

COLLECTIVE AGREEMENT

Between:

VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called the "Union")

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TABLE OF CONTENTS

ARTICLE 1 – PURPOSE.....	2
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - MANAGEMENT FUNCTION.....	2
ARTICLE 4 - DEFINITIONS.....	2
ARTICLE 5 - DISCRIMINATION.....	3
ARTICLE 6 - NO STRIKE, NO LOCKOUT.....	4
ARTICLE 7 - ASSOCIATION SECURITY.....	4
ARTICLE 8 - ASSOCIATION REPRESENTATION.....	5
ARTICLE 9 - GRIEVANCE PROCEDURE.....	6
ARTICLE 10 – SENIORITY AND JOB SECURITY.....	8
ARTICLE 11 - LEAVES OF ABSENCE.....	12
ARTICLE 12 - HOURS OF WORK AND SCHEDULING.....	16
ARTICLE 13 - PREMIUM PAY.....	19
ARTICLE 14 - DESIGNATED HOLIDAYS.....	21
ARTICLE 15 - VACATIONS.....	22
ARTICLE 16 - PENSION AND BENEFITS.....	24
ARTICLE 17 - WAGES.....	26
ARTICLE 18 - PROFESSIONAL RESPONSIBILITY.....	27
ARTICLE 19 - MODIFIED WORK.....	27
ARTICLE 20 - MISCELLANEOUS.....	28
ARTICLE 21 - ACCESS TO FILE.....	29
ARTICLE 22 - TERMINATION AND RENEWAL.....	29
APPENDIX “A”.....	31
SALARY SCHEDULE.....	31
LETTER OF UNDERSTANDING.....	32
Re: Shift Nursing Program.....	32
LETTER OF UNDERSTANDING.....	34
Re: “Employee Benefits”.....	34
LETTER OF UNDERSTANDING.....	35
Re: Split Shifts	35

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association and to provide a means for the prompt settlement of disputes. Salaries and hours of work and other conditions of employment are mutually established by this Collective Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible community health services.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Association as the bargaining agent for all registered nurses engaged in a nursing capacity by Victorian Order of Nurses, Toronto-York Region Branch in ***Metropolitan Toronto and York Region***, save and except Supervisors and persons above the rank of Supervisor.
- 2.02 The branch shall assign work, duties, and responsibilities in accordance with the ***Regulated Health Professions Act, 1991, S.O. 1991, c.18*** and the guidelines established by the College of Nurses of Ontario

ARTICLE 3 - MANAGEMENT UNCTION

- 3.01 The Employer retains the rights of Management save insofar as they are modified by this Agreement. Without limiting the generality of the foregoing, the Employer retains the sole right to:
- (a) Direct the nurses, assign work, hire, discharge, classify, promote, demote, transfer, layoff, suspend and otherwise discipline a nurse for cause. A claim that a nurse has been improperly classified or has been demoted, discharged, suspended or otherwise disciplined, without just cause, may be the subject of a grievance.
 - (b) Determine the methods, schedules, procedures, programs, locations, equipment, means of transportation while on duty, areas in which the nurses work, numbers of nurses and staff requirements.
- 3.02 The above rights shall not be exercised in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 The following definitions shall be applied to this Agreement:
- (a) A registered nurse is a person who is registered by the College of Nurses of Ontario in accordance with the ***Regulated Health Professions Act***.
 - (b) A "full-time" nurse shall mean a nurse who is employed on a permanent basis and is to regularly work the standard thirty-seven and one-half (37.5) hours per week.

- (c) A part-time nurse is one who is employed to work for less than the standard hours per week as specified in this Collective Agreement on a predetermined basis.
- (d) A casual nurse is a nurse who is employed on a relief basis. A casual nurse does not make any commitment to be available and may decline work that is offered.
- (e) A shift nurse is a registered nurse who provides nursing care to a single client for more than three hours at a time. A shift nurse may also work in a clinic.
- (f) A temporary nurse is a nurse hired on a term basis or to replace nurses on leaves of absence, including pregnancy and adoption leave, for a fixed period of time. The temporary position shall be posted in accordance with Article 10 of this agreement. If the temporary position is filled by a nurse currently employed with the Employer, then at the conclusion of the fixed term, she shall return to her former position. A nurse hired on this basis shall be deemed to be in the bargaining unit. The parties agree that such a temporary nurse shall have no claim to the position which is being temporarily filled beyond twelve (12) months unless mutually agreed between the Employer and the Association.

The temporary nurse who is a new hire shall be covered by all the terms of the Collective Agreement, except that she shall have no right to retain her fixed term job. At the conclusion of the fixed term job this nurse shall not be able to displace any nurse that was hired during her term. If this nurse, however, is hired as a fulltime or a part-time nurse during her fixed term, then the time worked shall be considered part of her probationary period for the full-time or part-time position. The nurse who is a new hire will receive percentage in lieu of benefits while in the temporary position.

If a temporary position is renewed or continued beyond the fixed term, the position shall be reviewed to determine if it should be posted under Article 10.05 (a) of the Collective Agreement.

ARTICLE 5 - DISCRIMINATION

- 5.01 The Employer and the Association agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any nurse because of her membership or non-membership in the Association or activity or lack of activity on behalf of the Association or by reason of exercising her rights under the Collective Agreement.
- 5.02 The Association agrees that there will be no Association activity, solicitation for membership, or collection of Association dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 5.03 It is agreed that there will be no discrimination by either party or by any other employees on the basis of race, ancestry, place of origin, colour, ethnic origin,

citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.

- 5.04 (a) "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome.
- (b) Every person who is an Employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap.
- (c) Every person who is an Employee has the right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another Employee.

The Association and the Employer agree to abide by the *Ontario Human Rights Code*. Grievances under this clause will be handled with all possible confidentiality and dispatch.

ARTICLE 6 - NO STRIKE, NO LOCKOUT

- 6.01 The Association agrees that there shall be **no** strike and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations *Act*.

ARTICLE 7 - ASSOCIATION SECURITY

- 7.01 The Employer will deduct from each nurse covered by this Agreement an amount equal to the regular monthly Association dues designated by the Association.
- 7.02 Such dues shall be deducted monthly and, in the case of newly employed nurses, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time nurse in a month in which the nurse does not work.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Association and the Provincial Secretary-Treasurer of the Association shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.04 In consideration of the deducting and forwarding of Association dues by the Employer, the Association agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts deducted under this Article shall be remitted monthly to the Provincial Secretary-Treasurer. In remitting such dues, the Employer shall provide a list of nurses from whom deductions were made, including their social insurance numbers.

7.06 The Employer agrees that an officer of the Association or a Nurse Representative shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed nurses during their probationary period. During such interview, membership forms may be provided to the nurse. These interviews shall be scheduled in advance, at the start of the day, by the Employer and may be arranged collectively.

The Nurse Representatives shall incorporate this time into her normal daily activities.

7.07 A copy of this Collective Agreement shall be issued by the Employer to each nurse in the employ of the Employer and to each nurse employed during the term of this Agreement and thereafter within six (6) weeks of the signing of the Collective Agreement. The cost of preparing such copies shall be borne equally by the Employer and the Association.

8 - ASSOCIATION REPRESENTATION

8.01 The Employer will recognize an Association Management Committee consisting of two (2) Nurse Representatives, appointed by the Association, and the Local President, and three (3) Employer Representatives. The purpose of this Committee shall be to discuss matters of mutual concern relating to the Employer nursing. Meetings shall be held at the request of either party. A written agenda will be submitted by the party requesting the meeting and will list matters which are to be discussed. The agenda will be submitted to the other party at least one (1) week in advance.

8.02 The Employer will recognize a Negotiating Committee composed of three (3) Association members for the purpose of meeting with the Employer to negotiate the renewal of the Agreement. The Association will provide the names of the Negotiating Committee at least one (1) week prior to the start of negotiations.

8.03 The Employer will recognize a Grievance Committee of three (3) Association members whose function will be to dispose of any grievance brought before it under Article 9 of this Agreement.

8.04 Occupational Health & Safety Committee

The Employer will recognize on its Occupational Health and Safety Committee two (2) Nurse Representatives appointed by the Association.

The parties agree to comply with the *Occupational Health and Safety Act* and any other provincial health and safety legislation and regulations.

Such committee may identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions relating to occupational health and safety.

Meetings shall be held every third month or more frequently if mutually agreed. The Committee shall maintain minutes of all meetings and make the same available for review

- 8.05 The Employer will pay members of committees at their respective salaries for all scheduled working hours spent by nurses at meetings with the Employer up to but not including conciliation.
- 8.06 The Association shall keep the Employer notified in writing of the names of the nurse representatives, Committee members and Officers of the Local Association appointed or elected under this Article as well as the effective date of their respective appointments.
- 8.07 All references to Nurse Representatives, Committee members and Officers in this Agreement shall be deemed to mean Nurse Representatives, Committee members or Officers of the Local Association employed by the Employer.
- 8.08 The nurse may elect to have a Union Representative at a meeting requested by a Manager which is exploratory in nature or fact finding. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The Employer and the Association agree it is important to adjust complaints and grievances as quickly as possible. It is understood that a nurse has no grievance until she has first discussed her complaint with her immediate supervisor without the matter being resolved.
- 9.02 In computing the days for taking any action or giving any notice, Saturdays, Sundays or holidays shall not be counted. A formal grievance shall be one having to do with the interpretation or alleged violation of this Agreement. All grievances shall be in writing and contain a statement of facts giving rise to the grievance, the redress sought, and indication of the Article(s) of this Agreement on which the grievance is based. A formal grievance must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 9.03 At the time formal discipline is imposed or at any stage of the grievance procedure, including the complaint stage, or at any time a nurse is being investigated, a nurse is entitled to be represented by her or his Union Representative. In the case of suspension or discharge, the Employer shall notify the nurse of this right in advance. The nurse will be informed of the nature of the meeting and the Association will be given as much advance notice as possible.
- The Employer agrees to provide written reasons within seven (7) calendar days to the affected nurse in the case of discharge or suspension and further agrees that it will not suspend, discharge or otherwise discipline a nurse who has completed her or his probationary period, without just cause.
- 9.04 The following shall be the procedure in handling and processing nurse grievances submitted by the nurse.
- (a) A complaint that has been discussed with the employee's immediate supervisor and has not been resolved may be submitted in writing to the Executive Director, or designate.

- (b) Once a grievance is initiated, the parties shall have a period, not to exceed forty **(40)** calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. The Association's Labour Relations Officer is entitled to attend such meetings at the request of either party.
- (c) If, after the end of such forty (40) calendar day period, the issue has not been resolved either party may inform the other party within fourteen (14) calendar days of its intent to forward the matter to arbitration. Such notice shall contain the name of the first party's appointee to an Arbitration Board. Where such written notice is post-marked within twelve (12) calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten **(10)** calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint a nominee, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The nominees shall agree on the selection of a Chair.
- (d) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as possible.

9.05 In the event a nurse other than a probationary nurse is discharged and it is considered that an injustice has been done, the matter may be submitted as a grievance to the Executive Director, or designate, no later than five (5) days of discharge.

9.06 A grievance arising directly between the Employer and the Association concerning the interpretation, application, administration or alleged violation of this agreement shall be submitted in writing to the Executive Director, or designate, within ten **(10)** days following the circumstances giving rise to the grievance. It is expressly understood however, that the provisions of this Article may not be used with respect to a grievance directly affecting a nurse or nurses which such nurse(s) could have themselves instituted and the regular grievance procedure shall not be thereby bypassed.

Note: **Any** of the time allowances may be extended by mutual agreement between the parties in writing.

9.07 Where a number of nurses have identical grievances and each nurse would be entitled to grieve separately they may present a group grievance in writing signed by each nurse who is grieving to the Executive Director, or designate within ten **(10)** calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurse(s).

9.08 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to

give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the chair.

- 9.09 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.
- 9.10 Wherever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall apply accordingly.

ARTICLE 10 – SENIORITY AND JOB SECURITY

- 10.01 A newly employed full-time nurse shall be considered a probationary nurse until she has completed three (3) months of continuous employment. A part-time nurse shall be considered a probationary nurse until she has completed four hundred and fifty (450) hours of service. With the written consent of the nurse, Labour Relations Officer and the Branch Executive Director or designate, the probationary period may be extended for a further three (3) months for a full-time nurse, and a further two hundred and twenty five (225) nursing hours for a part-time nurse. If accepted for permanent employment, her seniority shall commence from the date of her employment.
- 10.02 A seniority list shall be maintained for all nurses covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be filed with the President of the Local Association, or her designate, and posted in April and October of each year. There shall be separate seniority lists for full-time and part-time nurses. Full-time seniority will be accrued from date of hire subject to Article 10.03. Part-time seniority will be based on the number of hours worked.
- 10.03 A nurse who changes status shall retain her seniority. A nurse whose status is changed from full-time to part-time shall receive credit for her full seniority on the basis of 1500 hours worked for each year of full-time seniority. A nurse whose status is changed from part-time to full-time shall receive credit for her full seniority on the basis of one year of seniority for each 1500 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.
- 10.04 (a) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
- (i) on an approved leave of absence with pay;
 - (ii) on an approved leave of absence without pay of sixty (60) continuous calendar days or less;
 - (iii) when in receipt of paid sick leave, LTD or EI sick benefits;

- (iv) When in receipt of WSIB benefits for any injury sustained while in the employ of the Employer; or
 - (v) When on pregnancy/parental leave in accordance with the ***Employment Standards Act***.
- (b) Seniority shall be retained but not accumulated when a nurse is absent from work under the following circumstances:
- (i) approved leave of absence without pay of more than sixty (60) continuous calendar days;
 - (ii) when absent due to illness or disability for a period of one (1) year after her sick leave, LTD or EI sick benefits have been exhausted;
 - (iii) for a period of two (2) years after layoff due to reduction of required nursing staff;
 - (iv) when in receipt of WSIB benefits under circumstances other than those mentioned in 10.04 (a) (iv).
- (c) Seniority shall be lost and the nurse's employment terminated when he/she is absent from work under the following circumstances:
- (i) resignation;
 - (ii) discharged for just cause and such discharge is not reversed through the Grievance or Arbitration procedures;
 - (iii) failure to report for duty as scheduled and does not report as sick or offer reasonable explanation for the absence within three (3) days of his/her failure to report.
 - (iv) for a period of two (2) years after layoff, if he/she has not been recalled.
 - (v) failure, upon being notified of a recall, to signify her intention to return within five (5) days after she has received her notice of recall mailed by registered mail to her last known address according to the records of the Employer and fails to report to work at such time as has been mutually agreed upon by the parties unless there is an explanation satisfactory to the Employer;
 - (vi) when absent due to illness or disability for a period of two (2) years after her sick leave, LTD or EI sick benefits have been exhausted.

10.05

Job Postings

- (a) Where a vacancy or new position occurs in a classification in the bargaining unit, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Nurses may make a written application for the vacancy during the posted period. The name of the successful applicant shall be posted and a copy of the posting shall be provided to the local Association.

A vacancy shall be announced by the employer via the voice mail system as well as being posted on the appropriate notice board.

A nurse may make a written request for transfer to another region or area within the branch. Requests for transfer will be maintained by the Employer for a calendar year (a calendar year = January 1st to December 31st). Any such request shall be considered as an application for any job postings in the requested area. The nurse will verify that her application has been received.

- (b) When the Employer realigns existing geographic boundaries, nurses whose case loads are affected by the realignment shall move with their existing caseload to the new area, or bump the most junior nurse within the existing area. The most junior nurse will then assume the caseload in the new area.
- (c) Nurses shall be selected for positions under 10.05 (a) on the basis of skill, ability, experience and qualifications. Where these factors are equal amongst the nurses concerned, seniority shall govern.
- (ci) If realignment of core staffing within an area is required, transfer out of an area will be done by area seniority.
- (e) Any nurse filling a temporary assignment will return to her previous area and caseload if it exists.
- (f) Notwithstanding any provision of this agreement, the Employer may fill a temporary vacancy which is not expected to exceed ~~sixty~~ (60) calendar days without posting. Visiting nurses can be assigned to do shift nurse work on a temporary basis to fill temporary vacancies in shift nursing. They will continue to be paid at the visiting nurse rate during the temporary assignment.

10.06

Layoff and Recall

Whenever a layoff is planned the Employer will provide a combined (FT/PT) seniority list. Layoffs will be done according to this list.

- (a) In the event that a reduction in the nursing force is required, the Employer **agrees** that the most junior nurse will **be** laid off first provided that nurses who remain are qualified to do the work available. When recalling nurses after layoff, those last to be laid off will be first to be recalled provided that in each case the nurse **is** qualified to do the work available.

A reduction in the scheduled shifts for a part-time nurse shall be deemed to be a layoff.

In the event of a layoff, the affected nurse(s) in that area shall be laid off in the reverse order of seniority provided that the nurses who are entitled to remain on the basis of seniority are qualified to perform the work available.

The affected nurse may accept the layoff, or accept another assignment (if available), or displace the least senior nurse in the area of the nurse's

choosing, whose work she is qualified to perform, provided that the remaining nurses in that area are qualified to perform the work available.

Nurses utilizing the bumping process shall be entitled to displace a junior nurse. Part-time nurses may only displace another part-time nurse but a full-time nurse may displace another full-time nurse or a part-time nurse.

- (b) The Employer will not hire any new employee to fill a vacancy where there is an employee on layoff who is willing and qualified to fulfil the normal requirements of the **job**. This will apply regardless of whether the employee was full-time or part-time at the time of layoff.

Nurses shall be recalled in order of seniority provided that the senior employee is qualified to perform the available work. Laid off nurses shall be given five (5) calendar days notice of recall. Recall shall be sent by registered mail to the last address filed with the Employer.

- (c) In the event of a proposed layoff at the Employer of a permanent or long-term nature, the Employer will meet with the local Association to review the reasons causing the layoff.
- (d) No reduction or alteration in the normal hours of work shall take place to prevent or reduce the impact of a layoff on individuals without the consent of the Association.
- (e) When a nurse accepts long-term layoff, in accordance with the provisions and terms of the **Employment Standards Act**, the nurse shall be entitled to receive severance pay in accordance with the provisions of the ESA.
- (f) When the RFP process gets triggered by the CCAC, the Employer will inform the Union of the timelines and the areas affected and of any issues that are associated with the RFP. The Employer will keep the Union informed of the progression of the RFP process, including acceptance to site visit, case studies, and any other steps involved in the process. The Employer will inform the Union of the outcomes of the RFP process as soon as they are known.
- (g) A long-term or permanent layoff is defined as a layoff that is anticipated to exceed thirteen (13) weeks. In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
 - (i) provide the Union with no less than four (4) weeks' written notice of the proposed layoff or elimination of position; and
 - (ii) provide to the affected employee(s), if any, no less than four (4) weeks' written notice of layoff, or pay in lieu thereof.

The Employer shall meet with the local union to review the following:

- iii) the reasons causing the layoff;
- iv) the service which the Employer will undertake after the layoff;

- v) the method of implementation including the areas of cut-back and the nurses to be laid off.
- (h) A laid-off nurse may accept a temporary assignment or apply on a part-time **job** posting or a full-time laid-off nurse displacing a part-time nurse does not relinquish their recall rights.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or her designate. Such requests are to be submitted as far in advance as possible and a written reply will be given within fourteen (14) days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

11.02 Leave For Association Business

The Employer agrees to grant leave of absence, without pay to nurses selected by the Association to attend Association business including conferences, conventions and Provincial Committee meetings. The Association agrees to provide as much notice as possible of a request for such leave. Such leave shall be granted taking into consideration service needs, and shall not exceed sixty-five (65) cumulative days per year. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer in the amount of the daily rate of the nurse. The Employer will bill the Local Association within a reasonable period of time.

11.03 Leave. ONA Provincial Board of Directors

- (a) A nurse who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of Provincial President, shall be granted leave of absence without pay. Leave of absence under this provision shall be in addition to the Association Leave provided in Article 11.02 above. During such leave, the nurse's salary and applicable benefits shall be maintained by the Employer and the Provincial Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.
- (b) A nurse who is elected to a Provincial Committee of the Ontario Nurses' Association shall be granted upon request such leave(s) of absence as she may require to fulfil the duties of her position. As much notice as is possible shall be given to the Employer of such leave of absence, but at least one (1) month's notice shall be given to the employer of such leave of absence. Such leave of absence will not exceed twenty (20) days in the calendar year. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this Agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

11.04 Leave. ONA Provincial President

Upon application in writing by the Association on behalf of the nurse elected to the office of Provincial President of the Ontario Nurses' Association, the Employer shall grant such nurse a leave of absence without pay for a period of up to two (2) consecutive years. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits. It is understood, however, that during such leave the nurse shall be deemed to be an employee of the Ontario Nurses' Association. The nurse agrees to notify the Employer of her intention to return to work at least two (2) weeks prior to the date of return.

11.05 Bereavement Leave

A nurse who notifies the Employer as soon as possible following a death in the nurse's immediate family, shall be granted up to three (3) consecutive days off work without loss of her regular pay for her regularly scheduled hours up to and including the day of the funeral of a member of her immediate family. An additional two (2) unpaid days for travelling, if required to attend the funeral, shall be granted. "Immediate family" shall mean grandparent, parent, spouse, brother-in-law, sister-in-law, sibling, child, child's spouse, spouse's parent, and grandchild. Spouse for the purposes of bereavement leave will include partners of the same sex. "Immediate family" and "in-laws" as set out above shall include the relatives of "spouses" as defined herein.

11.06 Jury and Witness Duty

If a nurse is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the nurse's duties at the agency, the nurse shall not lose her regular pay because of such attendance provided that the nurse:

notifies the Employer immediately on the nurse's notification that she will be required to attend court;

presents proof of service requiring the nurse's attendance;

deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

11.07 Parental/Pregnancy Leave

(a) Parental/pregnancy leave will be granted in accordance with the provisions of the **Employment Standards Act (ESA)** as amended from time to time and as follows:

(i) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.

- (ii) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
 - (iii) The nurse shall be granted pregnancy leave to a maximum of seventeen (17) weeks.
 - (iv) Parental leave to a maximum of thirty-five (35) weeks (or thirty-seven (37) weeks if you did not take a pregnancy leave) may begin no later than fifty-two (52) weeks after the day of the child is born or comes into the custody, care and control of a parent for the first time. Natural mothers must take the parental leave at the end of the pregnancy leave, unless the child has not come into the custody, care and control of the mother for the first time, for a total of fifty-two (52) weeks.
 - (v) A nurse shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
 - (vi) During a pregnancy and parental leave, a nurse shall continue to accumulate seniority and service rights and, if she so desires participate in the following benefits: Pension, Life Insurance, Accidental Death, EHC and Dental. Where a nurse wishes to participate in the benefits, the Employer shall continue to pay the Employer's share of the premiums.
 - (vii) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (b) Nurses newly hired to replace nurses who are on approved pregnancy or parental leave may be released and such release shall not be subject to a grievance or arbitration. If retained by the Employer, the nurse shall be credited with seniority from date of hire subject to successfully completing her probationary period. Nurses newly hired for such temporary vacancies shall be classed as casual part-time for seniority and benefit purposes.

A part-time or casual part-time nurse who replaces a full-time nurse on pregnancy or parental leave shall retain her part-time status.

The Employer will outline to nurses hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

11.08 Orientation and In-service

- (a) It is agreed that orientation and in service programs will be provided to all nurses;
- (b) Leave of absence without pay for the purpose of education directly related to health care may be granted on written application by the nurse to the Executive Director. Upon successful completion of such courses the nurse shall have her tuition reimbursed by the Employer.
- (c) In service programs shall include programs to update nurses as to changes in procedures and practices. In service programs shall be scheduled in a manner which will allow nurses to attend during working hours. Nurses required to attend such programs outside their scheduled working hours shall be paid at their appropriate rate of pay for hours in attendance.
- (d) A nurse shall be entitled to leave of absence without pay from her regularly scheduled working hours for the purpose of writing any formal exam (including midterms) in any recognized course in which the nurse is enrolled to upgrade her nursing qualifications. The nurse shall provide the Employer with fourteen (14) days' notice of the date and time of the examination where possible.

11.09 A nurse elected to the College of Nurses will suffer no loss of pay for time spent in attendance at regularly scheduled meetings of the College of Nurses, where the nurse would otherwise be working for the Employer.

11.10 Pre-paid Leave Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the nurse, subject to the following terms and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Executive Director at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) Five (5) nurses may be absent at any one time. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the nurse.
- (d) Written application will be reviewed by the Executive Director or her designate. Leaves requested for the purpose of pursuing further formal nursing education will be given priority. Applications for leaves required for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held for the nurse and

will not be accessible to her until the year of the leave or upon withdrawal from the plan.

- (f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- (h) The nurse shall become responsible for the full payment of premiums for any Health and Welfare benefits in which she is participating. Contributions to the pension plan will be in accordance with the Plan. The nurse will not be eligible to participate in the Disability Income Plan during the period of absence.
- (i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given the Executive Director. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- (j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- (k) The nurse will be reinstated to her former district.
- (l) Final approval for entry into the pre-paid leave program will be subject to the nurse entering into a formal agreement with the employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - (i) A statement that the nurse is entering the pre-paid leave program in accordance with Article 11.10 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 12 - HOURS OF WORK AND SCHEDULING

12.01 The regular hours of work for all full-time nurses shall be 75 hours per two week period. The normal work day for full-time, part-time and casual nurses shall be 7.5 hours, exclusive of a one hour unpaid meal period. In each half day, the Employer shall allow a fifteen minute paid rest period.

The following provision designating regular work on the nursing schedule established by the Employer shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift schedule.

12.02 The scheduling of nurses for weekend duty shall be on a rotational basis.

The Employer will schedule not more than one (1) weekend in three (3) on duty. If an employee works a second consecutive and subsequent weekend(s), she will receive premium payment for all hours worked on that weekend and subsequent weekends, until a weekend is scheduled off, save and except where:

- (i) such a weekend has been worked by an employee to satisfy specific days off requested by such employee; or
- (ii) such employee has requested weekend work only; or
- (iii) such weekend is worked as a result of an exchange with another employee.

12.03 (a) The work schedule (including weekend and night call duty) shall be posted one month in advance. Any request for a change in the posted schedule must be submitted in writing. Any request for a change in the posted schedule must be signed by the nurses involved and approved by the Supervisor or designate. The Supervisor or designate may change the posted schedule after discussions with the nurse.

(b) The Employer shall not schedule nurses to work split shifts.

(c) Any changes to the posted schedule by the Employer will only be done in cases of emergency when a qualified employee is not available for work and any changes will be communicated to the nurse and a response received by the Supervisor or designate.

(d) No evening shift will be scheduled prior to weekends off, holidays or vacation. This does not apply to nurses working permanent evening rotation.

(e) There shall be no less than eleven (11) hours off between shift changes or this will trigger premium pay at the rate of time and one-half (1.5) the regular rate.

(f) Nurses shall not be scheduled for more than seven (7) consecutive days. A nurse shall receive premium payment for all hours worked on the eighth (8) consecutive and subsequent day until a day off is provided.

12.04 Time in the office will be two (2) hours weekly for all full-time nurses. Part-time nurses who work at least fifty percent (50%) of full-time hours will be granted two (2) hours office time in each quarter of the calendar year, in addition to any mandatory paid office time required by the Employer.

12.05 Part-Time Commitment

Part-time employees must be available for prescheduled work on the following basis to be:

- (a) available to work, if required, fifty-two (52) weeks per year minus their individual vacation entitlement and approved leaves of absence;

- (b) prescheduled for work 4 days/pay period, 6 days/pay period or 8 days/pay period;
- (c) available to work Christmas or New Year's as per Article **14.01**;
- (d) prescheduled as required to work fifty (50%) percent of the remaining paid holidays; and
- (e) prescheduled as required to work one weekend in every three.

12.06

All part-time nurses shall be scheduled up to their committed hours before any casual nurses are utilized. Where extra tours become available, they are first offered on the basis of seniority to part-time nurses who have provided additional hours of availability.

Extra tours will then be offered to casual nurses by seniority.

Part-time nurses who have put down their availability for extra shifts will be scheduled to cover vacation time before casual part-time nurses.

If there is not a part-time nurse who has made herself available for the work then a casual nurse may be scheduled to cover vacation time to accommodate vacation requests.

Part-time nurses who have put down their availability for extra shifts will be scheduled to do weekend vacation time before casual part-time nurses.

If there is not a part-time nurse who has made herself available for the work then a casual nurse may be booked to cover weekend vacation time to accommodate vacation requests.

12.07

Request for specific days off shall be submitted in writing to the appropriate Supervisor. The Supervisor shall respond to the request within three (3) days of the receipt of the request. Requests shall not be unreasonably denied.

12.08Part-Time Four-Hour Tours

Where four (4) hour tours exist, the following will apply:

- (a) A part-time employee will not be scheduled solely for four-hour tours unless mutually agreed otherwise.
- (b) Four-hour tours will consist of 3.75 hours plus a fifteen (15) minute paid break.
- (c) The Employer will keep the number of four (**4**) hour tours to a minimum.

12.09Casual Utilization

- (a) A casual nurse will provide availability for tours of duty at least six (**6**) weeks in advance and will be offered work according to her availability and operational requirements. Should the casual nurse not be able to meet the

availability she indicated or to work a shift that she has agreed to work, she will provide forty-eight **(48)** hours' notice to the Employer, unless an urgent situation arises and the nurse will discuss the situation with her Supervisor as soon as possible.

- (b) A casual nurse who has not provided availability or an explanation for a period in excess of three **(3)** months will be removed from the casual list.

ARTICLE 13 - PREMIUM PAY

13.01 All time worked in excess of ten **(10)** days or seventy-five (75) hours over a two **(2)** week pay period or seven and one-half (7.5) hours a day shall be considered as overtime subject to the following conditions:

- (a) The nurse has agreed to accept the overtime assignment.
- (b) The nurse is authorized by her Supervisor or designate to work overtime,
- (c) The nurse who works overtime shall receive payment at the rate of time and one-half **(1.5)**, or compensating time earned at time and one-half **(1.5)** if she asks for it, when submitting her hours worked. Time up to and including fifteen **(15)** minutes shall not be counted.
- (d) Casual nurses who are assigned work in excess of seven and one-half (7.5) hours a day shall receive overtime compensation in accordance with the above conditions. Such compensation will be in the form of payment only.

13.02 Where a nurse has worked and accumulated approved overtime hours, she shall have such time accumulated in the Compensating Time Bank at the overtime rate, i.e. at one and one-half (1-1/2) times. A nurse shall be able to take time off according to the amount of accumulated time standing to her credit in the Compensating Time Bank at such times as are mutually agreed between the nurse and her immediate supervisor. Any time in the Bank that is not taken in each quarter of the Employer's fiscal year shall be paid out at the appropriate rate. There shall be no carry over of compensating time from fiscal year to fiscal year.

- 13.03**
- (a) A nurse who reports to work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four **(4)** hours' pay at her regular straight time hourly rate. If her regular duties are not available such nurse shall be required to perform any nursing duties assigned by the Employer.
 - (b) Where less than sixteen **(16)** hours' notice is given to a nurse that she is cancelled, the Employer will pay such nurse four **(4)** hours' pay at her regular straight time hourly rate.

13.04 Standby and Call Back

- (a) Where a nurse is assigned to be on standby, she **shall** be paid a standby rate of two dollars and ten cents (\$2.10) for each hour of standby.

- (b) A nurse who is called into work from standby shall receive time and one-half (1.5) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at regular rate.
- (c) A nurse on standby who is required to do telephone assessments and documentation from her home shall receive payment at her straight time hourly rate for all time spent on telephone calls which exceeds fifteen (15) minutes accumulated on any standby shift, with a minimum guarantee of one (1) hours pay at straight time rates per standby shift. Such telephone calls will not be considered call-back nor be used to calculate hours of work earned toward overtime in the day/pay period. Nurses must document the telephone services provided and submit this documentation to the appropriate Manager or Supervisor as per operating procedures.
- (d) Where a nurse works both days of a weekend she will be granted on request up to two (2) days LOA without pay during the following week.
- (e) The hours of standby are as follows:
- | | |
|---------------------------------|-------------|
| Nights | 2300 – 0700 |
| Weekends and Statutory Holidays | 0700 – 2100 |
- (f) Standby nurses during the hours of 2300 – 0700 must be available to provide telephone support to clients but are not normally expected to be called back to work, except in emergency situations.
- (g) Standby nurses during the hours 0700 – 2100 on the weekend and statutory holidays must be available for potential call-back. Standby nurses for weekends, and statutory holidays that fall on a Friday or Monday, will be scheduled to cover the whole weekend (except Christmas and New Year's).

Nurses will cover their area and the adjoining area. These areas to be determined by the parties at Labour Management. Nurses will be scheduled on a rotational basis and will not be scheduled on their vacation time.

13.05 **Responsibility Pay**

Where a nurse is temporarily assigned to carry out the responsibilities of a manager for a period of one (1) full tour or more, at times when the manager would otherwise be working, she shall be paid a responsibility premium of one dollar (\$1.00) per hour for such duty in addition to her regular salary.

13.06 **Shift Premium**

A nurse shall be paid a shift premium of seventy-five cents (75¢) for all hours worked after 4:00 p.m. The shift premium will not be payable for hours where the nurse is being paid at a premium rate, nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

13.07 The safety of staff while on duty is a primary concern of the Employer and general and specific safety policies have been developed. Nurses shall abide by these policies and shall inform their Supervisors of physically threatening situations or hazards.

ARTICLE 14 - DESIGNATED HOLIDAYS

14.01 (a) The following shall be designated holidays for full-time nurses:

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

One float holiday for all categories of nursing staff can be requested at any time by the nurse.

- (b) Each nurse will be scheduled a minimum of four (4) consecutive days off at either Christmas or New Year's as per her request. Every effort will be made to provide a fifth (5th) consecutive day off at this time.
- (c) Time off at Christmas shall include Christmas Day and Boxing Day. Time off at New Year shall include New Year's Eve and New Year's Day.
- (d) A nurse will not be scheduled to work both Christmas and New Year's unless she has requested same.
- (e) All requests for Christmas and New Year's' block will be submitted in writing. Requests will be granted based on preference, what was worked the previous year, and with the aforementioned having been satisfied, seniority shall prevail.
- (f) A nurse shall receive premium pay for all hours worked that are in violation of the above.

14.02 A nurse, including part-time and relief nurses, required to work on one of the holidays listed in Article 14.01 shall be paid at time and one-half (1.5) her regular straight time hourly rate of pay.

14.03 Subject to Article 14.04 below, a full-time nurse shall be entitled to receive a designated holiday off with pay in the amount of her regular straight time earnings provided:

- (a) She works her scheduled work day on each of the scheduled working days immediately preceding and following the holiday; unless excused by the Employer or the nurse was absent due to:
- (i) legitimate illness or accident which commenced within one (1) month of the date of the holiday;
 - (ii) vacation granted by the Employer;
 - (iii) the nurse's regular scheduled day off;

- (iv) a paid leave of absence provided the nurse is not otherwise compensated for the holiday.

A nurse entitled to holiday pay hereunder shall not receive sick leave pay to which she may otherwise have been entitled unless she was scheduled to work that day. A nurse receiving Workplace Safety & Insurance Board (WSIB) benefits for the day of the holiday shall, subject to the above provisions, be entitled to the difference between the amount of the WSIB benefits and the holiday pay.

- (b) She has been employed by the Employer for at least one (1) month preceding the holiday.

14.04 When a nurse who is entitled to benefits works on a designated holiday, such nurse shall receive another day off in lieu of the holiday, provided she meets the requirements of Article 14.03 (a) and (b). A nurse may accumulate up to 22.5 hours of lieu time in her bank. Such time may be taken singularly, or consecutively at a mutually agreeable time. Approval for taking this time off shall not be unreasonably withheld.

14.05 All part-time nurses will be entitled to receive holiday pay for all statutory holidays listed in 14.01 in accordance with the Employment Standards Act, including meeting the qualifying conditions in the Act. All non-statutory holidays listed in Article 14.01 will be paid on a prorated basis on the conditions in Article 14.03, with the exception of nurses working extended tours.

Extended tour nurses will have their hours averaged to seven and one-half (7.5) hours to equal one (1) day for the purpose of qualifying for holiday pay under the ESA. Extended tour nurses will receive seven and one-half (7.5) hours' pay for all holidays listed in 14.01 if they meet the preceding qualifiers.

- 14.06
- (a) Nurses who are scheduled by the Employer to work a weekend attached to a paid holiday will also be scheduled to work the paid holiday, if it falls on a Monday or a Friday.
 - (b) Nurses who are scheduled by the Employer to be off on a weekend attached to a paid holiday will also be scheduled off on the paid holiday, if it falls on a Monday or a Friday.

ARTICLE 15 - VACATIONS

15.01 For the purpose of calculating eligibility the vacation year shall be the calendar year.

15.02 Full-time nurses shall receive vacation on the following basis:

- (a) Nurses who have completed less than one (1) year of full-time continuous service shall be entitled to a vacation on the basis of 1.667 days for each completed month of service;
- (b) Nurses who have completed one (1) or more years of full-time continuous service shall be entitled to a vacation of twenty (20) days on the basis of 1.667 days for each completed month of service.

- (c) Nurses who have completed fifteen (15) years or more of full-time continuous service shall be entitled to a vacation of twenty-five (25) days on the basis of 2.083 days for each completed month of service.
 - (d) Nurses who have completed twenty-five (25) years or more of full-time continuous service shall be entitled to vacation of thirty (30) days on the basis of 2.5 days for each completed month of service.
- 15.03 Part-time nurses who are normally scheduled to work 3/5ths of a week shall be entitled to the same vacation time as full-time nurses. Vacation pay shall be prorated to reflect their hours of work in relation to full-time hours.
- 15.04 Casual and part-time nurses who are not normally scheduled to work 3/5ths of a week shall be entitled to vacation pay in the amount of six (6%) per cent of their basic hourly rate. Vacation pay will be paid on each pay period. These nurses may request a personal leave of absence for vacation.
- 15.05 A nurse who resigns her employment with less than two (2) weeks' notice shall be entitled only to the vacation provided in the ***Employment Standards Act***.
- 15.06 Vacation Scheduling
- (a) There shall be two (2) vacation scheduling periods; April to September and October to March. Requests for vacations in the April to September period shall be submitted in writing to the Supervisor by February 1st and the schedule will be posted by March 1st. Requests for vacations in the October to March period shall be submitted in writing to the Supervisor by August 1st and the schedule will be posted by September 1st. In the case of conflicting requests for vacation, seniority will govern. A nurse may be limited to a maximum of three (3) weeks' vacation in July or August.
 - (b) A nurse whose weekend to work occurs during periods of scheduled vacation time will not be required to have her weekend to work rescheduled at least once per year, as well, for vacation periods of two (2) consecutive weeks or longer.
- 15.07 Vacation may not normally be carried over from one (1) vacation year to the next. If a nurse is unable to take her accrued vacation by the end of vacation year, she may carry over up to five (5) days to the following vacation year with the approval of the Manager. A request to carry over more than five (5) days must be submitted in writing to the Executive Director by December 31st and must include a plan to take the carried over vacation within the first three (3) months of the new vacation year. Any unused vacation that has not been approved for carry over by the end of the vacation year, or that has not been taken in accordance with an approved carry-over plan, will be scheduled at the discretion of the Employer. A reminder of any outstanding vacation days will be communicated to the nurse by early December.
- 15.08 A nurse who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which has accrued to her to the date of her termination. If vacation has been received by the nurse in excess of the vacation earned by the nurse in the year of termination, there shall be deducted from the

salary of the nurse or refunded to the Employer by the nurse an amount equivalent to the pay for vacation received but unearned.

ARTICLE 16 - PENSION AND BENEFITS

16.01 During contract years, the Employer may substitute another carrier for any of the foregoing plans (other than OHIP) on the following provisions: consultation occur between the Association and the Employer and that the level of benefits conferred are not decreased, unless mutually agreed to between the Association and the Employer. The Employer will advise the Association of any change in carrier or under writer as soon as reasonably possible prior to implementing a change in carrier

The Employer shall contribute towards the premium coverage of full-time participating eligible nurses in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions.

- (a) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the Extended Health Care benefits. The balance of the monthly premiums are paid by the nurse through payroll deductions.
- (b) The Employer agrees to pay one hundred (100%) percent of the billed premium toward coverage of eligible nurses in the active employ of the Employer for a life insurance plan providing two (2) times annual salary.
- (c) The Employer agrees to contribute seventy-five (75%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the dental benefits. The balance of the monthly premiums are paid by the nurse through payroll deduction.
- (d) The Employer agrees to contribute fifty (50%) percent of the billed premiums towards coverage of eligible nurses in the active employ of the Employer under the National Long-Term Disability Plan, subject to its terms and conditions. The balance of the monthly premiums are paid by the nurse through payroll deductions.
- (e) "Active Employ" excludes absences without pay from the Employer in excess of sixty (60) consecutive calendar days. A nurse on such leave of absence shall be responsible for any benefit plans in which she participates for the period of the absence in excess of sixty (60) consecutive calendar days. The nurse may arrange with the Employer to prepay the premiums during the period of the leave to ensure coverage.

16.02 Part-time employees are eligible to participate in the above plans subject to the plans eligibility requirements. The Employer's share of the premium contribution shall be the same as provided to full-time nurses.

Part-time and casual nurses who are not eligible to participate in the above plans shall be paid eight (8%) percent of their regular straight time hourly rate in lieu of these benefits and sick leave. Such amount shall not be included in the base for the

purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

16.03 The Employer Pension Plan is maintained by VON Canada. Enrollment participation and the contribution by nurses and the Employer will be in accordance with the terms and conditions of that plan. Part-time and Casual nurses are eligible to participate in the pension plan subject to the plans eligibility requirements.

16.04 Sick Leave

- (a) Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to legitimate illness. There shall be a Sick Credit Accumulation Bank for each full-time nurse in the active employ of the Employer. Such nurses shall accumulate sick credits at the rate of one and one-half (1.5) days per completed month of full-time work to a maximum of one hundred twenty (120) days.
- (b) Where a full-time nurse is absent from work due to legitimate illness, she shall not lose her regular straight time earnings from her regularly scheduled hours to the extent of her credits in the Sick Credit Accumulation Bank.
- (c) Each full-time nurse shall receive a statement of the balance of her credits in the Bank at the end of May in each year.
- (d) A nurse may be required to submit a physician's certificate with respect to any period of time she may be absent from her duties on sick leave. If a physician's certificate is required, the Employer shall pay any fee for such certificate which is not payable by the nurse's health insurance plan.
- (e) The nurse will notify the sick line of illness no later than one hour prior to the start of the morning shift, or two hours prior to the start of the afternoon shift. In all other cases, the nurse will advise the manager on call.
- (f) When a full-time or part-time nurse has completed any portion of her regularly scheduled tour prior to going on sick leave benefits or WSIB benefits, she shall be paid for the balance of the tour at her regular straight time hourly rate. This provision will not disentitle the nurse to a lieu day under Article 14.04 if she otherwise qualifies.
- (g)
 - (i) Where a nurse's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
 - (ii) Where a nurse's scheduled vacation is interrupted due to serious illness requiring the nurse to be an inpatient in a Hospital, the period of such hospitalization shall be considered sick leave.
 - (iii) The portion of the nurse's vacation which is deemed to be sick leave under the above provisions, will not be counted against the nurse's vacation credits.

- 16.05 Part-time nurses shall accumulate sick credits on a pro-rata basis reflecting their hours of work in relation to full-time hours to a maximum accumulation of one hundred twenty (120) days.

ARTICLE 17 -WAGES

- 17.01 Wage rates for the classifications covered by this Collective Agreement are set out in Appendix "A".

17.02 Previous Experience Credit

For the purposes of initial placement of a newly hired full-time or part-time nurse on the wage grid, such nurse shall make a claim in writing for recognition of recent related nursing experience at the time of application for employment. The nurse shall co-operate with the Employer by providing verification of such previous experience. No credit shall be given for experience of less than six (6) months' duration, nor where the nurse has not been actively nursing within the immediately preceding last three (3) years. The Employer shall assess the applicability of the previous experience during the nurse's probationary period and where such experience is acceptable, shall place the nurse at an appropriate level on the wage grid to be effective upon date of hire. Such placement shall be on the basis of one (1) increment for each year of recent related nursing experience.

Existing nurses who as of the date of ratification are below the maximum and whose recognized experience at the time of hire would have placed them at a higher level on the wage grid will, on request, be placed at the appropriate level to be effective the date of ratification. Nurses must submit their request within thirty (30) days of being notified by the Employer. For greater clarification, this movement shall not be retroactive.

17.03 New Classifications

Where the Employer establishes a new classification within the bargaining unit, it shall advise the Union of the classification and the rate of pay. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay for the classification.

Such request for a meeting shall not delay the implementation of the new classification and shall be made within fourteen (14) calendar days of the advice from the Employer. Where the rate is challenged by the Union and the matter is not resolved within fourteen (14) calendar days of the meeting, it shall be referred to arbitration within the time limits set out in this Agreement.

17.04 Full-Time Grid Advancement

Each full-time nurse shall be advanced from her present level to the next level set out in the wage grid twelve (12) months after she last advanced. If a nurse's absence without pay from the Employer exceeds sixty (60) consecutive calendar days, her advancement date will be extended by the length of such absence in excess of sixty (60) consecutive calendar days.

- 17.05 A part-time and a casual nurse shall advance from her present level to the next level set out in the wage grid after fifteen hundred (**1500**) hours worked.
- 17.06 A full-time nurse who is transferred to part-time status or vice versa shall be placed at the same step on the respective wage grid.
- 17.07 All nurses shall be required to wear professional attire including VON identification while on duty.
- 17.08 (a) Nurses who use their personal automobile to drive between clients will be paid a kilometre allowance of thirty cents (30¢) a kilometer. The kilometre allowance is not payable for travel from the employee's home to the first client or the first clinic or office appointment of the day, or from the last client, clinic or office appointment for the day to the employee's home. Nurses who return to work after their regular tour of duty or are called out from standby between the hours of 2300 – 0700 will receive the kilometre allowance for all travel from the employee's home and return.
- Effective the date of ratification, the kilometre allowance will be increased to thirty-two cents (32 @ ¢) a kilometer.
- Effective January 1, 2006, the kilometre allowance **will** be increased to thirty-three (33¢) a kilometer.
- (b) Reimbursement for the kilometre allowance shall be paid to the nurse on the next pay period following the date the nurse has submitted her approved expense report to the Employer. The expense report must be approved by the Supervisor. The Employer will provide each nurse with a form T2200, if she requests it.

E 18 - FI | RESPONSIBILITY

- 18.01 The parties agree that Professional Issues will be addressed by ONA/Management Committee. No later than six (6) weeks of commencing the process and as soon as possible, the committee will make recommendations to Senior Management that are professionally and fiscally sound and a report on action taken will be provided on a quarterly basis or more frequently, as required.

ARTICLE 19 - MODIFIED WORK

- 19.01 (a) The Employer will notify ~~the~~ local union of the names of all employees off work due to a work related injury (whether or not the employees are in receipt of WSIB benefits) and those on LTD by the 15th of each month.
- (b) When it has been medically determined that an employee is unable to return to the full duties of her position due to illness, injury or disability, the Employer will notify and meet with a representative of the local union and the employee, to discuss and arrange a modified work program that is suitable for the employees return to work. This plan will be revised as necessary. The Labour Relations Officer may attend such meetings as necessary.

- (c) The Employer agrees to provide the employee and the local union (with the consent of the employee) a copy of the WSIB Form 7 at the same time it is sent to the Board.
- (d) In the event of actual or potential risk to personal safety, including violence or threatened violence, the employer will act immediately to reduce and/or eliminate the risk. All actions taken will be directed by policy and procedure and can include activities from negotiating with the Client for a change in practice to withdrawal of services. The employer will discuss details of the occurrence and actions taken to prevent a recurrence with the Union in a timely manner respecting confidentiality of all parties.

ARTICLE 20 - MISCELLANEOUS

- 20.01 Whenever the feminine is used in this agreement, it includes the masculine and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 20.02 **Bulletin Board**
- The Employer will provide the Association bulletin board space in a conspicuous location in the staff workrooms for the purpose of posting notices regarding meetings and other matters of Association business. All such notices must be signed by a member of the Association Executive who is employed by the Employer.
- 20.03 **Copies of Agreement**
- Copies of this Collective Agreement will be provided by the Association to each nurse in the bargaining unit. The cost of printing the Collective Agreement in a mutually agreeable manner and form will be shared by the Employer and the Association.
- 20.04 **Registration**
- Nurses are required to present their current certificate of competency or verification that fees have been paid by January 15th of each year.
- 20.05
- (a) Nurses shall be paid bi-weekly by direct deposit to the nurse's bank.
 - (b) Any Employer error in excess of \$100.00 on a pay cheque will be paid to the nurse within two (2) working days by separate cheque.
- 20.06 Prior to implementing new policies or changing existing policies that affect a nurse's employment the Employer will meet with the Union to discuss such changes.

ARTICLE 21 - ACCESS TO FILE

21.01 When any type of evaluation, performance appraisal, progress report or assessment related to job performance, nursing practice or other employment related matters is completed with respect to any nurse, it shall be reviewed with the nurse. The nurse shall have the opportunity to include her comments on the document. A copy of the completed document will be provided to the nurse.

Upon request, a nurse may review their file in the presence of their supervisor and/or their local union representative at a mutually agreed time. They will be provided with a copy of any document contained in her file upon request.

21.02 Any letter of reprimand, suspension or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for one (1) year.

ARTICLE 22 - TERMINATION AND RENEWAL

22.01 The Collective Agreement shall continue in effect until March 31, 2007, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 22.02 below.

22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03 If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

Dated at Toronto, Ontario, this 17th³⁰ day of August, 2005.

FOR THE EMPLOYER

Donald Catallo, Executive
Director August 2/05

[Signature]

Pat Hoover

FOR THE UNION

[Signature]
Labour Relations Officer

Al Connolly BU Pres

[Signature]

31
APPENDIX "A"

SAL SCHEDULE

REGISTERED

	February 1, 2004	April 1, 2005	April 1, 2006
Start	21.12	21.75	22.40
1 Year	21.95	22.61	23.29
2 Years	23.10	23.80	24.51
3 Years	24.25	24.97	25.72
4 Years	25.40	26.16	26.95
5 Years	26.83	27.64	28.47
6 Years	28.26	29.11	29.98
7 Years	29.71	30.60	31.51
8 Years	31.15	32.08	33.04

NOTE 1 #: Nurses on staff as of the date of ratification who are receiving an extra fifty cents (50¢) per hour in recognition of having a Bachelor of Science (Nursing) degree (BScN) or a Public Health Nursing (PHN) designation will continue to receive this recognition for as long as they remain in the employ of the Employer. All nurses hired after the date of ratification shall be paid in accordance with the registered Nurse Wage rates set out in Appendix A.

NOTE # 2: Nurses who are hired exclusively to work in non-visiting/non-shift health promotion programs (e.g. Foot care, Wellness, Immunization Clinics, occupational health & Safety) shall be hired based on one-to-one experience credit to a maximum of Level 4 (3 years) on the Registered Nurse wage grid and will progress on the wage grid based on one increment for every 1500 hours worked. Nurses in the Visiting or shift Nursing programs who are assigned shifts in the non-visiting/non-shift health promotion programs will maintain their visiting Nursing or Shift Nursing rate of pay. All other terms and conditions of employment for these employees shall be in accordance with the Shift Nursing Letter of Understanding appended to this Agreement.

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH

And:

ONTARIO NURSES' ASSOCIATION

Re: Shift Nursing Program

1. Nurses working the shift nursing program will be covered by the Collective Agreement except where modified by this agreement.
 - (a) Articles on hours of work, scheduling, vacation, compensation and weekend work will not apply to employees working in the Shift Nursing Program except as specified herein.
 - (b) The Shift Nursing Program will be defined as meeting the needs of a single client at a time. A shift ranges in length based from three (3) to twelve (12) hours. The hours of each shift will be determined by client need.
 - (c) For assignments longer than two (2) weeks, nurses in the Shift Nursing Program may be expected to work alternate weekends.
 - (d) The objectives of continuity of client care will be used in determining in this Program. Assignments will be based on client needs (skill, experience), nursing availability and when all this is equal, seniority shall prevail.

2. Compensation
 - (a) Shift Nurses shall be paid in accordance with the wage rates for Registered Nurse as set out in Appendix "A".
 - (b) Part-time and casual nurses in the Shift Nursing Program shall receive the same percentages in lieu of vacation and other benefits as nurses in the Visiting Nursing Program. Such percentages shall not be included in the base used for the purposes of calculating any premiums nor shall it be paid on any overtime or premium hours worked.

3. Premium Pay

All time worked in excess of seventy-five (75) hours in a two (2) week period shall be considered as overtime and shall be paid at a rate of time and one-half (1.5).

4. Cancellation

Nurses who are assigned to Shift Nursing can be cancelled up to two hours in advance of assigned hours of work without penalty.

5. Reporting Pay

A nurse who is called in and reports for Shift Nursing as scheduled and is not required to work shall, unless otherwise notified by the Employer, receive a minimum of three (3) hours pay at her regular hourly rate. She shall be required to perform any nursing duties assigned by the Employer.

Dated at Toronto, Ontario, this 17th day of August, 2005.

FOR THE EMPLOYER

FOR THE UNION

[Signature], Executive Director
Aug 2/05

[Signature]
Labour Relations Officer

[Signature]

[Signature] BU Pres

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH

And:

ONTARIO NURSES' ASSOCIATION

Re: "Employee Benefits"

If during the term of this agreement VON Canada introduces revised employee benefit plans for all eligible VON branch employees, the parties agree to meet to review these revised plans with a view to potentially substituting the VON Canada employee benefit plans for the plans under which the members of the bargaining unit are currently covered.

Dated at Toronto, Ontario, this 17th day of August, 2005.

FOR THE EMPLOYER

D. Capallo, Executive Director
Aug 2/05
Wang
Pat Hoover

FOR THE UNION

Manuel
Labour Relations Officer
Alfonso B. Pres.
[Signature]

LETTER OF UNDERSTANDING

Between:

VICTORIAN ORDER OF NURSES, TORONTO-YORK REGION BRANCH

And:

ONTARIO NURSES' ASSOCIATION

Re: Split Shifts

Should a nurse wish to work split shifts, she may, by mutual agreement between the nurse and the Employer, do so. The Association will be notified of such, and this will be reviewed on a case by case basis.)

Dated at Toronto, Ontario, this 17th day of August, 2005.

FOR THE EMPLOYER

FOR THE UNION

D. Catallo, Executive Director
Aug 2/05

Maryanne
Labour Relations Officer

Angela

Alma Kelly BU Pres.

Pat Hoover

[Signature]

BENEFIT DETAILS

**VICTORIAN ORDER OF NURSES
METROPOLITAN TORONTO BRANCH**

Policy No. 50883

Effective Date May 1, 2002

For All Employees

37

**BDS
50883**

The benefits are explained further in the descriptive pages.

INSURANCE BENEFITS FOR YOU

LIFE INSURANCE~ Refer to the first buff section

Basic Amount

2 times your annual Basic Earnings. Maximum: \$200,000.

Optional Amount

Multiples of \$10,000, as you elect. Maximum: \$200,000.

You may change your election of optional insurance. Any increase in the amount because of such change must be approved by Sun Life.

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE – Refer to the green section

Basic Amount 2 times your annual Basic Earnings. Maximum: \$250,000.

Optional Amount Multiples of \$10,000, as you elect. Maximum: \$250,000.

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

LONG TERM DISABILITY INSURANCE– Refer to the gold section

Amount The amount determined in (a) reduced by the amounts in (b) and (c) below:

PLAN A - All Employees other than salaried Employees who
(i) were hired on or after March 1, 1995, or
(ii) elected PLAN B

(a) The lesser of \$10,000 and the **sum** of 60% of the first \$3,000 of Insured Earnings plus 50% of the next \$2,400 of Insured Earnings plus 40% of the remainder, the result adjusted to the next higher \$1.00.

PLAN B - Salaried Employees who
(i) were hired on or after March 1, 1995, or
(ii) elected **this** plan

(a) The lesser of \$10,000 and the **sum** of 50% of the first \$3,000 of Insured Earnings plus 40% of the next \$2,400 of Insured Earnings plus 30% of the remainder, the result adjusted to the next higher \$1.00.

(b) All Direct Offsets.

- (c) The amount, if any, by which the sum of (a) above and all Indirect Offsets, exceeds 85% of your monthly Basic Earnings.

If the benefit is considered non-taxable according to the Federal and/or Provincial Income Tax Act in effect at the date such benefits commence, then "85% of your monthly Basic Earnings" in (c) above is to read "85% of your monthly Net Income".

The Direct Offsets and Indirect Offsets are specified in the Group Policy.

1/30 of the monthly benefit is payable for each day of Total Disability during a period of less than a full month.

Elimination Period

120 days or the last day a benefit to you under any loss of income or salary continuance plan is payable, whichever is later.

If you become Totally Disabled during your maternity/parental leave, you may be entitled to benefit payments commencing on the date of your scheduled return to active full-time work with your Employer, provided:

1. you are then Totally Disabled, and
2. you have completed the Elimination Period by that date.

Maximum Benefit Period Until your 65th birthday.

This benefit ends on the date you retire or attain age 65, if earlier.

INSURANCE BENEFITS FOR YOUR DEPENDENTS

LIFE INSURANCE – Refer to the first buff section

Optional Amount

Spouse Multiples \$10,000, as you elect. Maximum: \$200,000.

This benefit ends on the last day of the month in which you either retire or you or your spouse attain age 65, whichever is earliest.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE – Refer to the green section

You may elect Plan A or Plan B

Plan A

Spouse Equal to your Optional Amount

Plan B

Spouse (no children)	Equal to 60% your Optional Amount
Spouse (with children)	Equal to 50% your Optional Amount
Child (no Spouse)	Equal to 20% your Optional Amount
Child (with Spouse)	Equal to 15% your Optional Amount

This benefit ends on the last day of the month in which you either retire or you or your spouse attain age 65, whichever is earliest.

HEALTH INSURANCE BENEFITS FOR YOU AND YOUR DEPENDENTS

MEDICARE SUPPLEMENT INSURANCE – Refer to the second buff section

Note: Not available to any Employee or Dependent not entitled to benefits under any Provincial Medicare Plan or Federal Government Plan which provides similar benefits.

Benefit Year - January 1st to December 31st.

Insured Percentages and other details

Type 1 – Hospital expenses in your or your Dependent's Province of residence – 100%.

Daily Limit – semi-private rate

Type 2 – Prescription Drugs – 80%.

Type 3 – Extended Health Care – for item 3 – 100% and for all other items – 80%.

Type 4 – Extra Care – 80%.

Deductible	Nil.
Maximum Benefit	Unlimited

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

DENTAL INSURANCE – Refer to the blue section

Benefit Year - January 1st to December 31st.

Insured Percentages and other details

MODULE A - Preventive, Diagnostic, Emergency Or Palliative Services – 80%.

MODULE B - Restorative And Some Surgical Procedures – 80%.

MODULE C - Additional Restorative And Surgical Procedures – 80%.

MODULE D - Prosthodontic Procedures – 80%.

Suggested Fee Guide Current fee guide for general practitioners approved in the Province where dental treatment is received.

Deductible	Nil.
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Pre-Determination Limit – \$500

Maximum Benefit – \$1,500 per Benefit Year.

If a person applies for insurance later than 31 days after first being eligible to make application, the payment is restricted to \$250 for the first 12 months after becoming insured.

This benefit ends on the last day of the month in which you either retire or attain age 65, whichever is earlier.

CHANGES IN AMOUNTS

Your insurance may change if your status affecting the insurance changes. Such change is made on the day your status changes.

If you are not Actively At Work (i) on the date an increase would otherwise take effect, or (ii) on the date the group policy is amended to provide additional or increased benefits, any increase will only take effect on the first day you are Actively At Work.

Similarly, any increase in Dependent Insurance is delayed for a Dependent who is confined in a Hospital or similar institution until the day he first ceases to be confined and is actively pursuing his normal activities.

DEFINITIONS

The group policy contains a number of definitions not listed here. The following definitions will be of greatest interest to you.

Note: All terms which are defined in the group policy are capitalized throughout the text of this folder.

Employee – A person, resident in Canada, who is scheduled to work for the Employer as a permanent full-time or permanent part-time employee who works at least 50% of the regularly scheduled work week **excluding** anyone who is a temporary employee.

Dependent – a Spouse or a Child who is a resident of Canada.

Spouse - your Spouse by marriage or under any other formal union recognized by law, or your partner of the opposite sex or of the same sex who is publicly maintained and represented a your spouse.

At any one time, only one person may be insured as an Employee's Spouse.

Child - your or your Spouse's child, who is not married or in any other formal union recognized by law, excluding a child who has attained age 21 (age 25 in the case of a **full-time** student wholly dependent on you for support).

A handicapped Child who attains the limiting age may continue coverage as a Dependent if certain requirements are met. Your Employer can supply precise details.

Illness - bodily injury, disease, mental infirmity, Pregnancy or sickness.

Hospital – A legally operated institution which:

1. is primarily engaged in providing medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis,

- 2 provides such facilities under the supervision of a staff of Doctors and with 24 hour a day service by registered nurses, and
3. is not principally a home for the aged, rest home, nursing home, convalescent hospital or a place for the care and treatment of drug addicts or alcoholics.

Convalescent Hospital – A legally operated institution which

1. is primarily engaged in providing convalescent care and treatment of sick and injured persons on an in-patient basis,
2. is entitled to a per diem allowance under the hospital plan of the province where it is located, and
3. is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addicts or alcoholics.

Totally Disabled – You are Totally Disabled if you are in a state of incapacity due to Illness which

1. while it continues during the Elimination Period and the following 24 months, prevents you from performing the essential duties of your own occupation at the onset of disability, and
2. while it continues after such period, prevents you from engaging in any occupation for which you are or may become reasonably qualified by education, training or experience.

A Dependent is Totally Disabled if he is prevented by Illness from performing his normal duties.

Appropriate Treatment – treatment which meets all the following conditions:

1. it is performed and prescribed by a Doctor, or when deemed necessary by Sun Life, by a medical specialist;
2. it is of a reasonable and customary nature and treatment is provided with a frequency usually required for the condition;
3. it is not limited to solely examinations and/or testing.

Deemed Date of Retirement – If you become Totally Disabled, your date of retirement is deemed to be on your 60th birthday unless you actually retire earlier.

Waiting Period

The period from the date of Employment up to and including the last day of the same month. Those who are employed on the first day of any month are deemed to have completed the Waiting Period by that date.

GENERAL INFORMATION

This folder contains a **summary** of the insurance benefits made available to you through your Employer. The benefit descriptive pages should be read together with the information contained in the Benefit Details. Your Employer can provide you with **full** details of the group policy.

In the event of any discrepancy between these benefit descriptive pages or the Benefit Details and the group policy, the terms and provisions of the group policy apply.

Insurance Coverage Begins

Your and your Dependent's insurance begins on the day following your completion of the Waiting Period (**see the** Benefit Details) provided you enrol without delay. Otherwise evidence of insurability may be required before you and your Dependents can join the plan. If you acquire your first Dependent after the effective date of your insurance, you must make an application without delay to have your Dependent insured. Otherwise evidence of insurability may be required before such Dependent may be insured. Any subsequent Dependent will become insured without formal application.

If you are not Actively At Work on the effective date, your coverage is delayed until the day you **are** Actively At Work. Similarly, Dependent insurance, other **than** for a newborn Child, is delayed for a Dependent who is in a Hospital or similar institution until discharged.

Insurance Coverage Ends

Your insurance **ends** on the earliest of:

- the date your Termination Of Employment occurs,
- the end of the period for which premium is paid for your insurance,
- the date the group policy is **no** longer in force.

Insurance on your Dependent ends on the earliest of:

- the date your insurance ends,
- the date the definition of a Dependent is no longer met,
- the end of the period for which premium is paid for Dependent insurance.

Surviving Dependent Insurance

If you die Medicare Supplement and Dental insurance on your Dependent continues, without further payment of premiums, until the earliest of:

- 12 months after the date of your death,
- the date the definition of Dependent is not met, other than as a result of your death,
- the date the benefit for which the Dependent is insured terminates,
- the date the group policy is no longer in force.

Making a Claim

Sun Life is dedicated to prompt and efficient claim service. When a loss that is eligible for payment is incurred, a completed claim form **together** with the required proof (**see** the claim form) should be forwarded to Sun Life. Claim forms are available from your Employer. Time limits for making a claim are shown in the following benefit descriptive pages.

SUBROGATION

If you are entitled to recover damages for loss of income from another person as a result of personal injuries sustained by you and for which you are entitled to receive benefits under the Long Term Disability Insurance Benefit Provision, Sun Life will be subrogated to all your rights of recovery for loss of income to the extent of the sum of the benefits paid or payable to you under that provision.

Sun Life may, in connection with its right of subrogation, require that you complete a Reimbursement Questionnaire and execute a Reimbursement Agreement. If you do not complete and return to Sun Life the Reimbursement Questionnaire or do not execute and return to Sun Life the Reimbursement Agreement within 30 days after a request that you complete or execute it, the benefits which you would otherwise be entitled to receive under the Long Term Disability Insurance Benefit Provision will not be paid until you do so.

LIFE INSURANCE

Life Insurance For You

The amount of your Life insurance can be determined from the Benefit Details.

If you die while insured, Sun Life will pay the amount of your Life insurance to the last nominated beneficiary as filed. In the absence of a beneficiary nomination, payment will be made to your estate.

You may name the beneficiary of your choice or your estate. Any nominations you make are revocable, unless you stipulate otherwise or the law provides otherwise.

Life Insurance For Your Spouse

The amount of your Spouse's Life insurance can be determined ~~from~~ the Benefit Details.

If your insured Spouse dies, Sun Life will pay the amount of insurance to you.

Suicide Exclusion

In the event of the your or your Spouse's death by suicide, while sane ~~or~~ insane, no payment will be made with respect to the Optional Amount of Insurance which has been in force less than two years during that person's lifetime, however, Sun Life will refund the sum of the premiums paid in respect of such insurance

Disability Benefit

If you become Totally Disabled while insured, and before your 60th birthday or your earlier retirement, your Optional Life insurance and your Spouse's Life insurance will remain in force during your continued ~~Total~~ Disability without payment of premium. Any amount of insurance continued is subject to the terms of the group policy.

Conversion

If your insurance ends, you are entitled, during the 31 day conversion period, to purchase an individual life insurance policy from Sun Life under the terms of the Conversion contained in the group policy. No medical examination is required, A similar Conversion is available to your Spouse.

Making a Claim

If you or one of your insured Spouses dies, a claim should be made as soon as reasonably possible.

If you become Totally Disabled, a claim must be made not later than 12 months after you stopped being Actively At ~~Work~~. Each year Sun Life may require proof of your continued Total Disability.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

The amount of your or your Dependent's Accidental Death and Dismemberment insurance can be determined from the Benefit Details.

If, while insured,

1. you or your Dependent accidentally drown,
2. you or your Dependent disappear due to the accidental wrecking, sinking, forced landing, stranding or disappearance of the conveyance in which you or your Dependent were travelling, and if your or your Dependent's **body** is not found within 365 days after the date of such event, it will be presumed, subject to there being no evidence to the **contrary**, that you or your Dependent suffered loss of life, or
3. you or your Dependent suffer an Accident or are exposed to the elements which within **365** days results directly and independently of all other causes in one of the losses listed below,

Sun Life will pay, subject to the Aggregate Limit and Exclusions, a percentage of your or your Dependent's Amount Of Insurance as follows:

loss of life	100%
loss of both arms or both legs	100%
loss of both hands or both feet	100%
loss of one hand and one foot	100%
loss of one hand or one foot, and entire sight of one eye	100%
loss of one arm or one leg	75%
loss of one hand or one foot	75%
loss of four finger s on the same hand	33 1/3%
loss of thumb and index finger on the same hand	33 1/3%
loss of four toes on the same foot	25%
loss of use of both arms or both legs	- 100%
loss of use of both hands or both feet	- 100%
loss of use of one arm or one leg	- 75%
loss of use of one hand or one foot	- 75%
loss of entire sight of both eyes	100%
loss of speech and loss of hearing in both ears	100%
loss of entire sight of one eye	75%
loss of speech	75%
loss of hearing in both ears	75%
loss of hearing in one ear	25%
quadriplegia	- 200%
paraplegia	- 200%
hemiplegia	- 200%

Only one of the amounts shown above (the **largest** applicable) is paid for injuries to the same limb resulting **from** the **same** Accident. **No** more than 100% of the Amount Of Insurance is paid for all losses due **to** the same Accident, except for quadriplegia, paraplegia or hemiplegia where no more than 200% of the Amount Of Insurance is paid.

Loss of an **arm** means severance at or above the elbow. **Loss** of a leg means severance at or above the **knee**. **Loss** of a hand **means** severance at or above the wrist. **Loss** of a foot means severance at or above the ankle. **Loss** of a thumb, finger or toe means severance at or above the first phalange. **Loss** of sight, loss of **speech** or loss of hearing must be total **and** irrecoverable.

Loss of use must be total, continuous for 12 months, **and** then must be determined to be permanent and **irrecoverable** before the benefit is payable.

Repatriation Benefit

When your or your Dependent's death results in an amount of benefit becoming payable **under** this benefit, a Repatriation Benefit will also be payable, as follows:

1. your or your Dependent's death must **occur** at least 100 kilometres away from your residence,
2. expenses must have been **incurred** in order to prepare or transport your or your **Dependent's** body for burial or cremation,
3. expenses must be, in **Sun Life's** opinion, **reasonable** and customary, and
4. payment is made only for expenses actually incurred but not reimbursed from other **sources**. If any **other** benefit of **the** group policy provides **similar** coverage for such expenses, the other benefit is deemed to pay prior to **this** benefit.

The **maximum** amount payable is **\$10,000**.

Rehabilitation Benefit

When a loss, **other** than loss of life, **results** in an amount of benefit becoming payable **under** this benefit, a Rehabilitation Benefit will **also** be payable, as follows:

1. rehabilitation must be pre-approved by **Sun Life** based on the likelihood of **successful** rehabilitation; it will normally consist of training required, because of the loss, in order to qualify you for an occupation which you would not have been engaged in, except for the loss,
2. expenses **must be** incurred within 3 years after the date of the Accident **and** while you continue to be covered by **this** benefit,
3. **expenses must be**, in **Sun Life's** opinion, **reasonable and** customary, and
4. payment is made only for **expenses** actually **incurred** but not reimbursed from **other sources**. If any other benefit of the group policy provides **similar** coverage for such expenses, the other benefit is deemed to pay prior to **this** benefit.

The **maximum** amount payable is **\$10,000**.

Payment is not made for **ordinary** living expenses such as **room, board**, travelling or clothing.

Spouse Occupation Training Benefit

If, while **insured**, you die as a direct result of an Accident **and** your Spouse must participate in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which your Spouse would not have **sufficient** qualifications otherwise, a Spouse Occupation Training Benefit will also be payable for **expenses** actually incurred by your Spouse for such training. Such expenses must be:

1. **pre-approved** by **Sun Life** based on the likelihood of successful retraining,
2. **incurred** within 3 years immediately following the date of the Accident,
3. in **Sun Life's** opinion, **reasonable and** customary, **and**

4. only for expenses actually incurred but not reimbursed from other sources. If any other benefit of the group policy provides similar coverage for such expenses, the other benefit is deemed to pay prior to **this** benefit.

The maximum amount payable is \$5,000.

Payment is not made for ordinary living expenses such as room, board, travelling or clothing.

Child Education Benefit

If, while insured, you die as a direct result of an Accident, a Child Education Benefit will also be payable for post-secondary school tuition expenses actually incurred by your Child who is enrolled as a full-time student:

1. in a school of higher education above the secondary level, or
2. at the secondary school level, but who enrolls as a full-time student in a school for higher education within 365 days after the date of your death.

Such expenses, must be, in Sun Life's opinion, reasonable and customary.

The maximum amount payable per year is 5% of the Amount Of Insurance or \$5,000, whichever is lesser, for up to a maximum of 4 years.

Payment is not made for

1. education expenses incurred prior to your death.
2. ordinary living expenses such as room, board, travelling or clothing.

Family Transportation Benefit

If, while insured, you or your Dependent suffer a loss as a direct result of an Accident and are confined in a Hospital which is located 150 kilometres or more from your normal residence, a Family Transportation Benefit will also be payable for accommodation in a commercial establishment and for travel expenses actually incurred by a member of your Immediate Family. Such expenses must be:

1. in Sun Life's opinion, reasonable and customary,
2. for accommodation in a commercial establishment in the vicinity of the Hospital,
3. for transportation by the most direct route to and from the place the Hospital is located, and
4. actually incurred but not reimbursed from other sources. If any other benefit of the group policy provides similar coverage for such expenses, the other benefit is deemed to pay prior to this benefit.

Immediate Family refers to you, your Spouse, parent, Child, brother or sister.

If transportation is by means other than a conveyance which is licensed to transport fare-paying passengers, expenses incurred for such transportation will be reimbursed at a rate of \$0.20 per kilometre travelled.

The maximum amount payable is \$5,000.

Aggregate Limit

The Aggregate Limit of Sun Life's liability under **this** benefit for all claims arising out of one Accident is \$3,000,000. If this amount is insufficient to cover fully the aggregate level of benefits otherwise payable for all claimants, a pro-rata share of such amount will be paid for each person based on the ratio which the individual benefit would have been to the said aggregate total of benefits.

Disability Benefit

If you become Totally Disabled while insured and premiums are waived for your Life insurance, then similarly, this Accidental Death and Dismemberment insurance is also continued without payment of premiums. Any amount of insurance continued is subject to the terms of the group policy.

Conversion

If your insurance ends and you purchase an individual life insurance policy under the terms of the Conversion contained in the group policy, you are also entitled to purchase an accidental death benefit to be attached to such individual life insurance policy. **No** medical examination is **required**.

Exclusions

A benefit is not paid for a loss which is due to or results from

1. self-inflicted injuries by firearm or otherwise, attempted suicide or suicide (while sane or insane).
2. drug overdose.
3. carbon monoxide inhalation.
4. flying in, descending from or being exposed to any hazard incident with any kind of aircraft, if you or your Dependent:
 - A. were receiving aeronautical instruction,
 - B. had any duties to perform in connection with the aircraft,
 - C. were being flown for a parachute descent,
 - D. were a member of any armed forces and the aircraft was under the control or charter of such forces.
5. the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
6. full-time service in the armed forces of any country.
7. commission or attempted commission of a criminal offence.

Making a Claim

If you or your Dependent die, a claim should be made as soon as reasonably possible.

If you or your Dependent suffer any other loss, a claim must be received by Sun Life not later than 12 months after the loss.

LONG TERM DISABILITY

The amount of your Long Term Disability insurance, the Elimination Period, the Maximum Benefit Period and the Rehabilitation Expense Benefit can be determined from the Benefit Details.

If you become Totally Disabled while insured Sun Life will pay, subject to Limitations and Exclusions, a Long Term Disability benefit for each month you remain Totally Disabled after completion of the Elimination Period until the earliest of the following:

1. the date you cease to be Totally Disabled,
2. the date you are no longer under the care of a Doctor,
3. the date the Maximum Benefit Period is reached, and
4. when you refuse to be examined by a Doctor appointed by Sun Life.

Rehabilitation Benefit

If you become Totally Disabled, you are encouraged to participate in a program of retraining such as a period of part-time work performed for the purpose of becoming capable of full-time employment. During **this** period, you may qualify for rehabilitation income. **This** income is available for the period shown in the Benefit Details. For you to receive this income, the program must be approved in writing by Sun Life. It is recommended that you consider engaging in a Rehabilitative Program as soon as possible after commencement of your Total Disability. **This** could be before your monthly payments commence.

Rehabilitation Expense Benefit - In addition, you are entitled to a Rehabilitation Expense Benefit if approved in writing in advance by Sun Life.

Residual Benefit - If you continue to be Totally Disabled after a period of rehabilitation and you engage in any occupation or employment, you may be entitled to a monthly Residual Benefit of up to 30% of your **Insured** Earnings. **This** benefit is available for a maximum of 18 months.

If you have any questions concerning these benefits, do not hesitate to contact Sun Life's Rehabilitation Section **through** the nearest claims office.

Re-employment Allowance - If you become employed on a full-time basis with the Employer for a period of 3 consecutive months immediately following a period during which you were in receipt of a monthly rehabilitation benefit, a re-employment allowance will be paid to the Employer. The re-employment allowance is equal to three times the amount of your last monthly rehabilitation benefit.

Benefits After Insurance Ends

If **this** insurance coverage ends while you are Totally Disabled, you will continue to receive benefits as if the coverage was still in effect.

Limitations

Payment is not made for

1. a period during which the you engage in any employment or occupation for wage or profit (other than in a Rehabilitative Program).
2. a Total Disability due to abuse of drugs or alcohol unless
 - A. (a) you are confined in a Hospital or are satisfactorily participating in a Rehabilitative Program, and

- (b) the confinement in Hospital or participation in the Rehabilitative Program began during your Elimination Period, or
 - B.** there is also organic disease present which would cause Total Disability even if the use of drugs or alcohol ceased.
3. a Total Disability due to or resulting directly or indirectly from a condition which existed on or before the commencement date of your **insurance** unless
- A. you have been insured under this provision for a period of not less than 13 weeks **during** which **you**:
 - (a) have been continuously Actively At **Work** (up to 3 days of absence will not break the continuity), and
 - (b) have not received medically required services for such condition from a Doctor or from appropriately qualified **personnel** acting **under** the direction of a Doctor, or
 - B.** the Total Disability commenced more than 12 months after the commencement date of your insurance.
4. a period
- A. of formal maternity and/or parental leave, which you take as provided under the relevant legislation.
 - B.** of maternity leave commencing with the earlier of:
 - (a) the elected date of leave, to which you and your Employer have mutually agreed, **and**
 - (b) the date of birth of the child, **and** ending with the earlier of:
 - (a) the elected date of **return** to active full-time work with your Employer, to which you and your Employer have mutually agreed, **and**
 - (b) the actual date you **are** again Actively At Work with your Employer.
 - C.** of parental leave, to which you and your Employer have mutually agreed.
5. any period the Employee is not receiving the Appropriate Treatment.
6. any period during which you fail to participate, without reasonable excuse, in a Rehabilitative Program approved by **Sun Life**.

Exclusions

A benefit is not paid for a Total Disability which **is** due to or results from

- 1. the hostile action of any armed forces, insurrection or participation in any riot or civil commotion.
- 2. intentionally self-inflicted injuries or attempted suicide (while sane or insane).
- 3. commission or attempted commission of a criminal offence by you.

Making a Claim

If you become Totally Disabled, notify Sun Life of your condition at least 30 days before the end of your Elimination Period. Formal claim must be made not later than 90 days after you complete your Elimination **Period**.

MEDICARE SUPPLEMENT INSURANCE

If, while insured, you or your Dependents incur any of the Eligible Expenses for medically necessary services or supplies in the treatment of an Illness, Sun Life will pay a benefit, subject to Limitations and Exclusions. **After** the application of the Deductible, if any, for each Benefit Year, the amount payable is determined by using the **Insured** Percentages shown for the **types** of expenses. A benefit is not payable for an Eligible Expense **used** to satisfy the Deductible, nor if the Maximum Benefit has been paid.

The Benefit Year, the Deductible, the Insured Percentages and the Maximum Benefit can be determined from the Benefit Details.

Eligible Expenses

TYPE 1 - IN-PROVINCE SUPPLEMENTARY HOSPITAL

Charges in your or your Dependent's Province of residence for

1. room and board in a Hospital, up to the daily limit shown in the Benefit Details.
2. out-patient services in a Hospital.

TYPE 2 - PRESCRIPTION DRUGS

Certain drugs prescribed by other qualified health professionals will be covered the same way as if the drugs were prescribed by a Doctor or a Dentist if the applicable provincial legislation permits them to prescribe those drugs.

Charges for

1. drugs, serums and vaccines which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug or requiring a prescription, which are prescribed in writing by a Doctor or Dentist and dispensed by a licensed pharmacist or Doctor.
2. life-sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
anti-anginal agents, anticholinergic preparations, anti-parkinsonism agents, anti-arrhythmic agents, bronchodilators, glaucoma therapy, anti-hyperlipidemic agents, insulin preparations, hyperthyroidism therapy, oral fibrinolytic agents, parasympathomimetic agents, potassium replacement therapy, tuberculosis therapy, topical enzymatic debriding agents.
3. oral contraceptives prescribed in writing by a Doctor.
4. needles, syringes and chemical diagnostic aids for the treatment of diabetes.
5. injectable drugs.
6. compounded prescriptions, regardless of their active ingredients.
7. colostomy and parkinsonism supplies.

Payment is not made for

1. patent and proprietary medicines, cough medicines, baby foods and formula, minerals, proteins, vitamins and collagen treatments.

2. any charge for administration of serums, vaccines and injectable drugs.
3. drugs, serums and vaccines dispensed by a Dentist.
4. anti-obesity treatments, including drugs, proteins and dietary or food supplements, whether or not prescribed for medical reasons.
5. experimental drugs.
6. contraceptive implants.
7. any nicotine resin containing products or any other smoking cessation products, whether or not a prescription is required for their sale.
8. drugs for the treatment of erectile dysfunction.

The payment for a single purchase of a Type 2 Eligible Expense is limited to the cost of a supply which could reasonably be consumed or used within a 3 month period following such payment.

TYPE 3 - EXTENDED HEALTH CARE

All medical care except the services of a licensed optometrist, licensed ophthalmologist or Dentist must be ordered by a Doctor.

Charges for

1. use of a licensed ambulance for local transportation of the person to and from the nearest Hospital qualified to render the necessary medical services.
2. use of a licensed air ambulance for transportation of the person to the nearest Hospital qualified to render the necessary emergency medical services, including, if required, the services and air fare of a registered nurse during the flight.
3. emergencies outside the person's Province of residence for the following services
 - A. public ward accommodation (including where permitted by law, any admittance, coinsurance, or utilization charges).
 - B. other Hospital Services** provided out of Canada.
 - C. out-patient services in a Hospital.
 - D. services of a Doctor,
 - E. economy air fare for the patient's return to his province of residence.

The maximum lifetime amount payable is \$1,000,000 per person.

4. referrals outside the person's Province of residence for the following services
 - A. public ward accommodation (including where permitted by law, any admittance, coinsurance, or utilization charges). The maximum amount payable, after deducting the amount payable by a government plan, is \$75 per day for a maximum of 60 days in a calendar year.
 - E.** other Hospital services provided out of Canada.
 - C. out-patient services in a Hospital.
 - D. services of a Doctor limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the person's province of residence.

A referral must be for treatment of an Illness and made in writing by a Doctor located in the person's Province of residence. Services rendered in such cases:

- A. must be rendered in Canada if such services (irrespective of any waiting lists) are available in Canada, or may be rendered out of Canada if such services are not available in Canada, and
 - B. must be services for which the Provincial Medicare Plan of the person's Province of residence agrees, in writing, to pay benefits to such person as a result of the referral.
5. services, while not confined in a Hospital, of a Private Duty Nurse, not normally resident in the person's home. The maximum amount payable in any Benefit Year is \$25,000 for each person.
 6. services of a registered nursing assistant or licensed practical nurse in the patient's home, when required. The maximum amount payable in any Benefit Year is \$5000 for each person.
 7. laboratory tests done in a commercial laboratory for diagnosis of an Illness (but excluding any tests performed in a Doctor's office or a pharmacy).
 8. services of a Dentist, including charges for braces or splints, for the repair or alleviation of damage to natural teeth resulting from an accidental blow to the mouth which occurs while the person is insured under this provision and provided the services are received within six months after the date of the accident. In no event will payment exceed the amount for the procedure in the Provincial Dental Association Fee Guide for a general practitioner which is current in the Employee's Province of residence on the date the treatment is received.
 9. services of an ophthalmologist or a licensed optometrist, limited to one eye examination in a 24 month period (12 month period for persons under age 18).
 10. services of a licensed physiotherapist, not normally resident in the person's home. The maximum amount payable in any Benefit Year is \$250 for each person.
 11. equipment rented (or purchased at SunLife's option) for temporary therapeutic use.
 12. casts, splints, trusses, braces or crutches.
 13. artificial limbs and eyes, including replacements when medically necessary, but excluding myoelectric appliances.
 14. treatment of an Illness by the use of radiotherapy or coagulotherapy.
 15. oxygen, plasma and blood transfusions.
 16. mammary prostheses required as a result of surgery.
 17. eye glasses and contact lenses required as a direct result of an accidental injury which was caused by external, violent and accidental means.

TYPE 4 - EXTRA CARE

Charges for

1. A. services of a licensed qualified speech therapist, not normally resident in the person's home, when ordered by a Doctor. Payment is limited to \$25 for the first visit and \$8 for each additional visit. The maximum amount payable in any Benefit Year is \$250 for each person.

- B. services of a licensed psychologist when ordered by a Doctor. Payment is limited to \$35 for the first visit and \$20 per hour for each additional visit. The maximum amount payable in any Benefit Year is **\$250** for each person.
 - C. services of a licensed naturopath. The maximum amount payable in any Benefit Year is **\$250** for each person.
 - D. services of a licensed massage therapist when ordered by a Doctor. The maximum amount payable in any Benefit Year is **\$250** for each person.
 - E. services of a licensed osteopath or chiropractor. The maximum amount payable in any Benefit Year is **\$250** per discipline for each person, including one x-ray examination to a maximum of \$15 per Benefit Year for each person.
 - F. services of a licensed podiatrist or chiropodist. Payment is limited to **\$8** per visit and one x-ray examination. The maximum amount payable in any Benefit Year is **\$250** for each person except that if the services are for the removal of toenails or the excision of plantar warts, the maximum amount payable in any Benefit Year is \$100 for each person.
2. confinement in a Convalescent Hospital for room and board charges up to the difference between the charges for public ward payable by the Provincial Medicare Plan and semi-private accommodation in the person's Province of residence, when ordered by a Doctor, provided:
- A. it follows at least 5 consecutive days of Hospital confinement, and
 - B. it is for rehabilitation and not primarily for custodial care.
- The maximum amount payable is **\$25** per day for up to **120** days of confinement for all periods of treatment of an Illness due to the same or related causes.
3. elastic support stockings prescribed in Writing by a Doctor. The maximum amount payable in any Benefit Year is **\$25** for each person.
4. orthopaedic shoes including modifications prescribed in writing by a Doctor or a podiatrist. The maximum amount payable in any Benefit Year is:
- A. unlimited if part of a brace or are specially constructed for the patient,
 - B. if not part of a brace, **50%** of the cost of the shoes, limited to **2** pairs per Benefit Year.

Co-ordination of Benefits

If you or any of your Dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

Benefits After Insurance Ends

If a person's coverage ends while such person is Totally Disabled, charges related to that Total Disability will be considered as Eligible Expenses for a further period of up to 90 days, but only if this provision continues in effect.

Benefits After Provision Termination

If this provision terminates while a person is in receipt of benefits under Type 3 item 8, then such person will continue to be entitled to those benefits as if this provision had not terminated.

Limitations

Payment is not made for

1. services or supplies payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of **the** charges for services or supplies over the customary and reasonable charges, in **the** locality where they are provided.
3. services or supplies for which no charge would have been made in the absence of this coverage.

Exclusions

A benefit is not paid for

1. charges incurred for an illness due to or resulting from:
 - A. the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
 - B. any cause for which indemnity or compensation is provided under any Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation,
 - C. bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Employer, or
 - D. commission or attempted commission of a criminal offence by the insured person.
2. charges for equipment deemed by Sun Life not to be Eligible Expenses, (e.g. orthopaedic mattresses, exercise equipment, air-conditioning or air-purifying equipment, whirlpools, humidifiers).

Making a Claim

If you or any of your Dependents incur Eligible Expenses, while insured, a claim must be made not later than the ~~earliest~~ of the following dates:

1. 18 months from the date the expenses were incurred,
2. 90 days after the termination of your insurance, and
3. **90** days after the termination of **this** provision.

DENTAL INSURANCE

If, while insured, you or your Dependents incur any of the Eligible Expenses listed and identified below by codes of the Canadian Dental Association, Sun Life will pay a benefit, subject to Limitations and Exclusions. After the application of the Deductible, if any, for each Benefit Year, the amount payable is determined by using the Insured Percentages shown for the types of procedures, and based on the lower of (i) the actual charge and (ii) the amount in the Suggested Fee Guide. A benefit is not payable for an Eligible Expense used to satisfy the Deductible nor after the Maximum Benefit has been paid.

The Benefit Year, the Deductible, the Suggested Fee Guide, the Insured Percentages and the Maximum Benefit can be determined from the Benefit Details.

Eligible Expenses

MODULE A - PREVENTIVE, DIAGNOSTIC, EMERGENCY OR PALLIATIVE SERVICES

Charges for

1. oral examinations
 - A. initial examinations of a new patient - limited to one during any 36 month period.
 - B. recall examinations of a previous patient - must be separated by an interval of at least 6 months and is limited to two per Benefit Year.
 - C. emergency examinations and/or consultations.
 - D. specific examinations.
2. consultations
 - A. treatment planning.
 - B. with patient.
 - C. another dentist.
 - D. house call, institutional call and office visit.
3. specific diagnostic procedures
 - A. bacteriologic cultures for determination of pathological agents.
 - B. dental caries susceptibility test.
 - C. biopsy, soft-hard tissues.
 - D. cytological examination.
 - E. pulp vitality tests.
4. radiographs and radiographic interpretations
 - A. intraoral periapical films, complete series - limited to once during any 36 month period.
 - B. periapical films, one to ten films.
 - C. occlusal films.

- D. posterior bitewing **films** • must be **separated** by an interval of at least 6 months and is limited to two per Benefit **Year**.
 - E. **extraoral films**.
 - F. sinus examination.
 - G. sialography.
 - H. **use** of radiopaque dyes to demonstrate lesions.
 - I. **temporomandibular** joint films.
 - J. **panoramic film** • limited to one during any 36 month period.
 - K. cephalometric **films**.
 - L. **tracing** of radiographs.
 - M. **interpretation** of radiographs from another **source** • per unit of time.
 - N. **tomography**.
 - O. **hand and wrist** (as diagnostic aid for dental **treatment**).
5. preventive services
- A. scaling and polishing • must be separated by an interval of at least 6 **months** and is limited to **two** per Benefit **Year**.
 - B. topical fluoride treatment.
 - C. oral hygiene instruction • must be separated by an interval of at least 6 months and is limited to **two sessions** per Benefit Year.
 - D. caries/pain control.
 - E. **interproximal** discing of **teeth**.

MODULE B - RESTORATIVE AND SOME SURGICAL PROCEDURES

Charges for

1. treatment of dental **caries** (fillings)
 - A. **amalgam restorations** of •
 - (a) **primary teeth**.
 - (b) permanent anterior and bicuspid **teeth**.
 - (c) **permanent molar** teeth.
 - B. pin reinforcement.
 - C. **stainless steel crowns**.
 - D. **silicate restorations**.
 - E. **acrylic or composite restorations**.
 - F. occlusal **equilibration** • limited to 8 units of time during any 12 month period.
2. **surgical services** • removal of erupted **teeth**
 - A. uncomplicated removal of erupted tooth

- (a) single tooth.
- (b) each additional tooth in same surgical site.
- B. surgical removal
 - (a) removal of erupted tooth (complicated).
 - (b) removal of impacted tooth.
- C. removal of residual roots
 - (a) soft tissue coverage.
 - (b) bone tissue coverage.
- D. anaesthesia.
- E. professional visits.
- F. in-office laboratory procedures.

MODULE C - ADDITIONAL RESTORATIVE AND SURGICAL PROCEDURES

Charges for

- 1. periodontal services (diagnosis and treatment of gum tissue)
 - A. non-surgical services - per unit of time
 - (a) application of displacement dressing.
 - (b) management of acute infections and other oral lesions.
 - (c) desensitization of tooth surface.
 - B. surgical services
 - (a) gingival curettage.
 - (b) gingivoplasty.
 - (c) gingivectomy.
 - (d) osseous surgery.
 - (e) osseous grafts - single, multiple site.
 - (f) soft tissue grafts.
 - (g) vestibuloplasty.
 - (h) post surgical treatment - periodontal - per unit of time.
 - (i) dental floss ligation.
 - C. adjunctive periodontal services
 - (a) provisional splinting - intra coronal, extra coronal - per unit of time.
 - (b) periodontal scaling and root planning - per unit of time.
 - (c) special periodontal appliances (including occlusal guards).
- 2. endodontic services

- A. pulp capping.
 - B. vital pulpectomy.
 - C. root canal therapy.
 - D. apexification.
 - E. periapical services.
 - F. root amputation- ~~at one~~ mot - two mots.
 - G. gingival curettage.
 - H. alveolectomy.
 - I. banding of tooth to maintain sterile operating field.
 - J. hemisection.
 - K. chemical bleaching only - per unit of time.
 - L. intentional removal, apical filling and reimplantation.
 - M. emergency procedures.
3. surgical services
- A. fibrotomy.
 - B. surgical exposure of tooth.
 - C. transplantation of a tooth.
 - D. surgical repositioning of a tooth.
 - E. enucleation of an unerupted tooth and follicle.
 - F. alveoplasty - per Unit of time.
 - G. gingivoplasty and/or stomatoplasty.
 - H. osteoplasty - per unit of time.
 - I. surgical excision.
 - J. surgical incision.
 - K. fractures.
 - L. frenectomy.
 - M. miscellaneous surgical services.
 - N. adjunctive general services - drugs (injections).

MODULE D - PROSTHODONTIC PROCEDURES

Charges for

1. denture adjustments (complete or movable partial dentures) - minor adjustments.
2. denture repairs.
3. denture rebasing, relining.

Pre-Determination

If the expected cost exceeds the Pre-Determination Limit shown in the Benefit Details send the Dentist's proposed treatment plan (completed dental claim form) to Sun Life before treatment commences. Sun Life will advise you the amount payable for the treatment taking into account possible alternate procedures or course of treatment based on accepted dental practice. This will make you aware of the amounts payable before the dental work is done.

Co-ordination of Benefits

If you or any of your Dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

Benefit after Provision Termination

If a procedure is performed after this provision terminates, a benefit is payable as if this provision had not terminated for the repair of damage to natural teeth resulting from an accidental injury to the mouth, provided:

1. the accident occurred while the person was insured and this provision was in force, and
2. the procedure is performed within 6 months after the date of the accident.

Limitations

Payment is not made for

1. dental services payable in whole or in part under any legislation, except to the extent that it permits excess payment.
2. any portion of the charge over the usual, customary and reasonable charge of the least expensive alternate service or material consistent with adequate dental treatment if an alternate service or material is customarily provided.
3. services or supplies for which no charge would have been made in the absence of this coverage.

Exclusions

A benefit is not paid for

1. dental services provided primarily for improving appearance.
2. charges for dentures lost, misplaced or stolen.
3. charges for appointments not kept or completion of claim forms.
4. expenses related to services or supplies of the type normally intended for sport or home use, such as but not limited to, mouthguards.
5. charges for services or supplies rendered for full mouth reconstructions, vertical dimension corrections, or for the purpose of splinting.
6. charges for dental services due to or resulting from:
 - A. the hostile action of any armed forces, insurrection or participation in a riot or civil commotion,
 - B. any cause for which indemnity or compensation is provided under any Workers Compensation Act, Criminal Injuries Compensation Act or similar legislation, or
 - C. commission or attempted commission of a criminal offence by the insured person

Making a Claim

If you or any of your Dependents incur Eligible Expenses while insured, a claim **must** be made not later than the **earliest** of the following dates:

1. **18 months from the date the expenses were incurred,**
2. **90 days after the termination of your insurance, and**
3. **90 days after the termination of this provision.**

You incur an Eligible Expense on the date

1. **a single appointment procedure is performed.**
2. **a multiple appointment procedure is completed.**

RESPECTING YOUR PRIVACY

Within the Sun Life Financial group of companies, protecting your privacy is a priority. We maintain a confidential file in our offices containing personal information about you and your contract(s) with us. Our files are kept for the purpose of providing you with insurance and investment products or services that will help you meet your lifetime financial objectives. Access to your personal information is restricted to those employees and representatives who are responsible for the administration and servicing of your contract(s) with us, or any other person whom you authorize. You are entitled to consult the information contained in our file and, if applicable, to have it corrected by sending a written request to us.

To find out about our Privacy Policy, visit our Web site at www.sunlife.ca or call 1 800 361-2128 and request that a copy of our Privacy Brochure be sent to you.

VON CANADA PENSION BOOKLET

FOREWORD	1	WHAT HAPPENS TO MY BENEFITS IF ■ BECOME DISABLED?	8
WHEN CAN I JOIN THE PLAN?	2	WHAT HAPPENS TO MY BENEFITS IF I BECOME TERMINALLY ILL?	8
FULL-TIME	2		
LESS THAN FULL-TIME	2		
TRANSFER FROM LESS THAN FULL-TIME TO FULL-TIME	2	WHAT HAPPENS IF I LEAVE VON FOR TO RETIREMENT?	9
TRANSFER FROM FULL-TIME TO LESS THAN FULL-TIME	2	LEAVES OF ABSENCE	10
MANITOBA EMPLOYEES	2		
QUEBEC EMPLOYEES	2	WHAT HAPPENS TO MY BENEFITS IF I DE?	10
CAN ■ TRANSFER FUNDS ■ INTO THE PLAN?	3	■ YOU DE BEFORE RETIREMENT	10
FULL-TIME EMPLOYEES	3	■ YOU DE AFTER RETIREMENT	12
LESS THAN FULL TIME EMPLOYEES	3	WHAT RATE OF ■ INTERES Do MY CONTR ■ BUT ■ IONS EARN?	12
How ARE FUNDS TRANSFERRED ■ INTO THE PLAN TREATED?	3	OTHER ■ NFORMAT ■ ON	12
WHAT HAPPENS TO MY MEM- BERSHIP ■ IF THERE IS A CHANGE IN MY EMPLOYMENT STATUS?	4	PENSION STATEMENT	12
WHO PAYS FOR MY BENEFITS?	4	OTHER	12
TAXATION OF CONTRIBUTIONS	5	ARE THERE OTHER SOURCES OF INCOME?	12
WHEN CAN I RETIRE?	6	CANADA/QUEBEC PENSION PLAN	12
How MUCH PENSION WILL ■ RECEIVE?	6	OLD AGE SECURITY	13
How WILL ■ RECEIVE MY PENSION BENEFITS?	6	RRSPs	13
WHAT FORM OF PENSION WILL I RECEIVE?	7	PERSONAL SAVINGS	13
NORMAL FORM	7		
OTHER OPTIONS	7		
WHAT IF I POSTPONE RETIREMENT?	8		

VON CANADA PENSION BOOKLET

FOREWORD

The purpose of this booklet is to describe the main features of the current VON Canada Pension Plan.

An attempt has been made to explain the pertinent aspects of the Plan as clearly and concisely as possible using a question and answer format. However, given the complexities of the legislation, there may be some issues that require further clarification. Should any apparent conflict arise between the information provided in this booklet and the terms of the official Plan Document, the latter takes precedence. This booklet supersedes and replaces all previous communication material.

Any member who has questions or wishes to consult with National Office about pension benefits is invited to contact the Branch Administrator or the Pension Section of the Pension & Benefits Group at the National Office at any time.

VON Canada National Office
110 Argyle Avenue
Ottawa, ON K2P 1B4

Telephone: (613) 233-5694
Fax: (613) 230-4376

VON CANADA PENSION BOOKLET

WHEN CAN I JOIN THE PLAN?

Both full-time and less than full-time employees (permanent part-time or relief/hourly) are eligible to participate in the VON Canada Pension Plan.

To join the Plan, you will be required to fill out an enrolment form which authorizes VON to deduct contributions directly from your pay cheque.

FULL-TIME

If you are a full-time employee you can join the Plan once you have completed six months of continuous service. You must join after you have completed one year of service.

LESS THAN FULL-TIME

If you work less than full-time you can join the Plan after you have completed two years of continuous service. If you choose not to join at that time, you will not be permitted to enrol in the Plan unless you meet the provincially legislated eligibility requirements or become a full-time employee. Your branch can provide you with more detailed information about the eligibility requirements for your province.

TRANSFER FROM LESS THAN FULL-TIME TO FULL-TIME

If prior to enrolling in the plan you are reclassified from less than full-time to full-time, you can join the Plan once you have completed six months of continuous service. Continuous service for the purposes of membership eligibility shall include your uninterrupted employ-

ment from your original appointment to less than full-time status. If on reclass date you have completed at least six months of continuous service, you may voluntarily join the plan. You must join the plan once you have completed one year of service.

TRANSFER FROM FULL-TIME TO LESS THAN FULL-TIME

If prior to enrolling in the plan, you are reclassified from full-time to less than full-time, you may join the plan once you have completed two years of continuous service from the date of your original appointment.

MANITOBA EMPLOYEES

If you are less than full-time and employed in Manitoba you must join the plan after you have completed twenty-four months of continuous service and provided your annual salary during each of the two consecutive calendar years was at least 25% of the Canada Pension Plan (CPP) earnings ceiling (refer to the tables on CPP/QPP earnings ceiling).

QUEBEC EMPLOYEES

If you are employed in Quebec, whether you work full-time or less than full-time, you may join the Plan if you have earned more than 35% of the Quebec Pension Plan (QPP) earnings ceiling or worked more than 700 hours in the preceding year. If you are a full-time employee, you must join the Plan after you have completed one year of service.

VON CANADA PENSION BOOKLET

CAN I TRANSFER FUNDS INTO THE PLAN?

Both full-time and less than full-time employees may transfer funds to the Plan from another registered Employer Pension Plan, if such plan permits and providing their benefits under such plan are vested and fully funded.

FULL-TIME EMPLOYEES

If you join the VON on a full-time basis and were a member of your immediate previous employer's pension plan, you may elect to transfer the value of your deferred vested benefits under that plan into the VON Plan within six months of your date of appointment. If you choose to transfer funds from your previous employer's plan, the waiting period may be waived and you may join the plan immediately.

You must be enrolled in the plan, before the funds are transferred to the VON Pension Plan.

LESS THAN FULL-TIME

EMPLOYEES

If you join the VON on a less than full-time basis and were a member of your immediate previous employer's pension plan, you may elect to transfer the value of your deferred vested benefits under that plan into the VON Plan once you have completed eighteen months of continuous service with the VON. You must be enrolled in the plan, before the funds are transferred to the VON Pension Plan.

For further details about transfers-in, please discuss this with your Branch Plan Administrator.

HOW ARE FUNDS TRANSFERRED INTO THE PLAN TREATED?

The Administrator of the Plan determines the amount you will be required to transfer in order to obtain full or partial years of pensionable service which you have earned from your previous employer plan. If the funds available for transfer exceed the amount required, you will receive full service credit and you will have to make other arrangements for the excess amount. If the funds available for transfer are less than the amount the plan requires, you will receive a pro-rated pensionable service credit

under the plan. On resignation, death, or retirement, your past service credit will be added to the pensionable service you have accumulated under the Plan and your benefits will be determined based on the applicable defined benefit formula in effect at that time. Funds transferred will be locked-in and subject to the terms and conditions of the Plan and that of the Pension Benefits Act and Regulations. Funds transferred in will be credited interest at the pension fund's rate of return.

The payment of benefits purchased will be subject to certification of the Past Service Pension Adjustment (PSPA) by Canada Customs and Revenue Agency.

VON CANADA PENSION BOOKLET

WHAT HAPPENS TO MY MEMBERSHIP IF THERE IS A CHANGE IN MY EMPLOYMENT STATUS

If you transfer from full-time to less than full-time while a member of the Plan, you will continue to make contributions to the Plan adjusted to your part-time earnings unless you are bound (see previous special note for Manitoba) by an election not to participate in the Plan. In this case, your membership will be suspended, no contributions will be required and no pensionable service will accumulate. However, any increase in your Annual Earnings Rate would be recognized,

WHO PAYS FOR MY BENEFITS?

Both you and your employer pay towards your pension. Upon enrolment in the plan, you pay a percentage of your pensionable earnings (earnings while a member of the plan). After allowing for investment earnings and other factors employers contribute the balance of the cost of member pension benefits.

VON Canada and participating local and provincial branches contribute an equal amount that their respective members are required to contribute as well as any additional amounts as determined by the Actuary in order to comply with funding requirements.

In addition, VON Canada meets requirements that are legislated in several provinces. Requirements specify that the most an employee can pay for a pension at termination of employment, retirement or death is half of its value - this applies to pension benefits earned in respect to your service on and after January 1, 1985 in Manitoba; January 1, 1988 in Nova Scotia; January 1, 1969 in Saskatchewan; and January 1, 1987 in Ontario and other provinces.

Since April 1, 1993 a member contributes at the rate of

- * 4.5% of the portion of your pensionable earnings expressed in full-time rate up to the Canada/ Quebec Pension Plan (C/QPP) earnings ceiling,

plus

- 6% of the portion of your pensionable earnings expressed in full-time rate above the C/QPP ceiling
- multiplied by
- the ratio of your contributory earnings to your full-time equivalent earnings.

VON CANADA PENSION BOOKLET

Examples:

Full-Time Employee (Member throughout the year)

Date of Hire:	July 1, 2000
Date of Plan Enrolment:	January 1, 2001
Annualized Salary Rate:	\$40,000.00
Yearly Maximum Pensionable Earnings (CPP/YMPE)*:	\$38,300.00
Required Contributions:	
i) 4.5% x \$38,300 =	\$1,723.50
ii) 6% x (\$40,000 - \$38,300)=	\$102.00
Employee Contributions:	\$1,825.50
Employer Contributions:	\$1,825.50

Less than Full-Time Employee (Member throughout the year)

Date of Hire:	January 1, 1999
Date of Plan Enrolment:	January 1, 2001
Annualized Salary Rate: (includes in-lieu of vacation if any)	\$40,000.00
Hourly rate (\$40,000/1950 hrs.)	\$20.51
Worked 900 hours	
Actual Earnings	\$18,459.00
CPP/YMPE:	\$38,300.00
Required Contributions:	
i) at 4.5% = (18,459/40,000) x (38,300 x .045)	\$795.35
ii) at 6% = (18,459/40,000) x (40,000 - 38,300) x .06	\$47.07
Employee Contributions:	\$842.42
Employer Contributions:	\$842.42

N.B: CPP/YMPE rate changes at the beginning of each year as determined by the Government of Canada

TAXATION OF CONTRIBUTIONS

All of your contributions to the Plan subject to a legislated maximum are tax-deductible. Your contributions for the year will be shown on your T-4 slip issued by your branch.

VON CANADA PENSION BOOKLET

WHEN CAN I RETIRE?

You have three retirement options under the Plan:

- Normal: Age 60
- Early: Any time after age 50 with two years of continuous service
- Postponed: After age 60, but not later than age 69

HOW MUCH PENSION WILL I RECEIVE?

When you retire from VON, your annual pension will be equal to:

- 1.5% of your final average earnings" up to the final average C/QPP earnings ceiling
plus
- 2.0% of final average earnings above the final average C/QPP earnings ceiling
multiplied by
- Your years of credited service**up to your date of retirement

* *Your final average earnings are your best five (5) years of earnings during your final fifteen (15) years of paid continuous service. The average C/QPP earnings ceiling is based on the same time period.*

** *Your years of credited service are the number of years from date of employment if you were appointed to VON prior to 1978 and are from date of plan membership if you were appointed after 1978. If you are a 'less than full-time' employee, the actual hours you have worked while a member of the plan.*

If you retire early, your pension will be reduced because your pension will be paid for a longer period than if you retired at age 60.

If you take your early retirement from active status, your pension will be reduced by 0.25% for each month that you retire before turning age 60.

If you take your early retirement from inactive status (e.g. you elected a deferred pension on resignation), your pension will be reduced by 0.5% for each month that you elect to receive early retirement pension before turning age 60.



Your lifetime pension benefits under the Plan shall not exceed the limit under the Canada Customs and Revenue Agency.

HOW WILL I RECEIVE MY PENSION BENEFITS?

When National Office receives your notice of retirement, you will be provided with an

VON CANADA PENSION BOOKLET

Election of Benefits Form outlining the various options available to you within the prescribed time. You are encouraged to review the various options and select the one that best suits your financial requirements. If you have a spouse, you will be required to complete a Waiver Form if you wish to elect option other than the Joint and Survivor benefits. You must indicate your preferred option on the Election Form and then return it along with any required forms to National Office - Pension Section.

The pension benefits payable to you will be in equal instalments on the first day of each month from Royal Trust Corporation, Trustee of the VON Pension Plan. You may have your monthly pension deposited directly to your bank account.

WHAT FORM OF PENSION WILL I RECEIVE?

NORMAL FORM

IF YOU HAVE NO SPOUSE

When you retire, you will receive a monthly pension for life. **This** is guaranteed for **60 months** in the event of early death. In other words, **if** you die before you have received payments for five years, the balance of the payments will be made to your designated beneficiary.

IF YOU HAVE A SPOUSE

If you have a spouse, you will automatically receive an actuarial adjusted pension for your life, with 60% of that pension continuing upon your death to your spouse for the rest of his/her lifetime. (If you live in Manitoba, 66 2/3% of your pension will be continued to your

spouse.) This benefit can be waived if both you and your spouse complete the prescribed form. (If you are employed in Ontario or Quebec, your spouse alone may waive **this** benefit).

OTHER OPTIONS

VON recognizes that people have different needs, so several optional forms of payment are offered:

JOINT AND SURVIVOR PENSION:

You will receive an adjusted pension for the rest of your life. The reduction in your pension will vary according to the age and sex of the person whom you name to receive the pension after your death. After your death, your designated beneficiary will receive the same or some other amount for the rest of **his** or her life, depending on the form of pension chosen.

LIFE, GUARANTEED 10 OR 15 YEARS:

You will receive an actuarial reduced pension for life with the extended guaranteed period that you elect.

OTHER:

VON may approve another form of pension that suits your financial needs, provided that it complies with prevailing legislation. For example, except in Quebec, you can have your benefits integrated with Old Age Security to provide a level amount of benefits throughout your lifetime (your benefit before age 65 will be increased, and reduced after age 65).

In order to receive one of the optional forms of pension benefits, you should advise National Office at least three months prior to the commencement of your pension.

VON CANADA PENSION BOOKLET

WHAT IF I POSTPONE RETIREMENT?

Your pension will be determined according to the same formula as for normal retirement, but based on earnings and credited service accrued to your actual date of retirement. Your increased earnings and longer service may result in a larger pension for you.

If you work in Quebec, your normal pension will be actuarially adjusted to your postponed retirement date and the higher of the two pensions will be paid to you.

As a Quebec member, if you postpone retirement, you can elect to receive a **full** or partial pension while still working in order to compensate for any reduction in earnings. If such an election is made, you shall cease to make contributions to **the** Plan and **will** not earn pension credits while in receipt of pension benefits.

Pensions must commence no later **than** age 69.

WHAT HAPPENS TO MY BENEFITS IF I BECOME DISABLED?

If you become disabled and receive payments from Workers' Compensation, VON Canada's Long Term Disability Plan, or a disability plan provided by a branch that is not participating in the national plan, you **will** continue to accumulate pensionable service credit up to the earliest of 30 months from date of disability, termination of your LTD benefits, termination of employment or the age when you become eligible for an unreduced pension. Neither your employer nor yourself **will** be required to make contributions to the plan during the period of disability on which no remuneration is being paid.

If you recover from your disability and return to active employment with VON, the payment of your monthly pension will cease and you **will** resume making the required contributions.

If you decide to resign from the VON while in receipt of LTD benefits, you will be entitled to receive one of the options available to you under the provisions on termination prior to retirement.

WHAT HAPPENS TO MY BENEFITS IF I BECOME TERMINALLY ILL?

If you are **an** active member suffering from a critical illness or disability that a physician has certified in writing **is** likely to shorten considerably your life expectancy, and your spouse has waived the normal form of pension, then you **may** elect to receive the value of your pension benefit in a single lump sum payment. If you were an employee in Ontario, you **may** elect a single lump sum payment of your pension benefit regardless of whether you terminated employment with VON.

VON CANADA PENSION BOOKLET

WHAT HAPPENS IF I LEAVE VON PRIOR TO RETIREMENT?

In all provinces other than Quebec, if your employment with VON ends before you retire and before you have completed two years of service, you will be entitled to a refund of your contributions, plus interest. If you are an employee in Quebec, there is immediate vesting and the following paragraph applies.

If you leave VON after you have completed two years of continuous service, your benefits are vested. You will be entitled to a deferred pension earned to the date of your termination of employment. This deferred pension is payable at your Normal Retirement Date. If your contributions plus interest amount to more than 50% of the Commuted Value (cost to fund your deferred pension), you will also be entitled to a refund of that portion of your contributions which is in excess of the 50% level. You have the option of transferring the excess refundable contributions to a registered retirement savings plan (RRSP), or cash less income tax deductions.

If you are an employee in Saskatchewan, and you leave VON after you have completed two years of service or if you leave VON after you have completed one year of service and the sum of your age plus service equals 45 or more, whichever comes first, your benefits are vested. You will be entitled to a deferred pension, payable at normal retirement date.

If you are not age 45 with at least 10 years of service, some or all of your contributions made before the applicable provincial locking-in date (1969 in Saskatchewan, 1985 in Manitoba, 1988 in Nova Scotia and 1987 for all other provinces) may be refunded to you in a lump sum, along with interest to your date of termination, less the appropriate deductions for income tax. If you choose to receive a

lump sum refund, all rights under the Plan in respect of this period of service will have been satisfied and your deferred pension or transfer value in respect to service on or after the locking-in date will be reduced accordingly. If you are age 45 or over with ten or more years of service or have completed at least two years of service at applicable locking-in dates, your pension benefits are locked-in.

You may elect to have the value of your deferred pension transferred to another employer's registered retirement plan, or providing you are not 55 years of age or older to one of the following:

- transferred to an approved locked-in retirement vehicle such as a locked-in RRSP,
- used to purchase a deferred annuity from an insurance company payable any time after age 55, or
- paid from the VON Canada Pension Plan as early as age 50 (accrued pension reduced by 0.50% for each month that your retirement date precedes age 60).

Upon notification of your resignation from VON, the Pension Section at National Office will send you detailed pension option forms. The return of these forms indicating your benefit election, is required within a certain prescribed time (usually 60 days from receipt). If these forms are not returned to National Office within the time limits indicated on the forms, a deferred vested pension and/or a lump sum cash refund, as applicable, may be elected on your behalf, in accordance with the terms of the Plan.

VON CANADA PENSION BOOKLET

LEAVES OF ABSENCE

If you are granted a paid leave of absence you must continue to make contributions to the Plan.

If your leave of absence is unpaid, neither you nor VON make contributions into the Plan.

Contributions are not required but you will continue to accrue pensionable service with the Plan during the following types of leave:

- approved educational leave, providing you return to employment with VON at the end of your leave, subject to the maximum allowed by legislation
- disability leave of absence during which you are receiving Workers' Compensation benefits subject to a maximum allowed under the plan
- disability leave of absence during which you are entitled to or are receiving benefits under VON Canada's Long Term Disability plan (or a disability plan provided by a branch that is not participating in the national plan) subject to the maximum allowed under the plan

For other leaves of absence, no benefits accrue until you return to VON's employment and resume making contributions.

In some provinces, where there are special requirements for maternity or parental leaves of absence, their respective members may accrue pensionable service during this type of leave providing the member elects to continue making the required contributions. Your branch can provide additional information in this regard.

WHAT HAPPENS TO MY BENEFITS IF I DIE?

IF YOU DIE BEFORE RETIREMENT

If you have less than **two** years of continuous service, your beneficiary will receive a return of your contributions to the Plan with interest.

If you have at least **two** years of service or you are a member in Saskatchewan, the Plan will pay the value of death benefit to your spouse or beneficiary, as applicable, which is the greater of:

- **two** times your contributions, without interest, or
- the applicable amount in the table on page 11.

If you have a spouse, and work in Alberta, British Columbia, Manitoba or Saskatchewan, your spouse will receive a pension for life providing your pension is vested or other options other than a lump sum – in the rest of Canada, a lump sum payment will be made. If you have no spouse, your benefit will be paid in a lump sum to your beneficiary. In Alberta, if you have no spouse, the benefit payable to your beneficiary will be **two** times your contributions without interest.

If you work in Quebec and die after age 60 but before retirement, your spouse will receive a pension equal to the greater of the pre-retirement death benefit or the joint pension that would have been payable if you had retired just prior to your death.

VON CANADA PENSION BOOKLET

A number of options are available to your spouse for receiving the death benefit. Your spouse can;

- purchase an immediate or deferred annuity from an insurance company, with or without a guaranteed period;
- transfer the funds to another registered retirement plan; or
- transfer funds to an approved locked-in retirement vehicle such as a locked-in Registered Retirement Savings Plan (RRSP).

The death benefit is payable to your surviving spouse, or if you do not have a spouse on the date of your death, to your designated beneficiary. If you are a member in Ontario or Quebec, the death benefit could be paid to your beneficiary other than your spouse, providing a prescribed waiver form is completed and filed with the Administrator. If you are a member in Newfoundland, payment of death benefits shall be made to your designated beneficiary, irrespective of whether you have a spouse on the date of your death.

If you do not have a spouse or you and your spouse are living separately on the date of your death, your beneficiary or estate will receive the lump sum settlement of your death benefits.

Alberta	Your own contributions made before January 1, 1987 with interest, plus 60% of commuted value of pension earned after January 1, 1987 but prior to January 1, 2000 and 100% thereafter.
Manitoba	Your own contributions made before January 1, 1985 with interest, plus 100% of commuted value of pension earned after January 1, 1985.
New Brunswick	Your own contributions made before January 1, 1987 with interest, plus 100% of commuted value of pension earned after January 1, 1987, or if greater and you have completed five or more years of continuous employment, 60% of the commuted value of the pension benefit for all service.
Newfoundland	Your own contributions made before January 1, 1987 with interest plus 100% of commuted value of pension earned after January 1, 1987. If you die in the 10-year period before the normal retirement date, then your spouse if applicable, will receive an amount at least equivalent to the value of the benefits you would have received had you elected to retire immediately prior to death.
Nova Scotia	Your own contributions made before January 1, 1988 with interest plus 60% of commuted value of pension earned after January 1, 1988.
All Other Provinces	Your own contributions made before January 1, 1987 with interest, plus 100% of commuted value of pension earned after January 1, 1987.

VON CANADA PENSION BOOKLET

IF YOU DIE AFTER RETIREMENT

In the "Forms of Pension" section, we discuss guaranteed pensions and survivor pensions. The form of pension you elect **will** determine the survivor income your spouse or beneficiary would receive. For example: if on retirement you elected to receive a pension that is guaranteed for 10 years and you die after five years, then your designated beneficiary will be entitled to receive the remaining monthly pension for five years.

WHAT RATE OF INTEREST DO MY CONTRIBUTIONS EARN?

In all provinces other than Quebec, interest that is applied to your contributions is based on the 12-month average of the Bank of Canada rate for a five-year personal fixed term deposit. If you are an employee in Quebec, your contributions are credited interest at the pension fund's rate of return.

OTHER INFORMATION

PENSION STATEMENT

Each year, you will receive a personal statement that **will** show you how much pension benefit you have earned and other relevant information about your pension.

OTHER

You are entitled to look at the Pension Plan Document and any amendments at the offices of VON during normal business hours. A copy of the Plan Document can be requested, in writing, **and** will be provided within 30 days for a **small** administration charge. Also, the Plan Document is now available on the corporate website at www.von.ca.

ARE THERE OTHER SOURCES OF INCOME?

In addition to the income you receive from the VON Canada Pension Plan, there are other sources of retirement income, including:

CANADA/ QUEBEC PENSION PLAN

This plan provides a monthly income at age 65 (or on a reduced basis as early as age 60). The amount you receive varies with your earnings and the number of years you have made mandatory contributions. Pensions are adjusted each year to reflect increases in the Consumer Price Index.

OLD AGE SECURITY

This plan, funded from general tax revenue, provides you and your spouse with a monthly pension at age 65. The benefit is adjusted quarterly to reflect changes in the Consumer Price Index.

These government benefits are not provided automatically. You should apply for them about **six** months before payments are due to commence.

If your total income from all sources exceeds

VON CANADA PENSION BOOKLET

the maximum limit set by the government, a certain portion of your Old Age Security will be clawed back.

RRSPs

Registered Retirement Savings Plans (RRSPs) are tax-sheltered vehicles into which you set aside funds for retirement. In addition to their attractive tax-saving features, **RRSPs** allow you the flexibility to decide in what form your pension will be received, and often give you choices as to how your money will be invested.

Your Pension Adjustment (PA) will be indicated on your T-4 slips each year. It is based on the value of the pension that you have accrued in that year. Canada Customs and Revenue Agency will use this information to determine the amount you are allowed to contribute to your RRSP for the following year and will notify you of this amount later in the year.

PERSONAL SAVINGS

What you set aside on your own, either **through** investments or savings, could mean a great deal in determining your future prosperity. Although you may not enjoy the same tax breaks that retirement plans offer, you benefit nonetheless. **Common** personal investments include Canada Savings Bonds, treasury bills, debentures, mutual funds and investment certificates.



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11