article Eighteen, have been exhausted. Full premium will be paid by the Corporation.

19.02 Each employee shall, as a condition of employment, enroll or be enrolled in the Provincially and Federally legislated benefit programs outlined in 19.01 (a), (b) the extended Health/Drugs, the Basic Life Insurance Plan as outlined in (c) above, (d) the AD&D Plan, (e) the O.M.E.R.S. Pension Plan, (f) the Dental Plan, (g) the Vision Care Plan, and the L.T.D. Plan as outlined in (h): all in accordance with the requirements of the respective plans.

The opportunity to enroll in the Optional Life Plan and the Optional AD&D Plan will be offered to employees in accordance with the requirements of the respective plans.

19.03 (a) The Corporation will in no instance be considered the insurer, but will be obliged hereunder only to pay the total premium costs for the benefit plans in 19.01 (a), (b), (c),

(d), (9), (g) and (h), and contribute to the pension plan in (e) in accordance with the Ontario Municipal Employees Retirement System. In the event of a modification of any of the plans outlined herein by legislation of either the Provincial Legislature or Federal Parliament which reduces the premium(s), the reduction shall be applied wholly to the Corporation's share of the premium costs.

- (b) Any benefit changes will apply to those permanent employees on staff at the date of ratification of this agreement.

19.04 The 5/12ths E.I. rebate payable to employees will be retained by the Corporation.

19.05 (a) The Corporation shall make available to employees who retire before the age of 65 either because of disability, or with the O.M.E.R.S. 90 factor, or the prevailing factor, and who have at least 15 years of service with the Corporation, or alternatively under the O.M.E.R.S. 30 years service provision with at least 20 years of service with the Corporation, the opportunity to continue their coverage under the benefit plans outlined in 19.01 (b), and (f) above and for Life Insurance in the amount of \$2,000, and the Corporation will contribute the percentage of the monthly premium costs for such in accordance with the following schedule:

- for employees with more than 15 years service - 60%
- for employees with more than 20 years service - 80%
- for employees with more than 25 years service - 100%

Coverage under this clause will cease at the end of the month in which the employee celebrates his/her sixth-fifth (65th) birthday.

- b) The Corporation shall make available to employees who wish to retire at the age of sixty (60) without the O.M.E.R.S. 90 factor, or the prevailing factor, and who have at least fifteen (15) years of service with the Corporation, the opportunity to continue their coverage under the benefit plans outlined in 19.01 (b) and (f), provided that the employee pays fifty (50) percent of the premiums for each benefit.

19.06 The Corporation reserves to itself the ability to change carriers for any of the above mentioned benefits provided that the level of coverage remains the same and in so doing agrees to advise the C.U.P.E. Local 1329 President, in advance, of the proposed change in Carrier.

Please note: *The foregoing is a partial list of benefits. For further details of benefit coverage, please refer to the benefit booklet provided by the Carriers.*

ARTICLE TWENTY - VACATIONS

20.01 For the purposes of this article, "service" shall be calculated as of the anniversary date of the employee's service in the calendar year in which the vacation is granted,

20.02 Vacation with pay shall be granted on the following basis respectively:

- a) Three (3) weeks after one (1) year of service with entitlement at the rate of 1.25 days per month of service during the first calendar year.
 - b) Employees with at least eight (8) years' service - four (4) weeks,
 - c) Employees with at least sixteen (16) years' service - five (5) weeks,
 - d) Employees with at least twenty-five (25) years' service - six (6) weeks (one week for which payment may be elected in lieu of time off with pay).
- 20.03** During an employee's last year of service prior to normal retirement (or retirement with an unreduced pension benefit under O.M.E.R.S. 90 Factor or O.M.E.R.S. 30 year service provision), he/she shall be granted additional vacation entitlement in time or payment of one day for each year of active service completed with the Corporation.
- 20.04** The Corporation agrees to post a vacation schedule by Department before February 1, so that vacations may be fairly allocated. Vacation requests submitted prior to March 1 will be granted based on seniority.
- 20.05** Vacations shall be scheduled subject to the exigencies of the service.
- 20.06** When an employee is away from work for a continuous period in excess of fifteen (15) weeks because of sickness or injury, his/her vacation entitlement shall be reduced proportionately as the time absent from work in excess of fifteen (15) in any vacation earning year is to fifty (50) weeks.
- 20.07** If, in any 12-month period, an employee is granted leave of absence without pay in excess of ten (10) days for any reason other than sickness, Maternity/Paternity leave, Workers' Compensation accident arising from employment with the Corporation, or Court Duty, his/her vacation entitlement shall be reduced to the nearest one-half day in the same proportion that all such leave is to fifty (50) weeks.
- 20.08** If sickness or accident occurs or continues during a period when an employee is scheduled for vacation, he/she will be considered to be on vacation for such time scheduled, except for all such time he/she substantiates that he/she was hospitalized and/or immobilized if his/her hospitalization and/or immobilization was for more than 48 hours. The amount of leave of absence with pay that would be granted for that occasion of sickness in accordance with Clause 18.01 of this Agreement would, however, be increased by the time the employee was sick on vacation. Notice of hospitalization and/or immobilization will be given to the Corporation immediately upon its occurrence.
- 20.09** In any calendar year an employee who is eligible for vacation with pay under Article Twenty on the basis herein set forth who requests and is permitted to take such vacation in advance of actual entitlement thereto and such employee subsequently leaves the service of the Corporation, the Corporation shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement thereto.

ARTICLE TWENTY-ONE - DESIGNATED HOLIDAYS

21.01 All CUPE 1329 employees shall receive a holiday with pay on each of the following days and any other day proclaimed a holiday by the Federal, Provincial or Municipal governments provided he/she worked his/her scheduled working day preceding and next following the holiday unless excused in writing by his/her Department Head or he/she is otherwise entitled to be paid for each preceding and following day. If any of these days falls on a Saturday or a Sunday, the Corporation shall identify a normal working day preceding or following that day to be observed as the holiday.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- a) Where December 25th falls on a Saturday, the preceding Friday, December 24th will also be considered a half day holiday commencing at 12:00 noon, and the Christmas Day and Boxing Day holiday will be observed on Monday, December 27th and Tuesday, December 28th respectively;
- b) Where December 25th falls on a Sunday, Monday, December 26th and Tuesday, December 27th shall be observed as the Christmas Day and Boxing Day holidays;
- c) Where December 25th falls on a Tuesday, Monday, December 24th shall be considered a holiday;
- d) Where December 25th falls on a Wednesday, Tuesday, December 24th shall be considered a half day holiday commencing at 12:00 noon, and Friday, December 27th shall also be considered a holiday;
- e) Where December **25th** falls on a Thursday, Wednesday, December 24th shall be considered a half day holiday commencing at 12:00 noon.
- f) Where December 25th falls on a Friday, Thursday, December 24th shall be considered a half day holiday commencing at 12:00 noon.

Should the Governor General, the Lieutenant-Governor, or the Council of the Town of Oakville proclaim any other day as a public holiday, such shall be considered as a twelfth designated holiday.

One "floater" day shall be recognized each year as a designated holiday to be taken at a time agreeable to the employee and the Corporation. If an employee terminates, adjustment in respect of the floater day will be made on the same basis that vacation entitlement is calculated (prorated based on current year service).

21.02 Unless the Corporation notifies the union and its members otherwise by February 1 each year, the Corporation will close the Municipal Building at 1225 Trafalgar Road, for the period between Boxing Day and New Year's Day. Days within this period not designated as holidays

under Article 21.00 shall be taken by the employee either as vacation, time in lieu, floater days, unpaid leave or any approved accumulated time.

- 21.03** An employee who is requested to work on the actual date of a designated holiday shall be paid for such time worked on that actual date at the rate of time and one-half (1/2) their normal hourly rate or may receive lieu time at time and one-half (1/2) for the hours worked in addition to their normal pay for the holiday, subject to meeting the requirements of the Employment Standards Act.

Any additions to this will be agreed upon through a Letter of Understanding.

ARTICLE TWENTY-TWO- HOURS OF WORK

- 22.01** The normal hours of work for all employees other than specifically referred to in this Article shall be seven hours (7) per day, five days (5) per week. For the positions of Construction Inspector, Laboratory Technician, Instrument Persons, Patty Chiefs and Road Corridor Permit Coordinator, the Corporation may schedule a work year whereby for seven (7) continuous months of the year employees will work a forty (40) hour work week over a period of five (5) days and for five (5) continuous months of the year a twenty-eight (28) hour week over a period of four (4) days.

Any additions to this will be agreed upon through a Letter of Understanding.

- 22.02** All employees, excluding those referred to in 22.03, required by their immediate supervisor to work longer than normal hours shall have the option of taking time off at time and a half (1/2), at another time agreeable with their immediate supervisor, or to be paid for such time at the rate of time-and-one-half their normal prorated hourly rate. Overtime as set out herein shall only be recognized when the employee is required to work more than thirty minutes beyond his/her normal work day.
- 22.03** Hours of employees at the Oakville Centre or of the Parks and Recreation Department who are employed in any operation required to operate on a six (6) or seven (7) consecutive day basis, shall be seventy (70) hours over ten (10) days within any fourteen (14) consecutive day period and may be scheduled for days, afternoons and evenings. Time in excess of the hours set out herein, including work on designated holidays, may, at the discretion of the Corporation, be accumulated at time and one-half (1/2) and added to an employee's vacation entitlement. Parking Control Officers will be included in this section.
- 22.04** Employees shall be permitted a fifteen (15) minute rest period in both the first and second halves of a shift. A lunch period without pay shall be granted at approximately the mid point of the working day as arranged by the Department Head.
- 22.05** An employee required to work more than four hours' overtime consecutive to his/her normal scheduled hours shall be provided with a meal allowance of \$7.00 by the Corporation.
- 22.06** An employee who is called back to unscheduled work outside his/her regular working hours shall be paid for a minimum of three hours at overtime rates.

An employee who is required, with **less** than 24 hours notice, to return to work outside of his/her regular working hours shall be paid for a minimum of three hours as set out in 22.02 above.

- 22.07** An employee who is unable to report for work shall notify his/her immediate supervisor or designate accordingly no later than one-half hour after his/her shift was to start.

ARTICLE TWENTY-THREE – STANDBY

- 23.01** Where the Corporation identifies that specific jobs within the Information Technology, Parks and Recreation and the Facilities Management Departments require employees to perform stand-by duties outside of their normal hours of work, (any additions to this will be agreed upon through a Letter of Understanding) employees who have been placed on a stand-by list will be required to do so and, will be remunerated as set out below:

Where an employee is required to be on stand-by Monday to Thursday from 4:30 p.m. to 7:30 a.m. the following day, he/she will be remunerated at one (1) hour's pay per day. Where an employee is required to be on stand-by Friday from 4:30 p.m. to 7:30 a.m. the following day, he/she will be remunerated at two (2) hours' pay per day. Where an employee is required to be on stand-by on a Saturday, Sunday or designated holiday from 7:30 a.m. to 7:30 a.m. the following day, he/she will be remunerated two (2) hours' pay per day. (The remuneration referred to in this paragraph does not apply to pool coordinators).

If more than one (1) call occurs within the three (3) hour period of any other call, the time will be considered to be continuous.

ARTICLE TWENTY-FOUR - JOB CLASSIFICATIONS AND SALARY

- 24.01** Schedule 'A' to this Agreement sets forth job classifications and Schedule 'B' sets forth annual salary ranges or wage rates for full time employees. Recommendations for adjustments in salaries shall be made by the Supervisor and Department Head upon review of the employee's job performance.

Employees placed in the 1st step of a salary class shall have their performance reviewed at the completion of six (6) months' service. Employees in the 2nd and 3rd steps shall have their Performance reviewed after nine (9) months' service in these steps until the maximum salary for the job classification is reached. Notwithstanding the foregoing, the review date may be altered with the consent of the employer and employee. All related salary adjustments within classes will be effective as of the first day of the week following the employee's review date. a new employee may, at the discretion of the Corporation, be started at a higher salary than the 1st step shown in the schedule.

- 24.02** When an employee of the Parks and Recreation Department whose normal duties do not include the supervision of other employees, is required by the Corporation to supervise and direct the activities of three or more employees for a continuous period of five working days he/she shall be classed a Lead Hand and receive \$0.60 an hour for the period he/she supervises and directs.

- 24.03** For the purpose of vacation relief or other short term assignment not exceeding three months in duration, when an employee is required to perform the principal duties and responsibilities of an employee in a higher paid job classification for a period of five (5) consecutive working days, or more, or for a period of four (4) days in any week in which a statutory holiday occurs, the relieving employee shall be paid the greater of 107 per cent of his/her normal salary or the salary at the 1st step of the higher classification for all such time worked. The relieving employee shall not be paid more than the maximum rate for the classification relieved. When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.
- 24.04** An employee required to work on a full scheduled shift which commences at or before 4:00 a.m. or, at or after 12 noon on any day shall, except in cases of emergency, be paid a shift premium of \$0.80 per hour for such shift.

ARTICLE TWENTY-FIVE - JOB EVALUATION

- 25.01** An employee who feels dissatisfied with his/her job classification may formally request a re-evaluation of that classification by the Job Evaluation Committee, by completing a Position Description questionnaire (P.D.Q.), having it reviewed and endorsed as accurate by his/her supervisor and Department head and submitting it to the Human Resources Department.
- 25.02** A new P.D.Q. is to be prepared by the incumbent in conjunction with his/her immediate supervisor. A summary sheet is to be prepared outlining the new responsibilities that have been added and any that have been deleted. this documentation is to be forwarded to the Department Head for his/her signature and approval. It is then forwarded to the Human Resources Department for presentation to the Job Evaluation Committee.
- 25.03** The Committee's decision will be sent to the incumbent with copies to the appropriate supervisor, including Department Head. If the incumbent does not feel that the decision reflects the changes in the job, he/she may, within thirty (30) days, review the results of the evaluation with the Human Resources Director or designate and the appropriate supervisor(s) and present a formal appeal.
- 25.04** The results of this appeal are final and binding and a further review of the position as initially presented cannot be undertaken until twelve (12) months have elapsed from the date of the formal appeal.
- 25.05** The Union and all Union members shall be advised ninety (90) days prior to any proposed changes being made to the present Job Evaluation Manual in order to provide the Union with the opportunity to meet and discuss any proposed changes. The parties agree that this meeting shall take place at least sixty (60) days prior to the implementation of any changes.
- 25.06** the Job Evaluation Committee shall consist of five (5) persons; three (3) of whom shall be appointed by the corporation and two (2) of whom shall be appointed by the Union.

ARTICLE TWENTY-SIX - CAR ALLOWANCE

- 26.01** a) When an employee is required by the Corporation to use his/her own private automobile in his/her work, that employee shall be compensated for that use at the highest allowable rate prior to the rate becoming a taxable benefit. An additional \$25.00 per month will be paid to Building Inspectors, Mechanical Inspectors, Construction Inspectors, Landscape Architects, Site Plan Construction Inspectors, By-law Enforcement Officers, Licensing Officers, Development Engineering Inspectors, Engineering Design Technologist and Development Technologists who are regularly required to use their own automobile.
- b) All kilometers travelled shall be reported by the method and in the form required by the Corporation.

ARTICLE TWENTY-SEVEN- BEREAVEMENT LEAVE

- 27.01** a) Leave of absence of not more than five (5) days shall be granted without loss of pay to an employee due to the death of his/her parent, spouse or child.
- b) Leave of absence of not more than three (3) days shall be granted without loss of pay to an employee due to the death of his/her brother, sister, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parent-in-law or legal guardian.
- c) Leave of absence of not more than one (1) day shall be granted without loss of pay to an employee due to the death of his or her aunt or uncle.
- d) Leave of absence granted for bereavement will be applied against the ten (10) days' leave entitlement as set out in the Employment Standards Act, 2000.
- 27.02** Leave of absence with full pay will be granted to all employees in the Permanent Service for personal appointments with a Medical Doctor or Dentist for less than one-half (1/2) day on each occasion. The Head of the Department or the Director of Human Resources may require the employee to submit a Medical Doctor or Dentist report. If the employee does not submit the report upon returning to work after his/her appointment, the time missed may be deducted from his/her wages.
- 27.03** Employees who are required to serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified his/her superior. At the conclusion of his/her jury or witness duty, the employee shall obtain a certificate of attendance showing the period of duty and the compensation shall be turned over to the Director of Finance. Any travel allowance and expenses paid to the employee other than compensation may be retained by the employee.

ARTICLE TWENTY-EIGHT – MEDICAL LEAVE

- 28.01** Leave of absence with full pay will be granted to all employees in the Permanent Service for personal appointments with a Medical Doctor or Dentist for less than one-half (1/2) day on each occasion. The Head of the Department or the Director of Human Resources may require the employee to submit a Medical Doctor or Dentist report. If the employee does not submit the report upon returning to work after his/her appointment, the time missed may be deducted from his/her wages.

ARTICLE TWENTY-NINE – JURY D U N

- 29.01** Employees who are required to have serve as jurors or are subpoenaed to appear in court shall be granted leave of absence for that purpose and shall have their normal pay continued for the time served provided the employee has immediately notified his/her superior. At the conclusion of his/her jury or witness duty, the employee shall obtain a certificate of attendance showing the period of duty and the compensation shall be turned over to the Director of Finance. Any travel allowance and expenses to be paid to the employee other than compensation may be retained by the employee.

ARTICLE THIRTY – LEAVE OF ABSENCE. UNION DELAGATES

- 30.01** Subject to the exigencies of the service, leave of absence without pay and without loss of seniority will be given to employees covered by this Agreement to attend Union Conventions, provided such leave does not exceed a total of ~~thirty (30) days~~ **thirty (30) days** in the calendar year for four employees. The request for leave as set out in this Article shall be made at least ten days+ in advance of the date the leave is required.
- 30.02** a) An employee elected or selected for a full-time position with C.U.P.E., the Canadian Labour Congress, or the Ontario Federation of Labour shall be granted leave of absence without pay or benefits, but without **loss** of seniority, for a period of up to three (3) years. Seniority may be applied by the employee on return to the bargaining unit.
- b) It is agreed that any vacancy resulting from this clause will be filled on a temporary basis for the term of the leave, for up to three years.

ARTICLE THIRTY-ONE – PREGANCY/PARENTAL LEAVE

- 31.01** Pregnancy/parental leave without pay, but with benefits and seniority continuing to accumulate will be granted in accordance with the requirements of the Employments Standards Act 2000.

ARTICLE THIRTY-TWO - HEALTH AND SAFETY

- 32.01** The Corporation will designate the classifications of employees who shall be required to wear safety footwear while working for the Corporation. On presentation of a receipt for the purchase of safety footwear, the Corporation will reimburse the employee up to \$75.00

annually or up to \$150.00 every two years toward the cost of C.S.A. - approved Green Patch safety footwear. Reimbursement will be made not earlier than twelve (12) or twenty-four (24) months respectively from the date of the previous reimbursement. Failure to wear safety footwear shall be subject to disciplinary action. Temporary and probationary employees shall be required to supply footwear at their own expense. Safety rubber boots and rainwear will be made available to any employee required to work in conditions requiring such attire.

- 32.02** Safety equipment provided by the Corporation shall be worn while employees are performing their duties. Failure to do so in the prescribed manner will result in disciplinary action. The Corporation will notify the appropriate Health and Safety Committee when such violations occur.
- 32.03** The Corporation will provide at its expense all permanent employees in the job classifications of Party chiefs, Instrument Persons and Technical Assistants, one pair of summer weight safety approved coveralls with reflective tape. Cleaning and repair are the responsibility of the employee. A replacement pair will be provided, upon delivery to the supervisor, whenever wear and tear renders the current coveralls in need of replacement.
- 32.04** Both parties support the concept of an Occupational Health and Safety program and agree to participate in a Joint Health and Safety Committee (JHSC) in keeping with the Occupational Health and Safety Act.

ARTICLE THIRTY-THREE-- DISCIPLINE AND DISCHARGE

- 33.01** No employee shall be disciplined or discharged except for just cause.
- 33.02** An employee may be discharged and his/her employment with the Corporation shall terminate under conditions listed below:
 - a) He/she is discharged and such discharge is not reversed through the grievance procedure.
 - b) He/she is laid off from the Corporation continuously for a period in excess of a length of the time equal to his/her seniority or eighteen (18) months, whichever is lesser.
 - c) He/she is away from work without permission for more than three (3) working days without reasonable cause, unless otherwise determined through the grievance procedure.

ARTICLE THIRTY-FOUR - TECHNOLOGICAL CHANGE

- 34.01** If changes in technology, mechanization, operating methods or organization compel a reduction in employee complement, consultation shall occur between the Corporation and the Union with a view to minimizing staff reductions and developing a program of retraining and redeployment in an attempt to maintain constructive employment for those displaced. Any termination of employment occasioned by such changes shall only occur after the Union and employee(s) concerned have been given one-hundred and twenty (120) days written notice.

ARTICLE THIRTY-FIVE- DURATION OF AGREEMENT

35.01 This Agreement shall be effective on the 16th day of February 2002 and shall remain in force and effect until the 15th day of February, 2004 and from year to year thereafter, subject to notice as provided in the Labour Relations Act S.O. 1995, C.1. Schedule A, as amended.

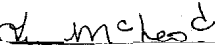
SIGNED AT OAKVILLE ON THIS 30th DAY OF APRIL 2002

FOR THE UNION


Gene Lecinski, President


Jim Barry, Union Steward


Debbie Beal, Union Steward


Liz McLeod, Union Steward


Les Owen, Vice President


FOR THE CORPORATION


Dan Carnegie, Director of Human Resources


Bruce Ebbs, Manager Permits & Zoning


Terry Scott, Development Project Manager


Ted Salisbury, Director of Corporate Projects


Chantal Wigg, HR Consultant

RATIFIED BY OAKVILLE TOWN COUNCIL

ON MONDAY, MAY 6, 2002


ANN MULVALE
MAYOR


CATHIE L. BEST
TOWN CLERK

28

SCHEDULE "A"

GRADE 1	JOB TITLE Mail/Print Clerk	GRADE 4	JOB TITLE Accounts Payable Clerk Accounts Payable Entry Clerk Clerk/Receptionist - Parks and Recreation Clerk/Receptionist - Transit Box Office Administrative Clerk
GRADE 2	JOB TITLE No positions	GRADE 5	JOB TITLE Property Clerk By-law Enforcement Clerk Customer Services Rep. (Switchbrd.) Customer Services Rep. Accounts Payable Clerk Cashier Payroll Entry Clerk Care-a-Van Dispatcher/Senior Steno. Assistant Print Room Operator Senior Stenographer - Public Works Parking/POA Registration Application Clerk Registrar Clerk Senior Stenographer - Parks & Rec.
GRADE 3	JOB TITLE Kiosk/Receptionist Facilities Services Clerk Clerk/Typist Clerk - Public Works		

SCHEDULE "A"

GRADE 6	JOB TITLE	GRADE 7	JOB TITLE
	Financial Planning Clerk		Building Services Assistant
	Tax Clerk - Ownership		Committee Assistant
	Tax Clerk - Assessment & Ownership		Museum - Programmer
	Tax Clerk - Mortgage		Banking Coordinator
	Tax Clerk - Fax Back		Development Finance Clerk
	Purchasing Assistant/Sys. Coordinator		Parking Control Officer
	Instrument person		Secretary/Stenographer
	Senior Stenographer - Parks & Rec.		Theatre Technician
	Clerk of Senior Services		Building Operator
	Senior Stenographer - Operations		Technical Support Analyst
	Assistant Coordinator - Seniors		Help Desk Support Technologist
	Booking Clerk		
	Planning Clerk		

SCHEDULE "A"

GRADE 8	JOB TITLE	GRADE 9	JOB TITLE
	Building Services Representative		Zoning Officer
	Facility Accountant		Software Application Administrator
	Corporate Banking Analyst		Financial Analyst
	Payroll and Benefits Administrator		Senior Network Specialist
	Draftsperson		Mechanical Inspector in Training
	Legal Draftsperson		Accounting Analyst
	Parking/POA Office Coordinator		Tax Accountant
	Aquatic Assistant		Building Inspector in Training
	Marketing & Development Facilitator		Internet Architect
	Education/Interpretation Officer		Operations/Tech. Support Analyst - Fire
	Coordinator/Administrator of Box Office Svcs.		Zoning Officer & Sec. To Comm. Of Adj.
	Curator of Collections		Traffic Technician
	Programmer		Lab Technician
	Planner Analyst Transit		Fitness Coordinator
			Coordinator of Registration
			Technical Services Coordinator
			Print Room Supervisor
			Intermediate Buyer
			Legislative Co-ord. & Sec. Treas. Comm. Of Adj.
			Planning Technician

SCHEDULE "A"

GRADE 10	JOB TITLE	GRADE 11	JOB TITLE
	By-law Enforcement Officer		Mechanical Inspector
	Assessment Review Officer		Architectural Plans Examiner
	G. IS. Programmer		Property Services Coordinator
	G.I.S. Spatial Data Analyst		Building Inspector II
	G.I.S. Analyst		Mechanical Plans Examiner (Plumbing)
	Groupware Specialist		Database Administrator
	Systems Analyst		Road Coordinator Permit Inspector
	Applications Analyst		Traffic Technologist
	Utility Inspector		Engineering Design Technologist I
	Legal Party Chief		Construction Inspector
	Operations Technologist		Construction Co-ordinator
	Supervisor of Technical Services		Traffic Project Co-ordinator
	Senior Buyer		Planner
	Engineering Design Technologist II		Planner - Site Plan
			Planner - Heritage
			Development Inspector
			Development Technologist
			Landscape Architect
			Recreation Coordinator - Aquatics

Schedule A - Postion Grades.xls

SCHEDULE "A"

GRADE 12	JOB TITLE	GRADE 13	JOB TITLE
	Building Inspector Mechanical Plans Examiner Planner Development Coordinator		Traffic Engineer
GRADE 14	JOB TITLE		
	Building Engineer		

Schedule B

Town of Oakville

Effective February 16, 2002 until February 15, 2003

CUPE 1329

2002 SALARY RANGES- ANNUAL & BI-WEEKLY

2.5% INCREASE EFFECTIVE FEBRUARY 16, 2002

GRADE	STEP 1		STEP 2		STEP 3		STEP 4	
	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY
1	\$22,013	\$846.65	\$23,618	\$908.39	\$25,234	\$970.56	\$26,839	\$1,032.25
2	\$23,558	\$906.06	\$25,281	\$972.33	\$27,005	\$1,038.64	\$28,729	\$1,104.95
3	\$25,211	\$969.65	\$27,053	\$1,040.49	\$28,895	\$1,111.34	\$30,749	\$1,182.65
4	\$26,969	\$1,037.26	\$28,942	\$1,113.15	\$30,904	\$1,188.61	\$32,889	\$1,264.97
5	\$28,835	\$1,109.05	\$30,952	\$1,190.46	\$33,055	\$1,271.35	\$35,159	\$1,352.25
6	\$31,153	\$1,198.19	\$33,424	\$1,285.55	\$35,706	\$1,373.30	\$37,976	\$1,460.63
7	\$34,553	\$1,328.95	\$37,085	\$1,426.33	\$39,604	\$1,523.23	\$42,148	\$1,621.08
8	\$37,964	\$1,460.15	\$40,746	\$1,567.15	\$43,527	\$1,674.10	\$46,308	\$1,781.10
9	\$41,375	\$1,591.35	\$44,406	\$1,707.93	\$47,437	\$1,824.50	\$50,457	\$1,940.64
10	\$44,787	\$1,722.59	\$48,067	\$1,848.75	\$51,348	\$1,974.94	\$54,627	\$2,101.05
11	\$48,199	\$1,853.79	\$51,729	\$1,989.56	\$55,257	\$2,125.26	\$58,777	\$2,260.64
12	\$51,621	\$1,985.43	\$55,400	\$2,130.78	\$59,168	\$2,275.70	\$62,949	\$2,421.13
13	\$55,032	\$2,116.63	\$59,050	\$2,271.16	\$63,077	\$2,426.06	\$67,108	\$2,581.07
14	\$58,443	\$2,247.83	\$62,711	\$2,411.94	\$66,990	\$2,576.53	\$71,257	\$2,740.65

GRADE	STEP 1		STEP 2		STEP 3		STEP 4	
	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY	ANNUAL	BI-WEEKLY
1	\$22,673	\$872.05	\$24,327	\$935.64	\$25,992	\$999.67	\$27,644	\$1,063.22
2	\$24,264	\$933.24	\$26,039	\$1,001.50	\$27,815	\$1,069.80	\$29,591	\$1,138.10
3	\$25,967	\$998.74	\$27,864	\$1,071.71	\$29,762	\$1,144.68	\$31,671	\$1,218.13
4	\$27,778	\$1,068.38	\$29,810	\$1,146.54	\$31,831	\$1,224.26	\$33,876	\$1,302.92
5	\$29,700	\$1,142.32	\$31,880	\$1,226.17	\$34,047	\$1,309.50	\$36,213	\$1,392.82
6	\$32,087	\$1,234.13	\$34,427	\$1,324.11	\$36,777	\$1,414.50	\$39,116	\$1,504.44
7	\$35,589	\$1,368.82	\$38,197	\$1,469.12	\$40,792	\$1,568.93	\$43,412	\$1,669.71
8	\$39,103	\$1,503.96	\$41,968	\$1,614.16	\$44,832	\$1,724.32	\$47,698	\$1,834.53
9	\$42,616	\$1,639.09	\$45,738	\$1,759.16	\$48,860	\$1,879.24	\$51,970	\$1,998.86
10	\$46,131	\$1,774.27	\$49,509	\$1,904.21	\$52,889	\$2,034.19	\$56,266	\$2,164.08
11	\$49,645	\$1,909.41	\$53,281	\$2,049.25	\$56,914	\$2,189.02	\$60,540	\$2,328.46
12	\$53,170	\$2,044.99	\$57,062	\$2,194.70	\$60,943	\$2,343.97	\$64,838	\$2,493.76
13	\$56,683	\$2,180.12	\$60,822	\$2,339.30	\$64,970	\$2,498.84	\$69,121	\$2,658.50
14	\$60,197	\$2,315.26	\$64,592	\$2,484.30	\$69,000	\$2,653.83	\$73,395	\$2,822.87

Schedule C

Employees in the Mayor's, Town Manager's Legal and Human Resource offices;

Commissioners;

The Directors of other Departments and the Secretarial position to that Head;

Director and/or Assistant Director Heads;

Other positions exercising management functions including;

Manager, Building Inspection Services, Manager of Permits and Zoning,
Supervisor of Code Review, Supervisor of Zoning;

Assistant Clerk, Administrative Services, Assistant Clerk, Council/Committee Services, Manager of
By-Law and Licensing;

Manager Corporate Communications, Supervisor of Marketing, Communications Officer.;

Manager, Revenue/Tax Collector, Manager of Capital Financing, Manager, Accounting Operations,
Manager of Payroll & Benefits, Tax Billing Supervisor, Supervisor Tax Collections/Revenue,
Corporate Financial Analyst, Cash Management/Financial Analyst,
Budget and Financial Analyst;

Manager, Office Services & Insurance;

Manager, Network Systems, Manager, Project Development, Manager of GIS Services, Supervisor
of Client Services, Business Analyst;

Manager of Surveys, Manager of Design and Construction, Forepersons, Manager Traffic
Engineering, Manager of Works, Supervisor - East, Supervisor Urban Forestry, Supervisor of Cemetery
Operations, Shop Supervisor;

Manager of River Oaks, Manager of Iroquois Ridge, Manager of Arenas, Manager of Glen Abbey,
Manager of Recreation Services, Manager of Parks, Theatre Manager, Supervisor of Plant
Operations, Manager/Curator Museum, Recreation Supervisor Aquatics, Recreation Supervisor
Adults/Older Adults, Recreation Supervisor Community Development, Recreation Supervisor Sports
Fitness, Recreation Supervisor Arts & Culture, Recreation Coordinator, Supervisor - Special
Services, Supervisor - West, Supervisor - East, Supervisor Urban Forestry, Supervisor of Cemetery
Services, Supervisor of Permitting & Scheduling, Harbormaster, Coordinator of Front of House
Services;

Property Manager, Facility Services Supervisor;

Manager, Development Engineering, Manager of Current Planning, Supervisor of Drafting
Manager of Long Range Planning;

Manager of Transit Operations, Planner/Project Coordinator, Maintenance Supervisor,
Transit Service Supervisor, Planner/Analyst

Forepersons in all Departments, persons acting in any of the foregoing capacities, students employed during school vacations or on a co-operative training basis with an educational institution, and persons not regularly employed for more than twenty-four (24) hours per week.

Part-time persons within the Parks and Recreation Aquatics' Section and the Oakville Theatre employed for more than 24 hours per week not listed in schedule A.



Your Group Benefits Plan

The Corporation of the Town of Oakville

CUPE Local 1329 active employees

RECEIVED
FEB 20 2004

Contract Number 58261, 85986 021, ABT 10 21 68
Effective February 1, 2000

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0891062

IMPORTANT INFORMATION

Name:

Identification Number:

Personal Identification Number (PIN) or password _____. This is used when telephoning to inquire about your claims history. Please note this is unique to you and should be kept confidential.

Sun Life Medical and Dental inquiries:

Toronto (416) 753-4300

TOLL-FREE 1-800-361-6212

Fax Number (416) 490-0224

Address Sun Life of Canada
~~Health~~ Claims Office
P O Box 4023 Station A
Toronto ON M5W 2P7

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General Information

The information contained in this section applies only to benefits insured by Sun Life.

About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract with **Sun Life**.

Your group benefits may be modified after the effective date of this booklet. You will receive written notification of changes to your group plan. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent employee.
- you are actively working for your employer at least 25 hours a week.
- you have completed the waiting period.

The waiting period for your group plan ends on the last day of the month in which you have completed 3 months of continuous employment.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

Your dependents become eligible for coverage on the date you become eligible or the date they first become your dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

Who qualifies as your dependent

Your dependent must be your spouse or your child and a resident of Canada.

To be eligible, your spouse must be legally married to you, or be your partner of the opposite sex or of the same sex who has been publicly represented as your spouse for at least the last year. You can only cover one spouse at a time.

Your children and your spouse's children (other than foster children), who are unmarried, under age 21 and work less than 30 hours a week, are eligible dependents.

For the Extended Health Care benefit: A child who is a full-time student attending an educational institution recognized by Revenue Canada is also considered an eligible dependent until the age of 25 as long as the child is entirely dependent on you for financial support.

For the Dental Care benefit: Coverage will end on the day the dependent child reaches age 21.

If a child becomes handicapped before the limiting age, we will continue coverage as long as:

- the child is incapable of financial self-support because of a physical or mental disability, and

- the child depends on you for financial support, and remains unmarried.

In these cases, you must notify **Sun** Life within 31 days of the date the child attains the limiting age. Your employer can give you more information about this.

Enrolment

You have to enrol to receive coverage. **To** enrol, you must request coverage in writing by supplying the appropriate enrolment information to your employer. For a dependent to receive coverage, you must request dependent coverage.

If you or your dependents are covered for comparable Extended Health Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

Proof of good health will be required when you request Optional Life coverage and any increase in that coverage. Coverage will not take effect before **Sun** Life approves the proof **of** good health.

When coverage begins

Your coverage begins on the date you become eligible for coverage.

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins **or** the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

Once you have dependent coverage, any subsequent dependents will be covered automatically.



If you are not actively working on the date your spouse's Optional Life coverage would normally begin, then that coverage will not begin until you return to active work with your employer.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

**Changes affecting
your coverage**

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the first day of the month following the date of the change in circumstances.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before **Sun** Life approves the proof of good health.
- if you are not actively working when the change occurs or when **Sun** Life approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

**Updating your
records**

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of dependents.
- change of name.
- change of beneficiary.

When coverage ends As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends or the last day of the month in which you retire.
- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

A dependent's coverage terminates on the earlier of the following dates:

- the date your coverage ends.
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet.

However, if you die while covered by this plan, coverage for your dependents will continue, without premiums, until the earlier of the following dates:

- 12 months after the date of your death.
- the date the person would no longer be considered your dependent under this plan if you were still alive.
- the date the benefit provision under which the dependent is covered terminates.

The continuation of coverage does not apply to Dental or the contact lenses and eyeglass expense of Extended Health Care and the spouse's Optional Life.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Sun Life will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that Sun Life resume paying certain benefits because of a recurrence of an employee's total disability, **Sun** Life will resume payment at the same amount and for the remainder of the maximum benefit period.

Making claims

Sun Life is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits **for** making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by **Sun** Life.

No legal action may be brought by you more than one year after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

Proof of disability

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

Coordination of benefits

If you are covered for Extended Health Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- if you are claiming expenses for your spouse and the spouse is covered for those expenses under another plan, you must send the claim to your spouse's plan first.
- if you are claiming expenses for your children, **and** both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- the maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first.

Medical examination We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

Recovering overpayments We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

Definitions Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

Accident **An** accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

Basic earnings Basic earnings are the salary you receive from your employer excluding **any** bonus, overtime or incentive pay.

Doctor A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.

Illness **An** illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is **an** illness.

Retirement date If you are totally disabled, your retirement date is the end of the month in which you reach age 65, unless you have actually retired before then.

We, our and us We, our and us mean Sun Life Assurance Company of Canada.

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Extended Health Care (Medicare Supplement)

insurer	This benefit is insured by Sun Life Assurance Company of Canada.
General description of the coverage	<p>In this section, you means the employee and all dependents covered for Extended Health Care benefits.</p> <p>Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness.</p> <p>To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.</p> <p>An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.</p> <p>The benefit year is from February 1, 2000 to December 31, 2000, and then from January 1 to December 31.</p>
Deductible	<p>The deductible is the portion of claims that you are responsible for paying.</p> <p>The deductible is \$10 each benefit year for each person up to a maximum of \$20 per family."</p> <p>After the deductible has been paid, claims will be paid up to the percentage of coverage under this plan.</p> <p>"Effective March 1, 2000: There is no deductible for this coverage.</p>

Lifetime maximum benefit

Under Extended Health Care, the maximum amount we will pay for any person is \$50,000 for referrals (excluding out of province and out of Canada emergency).

For out of province and out of Canada emergency, the maximum amount we will pay for any person is \$1,000,000.

Effective February 1, 2000**Prescription drugs**

We will cover the cost of drugs and contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist. Intrauterine devices (**IUDs**), diabetic (including lancets) and colostomy supplies are also covered.

Drugs for the treatment of infertility are covered up to a lifetime maximum of \$2,500 for each person.

Products to help a person quit smoking that require a prescription are covered, up to a lifetime maximum of \$500 for each person.

For the above items, we will only pay for quantities that can reasonably be used in a 3 month period.

We will cover 100% without a deductible, of the cost of the above medicines and supplies.

We will not pay for the following, even when prescribed

- insulin injectors and Medijectors.
- vaccines.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- hair growth stimulants.

- products to help you quit smoking that do not require a prescription.
- diaphragms.
- Viagra.

Effective March 1, 2000

**(Tier 1)
Prescription drugs –
The Assure National
Formulary**

We will cover 100%, without a deductible, of the cost of drugs or supplies listed in the Assure National Formulary which have a Drug Identification Number (DIN) and are prescribed in writing by a doctor or dentist and are obtained from a pharmacist. For these expenses you should use your drug card.

The Assure National Formulary, which was designed by a group of independent medical experts to focus on the needs of the working population, is a list of drugs and supplies that are therapeutically useful and cost effective.

The following drugs or supplies are also covered, however, you must submit a claim to Sun Life for reimbursement:

- compound serums that require a prescription.
- intrauterine devices (IUDs).
- colostomy supplies.
- varicose vein injections, if medically necessary.

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of certain maintenance drugs, in a 100 day period as ordered by a doctor

**(Tier 2)
Prescription drugs –
Plan 84G**

We will cover the cost of drugs and supplies obtained from a doctor or dentist and are covered under the Assure National Formulary. Refer to Amendment #1 for changes to Prescription Drug Coverage, effective September 1st, 2000

For the following expenses you should use your drug card:

- medication listed in the Federal or Provincial Drug Schedules which has a Drug Identification Number (DIN) and requires a prescription.
- injectable drugs, insulin and allergy extracts with a DIN.
- preparations and compounds of which at least one ingredient is an eligible drug under this benefit.
- diabetic supplies, including lancets.
- products to help a person quit smoking that require a prescription, up to a lifetime ~~maximum~~ of \$500 for each person.
- drugs for the treatment of infertility up to a lifetime maximum of \$2,500 for each person.

For the following expenses you must submit a claim to Sun Life for reimbursement:

- compound serums that require a prescription.
- intrauterine devices (IUDs).
- colostomy supplies.
- varicose vein injections, if medically necessary.

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of the following maintenance drugs, in a 100 day period as ordered by a doctor:

antiasthmatics, antibiotics for acne, anticoagulants, anticonvulsants, antihypertensives, antiparkinsons, antituberculosis, cardiac agents, hypoglycaemic, medications for glaucoma, oestrogen, oral contraceptives, potassium replacements and thyroid agents.

We will not pay for the following, even when prescribed:

- vaccines.
- infant formulas(milk and milk substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- muscle relaxants which do not require a prescription.
- hair growth stimulants.
- products to help you quit smoking that do not require a prescription.
- diaphragms.
- Viagra.
- Norplant.

Generic limit

Charges in excess of the lowest priced equivalent generic product are not covered unless the doctor specifies in writing that no substitution for the prescribed drug may be made.

***Nurse practitioners
in Ontario***

We reimburse certain drugs prescribed by a nurse practitioner in Ontario the same way as if the drugs were prescribed by a doctor or a dentist.

**Hospital expenses in
your province**

We will cover 100%, without a deductible, of the costs for hospital care in the province where you live.

We will cover out-patient services in a hospital and the difference between the cost of a ward and a semi-private hospital room.

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows at least 3 consecutive days of in-patient hospitalization,
- it begins within 14 days of release from the hospital, and
- it is primarily for rehabilitation.

The maximum amount payable is \$20 per day up to a maximum of 180 days for treatment of an illness due to the same or related causes.

For purposes of this plan, a ***convalescent hospital*** is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A ***hospital*** is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

**Expenses out of
your province**

We will cover emergency medical services while you are outside the province where you live. Effective March 1, 2000 we will also cover referred services.

An ***emergency*** is an acute, unexpected condition, illness, disease or injury that requires immediate assistance. We will pay 100%, without a deductible, of the cost of qualified emergency services.

Referred services must be for the treatment of an illness and ordered in writing by a doctor located in the province where you live. We Will pay 100% of the costs of referred services without a deductible. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

For both emergency services and referred services, we will cover the cost of

- a semi-private hospital room.
- other hospital services provided outside of Canada.
- out-patient services **in** a hospital.
- the services of a doctor.

All referred services must be:

- obtained in Canada, if available, regardless of any waiting lists, and
- covered by the medicare plan in the province where you live.

However, if referred services are not available **in** Canada, they may be obtained outside **of** Canada.

We will only cover services obtained within 60 days of the date you leave the province where you live. **If** hospitalization occurs within this period, in-patient services are covered until the date you are discharged.

Medical services and equipment

We will cover 100%, without a deductible, of the costs for the medical services listed below when ordered by a doctor (the services of a licensed dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications can not perform the duties. There is a limit of \$10,000 per person per benefit year.
- transportation in a licensed ambulance if medically necessary, that takes you to and from the nearest hospital that **is** able to provide the necessary medical services.
- transportation in a licensed air ambulance if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services.
- laboratory tests performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy are not covered.
- dental services, including braces and splints, to repair damage to natural teeth caused **by** an accidental blow to the mouth that occurs while you are covered. These services must be received within 6 months (12 months effective March 1, 2000) **of** the accident. We will not cover more than the fee stated **in** the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.
- services **of** an ophthalmologist or licensed optometrist, up to a maximum of \$50 per person over 2 benefit years.
- effective March 1, 2000: wigs following chemotherapy **or** Alopecia Totalis, up to a maximum of \$400 per person in any 24 month period. Wigs do not require a doctor's order.
- custom made back supports.

effective March 1,2000: custom made supports

- equipment rented, or purchased at our request, that is for temporary therapeutic use.
- casts, splints, trusses, braces or crutches.
- effective March 1,2000: breast prostheses required as a result of surgery, up to a maximum of \$200 per person in a benefit year.
- effective March 1,2000: surgical bras up to a maximum of 2 per person in a benefit year.
- artificial limbs and eyes, excluding myoelectric appliances.
- effective March 1,2000: stump socks, up to a maximum of 5 pairs per person in a benefit year.
- elastic support stockings, including pressure gradient hose, up to a maximum of 2 pairs per person in a benefit year.
- 1 pair of custom-made orthopaedic shoes or custom-made orthotic inserts for shoes every benefit year, when prescribed by a doctor, podiatrist or chiroprapist.*
- "effective March 1,2000: custom-made orthotic inserts for shoes, when prescribed by a doctor, podiatrist or chiroprapist, up a maximum of \$350 per person in a benefit year.
- "effective March 1,2000: 1 pair of custom-made orthopaedic shoes (excluding modifications to orthopaedic shoes) when prescribed by a doctor, podiatrist or chiroprapist, up to a maximum of \$500 per person in a benefit year.
- effective March 1,2000: hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$500 per person over a period of 4 benefit years.
- radiotherapy or coagulotherapy.

**Paramedical
services**

- a oxygen, plasma and blood transfusions.
- a glucometers prescribed by a diabetologist or a specialist in internal medicine, up to a lifetime maximum of \$350 (**\$700** effective March 1,2000) per person.

For each category of paramedical specialists listed below we will cover:

Effective February 1,2000:

- a 100% of the costs, after you pay the deductible, for licensed speech therapists, when ordered by a doctor, up to a maximum of 20 visits per person each benefit year.
- a 50% of the costs, after you pay the deductible, for licensed psychologists, when ordered by a doctor, up to \$20 per visit to a maximum of \$1,000 each benefit year per person.
- a 100% of the costs, after you pay the deductible, for licensed physiotherapists or athletic therapists, when ordered by a doctor.

Effective March 1,2000:

100%, without a deductible, up to a maximum of

\$400 per person in a benefit year for each of the following categories of paramedical specialists:

- a licensed speech therapists, psychologists, acupuncturists or masseurs, when ordered by a doctor.
- a licensed osteopaths, chiropractors, podiatrists, chiroprodists or naturopaths, including a maximum of one x-ray examination per specialty each benefit year. The costs of x-ray examinations are not included in the benefit year maximum.

60

\$600 per person in a benefit year for the following categories of paramedical specialists:

- licensed physiotherapists or athletic therapists, when ordered by a doctor. The benefit year maximum is combined for these paramedical specialists.

We will not pay for the cost of services rendered by a chiropractor or a podiatrist in Ontario unless they are performed after the provincial medicare plan has paid its annual maximum benefit.

**Contact lenses or
eyeglasses**

We will cover the cost of contact lenses or eyeglasses, including tinting of lenses, as long as they are prescribed by an ophthalmologist or licensed optometrist and are obtained from an ophthalmologist, licensed optometrist or optician.

We will cover **100%**, without a deductible, of these costs up to a maximum of **\$200 (\$250 effective March 1, 2000)** in any **24** month period per person.

We will also cover the cost of contact lenses for special conditions such as severe corneal astigmatism, severe corneal scarring, keratoconus (conical cornea), aphakia or when acuity in the better eye cannot be improved to at least **20/40** with glasses, up to a lifetime maximum of \$600 for each person.

We will not pay for sunglasses, magnifying glasses, or safety glasses of any kind.

When coverage ends Extended Health Care coverage will end on the last day of the month in which the employee retires or reaches age 65, whichever is earlier.

**Payments after
coverage ends** If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability if the expenses are incurred

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and

- while this provision is in force.

For the purpose of this provision, a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

If the Extended Health Care benefit terminates, coverage for dental services to repair natural teeth damaged by an accidental blow will continue, if the accident occurred while you were covered, as if the benefit were still in effect.

What is not covered We will not pay for the costs of

Effective February 1, 2000:

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- stimulator and supplies.
- abdominal, spinal and wrist supports.
- tens machine
- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.

Effective March 1, 2000:

- services or supplies payable in whole **or** in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).
- any services or supplies that are not usually provided to treat an illness, including experimental treatments.

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- any work **for** which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

We will also not pay benefits when compensation is available under a Workplace Safety Insurance Board, Criminal Injuries Compensation Act or similar legislation.

**When and how to
make a claim**

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, we ~~must~~ receive the claim no later than 90 days after the earlier of

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

Emergency Travel Assistance

Effective March 1, 2000

Insurer	This benefit is insured by Sun Life Assurance Company of Canada.
General description of the coverage	<p>In this section, <i>you</i> means the employee and all dependents covered for Emergency Travel Assistance benefits.</p> <p>If you are faced with a medical emergency when travelling outside of the province where you live, Worldwide Assistance Services Inc. can help.</p> <p>An <i>emergency</i> is an acute, unexpected condition, illness, disease or injury that requires immediate assistance.</p> <p>This benefit, called Medi-Passport, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within 60 days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.</p> <p>The Medi-Passport coverage is subject to any maximum applicable to the emergency portion of the Extended Health Care benefit.</p> <p>We recommend that you bring your Medi-Passport card with you when you travel. It contains telephone numbers and the information needed to confirm your coverage and receive assistance.</p>
Getting help	<p>If it is possible, you or someone with you must contact a Worldwide Assistance Coordination Centre and receive approval before any services are provided. If contact cannot be made before services are provided, contact should be made as soon as possible afterwards.</p> <p>Access to a fully staffed coordination centre is available 24 hours a day. Please consult the telephone numbers on the Medi-Passport card.</p>

Worldwide Assistance may arrange for:

On the spot medical assistance

Worldwide Assistance will provide referrals to physicians, pharmacists and medical facilities.

As soon as Worldwide Assistance is notified that you have a medical emergency, its staff, or a physician designated by Worldwide Assistance, will, when necessary, attempt to establish communications with the attending medical personnel to obtain an understanding of the situation and to monitor your condition. If necessary, Worldwide Assistance will also guarantee or advance payment of the expenses incurred to the provider of the medical service.

Worldwide Assistance will provide translation services in any major language that may be needed to communicate with local medical personnel.

Worldwide Assistance will transmit an urgent message from you to your home, business or other location. Worldwide Assistance will keep messages to be picked up in its offices for up to 15 days.

Transportation home or to a different medical facility

Worldwide Assistance may determine, in consultation with an attending physician, that it is necessary for you to be transported under medical supervision to a different hospital or treatment facility or to be sent home.

In these cases, Worldwide Assistance will arrange, guarantee, and if necessary, advance the payment for your transportation.

Based on medical factors, a physician designated by Worldwide Assistance will make the final decision whether you should be moved, when, how and to where you should be moved and what medical equipment, supplies and personnel are needed.

Meals and accommodations expenses

If your return trip is delayed or interrupted due to a medical emergency or the death of a person you are travelling with who is also covered by this benefit, Worldwide Assistance will arrange for your meals and accommodations at a commercial establishment. We will pay a maximum of \$150 a day for each person for up to 7 days.

Worldwide Assistance will arrange for meals and accommodations at a commercial establishment, if you have been hospitalized due to a medical emergency while away from the province where you live and have been released, but, in the opinion of Worldwide Assistance, are not yet able to travel. We will pay a maximum of \$150 a day for up to 5 days.

**Travel expenses
home if stranded**

Worldwide Assistance will arrange and, if necessary, advance funds for transportation to the province where you live:

- for you, if due to a medical emergency, you have lost the use of a ticket home because you or a dependent had to be hospitalized as an in-patient, transported to a medical facility or repatriated; or
- for a child who is under the age of 16, or mentally or physically handicapped, and left unattended while travelling With you when you are hospitalized outside the province where you live, due to a medical emergency.

If necessary, in the case of such a child, Worldwide Assistance will also make arrangements and advance funds for a qualified attendant to accompany them home. The attendant is subject to the approval of you or a member of your family.

We will pay a maximum of the cost of the transportation minus any redeemable portion of the original ticket.

**Travel expenses of
family members**

Worldwide Assistance will arrange and, if necessary, advance funds for one round-trip economy class ticket for a member of your immediate family to travel from their home to the place where you are hospitalized if you are hospitalized for more than 7 consecutive days, and:

- you are travelling alone, or
- you are travelling only with a child who is under the age of 16 or mentally or physically handicapped.

We will pay a maximum of \$150 a day for the family member's meals and accommodations at a commercial establishment up to a maximum of 7 days.

Repatriation

If you die while out of the province where you live, Worldwide Assistance will arrange for all necessary government authorizations and for the return of your remains to the province where you live in a container approved for transportation. We will pay a maximum of \$5,000 per return.

Vehicle return

Worldwide Assistance will arrange and, if necessary, advance funds up to \$500 for the return of a private vehicle to the province where you live or a rental vehicle to the nearest appropriate rental agency if death or a medical emergency prevents you from returning the vehicle.

Lost luggage or documents

If your luggage or travel documents become lost or stolen while you are travelling outside of the province where you live, Worldwide Assistance will attempt to assist you by contacting the appropriate authorities and by providing directions for the replacement of the luggage or documents.

Coordination of coverage

If you are covered under this group plan and certain other plans, we will coordinate payments with the other plans in accordance with guidelines adopted by the Canadian Life and Health Insurance Association.

The plan from which you make the first claim will be responsible for managing and assessing the claim. It has the right to recover from the other plans the expenses that exceed its share,

Limits on advances

Advances will not be made for requests of less than \$200. Requests in excess of \$200 will be made in full up to a maximum of \$10,000.

The maximum amount advanced will not exceed \$10,000 per person per trip unless this limit will compromise your medical care.

Reimbursement of expenses

If, after obtaining confirmation from Worldwide Assistance that you are covered and a medical emergency exists, you pay for services or supplies that were eligible for advances, **Sun Life** will reimburse you.

To receive reimbursement, you must provide Sun Life with proof of the expenses within 30 days of returning to the province where you live. Your employer can provide you with the appropriate claim form.

**Your responsibility
for advances**

You will have to reimburse Sun Life for any of the following amounts advanced by Worldwide Assistance:

- any amounts which are or will be reimbursed to you by your provincial medicare plan.
- that portion of any amount which exceeds the maximum amount of your coverage under this plan.
- amounts paid for services or supplies not covered by this plan.
- amounts which are your responsibility, such as deductibles and the percentage of expenses payable by you.

Sun Life will bill you for any outstanding amounts. Payment will be due when the bill is received. You can choose to repay Sun Life over a 6 month period, with interest at an interest rate established by Sun Life from time to time. Interest rates may change over the 6 month period.

**Limits on
Emergency Travel
Assistance coverage**

There are countries where Worldwide Assistance is not currently available for various reasons. For the latest information, please call Worldwide Assistance before your departure.

Worldwide Assistance reserves the right to suspend, curtail or limit its services in any area, without prior notice, because of

- a rebellion, riot, military up-rising, war, labour disturbance, strike, nuclear accident or an act of God.
- the refusal of authorities in the country to permit Worldwide Assistance to fully provide service to the best of its ability during any such occurrence.

Worldwide Assistance will not provide services in the province where you live, or during any trip taken for the purpose of seeking medical attention.

**Liability of Sun Life
or Worldwide
Assistance**

Neither **Sun** Life nor Worldwide Assistance will be liable for the negligence or other wrongful acts or omissions of any physician or other health care professional providing direct services covered under this group plan.

no

Dental Care

Insurer	This benefit is insured by Sun Life Assurance Company of Canada.
General description of the coverage	<p>In this section, you means the employee and all dependents covered for Dental Care benefits.</p> <p>Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.</p> <p>For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the employee lives which was current one year prior to the date the eligible expenses were incurred, regardless of where the treatment is received.</p> <p>Services provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, paedodontics or orthodontics whose dental practice is limited to that speciality are limited to the amount payable under the Fee Guide for general practitioners.</p> <p>If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.</p> <p>An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.</p> <p>The benefit year is from February 1, 2000 to December 31, 2000, and then from January 1 to December 31.</p>

Deductible	There is no deductible for this coverage.
Benefit year maximum	<p>We will not pay more than:</p> <ul style="list-style-type: none"> ■ \$2,500 per person for each benefit year for Preventive and Basic dental procedures combined. ■ \$1,000 per person for each benefit year for Major dental procedures.* <p>"Effective March 1, 2000: We will not pay more than:</p> <ul style="list-style-type: none"> ■ \$1,000 per person for each benefit year for procedures related to dentures. ■ \$1,500 per person for each benefit year for all other major dental procedures. major dental
Lifetime maximum	The maximum amount we will pay for all Orthodontic procedures in a person's lifetime is \$1,000 (\$1,500 effective March 1, 2000).
Predetermination	We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$200. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.
Preventive dental procedures	<p>Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.</p> <p>We will pay 100% of the eligible expenses for these procedures.</p>
<i>Oral examinations</i>	<p>1 complete examination every 36 months.</p> <p>1 recall examination every 9 months.</p>

Emergency or specific examinations.

X-rays 1 complete series of x-rays or 1 panorex every 36 months.

1 set of bitewing x-rays every 9 months.

X-rays to diagnose a symptom or examine progress of a particular course of treatment.

Other services Required consultations with another dentist.

Polishing (cleaning of teeth) once every 9 months.

Topical fluoride treatment once every 9 months, for children under the age of 18.

Emergency or palliative services.

Diagnostic tests **and** laboratory examinations.

Removal of impacted teeth and related anaesthesia.

Provision of space maintainers for missing primary teeth.

Pit and fissure sealants.

Oral hygiene instruction once per lifetime.

Basic dental procedures

Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth.

We will pay 100% of the eligible expenses for these procedures.

Fillings Amalgam, composite for front teeth, acrylic, or equivalent.
Effective June 1, 2000: Amalgam, composite, acrylic, or equivalent.

Extraction of teeth Removal of teeth, except removal of impacted teeth (*Preventive dental procedures*).

<i>Basic restorations</i>	Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns.
<i>Endodontics</i>	Root canal therapy and root canal fillings, treatment of disease of the pulp tissue and chemical bleaching.
<i>Periodontics</i>	Treatment of disease of the <i>gum</i> and other supporting tissue, excluding temporomandibular joint (TMJ) treatment. Occlusal equilibration, 8 units every 12 months.
<i>Oral surgery</i>	Surgery and related anaesthesia, including transplantation of erupted teeth, other than: removal of impacted teeth (<i>Preventive dental procedures</i>), implants, transplants of unerupted teeth and repositioning of the jaw.
Major dental procedures	Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges. We will pay: <ul style="list-style-type: none"> ▪ 50% for procedures related to dentures, procedures. and 100% for all other procedures.
<i>Major restorations</i>	Inlays and onlays. Crowns and repairs to crowns, other than prefabricated metal restorations (<i>Basic dental procedures</i>).
Repair	Repair of bridges.* Effective March 1, 2000: Repair of bridges or dentures.
<i>Rebase or reline</i>	Effective March 1, 2000: Rebase or reline of an existing partial or complete denture.
<i>Prosthodontics</i>	Construction and insertion of bridges (or standard dentures effective March 1, 2000). Charges for a replacement bridge or replacement standard denture are not considered an eligible expense during the 5 year period following the construction or insertion of a previous bridge or standard denture unless:

- it is needed to replace a bridge or standard denture which has caused temporomandibular joint disturbances and which cannot be economically modified to correct the condition.
- it is needed to replace a transitional denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.
- it is needed to replace a bridge or denture due to an accidental injury.

Diagnostic casts.

Orthodontic procedures

Your dental benefits include procedures used to treat misaligned or crooked teeth. Only persons age 6 or over are covered for these procedures.

We will pay **50% of** the eligible expenses for these procedures.

Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.

The following orthodontic procedures are covered

- interceptive, interventive or preventive orthodontic services, other than space maintainers (*Preventive dental procedures*).
- comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.

When coverage ends Dental Care coverage will end on the last day **of** the month in which the employee retires or reaches age 65, whichever is earlier.

Payments after coverage ends

If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.

What is not covered We will not pay for services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.

We will not pay for services or supplies that are not usually provided to treat a dental problem, including experimental treatments.

We will not pay for:

- procedures performed primarily to improve appearance.
- the replacement of dental appliances that are lost, misplaced or stolen.
- charges for appointments that you do not keep.
- charges for completing claim forms,
- supplies usually intended for sport or home use, for example, mouthguards.
- procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- participation in a criminal offence.

We will not pay benefits when compensation is available under a Workplace Safety Insurance Board, Criminal Injuries Act or similar legislation.

**When and how to
make a claim**

To make a claim, complete the claim form that is available from **your** employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 **days** after the earlier of

- the end of the benefit year **during** which you incur the expenses, or
- the end of your Dental Care coverage.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional **information** that we consider necessary.

Life Coverage

insurer **This benefit is insured by Sun Life Assurance Company of Canada.**

General description of the coverage Your Life coverage provides a benefit for your beneficiary if you die while covered.
Effective March 1,2000:
Your spouse's Optional Life coverage provides a benefit if your spouse dies while covered.

Basic Life coverage for you

Amount Your Life benefit is 2 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$300,000.

Coverage ends Your coverage will end on the last day of the month in which you retire or reach age 65, whichever is earlier.

Optional Life coverage for you Effective March 1, 2000

Amount You can choose coverage in units of \$10,000. The maximum amount of coverage is \$200,000.

Proof of good health Required on all optional amount of coverage.

Coverage ends Your coverage will end on the last day of the month in which you retire or reach age 65, whichever is earlier.

Optional life coverage for your spouse Effective March 1, 2000

Amount You can choose Optional Life coverage for your spouse in units of \$10,000 up to a maximum of \$200,000.

Proof of good health Required on all optional amount of coverage.

<i>Coverage ends</i>	Optional coverage for your spouse will end on the last day of the month in which you retire or reach age 65, whichever is earlier.
Who we will pay	<p>If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.</p> <p>If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.</p> <p>For your spouse's optional coverage, Sun Life will pay the full amount of the benefit to the last named beneficiary on file with Sun Life. If you have not named a beneficiary, the benefit amount will be paid to you.</p>
Suicide	If you or your spouse have any optional coverage that has been in effect for less than 2 years, we will not pay benefits if death is by suicide, while sane or insane. However, we will refund all applicable Life coverage premiums that have been paid.
Coverage during total disability	<p>If you become totally disabled before you retire or reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.</p> <p>Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.</p> <p>If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.</p> <p>Total disability must continue for at least an uninterrupted period of 6 months.</p>

This coverage will continue without payment of premiums until the date you cease to be totally disabled or the date you fail to give Sun Life proof of your continued total disability, whichever is earlier.

Effective March 1, 2000: Spouse Optional Life coverage will also continue without payment of premiums, as long as your Life coverage is continued without payment of premiums, but not after the Spouse Optional Life benefit is terminated.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience.

Effective March 1, 2000: For the purposes of your Life coverage, for the first 24 months, you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation. Afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

If your spouse's Life coverage ends for any reason other than your request, your spouse may apply to convert the group Life coverage to an individual Life policy with Sun Life without providing proof of good health.

The request must be made within 31 days of the reduction or end of the Life coverage,

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

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**When and how to
make a claim**

Claims for Life benefits must be made as soon as reasonably possible.
Claim forms are available from your employer.

Long Term Disability

Insurer

This benefit is insured by UNUM Life Insurance Company of America

Certificate of coverage

This is your certificate of coverage for Long Term Disability as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place,

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the Policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The certificate of coverage is a summary of some of the important provisions contained in the policy. You may contact your plan administrator or UNUM's claims paying office for more detailed policy information. The statements contained in this certificate are not part of the master policy and are not terms of the insurance contract.

The policy is delivered in and is governed by the legislation of the governing jurisdiction. When making a benefit determination under the policy, UNUM has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

UNUM Life Insurance Company of America
Canadian Operations
18 King Street East, Suite 1000
Toronto, Ontario M5C 2Z5

Claims Service Phone Number: 1-800-669-0736

Benefits at a glance**LONG TERM DISABILITY PLAN**

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

EMPLOYER'S ORIGINAL PLAN

EFFECTIVE DATE: February 1, 2000

POLICYHOLDER The Corporation of the Town of Oakville

POLICY NUMBER 85986 021

ELIGIBLE GROUP(S):

All Eligible Employees of CUPE 1329 in active employment

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 25 hours per week.

WAITING PERIOD:

For employees in an eligible group on or before February 1, 2000: First of the month coinciding with or next following 3 months of continuous active employment

For employees entering an eligible group after February 1, 2000: First of the month coinciding with or next following 3 months of continuous active employment

You must be in continuous active employment in **an** eligible group during the specified waiting period.

ELIMINATION PERIOD:

The later of

- 105 days; or
- the date your accumulated sick leave or salary continuation payments end, if applicable.

Benefits begin the day after the elimination period is completed. You must be continuously disabled through your elimination period. UNUM will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

MONTHLY BENEFIT:

The least of Items 1, 2 or 3 below:

1. 66.67% of pretax monthly earnings, less 100% of direct deductible sources of income;
2. if the monthly benefit is taxable, 85% of pretax monthly earnings, less 100% of direct and indirect deductible sources of income; or

if the monthly benefit is nontaxable, 85% of post-tax monthly earnings, less 100% of direct and indirect deductible sources of income;
3. \$5,000, the maximum monthly benefit.

Your payment may be reduced by disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.

DEDUCTIBLE SOURCES OF INCOME:

DIRECT:

- Workers' Safety Insurance Board or similar legislation
- your disability or retirement payments under CPP, QPP or similar legislation
- family disability or retirement payments under CPP, QPP or similar legislation

INDIRECT:

- compulsory benefit act or legislation
- automobile liability insurance policy, where permitted by legislation
- other group insurance plan, including association or franchise
- governmental retirement system, as a result of your job with your employer
- your disability or retirement payments under your Employer's retirement plan
- third party settlement

Once UNUM has subtracted any deductible source of income from your monthly benefit, UNUM will not further reduce your benefit due to a cost of living increase from that source.

When we determine that you qualify for deductible sources of income, we may estimate your entitlement to these benefits. We may reduce your benefit by the estimated amounts.

MAXIMUM PERIOD OF PAYMENT:

Age at Disability Maximum Period of Payment

Less than age 64	The last day of the month in which you turn 65, but not less than 1 year
64 but less than 65	1 year

OTHER FEATURES:

- Continuity of coverage upon transfer of insurance carriers
- Conversion of coverage may be available upon employment termination
- Noncontributory coverage

GROSS DISABILITY PAYMENT means the benefit amount before UNUM subtracts deductible sources of income and disability earnings.

General Information**WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your waiting period.

WHEN DOES YOUR COVERAGE BEGIN?

When your Employer pays 100% of the cost of your coverage under a plan, you **will** be covered at 12:01 a.m. on the date you are eligible for coverage.

WHEN DOES YOUR COVERAGE END?

Your coverage under the policy or a plan ends on the earliest of:

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions;

- the last day you are in active employment except as provided under the covered layoff, leave of absence, pregnancy and parental leave of absence, and lawful strike and lockout provisions of the policy; or
- the last day **of** the month in which you turn 65.

In the event your employment is terminated by your Employer, and your Employer has not provided you with written notification of your termination, coverage will be extended for the period of notice as required by federal or provincial employment standards legislation. In no event will your coverage extend beyond the date this policy terminates.

If you work and reside in Quebec, your coverage will terminate automatically and without notice as soon as anything happens which otherwise would cause UNUM to violate the Revised Statutes of Quebec, Chapter A-29.01, as amended.

Long term disability benefit information

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when UNUM determines that:

- you are limited from performing the material and substantial duties of your **regular occupation** due to your sickness or injury;
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury; and
- during the elimination period, you are unable to perform any of the material and substantial duties of your regular occupation.

After 24 months of payments, you are disabled when UNUM determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

REGULAR OCCUPATION means the occupation you are routinely performing when your disability begins. UNUM will look at your

occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific employer or at a specific location.

INDEXED MONTHLY EARNINGS means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

GAINFUL OCCUPATION means an occupation that is or can be expected to provide you with an income at least equal to your gross disability payment within 12 months of your return to work.

WHAT ARE YOUR monthly EARNINGS?

"Monthly earnings" or "pretax monthly earnings" means your monthly income, before deductions for federal and provincial taxes, from your Employer in effect just prior to your date of disability. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

"Post-tax monthly earnings" means your monthly earnings as defined above, less federal and provincial taxes.

HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?

Your monthly payment may be reduced by earnings you receive while you are disabled and working. Your payment will be based on the percentage of income you are losing due to your disability.

During the first 24 months of disability payments, if your monthly disability earnings exceed 80% of your indexed monthly earnings, UNUM will stop sending you payments and your claim will end.

Beyond 24 months of disability payments, if your monthly disability earnings exceed the gross disability payment, UNUM will stop sending you payments and your claim will end.

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

UNUM will send you a payment each month up to the maximum period of payment shown in the "Benefits At A Glance" section.

We will stop sending you payments and your claim will end on the earliest of the following:

- during the first 24 months of payments, when you are able to work in your regular occupation on a part-time basis but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan;
- the date you fail to submit proof of continuing disability;
- the date your disability earnings exceed the amount allowable under the plan; or
- the date you die.

WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries
- active participation in a riot
- loss of a professional license, occupational license or certification
- attempt to commit or commission of a crime under provincial or federal law
- commission of a crime for which you have been convicted under provincial or federal law
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

UNUM will not pay a benefit for any period of disability during which you are incarcerated.

WHAT IS A PRE-EXISTING CONDITION?

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; or you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

Long term disability claim Information**WHEN DO YOU NOTIFY UNUM OF A CLAIM?**

Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send UNUM written proof of your claim no later than 90 days after the date your disability begins. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us.

You must notify us immediately when you return to work in any capacity.

HOW DO YOU FILE A CLAIM?

You and your Employer must fill out your own sections of the claim form and then give it to your attending doctor. Your doctor should fill out his or her section of the form **and** send it directly to UNUM.

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

Your proof of claim, provided at your expense, must show:

- that you are under the regular care of a doctor, as defined in the policy;

- the appropriate documentation of your monthly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and
- the name and address of any hospital or institution where you received treatment, including all attending doctors.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. This proof, provided at your expense, must be received within 30 days of a request by us.

In some cases, you will be required to give **UNUM** authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. **UNUM** will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

Basic Accidental Death and Dismemberment

Insurer

This benefit is insured by ACE INA Insurance

COVERAGE

This benefit is payable, in addition to any other insurance benefits, for paralysis, loss of life, limb, sight, speech or hearing which is the result of accidental bodily injuries **and** which occur within 365 days from the date of the accident.

This coverage applies 24 hours a day, 365 days a year, on or off the job, anywhere in the world, including while travelling (passenger only) in commercial or chartered aircraft.

ELIGIBILITY

Will duplicate the eligibility definition for the group life insurance plan, with the exception of retired employees who are excluded from coverage.

Benefit amount

You will be covered for an amount equal **to** your Group Life Insurance benefit.

Coverage reduces and terminates as per the terms under the Group Life Insurance policy.

In the event of your death, the Benefit Amount is payable to the beneficiary you have named under your Group Life Insurance Plan or in the absence **of** such designation, to your Estate.

Schedule of Losses**Accidental Death, Dismemberment, Loss of Sight & Paralysis**

If such injuries shall result in any one of the following specific losses within one year from the date of accident, ACE INA Insurance will pay the percentage of the Benefit amount specified below, which is equal to the amount stated in the Benefit amount section; provided, however, that not more than one (the largest) of such benefits shall be paid with respect to injuries resulting from one accident.

For Loss of	Percentage of the Benefit Amount
Life	100%
Both Hands, Both Feet, Entire of Sight of Both Eyes, One Hand and One Foot, One Hand or One Foot and Entire Sight of One Eye	100%
Speech and Hearing	100%
Use of Both <i>Arms</i> or Both Hands	100%
Quadriplegia, Paraplegia, Hemiplegia	200%
One Arm or One Leg or Use of One Arm or One Leg	75%
One Hand or One Foot or Use of One Hand or One Foot	66 2/3%
Entire Sight of One Eye	66 2/3%
Speech or Hearing	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	25%
All Toes of the Same Foot	12 1/2%

"Loss" shall mean, with respect to hand or foot, actual severance through or above the wrist or ankle joint; with respect to arm or leg, actual severance through or above the elbow or knee joint; with respect to eye, the total and irrecoverable loss of sight; with respect to speech, the total and irrecoverable loss of speech which does not allow audible communication in any degree; with respect to hearing, the total and irrecoverable loss of hearing which cannot be corrected by any hearing aid or device; with respect to thumb and index finger, actual severance through or above the first phalange; with respect to fingers, the actual severance through or above the first phalange of all four fingers of the same hand; with regard to toes, the actual severance of both phalanges **of** all toes of the same foot.

"Loss" as used with reference to Quadriplegia (paralysis of both upper and lower limbs), Paraplegia (paralysis of both lower limbs) and Hemiplegia (paralysis **of** upper and lower limbs of one side of the body), means the complete and irrecoverable paralysis of such limbs.

"Loss of Use" shall mean the total and irrecoverable loss of function of an arm, hand or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to ACE INA Insurance to be permanent.

Rehabilitation Benefit

When injuries shall result in a payment being made by ACE INA Insurance under the Schedule of Losses excluding the Loss of Life benefit provided **by** the policy, ACE INA Insurance will also pay the reasonable and necessary expenses actually incurred up to a limit of \$15,000 for special training provided:

- (a) such training is required because of such injuries and in order for you to be qualified to engage in an occupation in which you **would** not have been engaged except for such injuries;
- (b) expenses be incurred within three years from the date of the accident;
- (c) no payment will be made for ordinary living, travelling or clothing expenses.

Repatriation Benefit

When injuries covered by this policy result in a loss of life outside 100 km from your city of permanent residence or outside of Canada and occurs within 365 days from the date of the accident, ACE INA Insurance will pay the actual expense incurred for preparing the deceased for burial and shipment of the body to the city of residence of the deceased, but not to exceed \$15,000.

Family Transportation Benefit

When injuries covered by this policy, result in your confinement as an inpatient in a hospital outside 150 km from your city of permanent residence or outside of Canada and requires personal attendance of a member of your immediate family as recommended by the attending physician, in writing, ACE INA Insurance will pay for the expense incurred by the member of your immediate family, for the transportation by the most direct route by a licensed common carrier to you while confined, but not to exceed an amount of \$15,000.

"Member of your immediate family" means your spouse, legal or common-law, parents, grandparents, children over age 18, brother or sister.

Spousal Occupational Training Benefit

When injuries to you result in a payment being made by ACE INA Insurance under the **Loss** of Life benefit, ACE INA Insurance will pay in addition:

the expenses actually incurred, within 3 years from the date of the accident, by **your spouse** for a formal occupation training program for the purpose of specifically qualifying your spouse **to** gain active employment in an occupation for which your spouse would otherwise not have sufficient qualifications.

The maximum payable hereunder is \$15,000.

Home Alteration and Vehicle Modification

In the event you sustain an injury which results in a payment being made under the Schedule of Losses excluding the **Loss** of Life Benefit and such injury subsequently requires the use of a wheelchair to be ambulatory, ACE INA Insurance will pay the reasonable and necessary expenses actually incurred within 365 days from the date of accident for:

1. the one-time cost **of** alterations to your principal residence to make it wheelchair accessible and habitable; and
2. the one-time cost of modifications necessary to a motor vehicle utilized by you to make the vehicle accessible or driveable for you.

Benefit payments herein will not be paid unless:

- (i) home alterations are made by a person or persons experienced in such alterations and recommended by a recognized organization, providing support and assistance to wheelchair users; and
- (ii) vehicle modifications are carried out by a person or persons with experience in such matters and modifications are approved by the Provincial vehicle licensing authorities.

The maximum payable under both Items 1. and 2. combined will not exceed \$15,000.

Day Care Benefit

If you suffer a loss of life in a covered accident while the policy is in force, ACE INA Insurance will pay, in addition to all other benefits payable under the policy a "Day Care Benefit" equal to the reasonable and necessary expenses actually incurred, subject to the lesser **of** 5% of your Benefit amount or a maximum of \$5,000 per year, on behalf of your dependent child who is enrolled in a legally licensed Day Care centre on the date of the accident or who enrolls in a legally licensed Day Care centre within 365 days following the date of the accident.

The “Day Care Benefit” will be paid each year for 4 consecutive years, but only upon receipt of satisfactory proof that your child is enrolled in a legally licensed Day Care centre.

“Dependent Child” means either a legitimate or illegitimate child, adopted child, step-child or any child who is in a parent-child relationship with you and who is unmarried, twelve (12) years of age and under and dependent upon you for maintenance and support.

Special Education Benefit

If you suffer a loss of life in a covered accident while the policy is in force, ACE INA Insurance will pay, in addition to all other benefits payable under this policy, a “Special Education Benefit” equal to 5% of your Benefit amount, (subject to a maximum of \$5,000 per year), on behalf of any dependent child who, on the date of the accident, was enrolled as a full-time student in any institution of higher learning beyond the 12th or 13th grade level, or was at the 12th or 13th grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of the accident.

The “special education benefit” is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his/her education as a full-time student in an institution of higher learning.

Continuance of Coverage

If you are (1) laid off on a temporary basis, (2) temporarily absent from work due to short-term disability, (3) on leave of absence, or (4) on maternity leave, coverage shall be extended for 12 months, subject to the payment of premiums.

If you assume other occupational duties during the leave or lay-off period, no benefits shall be payable for a loss occurring during the performance of such other occupation.

Seat Belt Benefit

In the event you sustain an injury which results in a payment being made under the Schedule of Losses, your Benefit amount will be increased by 10%, if, at the time of the accident, you were driving or riding in a Vehicle and wearing a properly fastened Seat Belt.

Due proof of Seat Belt use must be provided as part of the written proof of loss.

“Vehicle” means a private passenger car, station wagon, van, or jeep-type automobile.

“Seat Belt” means those belts that form a restraint system.

Conversion Privilege

On the date of termination of employment **or** during the 31-day period following termination of employment, you may convert your insurance to an individual insurance policy of ACE INA Insurance. The individual policy will be effective either as of the date that the application is received by ACE INA Insurance or on the date that coverage under the group policy ceases, whichever occurs later. The premium will be the same, as a person would ordinarily pay when applying **for** an individual policy at that time. Application for an individual policy may be made at any office of ACE INA Insurance. The amount of insurance benefit converted to shall not exceed that amount issued during employment

Waiver of Premium

If you are under age 65 and become totally disabled* while you are insured under this plan and satisfactory evidence of your total disability is provided to ACE INA Insurance on an annual basis, payment of premium will be waived until the earlier of the following occurs:

- (a) you return to active employment with your Employer;
- (b) you attain age 65;

(c) the master policy underwritten by ACE INA Insurance is terminated.

Once you return to active employment with your Employer, your coverage will continue only upon the commencement of premium payments.

*You will be considered totally disabled if you are unable to engage in any business or occupation and perform in any work for compensation or profit for a time period in accordance with the waiver of premium requirements under the Group Life Insurance policy issued to your Employer.

Exclusions

The plan does not cover any loss, which is the result of

1. intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
2. war or any act thereof;
3. flying in aircraft owned or leased by your employer, yourself or a member of your household, or aircraft being used for any test or experimental purpose, firefighting, powerline inspection, pipeline inspection, aerial photography or exploration;
4. flying as pilot or crew member in any aircraft or device for aerial navigation;
5. full-time, active duty in the armed forces.

Exposure and Disappearance:

Loss resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the benefits afforded you.

If your body has not been found within one year of the disappearance, stranding, sinking or wrecking of the conveyance in which you were riding at the time of the accident it shall be presumed, subject to all other conditions of this policy, that you suffered a loss of life resulting from bodily injuries sustained in an accident covered under this policy.

HOW TO CLAIM

NOTE: In the event of a claim, notice of claim must be given to ACE INA Insurance within 30 days from the date of accident and subsequent proof of claim must be submitted to ACE INA Insurance within 90 days from the date of the accident. A claim form can be obtained from the benefits administrator.

This wording has been prepared in connection with a group plan underwritten by ACE INA Insurance, For ease of reference it contains a brief description only and does not mention every provision of the contract issued. Please remember that rights and obligations are determined in accordance with the contract and not this wording. For the exact provisions applicable, please consult your Employer.

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AMENDMENT #2
[replaces Pages 30 and 32]

TO: All Cupe 1329 Active and Retired Employees
Classes 6, 13 replaces pages 30, and 32

DATE: May 2002

FROM: Payroll and Human Resources

RE: Changes in Dental Coverage

The purpose of this memo is to outline the changes that will be implemented to your benefit plan effective January 1, 2002. For easy reference, ensure that you file this document with your employee booklet. Actual wording changes to the plan are bolded and underlined.

This announcement replaces the Benefit Year Maximum as detailed under the Dental Care Section Page 30 of your employee booklet.

Benefit Year Maximum: Effective January 1, 2002

We will not pay more than:

- \$2,500 per person for each benefit year for Preventive and Basic dental procedures,
- \$1,000 per person for each benefit year for procedures related to dentures,
- **\$1,500 per person for each benefit year for all other Major dental procedures.**

This announcement replaces the Major Dental Procedures as detailed under the Dental Care Section Page 32 of your employee booklet.

Major Dental Procedures; Effective January 1, 2002

Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures, and bridges.

Of the eligible expenses, we will pay:

- 50% for procedures related to dentures, and
- 100% for all other procedures.

If you have any questions, please contact Brenda Beach Ext 3082, or Thelma Payne, Ext 3075.

Thank you.

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AMENDMENT #1

[replaces Pages 10-13]

TO: All CUPE 1329 Active and Retired Employees
Classes 6, 6A, 13, 13A, replaces pages 10-13

DATE: August 2000

FROM: Payroll and Human Resources

RE: Changes in Prescription Drug Coverage

The purpose of this memo is to outline the changes that will be implemented to your benefit plan effective September 1, 2000.

The prescription drug plan will change to a one-tier plan (Plan 84). This plan will cover 100% of the cost of eligible drugs and supplies that legally require the written prescription of a doctor or dentist and are obtained from a pharmacist. This essentially provides coverage for medically necessary drugs and medicines (for which there is no coverage from the Provincial Health plan) for those expenses which are considered reasonable and customary for the drug provided in the area where the expense was incurred.

The dispensing fee will be limited to \$8.00 per prescription.

Life-sustaining drugs, as mentioned below, will be covered:

- anti-convulsants
- mydriatics, cycloplegics, miotics
- anti-angina agents, anti-arrhythmic agents, cardiotonics, enzymatic debriding agents, topical coronary vasodilators, vasoconstrictors and vasopressors
- bronchodilators and mucolytics
- anti-parkinsonians

For the following expenses, you should use your drug card:

- medication listed in the Federal or Provincial Drug Schedules which has a Drug Identification Number (DIN) and requires a prescription
- injectable drugs, insulin and allergy extracts with a **DIN**
- preparations and compounds of which at least one ingredient is an eligible drug under this benefit
- diabetic supplies, including lancets
- products to help a person quit smoking that require a prescription, up to a lifetime maximum of \$500 for each person
- drugs for the treatment of infertility up to a maximum of \$2,500 for each person

For the following expenses, you must submit a claim to Sun Life for reimbursement:

- compound serums that require a prescription
- intrauterine devices (IUDs)
- colostomy supplies
- varicose vein injections, if medically necessary

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34-day period, or, in the case of the following maintenance drugs, in a 100-day period as ordered by a doctor:

Antiasthmatics, antibiotics for acne, anticoagulants, anticonvulsants, antihypertensives, antiparkinsons, antituberculosis, cardiac agents, hypoglycemic, medications for glaucoma, estrogen, oral contraceptives, potassium replacements and thyroid agents.

The following items are not eligible, even when prescribed:

- vaccines
- infant formula (milk and milk substitutes), minerals, proteins, vitamins and collagen implants
- the cost of giving injections, serums and vaccines
- medicines obtained from a doctor or dentist
- treatments for weight loss, including drugs, proteins and food or dietary supplements

- muscle relaxants which do not require a prescription
- hair growth stimulants
- products to help you quit smoking that do not require a prescription
- diaphragms
- Viagra
- Norplant

This announcement replaces the Prescription Drug Section under the Extended Health Care portion of your employee booklet. For easy reference, ensure that you file this document with your employee booklet.

If you have any questions, please contact, Thelma Payne, ext. 3075 or Brenda Beach, ext. 3082.

Thank you.

Respecting Your Privacy

At Sun Life, protecting your privacy is a priority. In providing our services to you, we must gather personal information. We know we have been entrusted with a serious responsibility. That is why we are committed to maintaining the confidentiality of your information.

Our Commitment to Confidentiality

All our files are kept for the purpose of providing insurance products, annuities and other financial and administrative services that are right for you. We only collect information that is pertinent for this purpose.

Access to files is restricted to those employees and representatives of Sun Life who need the information to do their jobs. These individuals may only use the information for work-related activities. All employees of The Sun Life Companies must commit to our Code of Business Conduct, which includes rules for protecting the confidentiality of your personal information.

For our insurance products, Sun Life may need medical information about you. This information will not be released without your consent and it will not be shared with other Sun Life companies.

To best serve your financial needs, non-medical information may be exchanged, with your consent, among The Sun Life Companies.

Your Right to Access Your Files

We will be pleased to give you access to the information about you contained in your file. By sending a written request to us, you can ask that inaccurate information be corrected or amended, or that obsolete information be deleted.

If we have medical information about you that was not obtained directly from you, we may release some or all of this information to you only through your physician.

To find out how to access your file or if you have any questions, please contact:

Assistant Vice President, Public Relations
Sun Life Assurance Company of Canada
225 King Street West
Toronto, ON
M5V 3C5

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