

Collective Agreement

Between

The Corporation of the Town of
Oakville

and

The Oakville Professional Fire Fighters Association

Begins:
00/00/2003

Terminates:
00/00/2005

10941 (03)

AGREEMENT

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

- and -

**THE OAKVILLE PROFESSIONAL FIRE FIGHTERS
ASSOCIATION**

Dated: May 30th, 2003

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THIS AGREEMENT made the 30TH DAY OF MAY, 2003

Between:

THE CORPORATION OF THE TOWN OF OAKVILLE

Hereinafter called the Employer

of the First Part

- and -

**THE OAKVILLE PROFESSIONAL FIRE FIGHTERS
ASSOCIATION**

Hereinafter called the Association

of the Second Part

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION AND DEFINITION

- 2.01 The Employer recognizes the Association as the exclusive bargaining agent for the "employees" of the Fire Department of the Employer.
- 2.02 This Agreement shall apply to all employees of the Fire Department of the Town of Oakville.

- 3.03 Whenever the word "employee" or the word "employees" is used in this Agreement, it shall mean a full-time Fire Fighter as described by the Fire Protection and Prevention Act with the exception of the Chief and the Deputy Chief.

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- 3.01 The Association acknowledges that the Corporation has and shall maintain the right to manage and direct its operations, including the establishment of Policies, Procedures and Guidelines, which are not specifically restricted by the terms of this agreement **and discipline for just cause.**
- 3.02 The Corporation agrees to notify the Association of any changes to the Policies, Procedures and Guidelines at least three (3) weeks prior to such changes being implemented, and to meet and consult with the Association about the impact of the proposed changes, if requested by the Association, during that three (3) week period. Time limits may be waived by mutual agreement of the Parties.

ARTICLE 4 - NO DISCRIMINATION OR INTERFERENCE

- 4.01 The Employer agrees that there will be no interference with the rights of the employees to become members of the Association and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives with respect to any employee because of his/her membership in or connection with the Association.
- 4.02 The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Association or any representative of the Association with respect to any employee of the Fire Department of the Town of Oakville who is not a member of the Association.

ARTICLE 5 - ASSOCIATION REPRESENTATION

- 5.01 The Association shall name, appoint or otherwise select a negotiating committee of not more than three (3) who shall be members of the Association and shall have reached at least the rank of First Class Fire Fighter and other advisors as deemed necessary at the expense of the Association.
- 5.02 The Employer shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.
- 5.03 Employees appointed or otherwise selected to serve on the Association's Negotiation Committee as herein provided, shall suffer no loss of earnings as a result of their attendance at negotiation meetings during their normal scheduled hours of work.

- 5.04 When an employee is required to meet with senior officers of the Fire Department or the Corporation in circumstances where formal discipline could result, the employee shall be entitled to be informed of that possibility at the time of scheduling the meeting, and to representation by an authorized representative of the Association.

ARTICLE 6 - EMPLOYER'S REPRESENTATION

- 6.01 The Employer shall appoint a negotiating committee consisting of the Head of the Council and two (2) other appointees and other advisors as deemed necessary.
- 6.02 The employees shall recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

ARTICLE 7 - ASSOCIATION DUES

- 7.01 The Employer shall deduct monthly from the salary cheque of each employee such sums as may from time to time be assessed by majority vote of the Association membership according to their Constitution and By-laws. Such deductions shall include an amount equivalent to the regular monthly dues and any special assessments providing for benefits and privileges shared by all employees of the Department, but shall exclude Association initiations or reinstatement fees or any special assessments for purposes in which non-Association member employees, as such, would not benefit or participate. Every employee shall give to the Treasurer of the Employer written authorization to deduct the aforementioned amounts from the **first (1st)** pay of each month. All amounts so deducted shall be remitted to the Treasurer of the Association not later than **ten (10) working** days following the **pay** in which the deductions were made.
- 7.02 The Association indemnifies and saves harmless the Employer from any action which may arise from the application of this Article.

ARTICLE 8 - MUTUAL INTEREST - NO STRIKES AND NO LOCK-OUTS

- 8.01 The Association and the employees both agree that they will not at any time cause, authorize, sanction or participate in any way in any sit-down, stay-in or slow-down in any department or a strike or stoppage of any of the Employer's operations or any curtailment of work or restrictions of or interference with work or any employment related picketing of the Employer's premises and further it is agreed that the Employer may discharge any employee who causes or takes part in such action.
- 8.02 The Employer agrees that it **will** not cause or sanction a lock-out during the term of this Agreement.
- 8.03 The words "strike" and "lock-out" shall be as defined in The Ontario Labour Relations Act, Chapter 228, S.O. 1995, Ch. 1, Sch. A, as amended from time to time.

- 8.04 (a) The Corporation shall pay all damages or costs awarded against an employee in any court action where such court action arose as a result of the lawful and reasonable execution of his or her duty as an employee and shall pay all reasonable legal expenses and costs including settlements, incurred by such employee in any such proceeding, save and except where the court action has arisen out of the unlawful, dishonest, fraudulent, negligent or malicious act of such employee.
- (b) The Corporation shall not be liable to make any payment under Clause (a) above unless:
- (i) that employee has promptly given written notice of such claim to the Corporation;
 - (ii) the Corporation has had an opportunity to take carriage of such proceedings;
 - (iii) where the claim is of the nature covered by the Corporation's liability insurance policy, there has been no policy violation or other act on the part of that employee which would prejudice the Corporation's right of recovery under such policy;
 - (iv) in the case of settlement of such claim, the Corporation has agreed to such settlement.

ARTICLE 9 - COMPLAINT AND GRIEVANCE PROCEDURE

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated or whenever an employee who has completed the required probationary period and has been accepted by the Employer for employment in the permanent service, claims that he/she has been disciplined or discharged without reasonable cause, such difference, allegation or claim being hereinafter referred to as the grievance, the grievance procedure set forth below shall apply.

A policy grievance raising matters of general application may be filed at Step 2 of the grievance procedure.

9.02 No grievance will be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the submission of the grievance.

Step 1 - An employee having a grievance will first take the matter up orally with the officer in charge of his/her shift on which the grievance originated.

Step 2 - If the grievance is not settled within five (5) working days, the employee shall submit the matter in writing to the Fire Chief within five (5) working days of receiving the reply of the officer in charge of his shift. The Chief shall render his/her written decision to the employee within five (5) working days after he/she receives the written grievance. In the context of this Article a working day shall be deemed to be Monday to Friday excluding designated holidays.

Step 3 - If the reply of the Fire Chief is not acceptable to the employee, the grievance may be referred to the Chief Administrative Officer **CAO/Town** Manager or the Director of Human Resources within five (5) working days of the written decision of the Fire Chief. The **CAO** or the Director of Human Resources, who together with the Fire Chief and any other advisors deemed necessary, shall meet with the employee and the Association representatives within five (5) working days to consider the grievance. Within five (5) working days of meeting the aforesaid, the **CAO/Town** Manager or the Director of Human Resources will render a written reply to the employee.

9.03 Extensions to the time limits in Steps 1, 2 and 3 of 9.02, may be waived by mutual agreement between the two (2) parties.

9.04 The employee in all steps of the grievance procedure shall be confined to the grievance and redress sought as set forth in the written grievance initially filed as provided.

9.05 MANAGEMENT GRIEVANCES

It is understood that the Employer may bring forward at any meeting held with the Association Committee any complaint with respect to the conduct of the Association, its officers or members, and that if such complaint by the Employer is not settled to the mutual satisfaction of the two (2) parties, it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

9.06 ARBITRATION

Both parties to this Agreement agree that any alleged misinterpretation of violation of the provisions of this Agreement, including any grievance which has been properly carried through all of the steps of the grievance procedures herein outlined and which has not been settled, may be referred to arbitration as provided by the Fire Protection and Prevention Act at the request of either of the parties hereto, provided that such request must be received not later than ten (10) working days after a decision has been rendered.

9.07 When the grievance referred to arbitration as provided in this Article is a discharge grievance or a discipline grievance, the arbitrator may review the penalty imposed in the last step of the grievance procedure and substitute therefore any other arrangement or remedy which is just and equitable in his opinion.

- 9.08** The parties will jointly, in equal shares, bear the expenses, if any, of the arbitrator and any other cost arising out of the arbitration proceedings.
- 9.09** Any employee may for justifiable reasons request in writing to review his/her own work record on the Employer's files. Such review will be accommodated at the earliest convenience. Following such review, an employee may request that any references to reprimands be removed after a two (2) year period of the occurrence.

ARTICLE 10 - PROBATION AND PROMOTION

- 10.01** Every new employee shall serve a probationary period of twelve (12) months. A new employee may be examined at any time during the probationary period to determine his/her suitability for the fire service and if he/she is not suitable, in the opinion of the Fire Chief, the Fire Chief may, at his/her discretion, terminate the services of the new employee without recourse to Article 9.
- 10.02** After six (6) months employment, with the exception of the Communication **Support** Technician, a new employee may be promoted to the rank of Fourth Class Fire Fighter and shall continue to be on probation for a further period of six (6) months. At the end of the total twelve (12) months of probation, the Fire Chief shall confirm the new employee as a Fourth Class Fire Fighter until he/she has completed eighteen (18) months of service from the original date that he/she commenced to serve the probationary period. An employee, after completing eighteen (18) months of service, shall remain in each subsequent class for the following periods:

THIRD CLASS FIRE FIGHTER - twelve months (12) after promotion from Fourth Class,

SECOND CLASS FIRE FIGHTER - twelve (12) months after promotion from Third Class after which he/she shall be eligible for promotion to First Class Fire Fighter.

- 10.03** All promotions up to the rank of First Class Fighter with the exception of the Communication **Support** Technician, shall be determined on the recommendation of the Fire Chief on the basis of practical work and such written and oral tests and examinations as he/she may set from time to time.

10.0 CAPTAIN/ TRAINING OFFICER/ FIRE PREVENTION OFFICER/ PUBLIC EDUCATION – SPECIAL PROJECTS OFFICER

- (a) All promotions up to and including the rank of Captain, **Training Officer, Fire Prevention Officer and Public Education – Special Projects Officer**, with the exception of the Communication **Support** Technician, shall be determined as outlined in this and clauses 10.04 (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) and 10.07 (a), (b), (c) and (d).

- (b) Promotions shall be based on a written examination of 60% and an oral examination of 40%. The passing mark for either section shall be 50% and an overall minimum mark of 70% to pass. Seniority marks shall be given to each candidate, one (1) mark for every year of service to a maximum of fifteen (15). Assessments shall be worth an additional ten (10) marks. The seniority and assessment marks shall be added to the totals from the written and oral portions of the examination process to achieve the overall mark.
- (c) The ~~ten~~ (10) marks for the assessment portion shall consist of 50% by the immediate senior officer and 50% by the appropriate Divisional Chief.
- (d) Seniority shall be based on one (1) mark for every year of continuous service to a maximum of fifteen (15) years.
- (e) All candidates shall be informed of and have received a list of all material to be used for a written examination a minimum of five (5) weeks prior to the date on which the written examination is to take place. Time limits may be waived by mutual agreement between the parties to this agreement.
- (f) All candidates are to be informed of the topic to be used in the oral examination a minimum of thirty-five (35) days prior to the date on which it is to take place. Time limits may be waived by mutual agreement between the parties to this agreement. An oral presentation shall have a time limit of thirteen (13) to fifteen (15) minutes and shall be strictly adhered to. If a candidate is under the thirteen minutes, he/she shall be given a grace period of one (1) minute, presentations under the one (1) minute grace period, penalty marks of two (2) points will be assessed for every minute under the grace period. If a candidate goes over the fifteen (15) minute time limit, he/she shall have a grace period of one (1) minute. After the one (1) minute grace period, penalty marks of two (2) points will be assessed for every minute beyond the fifteen (15) minute time limit. Candidates may use teaching aids. Any questions asked to any candidate must be asked to all candidates during the oral presentation.
- (g) The oral presentation shall be done before a board to consist of the Director of Human Resources or designate, the Chief, the Deputy Chief, the appropriate Divisional Chief or their designate, who shall be the Assistant Deputy Chief and the President of the Oakville Professional Fire Fighters Association or designate who will be an observer only. The presentation shall follow the format and marking scheme of the Ontario Fire College program formerly known as the "Techniques of Instruction Course". These guidelines are available from the Chief Training Officer.
- (h) Applicants must have eight and one half (8½) years of continuous service with the Oakville Fire Department unless there is mutual agreement between the parties to this agreement to lower the requirement.

- (i) Upon attaining the overall mark of 70%, the employee(s) shall be placed on the Officer Rank Promotional List in the order of the marks until a promotion is available or for two (2) years. Once an employee has acted in a position, he/she shall not be required to requalify and he/she shall be placed on the Officer Rank Promotional List permanently. Any employee who has attained the acting position and acted in that position shall be promoted as his/her name comes up in the order as posted on the Officer Rank Promotional List.

The Officer Rank Promotional List does not include the ranks of Assistant Deputy Chief, Platoon Chief, Acting Platoon Chief, Chief Fire Prevention Officer, Assistant Chief Fire Prevention Officer, **Fire Prevention Officer**, Chief Training Officer, Assistant Chief Training Officer, **Training Officer**, **Public Education and Special Projects Officer** and **Communication Support Technician** unless there is mutual agreement between the parties to this agreement to establish ranking lists for the positions listed herein.

- (j) Successful **Captain** candidates shall be required to attend the Ontario Fire College for the purpose of completing the Company Officer Diploma Program.
- (k) Applicants for the position of Training Officer shall be required to demonstrate mechanical ability through administration of a recognized Mechanical Aptitude Testing process.
- (l) Successful Fire Prevention candidates shall be required to attend the Ontario Fire College for the purpose of completing the Fire Prevention Officer Diploma Program.

10.05

F E I T

CHIEF FIRE PREVENTION OFFICER

- (a) Competition for Acting Platoon Chief shall be limited to those individuals who have attained the rank of Captain with five (5) years experience unless there is mutual agreement between the parties to this agreement to lower the requirement. Promotions shall be determined as outlined in this clause and clause 10.05 (d), (e), (f), (g), and (h) and 10.07 (a), (b), (c) and (d).
- (b) Competition for Assistant Chief Training Officer shall be limited to current Training Officers, persons who have attained the rank of Captain and persons above the rank of Captain, **all of whom shall have successfully completed their probation period**, unless mutually agreed upon between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this clause and clauses 10.05 (d), (e), (9), (g), (h) and (i) and 10.07 (a), (b), (c) and (d).
- (c) Competition for Assistant Chief Fire Prevention Officer shall be limited to current Fire Prevention Officers, persons who have attained the rank of Captain and persons above the rank of Captain, **all of whom shall have successfully completed their probation period**, unless mutually agreed upon between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this and clauses 10.05 (d), (e), (9), (g), and (h) and 10.07 (a), (b), (c) and (d).

- (d) A selection committee of up to four (4) persons shall be formed including the following positions: the Director of Human Resources or designate, Fire Chief, Deputy Fire Chief or their designate, who shall be the Assistant Deputy Chief or **appropriate Divisional Chief** and the Oakville Professional Fire Fighters Association shall provide the President or designate, who shall act only as an observer in each competition.
- (e) The selection committee will develop a series of questions that will be used in a structured interview with each applicant.
- (f) Applicants will be required to give a fifteen (15) minute oral presentation to the committee on **one (1) of three (3) pre-selected topics of which the candidate shall choose one and respond to questions from the committee on the presentation.** The candidates **must notify the committee of his/her** topic thirty-five (35) days prior to the date on which the presentation is to be given. Time limits may be waived by mutual agreement between the parties to this agreement.
- (g) Applicants will also be required to demonstrate the ability to produce a written report. The report will be prepared on a **pre-assigned** topic, will be a minimum of one thousand (1,000) words in length and will be written or **typed from** memory at the time of testing. The applicants are to be informed of the topic five (5) weeks prior to the date on which the report is to be given. Time limits may be waived by mutual agreement between the parties to this agreement.
- (h) **The passing mark for (e), (f) and (g) shall be 50% and an overall mark of 75% to pass.**
- (i) Applicants for the position of Assistant Chief Training Officer may be required to demonstrate mechanical ability through administration of a recognized Mechanical aptitude testing process.

10.06 PLATOON CHIEF/ CHIEF TRAINING OFFICER/ CHIEF FIRE PREVENTION OFFICER/ ASSISTANT DEPUTY CHIEF

- (a) Competition for Platoon Chief shall be limited to those individuals who have attained the rank of Acting Platoon Chief **and successfully completed the probation period as referenced in Article 10.07 (c)**, unless there is mutual agreement between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this clause and clauses 10.06 (e), (f), (g), (h) and (i) and 10.07 (a), (b), (c) and (d).
- (b) Competition for Chief Training Officer shall be limited to current Training Officers, persons who have attained the rank of Captain and persons above the rank of Captain, **all of whom shall have successfully completed their probation period**, unless mutually agreed upon between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this and clauses 10.06 (e), (f), (g), (h), (i) and (k) and 10.07 (a), (b), (c) and (d).

- (c) Competition for Chief Fire Prevention Officer shall be limited to current Fire Prevention Officers, persons who have attained the rank of Captain and persons above the rank of Captain, all of whom shall have successfully completed their probation period, unless mutually agreed upon between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this and clauses 10.06 (e), (f), (g), (h), and (i) and 10.07 (a), (b), (c) and (d).
- (d) Competition for Assistant Deputy Chief shall be limited to those individuals who have attained the rank of Captain with five (5) years experience or above, unless mutually agreed upon between the parties to this agreement to lower the requirements. Promotions shall be determined as outlined in this and clauses 10.06 (e), (f), (g), (h), (i) and (j) and 10.07 (a), (b), (c) and (d).
- (e) A selection committee of up to four (4) persons shall be formed including the following positions: the Director of Human Resources, or his/her designate, Fire Chief, Deputy Fire Chief, or their designate, who shall be the Assistant Deputy Chief (except for the competition for the position of Assistant Deputy Chief) and the Oakville Professional Fire Fighters Association shall provide the President of the Association, or a designate, who will act only as an observer in each competition.
- (f) The selection committee will develop a series of questions that will be used in a structure interview with each applicant.
- (g) Applicants will be required to give a fifteen (15) minute oral presentation to the Committee on one (1) of three (3) pre-selected topics of which the candidate shall choose one and respond to questions from the committee on the presentation. The candidate must notify the committee of his/her topic thirty-five (35) days prior to the date on which the presentation is to be given. Time limits may be waived by mutual agreement between the parties to this agreement.
- (h) Applicants will be required to demonstrate the ability to produce a written report. The report will be prepared on a pre-assigned topic, will be a minimum of one thousand (1,000) words in length and will be written or typed from memory at the time of testing. The applicants are to be informed of the topic five (5) weeks prior to the date on which the report is to be given. Time limits may be waived by mutual agreement between the parties to this agreement.
- (i) The passing mark for (g), and (h) shall be 50% and an overall mark of 75% to pass.
- (j) In the event the Corporation determines that the short listed candidates for the position of Assistant Deputy Chief are to be interviewed following the process outlined herein, the process shall include a structured interview in the same manner as set out in 10.06 (f) with the Association being advised of the questions to be asked.
- (k) Applicants for the position of Chief Training Officer may be required to demonstrate mechanical ability through administration of a recognized Mechanical aptitude testing process.

- 10.07 (a) Candidates will be entitled to review the evaluation of their own written and oral examinations together with the questions, appropriate answers and sources on request made within ten (10) days of the date on which the results of the examination are communicated.
- (b) Any eligible candidate who is absent during a job posting will be assumed to have applied for the position until he/she advises otherwise.
- (c) All promotions above the rank of first class fire fighter shall be on a probationary basis for one year.
- (d) In the event that the formal evaluation results in an equal rating of applicants, the most senior will be promoted.
- 10.08 In the event that no applications are received or eligible candidates are available as specified in 10.04, 10.05, and 10.06 the requirements may be lowered by mutual agreement by the parties to this agreement, and if there are still no eligible applicants, the Corporation will use the regular posting and advertising procedures to recruit qualified applicants.
- 10.09 For the first six (6) months of employment, probationary employees are covered by Articles 7, 8, 12, 13, 15, 16, 17 and 20. The Grievance procedure (Article 9) is only applicable with regard to the aforementioned Articles.
- 10.10 The promotion criteria for any future positions within the bargaining unit that may be created shall be mutually agreed upon between the parties to this agreement.
- 10.11 Any employee requesting a transfer back to the Fire Suppression Division from another Division will only be placed back at the position held before he/she transferred out of Fire Suppression if such a vacancy exists. If the employee held an acting rank before the transfer, he/she shall be put back on the bottom of the applicable acting list.

ARTICLE 11 - SENIORITY, LAYOFF AND RECALL

- 11.01 Seniority is defined as the length of service of an employee in the Fire Department of the Town of Oakville and shall be considered on a department-wide basis. Seniority shall be one (1) of the factors considered in determining selections for such things as promotions, transfers, demotions, lay-offs and recalls, and where set out in other provisions of this Agreement.
- 11.02 The Employer shall maintain a seniority list showing the name, job title and hiring date of each employee. An employee on the list shall have seniority rights from the date of hiring only after satisfactorily completing the required Probationary period. An up-to-date copy of the seniority list shall be posted annually on all department bulletin boards and one copy sent to the Secretary of the Association.
- 11.03 An employee shall lose his/her seniority and his/her employment be considered terminated if:
- (a) he/she leaves the employ of the Employer of his/her own accord or he retires;

- (b) he/she is discharged and such discharge is not reversed through the grievance procedure;
 - (c) he/she is laid off continuously for a period in excess of twelve **(12)** consecutive months;
 - (d) he/she is laid off and fails to return to work within five **(5)** working days after he/she has been notified so to do by the Employer by registered mail to his/her last address on record with the Employer;
 - (e) he/she is away from work without permission for more than one **(1)** working day without reasonable cause.
- 11.04** The last employee hired shall, in the case of layoff, be the first laid off and the last employee laid off shall be the first recalled. When an employee is laid off the Corporation shall continue benefits as described in Article 16.01 (a), (b), (c), (e) and (g) for a period not to exceed three (3) months and shall cease upon engaging in employment which provides coverage of said benefits.
- 11.05** Employees who have been laid off and subsequently recalled, will have their length of service determined by the actual time they have been on the Employer's payroll, provided such recall is in accordance with Clause 11.03.
- 11.06** The Employer shall not hire any new employee until all qualified former employees laid off within the previous twelve (12) months and who are available, are offered the opportunity of such employment. The rank of any previous employee accepting employment under this clause shall be recognized as it was at the time his/her previous employment with the Employer terminated.
- 11.07 (a)** At least **ninety (90)** days prior to the introduction or implementation of substantial technological change, or substantial changes in mechanization affecting employees, the Employer shall, by written notice, furnish the Association with full information of the planned change or changes. Such prior notice shall contain relevant information respecting the nature and degree of change and the date or dates on which the Employer plans to effect the change and the location or locations involved.
- (b) Within **fifteen (15)** days after the foregoing notice has been given, the Employer shall make disclosure to the Association of the effects of the change or changes on any employee.
 - (c) Following the said disclosure, representatives of the parties shall meet forthwith for the purpose of negotiating with a view to resolving any issue which may concern the employment status of the employee.

- (d) If agreement has not been reached within fifteen (15) days after disclosure by the Employer of the effects of the change or changes on any employee, either party may submit any outstanding issue to a Board of Arbitration which shall be constituted in the manner provided for in The Fire Protection and Prevention Act "As Amended. The time limits provided in Section 6 shall apply. The Board of Arbitration shall have full remedial powers to deal with any unresolved issue.
- (e) No change shall be made in the employment status of any employee consequent upon introduction or implementation of substantial technological change or substantial changes in mechanization until either the parties have reached agreement through negotiations, or the Board of Arbitration constituted hereunder has issued its award.

11.08 Except to the extent and to the degree agreed upon by the parties, no work customarily performed by an employee covered by this agreement shall be performed by another employee of the Employer or by a person who is not an employee of the Employer.

ARTICLE 12 - HOURS OF WORK

- 12.01** The usual hours of work shall be an average of forty-two (42) hours per week in a four (4) week shift cycle, however, personnel employed in the fire prevention and the training office will work forty (40) hours per week based on a schedule approved by the Fire Chief and the Association. The normal workday shall include a lunch period of one (1) hour, which may be taken midway in the work period at the fire station at which the employee is posted.
- 12.02** Employees as assigned shall work a two (2) platoon system provided that the two (2) platoon system shall be conditional upon the forty-two (42) hour work week. If the hours of work are to be changed in future agreements, nothing in this Agreement shall be interpreted to guarantee the continuation of the two (2) platoon system.
- 12.03** Authorized overtime shall be paid at the rate of time and one-half (1-1/2) the regular prorated hourly rate (1/84th of the bi-weekly salary rate for all employees working the two (2) platoon system and 1/80th of the bi-weekly salary rate for all employees working forty (40) hour work weeks) on the following basis:
- (a) If the employee works thirty (30) minutes to one (1) hour following his/her normal shift, he/she will receive an overtime credit of one (1) hour. No credit will be granted for less than thirty (30) minutes of work;
 - (b) A credit of one (1) hour shall be granted for each additional hour or part thereof worked after the first completed hour of overtime as set out in (a) above;

(c) When an employee is called out for duty from off duty hours or prior to the commencement of his/her regular shift, he/she shall be granted a minimum of three (3) hours pay at time and one-half (1-1/2) the regular prorated hourly rate, excepting where such call out is within three (3) hours of the commencement of an employee's normally scheduled shift, or when an employee is released upon his/her own request prior to the expiry of three (3) hours in which cases such an employee(s) shall be paid at the overtime rate only for such time worked, subject to a minimum of one (1) hour.

12.04 When in the performance of his/her duties an employee is required to attend court during off duty hours, he/she shall receive credit of three (3) hours minimum overtime for each attendance and an additional credit of one (1) hour overtime for every additional hour or part thereof for attendance in excess of three (3) hours.

12.05 All witness fees excluding expenses awarded to an employee attending court in the performance of his/her duties, on or off duty, when he/she is paid as provided herein, shall be forfeited to the Employer.

ARTICLE 13 - DESIGNATED HOLIDAYS

13.01 (a) ~~2 Platoon System~~ (a) employees shall be granted eleven (11) days off each year in lieu of statutory and declared holidays and those days shall be taken between January 1st and December 31st.

(b) Employees in the Fire Prevention, Training and Administrative Divisions will receive the following **statutory** holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

The eleventh (11th) day may be taken according to the Rules and Regulations pertaining to vacations.

13.02 An employee with less than one (1) full year of service shall be granted designated holidays on a pro-rated basis.

13.03 Should the Governor General, the Lieutenant-Governor, or the Council of the Town of Oakville proclaim any other day as a public holiday, such shall be considered as a twelfth (12th) designated holiday.

ARTICLE 14 - ANNUAL VACATIONS

14.01 For the purposes of this Article, service shall be defined as the length of uninterrupted service as an employee herein and as an employee of the Employer, or one of its local boards as defined by The Municipal Act and shall be calculated as of the anniversary date of the employee's service in the year in which vacation is granted.

14.02 (a) For employees working the two (2) platoon system, vacation with pay shall be granted on the following basis respectively:

- (i) Employees with less than one (1) year of service, vacation entitlement shall be prorated based on .58 shifts per month for the balance of the calendar year,
- (ii) Employees who have completed one (1) year's service: seven (7) shifts off scheduled duty,
- (iii) Employees who have completed three (3) years' service: eleven (11) shifts off scheduled duty,
- (iv) Employees who have completed nine (9) years' service: fourteen (14) shifts off scheduled duty,
- (v) Employees who have completed sixteen (16) years' service: seventeen (17) shifts off scheduled duty,
- (vi) Employees with at least twenty-five (25) years' service: twenty-one (21) shifts off scheduled duty.

A shift shall be considered the period of time an employee would normally be required to work in his/her usual position.

(b) For employees working the forty (40) hour workweek, vacation with pay shall be granted on the following basis respectively:

- (i) Employees with less than one (1) year of service, vacation entitlement shall be prorated based on .83 days per month for the balance of the calendar year,
- (ii) Employees who have completed one (1) year's service: two (2) weeks,
- (iii) Employees who have completed three (3) years' service: three (3) weeks,
- (iv) Employees who have completed nine (9) years' service: four (4) weeks,
- (v) Employees who have completed sixteen (16) years' service: five (5) weeks,
- (vi) Employees with at least twenty-five (25) years' service: six (6) weeks.

A day shall be considered the period of time an employee would normally be required to work in his/her usual position.

(c) Any employee who is entitled to a sixth (6th) week of annual vacation in any year may accept, in lieu of taking such time off work, additional payment for such time at his/her regular rate of pay. Selection of this option to be made at the time of vacation sign ups.

14.03 The scheduling of vacations will be granted subject to seniority and the exigencies of the service based on a system agreed to by the Fire Chief and the Association.

- 14.04** Except when otherwise approved in writing by the Fire Chief and the Director of Human Resources, no vacation allowance shall be carried from one (1) year to another, but shall be taken in the calendar year granted, or be forfeited. Exceptions will generally only be permitted in respect of vacation periods scheduled which are subsequently cancelled at the request of the Fire Chief due to exigencies of the service, or for a time which cannot be taken due to hospitalization, immobilization, or a physical inability to take his/her vacation, and which time cannot be accommodated at another time or times of the same year.
- 14.05** In any calendar year in which an employee who is eligible for vacation with pay under Article 14 on the basis therein set forth and such employee is permitted to take such vacation in advance of actual entitlement thereto and subsequently leaves the service of the Employer, the Employer shall be entitled to recover from such employee the value of vacation taken which has not been earned.

ARTICLE 15 - SICK LEAVE

- 15.01 (a)** On the occasion of a bona fide sickness of any employee who has been employed in an authorized position within the permanent establishment for at least three (3) months, leave of absence up to fifteen (15) continuous weeks with full pay will be granted to such employee. If sickness extends beyond fifteen (15) weeks, each case will be reviewed on its merits and length of service will be one (1) of the principal determining factors in deciding additional sick pay benefits, if any. References to fifteen (15) continuous weeks in the foregoing will read:

20 weeks for 10 years or more of service							
21	"	"	11	"	"	"	"
22	"	"	12	"	"	"	"
23	"	"	13	"	"	"	"
24	"	"	14	"	"	"	"
25	"	"	15	"	"	"	"
26	"	"	16	"	"	"	"
27	"	"	17	"	"	"	"
28	"	"	18	"	"	"	"
29	"	"	19	"	"	"	"
30	"	"	20	"	"	"	"

For calculation of the above only, successive periods of sickness shall be considered as one (1) period of sickness unless the employee returns to work and completes at least six (6) weeks of active, full-time employment before commencement of the later period or unless the later disability is due to causes wholly different from those of the prior disability, and commences after the employee has returned to work.

Absence from work because of sickness shall be reported to the immediate supervisor by the employee immediately upon the commencement of absence.

When an employee has had four **(4)** incidents of sick leave in any twelve (12) month period, payment for subsequent occasions of sickness will be withheld for the first two **(2)** days of such occasions if the employee has not adequately substantiated his/her sickness as being bona fide.

For the purpose of this article, pregnancy shall not be considered or accepted as bona fide sickness.

(b) The return of employees to work on modified duties shall be in accordance with the Modified Work Program. Upon commencing modified work, the employee shall be deemed to be returned to full time employment.

- 15.02 a) Employees who are absent from work due to illness must inform the communications division (who will in turn notify the Divisional Chief), prior to the commencement of their shift and with as much advance notice as possible, of the absence and its expected duration (if known).
- b) Whereby such an absence extends beyond three **(3)** days, the employee shall then notify the Divisional **Chief** who will in turn notify either the Fire Chief, Deputy Fire Chief or Assistant Deputy Chief of any further absence and provide an estimated date of return. Upon return, the employee will submit a doctor's note to support the absence.
- c) The Fire Chief, Deputy Fire Chief or Assistant Deputy Chief may request the submission of an Employee Work Limitation Form (**EWLF**); this determination will be based on the expected return-to-work date and/or the nature of the illness (if conveyed by the employee). Where an **EWLF** is deemed necessary, it shall be submitted within seven (7) days of the submission request.
- d) Should an employee be absent for an extended period (i.e. beyond a cycle -- 28 days), submission of subsequent **EWLFs** will be at the discretion of the Head of the Department, the Director of Human Resources, Deputy Chief or Assistant Deputy Chief. Such determinations will be made on a case-by-case basis taking into consideration the nature of the illness/injury (if known) or the indicated duration of the illness/injury if in excess of twenty-eight (28) days or any change in an employee's limitations as indicated on the previous **EWLF**.
- e) The Head of the Department and/or the Director of Human Resources may require a doctor's report regarding an employee's sickness at any time. The Corporation may request such report in writing, the report may be completed by the employee's personal physician and/or a specialist in occupational health or other relevant medical discipline. Where the opinion of a specialist is requested, the employee will be referred to a specialist in the appropriate field selected by his/her personal physician. The cost of any reports, or referrals pursuant to this Article shall be borne by the Corporation.
- 15.03 If an employee is absent from work as a result of a compensable accident or illness and that employee co-operates in providing and ensuring his/her doctor(s) provides any information requested by the Workers' Safety and Insurance Board, or the Employer, in that respect:

For any absence in the pay period in which the accident occurred, the Employer shall pay the difference between the amount of salary or wages awarded by the Worker's Safety and Insurance Board and his/her normal wages or salary for such absence. When either amount paid under this provision is exempt from income tax, the total amount paid to the employee for such absence shall not be more than his/her normal earnings for such absence less the proportionate amount of income tax.

For any absence beyond the pay period in which the accident occurred, the Employer shall, during such absence:

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

No payments mentioned above shall be made in respect of any absence resulting from an injury or illness for which a permanent total disability pension or award is payable by the Workers' Safety and Insurance Board.

- 15.04 (a) The Corporation and the Association shall establish and mutually agree upon a Modified Work Program. The guidelines for this Program shall be contained in the Employee Information Manual and can only be amended with the mutual consent of the Employer and the Association.
- (b) The Modified Work Program shall meet the reinstatement regulations, policies and procedures of the Workers' Safety and Insurance Act.

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

ARTICLE 16 - OTHER BENEFITS

- 16.01 The Employer shall make available the following welfare benefits to the employees:

- (a) *The Ontario Health Insurance Plan.*
- (b) *Extended Health/Drugs* - an Extended Health Plan including semi-private hospital, with major medical benefit coverage for each family member with an **\$8.00** dispensing fee cap, formulary **#81** (specifically excluding fertility drugs and including over the counter muscle relaxants) prescription drug coverage, and chiropractic coverage as insured through the Great-West Life Assurance Company Policy No. 20139, or equivalent, and massage therapy to an annual maximum of **\$500** which is available to employees only.
- (c) *Life Insurance* - a group plan for life insurance plus accidental death and dismemberment benefit coverage equal to two (2) times the employee's annual salary rounded on **\$1,000.00** or the nearest higher **\$1,000.00** as provided through The Great-West Life Assurance Company Policy No. 20139, or equivalent.
- (d) *Pension*- the Canada Pension Plan and the Ontario Municipal Employees Retirement System Plan.
- (e) *Dental Care Plan* - A dental care plan to provide the equivalent of The Great-West Life Assurance Company coverage for Routine Dental Treatment, Denture Treatment to a maximum of **\$1,500** in any twelve (12) month period; other Major Treatment at an annual maximum of **\$1,000.00** in **2003**, **\$1,250** in **2004** and **\$1,500** in **2005**, and Orthodontic Treatment to a co-insured maximum of **\$1,500.00** In **2003**, **\$2,000** in **2004** and **2005**. Coverage shall be based on one (1) year behind the current O.D.A. fee schedule with automatic update annually. Co-insurance and covered expenses are as outlined in Group Insurance Policy No. 20139.
- (f) *Long Term Disability Plan* - an L.T.D. plan, including a two (2) year own occupation clause, with a benefit factor equal to 75% of the employee's monthly salary with a maximum benefit of **\$5,500** in **2003**, **\$5,750** in **2004** and **2005**, reduced by any primary Canada Pension Plan benefits and/or Workers' Safety and Insurance Act benefits and/or like offsets. The plan will commence immediately after sick leave benefits as referred to in Article 15.01 have been exhausted. A member's employment status will continue while he/she is receiving long-term disability benefits.
- (g) *Family Eye Glasses Plan* - a plan, which would provide reimbursement of the purchase cost up to a 24 month period maximum of **\$250** in **2003** and **2004**, **\$300** in **2005** for prescription eye glasses for each employee and any member of the employee's immediate family.
- (h) *Retirement Allowance* - during an employee's last year of service prior to retirement, he/she shall be granted an entitlement in time off or payment in the ratio of one (1) day for each year of service with the employer, including time spent on WSIB disability, STD or LTD.

The pay out for the employees who have worked in two (2) or more divisions shall be based on twelve (12) hours times the number of years in suppression and eight (8) hours times the number of years in all other divisions forty (40) hour workweek.

The calculation for said entitlement will be based on the salary being earned at the time of commencement of the disability for those on disability leave. The calculation for said entitlement for all others will be based on the salary being earned at *the* time of retirement, plus any contractual salary increases negotiated or awarded subsequent to the date of retirement for the year of retirement.

- (i) The Corporation shall provide each employee with a detailed booklet and updates as they occur, outlining all benefits described in Article 16 of this Agreement.
- 16.02** The employee shall, as a condition of employment, be enrolled in the hospital plan provided by the Ontario Health Insurance Plan, ~~the life~~ insurance plan as outlined in (c) above, the pension plans as outlined in (d) above, the dental care plan as outlined in (e) above, the L.T.D. plan as outlined in (f) above, and the family eye glasses plan as outlined in (g) above, all in accordance with the enrolment requirements of the respective plans.
- 16.03** The Employer will pay the total amount of the premiums for 16.01 (a), (b), (c), (e), (f) and (g), as outlined above. The employee shall contribute to the pension plans in accordance with the Canada Pension Act and The Ontario Municipal Employees Retirement System Act. However, in the event of any legislation or regulatory change in the premiums or the hospital/medical benefit under the Ontario Health Insurance Plan, the Employer will pay only the premiums prescribed thereby. The five-twelfths (5/12ths) E.I. rebate payable to employees under the law will be retained by the Employer.
- 16.04** The contribution by the Employer shall be the agreed share of the rates applying to the employee's eligibility for the respective benefit. The employee shall keep the Employer informed of any change in the employee's eligibility and if the employee does not keep the Employer informed, the employee shall be responsible for the difference in the **cost** of the premiums.
- 16.05** The parties hereto recognize the mandatory retirement age of sixty (60) as a bona fide occupational qualification and requirement for all Fire Fighters with the exception **the** Communication **Support** Technicians. All employees covered by this Agreement will be obliged to retire from such employment not later than the end of the month in which they reach their normal retirement age as identified by their respective OMERS plans.
- 16.06** The Employer shall continue the **benefit** coverage as outlined in clauses 16.01 (a), (b), (e) (g) and life insurance in the amount of **\$5,000** until an employee reaches his/her sixty-fifth (65th) birthday, provided that the employee:
- (a) (i) with normal retirement age **sixty** (60) (**NRA 60**) retires at the end of the month in which he/she reaches his/her sixtieth (60th) birthday, or retires due to disability, or if he/she has attained the "85 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixtieth (60th) birthday, and

- (ii) with normal retirement age sixty-five (65) (NRA 65) retires before the age of sixty-five (65) either because of disability or has attained the "90 factor", or any other early retirement options in accordance with the Ontario Municipal Employees Retirement System's requirements, elects to retire earlier than his/her sixty-fifth (65th) birthday, and

(b) has no other means of access to such coverage at less cost.

16.07 The Employer shall continue to provide benefits described in Article 16.01 (a), (b), (e) and (g) to the widow/widower of any employee or retired employee at no cost to the widow/widower for a period of six (6) months, unless he/she is engaged in any employment which provides coverage for said benefits. Thereafter, until he/she remarries, reaches sixty-five (65) years of age or engages in any employment which provides coverage for said benefits, the widow/widower may continue to receive said benefits by payment to the Corporation of the full premium cost for each benefit.

16.08 (a) Should a full-time employee be killed in the line of duty or die through injuries or illness as recognized by the Workers' Safety and Insurance Board, their spouse, or where there is no spouse, the dependent children under twenty-one (21) years of age shall receive supplementary income in addition to any income due under the OMERS Pension Plan, Canada Pension Plan and Workers' Safety and Insurance Board to total the member's salary at the date of death. Such supplementary income shall be paid until the date that the full-time employee would have reached his/her normal retirement age or until the surviving spouse remarries, whichever occurs first. Where there is no spouse, payment of such supplementary income for dependent children will continue until the day they reach twenty-one (21) years of age.

(b) Should a full-time employee suffer a mortal injury or illness resulting directly from his/her activities as described in Article 16.08 (a), the Corporation shall continue to provide benefits as described in Article 16.01 (a), (b), (e) and (g) on behalf of the surviving spouse for a period of one (1) year or until the spouse remarries or engages in employment which provides coverage for such benefits. After one (1) year, the spouse may elect to continue to receive benefits by payment to the Corporation of the full premium cost for each benefit. Where there is no spouse, the benefits would be continued for dependent children until they reach twenty-one (21) years of age.

16.09 Should a Fire Fighter, as defined in the Fire Protection and Prevention Act, become unable to perform his or her job for reasons of physical or mental disability incurred on the job, the Employer shall make every effort to place the employee in another position within the confines of the Fire Department if a suitable position is available. If this is not possible, the Employer shall make every effort to place the employee in another position with the Employer if a suitable position is available. Suitability will be determined by the requirements of the position and the capability of the employee to fulfill them. The employee's service with the Employer will, as it relates to entitlement to vacation and other employee benefits, continue to be respected in accordance with the provisions of such benefits under the conditions of employment in the new position.

ARTICLE 17 – SALARIES

17.01 Annual salary rates shall be paid in accordance with the following schedule and applies to employees on staff at the date of the signing of this Agreement, and those who become employees subsequent to the signing of this Agreement.

Classification	%	2.00%	1.10%	1.00%	2.00%	1.53%	2.00%
		Effective Jan. 1/03	Effective July 1/03	Effective Sept. 1/03	Effective Jan. 1/04	Effective July 1/04	Effective Jan. 1/05
Assistant Deputy Chief Platoon Chief	135%	\$85,302	\$86,241	\$87,103	\$88,845	\$90,205	\$92,009
Chief Fire Prevention Officer Chief Training Officer	125%	\$78,984	\$79,853	\$80,651	\$82,264	\$83,523	\$85,193
Assistant Chief Fire Prevention Officer	120%	\$75,824	\$76,658	\$77,425	\$78,974	\$80,182	\$81,785
Assistant Chief Training Officer Captain Public Education & Special Projects Officer Training Officer	115%	\$72,665	\$73,464	\$74,199	\$75,683	\$76,841	\$78,378
Probationary Training Officer	110%	\$69,506	\$70,270	\$70,973	\$72,392	\$73,500	\$74,970
Fire Prevention Officer	107%	\$67,610	\$68,354	\$69,037	\$70,418	\$71,495	\$72,925
1st Class Fire Fighter	100%	\$63,187	\$63,882	\$64,521	\$65,811	\$66,818	\$68,155
	90.5%	\$57,184	\$57,813	\$58,391	\$59,559	\$60,470	\$61,680
	90%	\$56,868	\$57,494	\$58,069	\$59,230	\$60,136	\$61,339
	81%	\$51,181	\$51,744	\$52,262	\$53,307	\$54,123	\$55,205
(Hired after June 2003)	80%	\$50,550	\$51,106	\$51,617	\$52,649	\$53,455	\$54,524
4th Class Fire Fighter (Hired before June 2003)	73.7%	\$46,569	\$47,081	\$47,552	\$48,503	\$49,245	\$50,230
4th Class Fire Fighter (Hired after June 2003)	70.0%	\$44,231	\$44,717	\$45,165	\$46,068	\$46,773	\$47,708
Probationary Fire Fighter	67%	\$42,335	\$42,801	\$43,229	\$44,094	\$44,768	\$45,664
Communications Support Technician	65%	\$53,709	\$54,300	\$54,843	\$55,940	\$56,795	\$57,931

ARTICLE 18 - SERVICE RECOGNITION

- 18.01** A service bar shall be granted to employees when they have completed eight **(8)** years of service and a further service bar shall be granted after each subsequent five **(5)** years of service.
- 18.02** An employee, for every service bar granted as provided in Clause 18.01, shall receive an annual service award of \$60.00 payable on the first pay period in December to those employees on staff on the first **(1st)** pay period in December. All service bars granted under the provision of previous agreements shall be recognized for the annual service award commencing in 1970.

ARTICLE 19 - PAY FOR ACTING RANK

- 19.01** When an employee, with the exception of **the** Communication **Support** Technician, is assigned to a higher rank on a temporary basis, ~~he/she~~ shall be paid at the rate of pay for **the** higher rank provided the assignment is for not less than one **(1)** hour.
- 19.02** Whenever the Chief Fire Prevention Officer, or Assistant Chief Fire Prevention Officer, is required but not available for duty in his/her own position, the employee in the Fire Prevention Bureau:
- (a) who is qualified, and
 - (b) who is of highest rank, and
 - (c) where rank is equal, has greatest current continuous service in the Bureau
- shall be assigned to act only in the higher ranked position ~~of~~ the Assistant Chief Fire Prevention Officer.

(*Qualified shall mean having at least two **(2)** years' service in the Fire Prevention Bureau and the Assistant Chief Fire Prevention Officer shall act for the absent Chief Fire prevention Officer.)

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Association **Business**

Subject to the exigencies ~~of~~ the service, leave of absence with pay shall be given to members of the Association to address Association business, provided such leave does not exceed twelve (12) shifts per calendar year. Such leave shall be requested in writing to the Fire Chief or his/her designate at least ten (10) days in advance of the date when leave is required, unless such notice is impractical and shorter notice will be operationally workable.

20.02 Bereavement Leave

A bereavement period of the duration as shown following will, if requested, be recognized and arranged to *meet* the convenience of the affected employee:

- (a) four (4) days - in the event of the death of either of his/her parents or person in loco parentis, his/her child, brother, sister, mother-in-law, father-in-law, or spouse, including a common-law spouse of not less than one (1) year's standing;
- (b) three (3) - in the event of the death of his/her grandparents, grandchild, sister-in-law or brother-in-law, son-in-law, daughter-in-law.
- (c) An employee that has requested and received a bereavement period and **has** not used **the** entire bereavement **allowance** may request **and** receive the balance of the bereavement allowance as described in section (a) and (b) to a maximum of two (2) days, provided that it includes the day of the funeral, viewing, wake **and/or** any other rite. An employee requesting the balance of the bereavement allowance **will** make every effort to make the request as soon as reasonably possible and may require, at the **discretion** of the employer, documentation for the authenticity of the request.

Any day in an above period on which the employee would otherwise have worked shall be a day off with pay.

20.03 Pregnancy/Parental Leave

Pregnancy/parental leave without pay, but without loss of benefits or seniority will be granted for the period as outlined in the Employment Standards Act, 2000 **S.O. 2001 c.9**, Sched. I, **s.1**, as amended.

20.04 Unpaid Leave

Employees may request a leave of absence according to **the** Corporation's present "Leave of Absence" Policy #07-01-07 and any future iterations of that policy.

ARTICLE 21 - RESIDENCY

- 21.01 The Corporation of the Town of Oakville shall have no right to determine where an employee of the Oakville Fire Department shall make his/her place of residence.

ARTICLE 22 - FILLING OF VACANCIES

- 22.01 Except by mutual agreement between the Corporation and the Association, vacancies arising under the collective agreement shall not be filled on an acting basis for a period in excess of six (6) months.

ARTICLE 23 – SUCCESSOR RIGHTS

23.01 In the event the Employer considers consolidating, merging or amalgamating all or a portion of the Fire Service with any other department or organization, the Employer will ensure full disclosure at the earliest opportunity.

Where the Employer consolidates, merges or amalgamates all or a portion of the Fire Service with any department or organization and the Employer is not in contravention of legislation nor violating any legal rights beyond their control, the Employer will endeavour to ensure that:

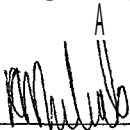
- a) Employees shall be credited with all seniority rights.
- b) All service credits relating to vacation with pay, sick leave credits and all other benefits shall be recognized.
- c) No employee is disadvantaged with regard to conditions of employment and wage rates.
- d) No employee shall suffer a loss of employment as a result of the consolidation, merger or amalgamation.

ARTICLE 24 - TERM OF AGREEMENT

This Agreement shall be effective as of the first (1st) day of January 2003 and remain in force until the thirtieth (30th) day of June 2005 and thereafter until replaced by a new agreement. Either party of this Agreement may not more than ninety (90) days and not less than thirty (30) days prior to the expiry date of this Agreement, or subsequent anniversary date thereof, give notice in writing to the other party of its desire to amend, or otherwise alter or revise any part of this Agreement.

IN WITNESS WHEREOF the Employer of the first part has fixed its Corporate Seal and the hands of the proper officers on its behalf, and the Association of the second part has hereunder set its hands and seals.

**THE CORPORATION OF
THE TOWN OF OAKVILLE**



"Ann Mulvale"
Mayor

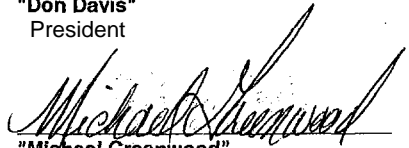


"Cathie Best"
Clerk

**THE OAKVILLE
PROFESSIONAL FIRE
FIGHTERS ASSOCIATION**



"Don Davis"
President



"Michael Greenwood"
Secretary

APPENDIX " A

Modified Work Program

INTRODUCTION

1. The **Oakville** Fire Department places a great emphasis on the health and well being of its employees. It is our policy to make every reasonable effort to provide suitable alternate duties to an employee who *is* unable to perform his/her regular duties as a result of an injury, illness or diminished capacity. Employees shall be as defined in Article 2.03 of the Collective Agreement.
2. Modified work must be mandatory not only in the sense that the Corporation can require an employee to accept suitable modified work, but also in the sense, consistent with the duty to accommodate disability as defined in the Ontario Human Rights Code, that the employees who require it have entitlement to modified work where it is available.
3. The Town of **Oakville** and its employees are committed to developing and maintaining a safe and healthy work environment, which safeguards the health and safety of its employees.

PURPOSE:

4. A Modified Work Program *is* an integral and important element in providing a safe and healthy work environment for all employees. The program promotes an early return to suitable work, which safeguards, the employee's health, reduces costs and lessens the adverse impacts on injured/sick employees.
5. The object of a Modified Work Program is to return an injured/sick employee to full duties through the process of matching the demands of the **job** to the abilities of the employee, including the necessary modifications to the demands of the particular **jobs**. The program must be so organized that it does not negatively affect sick leave entitlement, access to long-term disability benefits or accrual of seniority. The procedure for assessment of the capacity of an employee to perform the duties of available modified work must be made in such a way as to protect the confidentiality of the employee's medical information. The information provided to the Corporation is limited to whether the employee is fit or unfit to perform the duties specified for the modified duties as well as any limitations placed on the performance of those duties.
6. The Modified Work Program will permit an employee a reasonable period of convalescence as identified by the attending physician on the Employee Work Limitation form.

GUIDELINES

An employee who *is* able to return to work on the Modified Work Program shall do so subject to the Modified Work Program Guidelines.

7. The modified work must assist the employee in returning to their original position *if* possible. The duration of the program will be determined at the commencement of the program whenever possible. This information shall be supplied as and when required to ensure that the modified work is appropriate to the injury/illness. (Refer to Article 15.02 of the Collective Agreement).
8. It is the responsibility of the employee returning to modified work to provide the Corporation with medical evidence of the limitations of the disability through the use of the "Work Limitation Form" (Appendix A). This form has been prepared as two pages. Side "A" is a letter to the Doctor explaining the Modified Work Program and the examples of duties that can be performed by employees as modified work. Side "B" when completed by the physician, provides the Corporation with the information necessary to determine availability of modified work. The employee shall take this form to their physician. The form shall be faxed to the employee's physician only at the employee's request. The Corporation will not contact the employee's physician without the employee's authorization.
9. The creation of modified work must not result in a layoff, nor in the displacement of any other employee, including an employee already performing modified work, unless that employee consents to the displacement. If there are more employees at any time requiring modified work than there is modified work available, the available duties must be assigned to the employees capable of performing them in order of seniority.
10. The duties assigned to modified work must be duties reasonably within or related to the usual duties of a Firefighter. If permanent modified work should be required, the Corporation will make every reasonable attempt to supply such modified work within the employee's department. Should such duties not be available, the Corporation will make every reasonable attempt to provide these duties in another department of the Corporation.
11. Every reasonable effort will be made to update missed training assignments while an employee is on modified duties. Refer to O.P. #1/95. The disabled employee will make every reasonable attempt to schedule therapy or treatment during off duty hours. In the event this is not possible there will be no interruption of earnings when such therapy or treatment occurs during working hours.
12. Vacation entitlement during a modified work program shall be in accordance with the appropriate Article 14 of the Collective Agreement. Suppression personnel taking vacation during modified work will be assigned identical time off, and assumed to be working the platoon system.

MODIFIED WORK

13. A temporary modified work placement may be made on the platoon shift (1/182), or on the day shift (1/260). Placement will be determined by the type of modified work required and available, the work limitation information as outlined by the physician and the final decision made by Fire Administration.

14. Employees requesting modified work on the platoon structure must be certified, by his/her physician, to return to full shifts (10 hour days and 14 hour nights) and full tours of duty. Employees on the platoon shift will abide by all conditions of that platoon shift. Platoon transfers may be necessary to accommodate placement on the platoon system.
15. During incremental return to work (hours restricted by physician) such an employee will be accommodated on the 1/260 day shift system. An employee will be deemed to be returned to full time employment when the employee is capable of completing four (4) or more hours of work per day with the indication from their physician of progressive increases in these hours.
16. Employees on Modified Work will make every reasonable attempt to schedule therapy, treatments or medical appointments during off-duty hours. In the event that appointments conflict with hours of work employees will receive time off to attend such appointments and there will be no interruption of earnings or benefits.

ELIGIBILITY:

17. In some instances, minor injuries/illness may not result in a time loss occurrence. In such cases, modified duties may be available immediately. An employee who is absent from work for a convalescence period, defined in "PURPOSE", shall provide his/her department head with an Employee Work Limitation form to determine eligibility for Modified Work or return to full duty based on the information provided by the physician.

TYPES OF MODIFIED WORK:

Platoon Structure:

18. The following information provides examples of types of modified work. Although this is not a comprehensive listing, it does illustrate the commitment to modified work on a platoon structure basis. Every effort will be made to place employees in their respective divisions and on their own platoons.

There is an opportunity for a position in answering telephones, filing or data entry.

Platoon Chief Driver: (11182) 4 possible positions.

There is an opportunity for a platoon chief driver, who may perform such duties as scribe at major incidents, scheduling of lieu days and vacations, training, filling air bottles, delivery of materials and supplies.

1/260 Structure (day shift):

If the employee's restrictions are such that he/she cannot fulfill the duties in a platoon structure, some examples of 1/260 modified work are:

Training: research, developing and delivery of training programs, clerical duties, record keeping, filing, data entry, assist in training division.

Administration: scheduling of maintenance, material research, stock ordering and control.

Fire Prevention: assisting Fire Prevention Officers with inspections, plans reviews, public education, filing, data entry, record keeping.

These guidelines may be modified from time to time with mutual consent of **the** Corporation and the Association.

**Note: The original document signed on
September 17, 1998 by:**

**Wayne Gould, Fire Chief
Wilf Evans, Manager of HR
Ken Janisse, President, OPFFA
Bill Forbes, Vice-president, OPFFA
Don Davis, Secretary, OPFFA.**

APPENDIX "A"
SIDE A

FIRE DEPARTMENT
125 Randall Street
OAKVILLE, ON L6J 1P3
Telephone: (905) 338-4426
Fax: (905) 338-4403
Chris Powers, Fire Chief

Date:

Dear Doctor:

RE: _____ (Patient)

The above named patient is an employee of the Town of Oakville Fire Department. As a result of injury or illness the employee may not be capable of carrying out his/her normal duties. To help facilitate recovery and return to work, our department will make every reasonable effort to provide suitable alternate duties.

There are a number of duties that can be performed by employees on modified work, based on their physical limitations.

Examples include the following:

- telephone answering, filing, data entry and working with various computer programs
- research, development and delivery of training programs
- assisting with fire prevention inspection or plans review, public education, filing, record keeping
- administrative duties including scheduling of maintenance, ordering and delivery of material.

Additional information on modified work is available upon request.

Please complete the reverse side of this letter to provide information that will assist us in determining if this patient can be accommodated within our modified work program.

Thank you for helping us to assist our employees.

Yours truly,

Chris Powers,
Fire Chief

**THE CORPORATION OF THE TOWN OF OAKVILLE
EMPLOYEE WORK LIMITATION FORM**

SIDE B

COMPLETED FOR () CERTIFICATE OF ILLNESS () MODIFIED WORK INFORMATION
() REGULAR UPDATE () RETURN TO WORK

Dear Doctor:

The Town of Oakville is committed to fulfilling its obligations under the Workplace Safety and Insurance Act, the Ontario Human Rights Code and the Collective Agreement. We will attempt to accommodate our employee with modified, or suitable alternative work. We will adapt the employees work schedule, if necessary, to enable him/her to attend an ongoing therapy program while on modified work.

Personal information contained on this form is collected under the authority of the Municipal Act, R.S.O. 1990, c. M45, Section 207, 45 and will be used to ascertain the scope of the duties the employee may be capable of performing.

PLEASE COMPLETE WHERE APPROPRIATE

NAME OF EMPLOYEE _____ DATE OF VISIT _____

ATTENDING PHYSICIAN _____

IS THIS A **WORKERS SAFETY INSURANCE BOARD CASE (WSIB)** YES _____ NO _____

1. Employee may return at once to NORMAL DUTIES ? YES _____ NO _____ (IF YES, sign & date #7)

2. Employee may return to MODIFIED DUTIES
YES _____ (If YES complete #3 to #7)
NO _____ Estimated Period of Convalescing: _____ (If NO sign and date #7)

3. Length of modified duty _____ Hours per day _____

4. CAPABILITIES

LIFTING

____ Not over 10 lbs.
____ Not over 20 lbs.
____ Not over 30 lbs.
____ Not over 40 lbs.

LIMBS & BACK

____ Minimize repetitive use
____ Minimize bending or twisting

MOBILITY

____ No prolonged standing
____ No prolonged sitting
____ No climbing ladders

EARS

____ Keep dust out
____ Avoid excess noise

EYES

____ Avoid dust or fumes
A v o i d excess glare
____ Avoid fine work

RESPIRATORY

____ Avoid over exertion
____ Avoid dust and fumes

CARDIOVASCULAR

A v o i d physical exertions

SKIN

____ Avoid primary skin irritant

WOUNDS

____ Keep clean & dry

5. Please detail any other restrictions: (explain)

TREATMENT

6. Does employee require further treatment? YES _____ NO _____ TIME PERIOD _____

ATTENDING PHYSICIAN

7. SIGNATURE: _____ DATE: _____

APPENDIX "B"

Letter of Agreement

Between

The Corporation of the Town of Oakville

And

The Oakville Professional Fire Fighters Association

A number of concerns pertaining to the department's vacation/lieu day selection system have been the focus for mutual resolution between the Corporation of The Town of Oakville and the Oakville Professional Fire Fighters Association. The following letter contains the issues that were agreed to by both parties.

Vacation and Lieu Day Selection System

On January 1, 1995, six (6) personnel shall be allowed off duty for vacation on any individual shift, as determined at the time of the vacation booking process.

Any shifts with less than six (6) off on vacation will be available for lieu days, time owing, association leave and Oakville Fire Department business, to a maximum of six (6) personnel off duty, subject to the rules and regulations of the department.

The vacation and lieu day selection system shall be flexible enough to accommodate a minimum of 15% of the suppression and communication division staff off at any one time. The selection system shall also maintain at least 15% flexibility in the amount of available selection time, compared to the actual number of vacation and lieu days required, per shift.

Present Example:

a. 15% of staff off = 35 personnel x 15% = 5.25

b. 15% additional time for system flexibility:

If the average shift requirement for vacation was 14 shifts, and, realizing that each individual receives 11 lieu days, the shift would require $25 (14 + 11) \times 35 = 875$ shifts of available time to accommodate vacation and lieu days.

An additional 15% of the minimum requirement shall be maintained to provide selection flexibility: $875 \times 15\% = 1,006$.

The total allotment for vacation and lieu = $6 \times 182 = 1,092$.

The difference between the total allotment and the minimum requirement shall be available to the Fire Chief for the administration/operation of the department, i.e.: training programs and/or department courses and shall not exceed the minimum shift requirement to maintain the 15% flexibility.

In the example provided the number of shift spots available for Oakville Fire Department business would be $1,092 - 1,006 = 86$.

At the time of the vacation selection process, a calculation will be made to establish;

- the vacation and lieu day time requirement for each shift,
- the time required to achieve the 15% flexibility, and,
- the remaining time available for Oakville Fire Department business.

At the conclusion of the vacation selection process (December 01) the Fire Chief and Deputy will meet with the Association Executive to determine any available shift spots that will be booked off to accommodate the Oakville Fire Department operational requirements. A maximum of 10 shifts with a total of 4 spots off will be identified for booking. Due consideration will be given to avoid "prime time" months if at all possible. Any other Oakville Fire Department business that is booked during the year may be booked 27 days in advance.

The selection system shall remain flexible to accommodate the needs of the department. Namely, to provide for 15% of staff off while maintaining an additional 15% of available time and yet still provide the necessary available time for operational requirements. When the system requires expansion, both parties shall meet to determine the appropriate action, i.e. additional space availability by expanding the number of staff off for the number of shifts required to maintain the system requirements.

This agreement for the 2-platoon system vacation, and lieu day selection shall be amenable by mutual agreement between the parties.

NOTE: Any reference to the term "Oakville Fire Department Business" contained in this Letter of Agreement shall include the following activities: research and development, education, officer development and any duties normally performed by the Oakville Fire Department.

Note: The original document signed on
December 21, 1994 by:

Wayne Gould, Fire Chief
Ken Janisse, President, OPFFA

APPENDIX "C"

LIEU SHIFTS-- TWO PLATOON SYSTEM EMPLOYEES

Letter of Agreement

Between

The Corporation of the Town of Oakville

And

The Oakville Professional Fire Fighters Association

The 97-99 arbitration award directed the Parties to develop a Letter of Agreement that attached the terms of **OFP4/96** to the Collective Agreement.

Terms:

1. The number of personnel permitted to be off duty for approved Department Leave are subject to the Letter of Understanding, Appendix "B".
 2. A. Advanced booking time for Lieu Shifts shall not exceed one shift cycle (28 days) prior to the time requested.

i.e., If someone wanted to take a Saturday day shift off, the advanced booking time would be the Saturday 28 days prior at 0800 hours.

If someone wanted to take the Friday night shift off, then the advanced booking time would be the Friday 28 days prior at 1800 hours.
 - B. If a complete tour of duty is requested, i.e., the 4 days, or 3 nights, or 3 days, or 4 nights, then only the first day of the tour requested must meet the 28 days prior at 0800 or 1800 hours. If the time is available in the tour, then the complete tour as booked shall be approved.
 - C. If a complete tour has been granted to an employee, the affected employee shall not be subjected to a lottery for the rest of the tour of duty should others request the same time and it should also be understood that when booking a complete tour of duty there shall be no preference over single Lieu Shifts, i.e., first come first serve.
 - D. When time is not available for everyone who is requesting Lieu Time a lottery is to take place.
3. Lieu Shifts may not be cancelled except for a valid reason acceptable to the Fire Chief or the Deputy Fire Chief.

4. At least six (6) Lieu Shifts shall be used or booked by June 1st each year.
5. At least ten (10) Lieu Shifts shall be used or booked by November 1st each year.
6. All Lieu Shifts shall be used within the calendar year unless authorized by the Fire Chief or the Deputy Fire Chief.

**Note: The original document signed on
April 13, 2000 by:**

**Wayne Gould, Fire Chief
Al Kentie, President, OPFFA**

APPENDIX “D”

JOINT COMMITTEE PROMOTIONAL PROCESS

Letter of Confirmation

Between

The Oakville Professional Fire Fighters Association

And

The Corporation of the Town of Oakville

The parties agree to form a joint committee composed of two (2) members from labour and two (2) from management to review the promotion processes. The respective parties shall agree to remove the promotional process issue from this round of bargaining.

The purpose of the committee will be to recommend to the parties the best possible promotional process that provides more flexibility in the exam components, changes in weighting/points for each component, fairness and equity for applicants and to make promotional opportunities more attractive.

The scope of the Committee's work will include but not be limited to:

- reflect language to resolve previous grievances
- include language from letters of understanding
- simplify language
- reflect language where possible that makes the process similar for all ranks
- clarify job requirements
- maintaining level of skills, knowledge and ability
- relevant testing

The committee will approach the challenge in a phased process with the following conditions:

1. Start no later than 30 days from date of signing
2. Use a facilitator after 90 days (if required)
3. Report within 6 months
4. Address aspects of the promotional process that were discussed and agreed to be included in the review
5. Utilize a phased process

Phase1 (Immediate)

- Include **Public** Education Officer in the promotional process
- Include Communications Support Technician in the promotional process
- Streamline language
- Include language that addresses the resolve of grievances for CFPO and PC
- Assessments & who fills them out (appropriate divisional chief)

Phase2 (Short Term Fourth Quarter 2003)

- Performance evaluation (content & process)
- Provincial standards (review & communicate)
- Officer development program
- Review testing components

Phase3 (Long Term)

- Refine Officer development
- Review testing components

Committee

- Timeframe
- Members
- Chair / Alternate
- Work plan
- Communication plan

Upon completion of each phase of the process, the joint committee will recommend an implementation plan that will be subject to approval by our respective committees and our respective ratification processes.

Note: The original document signed on
May 22, 2003 by:

Elizabeth Bourns, Director, Human Resources
Chris Powers, Fire Chief
Don Davis, President, OPFFA
Michael Greenwood, Secretary, OPFFA.

APPENDIX "E"

JOINT TIME OFF COMMITTEE

Letter of Confirmation

Between

The Oakville Professional Fire Fighters Association

And

The Corporation of the Town of Oakville

The parties agree to form a joint committee composed of two (2) members from labour and two (2) from management to review time off. The respective parties shall agree to remove the time off issue from this round of bargaining.

The purpose of the committee will be to recommend to the parties the best possible time off system that provides flexibility, accessibility and equity.

The scope of the Committee's work will include, but not be limited to:

- Maximum available time off
- Streamline administration time
- Maintain adequate service levels
- Find efficiencies in cost and procedures

This committee will approach the challenge in a phased process with the following conditions:

1. Start no later than 30 days from the date of signing
2. Use a facilitator after 90 days (if required)
3. Report within 6 months
4. Address all aspects of time off
5. Utilize a phased process

Phase 1

- Overtime compensation
- Banked time off
- Time owing
- Association Leave

Phase 2

- Lottery process
- Vacation scheduling
- Yellowing out
- **Assoc.** administration of vacation time

Phase 3

- Compensation for time off
- Fire College and how to schedule
- In-house or off-site training

The joint committee may, in any phase, address any **issue** associated with time off. Upon completion of each phase of the process, the joint committee will recommend an implementation plan that will be subject to approval by our respective committees and ratification processes.

Note: The original document signed on
May 22, 2003 by:

Elizabeth Bourns, Director, Human Resources
Chris Powers, Fire Chief
Don Davis, President, OPFFA
Michael Greenwood, Secretary, OPFFA.

APPENDIX "F"

OMERS

Letter of Understanding

Between

The Oakville Professional Fire Fighters Association

And

The Corporation of the Town of Oakville

The Corporation agrees to meet with the Association to discuss the OMERS accelerated accrual factor (2.33%) In the event that it becomes available through OMERS during the term of this agreement.

**Note: The original document signed on
May 22, 2003 by:**

**Elizabeth Bourns, Director, Human Resources
Chris Powers, Fire Chief
Don Davis, President, OPFFA
Michael Greenwood, Secretary, OPFFA.**

The parties hereto agree that this collective agreement reflects the terms of the Memorandum of Settlement between **the** Corporation **of** the Town of Oakville and the Oakville Professional Fire Fighters Association, dated May 30, 2003.

SIGNED AT OAKVILLE ON THIS 25th DAY OF JULY 2003.

FOR THE UNION



Don Davis, President



Albert Kentie, Past President



Gary Campbell, Treasurer




Mike Boyle, Steward

FOR THE CORPORATION



Chris Powers, Fire Chief



John DeHooze, Deputy Fire Chief



Elizabeth Bagnis, Director of Human Resources



Julie M. Smith, HR Consultant

FILE 1094102

your **group**
benefits



OAKVILLE

The Corporation of the Town of Oakville

Active firefighters

RECEIVED
MAR 27 2004

Contract Numbers 56261, 85986 031, ABT 10 21 68
Effective February 1 2000

45

IMPORTANT INFORMATION

Name:

Identification Number:

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

Sun Life Medical and Dental inquiries:

Toronto (416) 753-4300

TOLL-FREE 1-800-361-6212

Fax Number (416) 490-0224

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

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General Information

The information contained in this section applies only to benefits for which Sun Life of Canada is the insurer or plan administrator.

About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract with Sun Life Assurance Company of Canada (*SunLife*), a member of the Sun Life Financial group of companies.

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

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

Effective February 1, 2002: The contract holder, The Corporation of the Town of Oakville, has the sole legal and financial liability for the following benefits:

- Extended Health Care
- Emergency Travel Assistance
- Dental Care

Sun Life only acts as administrator on behalf of the contract holder for the above benefits. All other benefits are insured by Sun Life.

Eligibility

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

- you are a permanent employee.
- you are actively working for your employer at least 30 hours a week.
- you have completed the waiting period.

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

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

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

Who qualifies as your dependent

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

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

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

A child who is a full-time student attending an educational institution recognized by the Canada Customs and Revenue Agency is also considered an eligible dependent until the age of 25 as long as the child

is entirely dependent on you for financial support.

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

- the child is incapable of financial self-support because of a physical or mental disability, and
- the child depends on you for financial support, and remains unmarried.

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

Enrolment

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

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

When coverage begins

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

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

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

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

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

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

Changes affecting your coverage

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

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

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

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

Updating your records

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

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

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

- the date your employment ends or the last day of the month in

which you retire.

- the date you are no longer actively working.
- the end of the period for which premiums have been paid to Sun Life for your coverage.
- the date the group contract ends.

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

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

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

However, if you die while covered by this plan, coverage for your dependents will continue until the earlier of the following dates:

- when you have a spouse:
 - the date the person becomes eligible for coverage under another group plan.
 - the date your spouse reaches age 65.
 - 6 months, or 1 year if you are killed in the line of duty, without premium payment. After this time your spouse may elect to continue coverage with premium payment.
 - the end of the period for which premiums have been paid for dependent coverage.
 - the date the benefit provision under which the dependent is

covered terminates.

- where there is no spouse, benefits will continue for dependent children, without payment of premiums, until the earlier of the following dates:
 - the date they reach age 21.
 - the date the person becomes eligible for coverage under another group plan.
 - the date the benefit provision under which the dependent is covered terminates.

Replacement coverage

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

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

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

Making claims

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

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

Proof of disability

From time to time, Sun Life can require that you provide us with proof of your total disability. If you do not provide this information within 90

days of the request, you will not be entitled to benefits

Coordination of benefits

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

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

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

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

Medical examination

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

Recovering overpayments

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

Definitions

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

Accident

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

- Basic earnings*** Basic earnings are the salary you receive from your employer excluding any bonus, overtime or incentive pay.
- Doctor*** A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
- Illness*** **An** illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.
- Retirement date*** If you are totally disabled, your retirement date is your 60th birthday, unless you have actually retired before then.
- We, our and us*** We, our and us mean Sun Life Assurance Company of Canada.

Extended Health Care (Medicare Supplement)

Plan administrator	<i>This benefit is administered by Sun Life of Canada.</i>
General description of the coverage	<p>Effective February 1, 2002: The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.</p> <p>In this section, <i>you</i> means the employee and all dependents covered for Extended Health Care benefits.</p> <p>Extended Health Care coverage pays for eligible services or supplies for you that are medically necessary for the treatment of an illness.</p> <p>To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.</p> <p>An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.</p> <p>The benefit year is from February 1, 2000 to December 31, 2000, and then from January 1 to December 31.</p>
Deductible	<p>The deductible is the portion of claims that you are responsible for paying.</p> <p>For prescription drugs there is a deductible of \$0.20 for each prescription or refill".</p> <p>*Effective September 1, 2003: The deductible for prescription drugs is the portion of any dispensing fee over \$8 for each prescription or refill.</p> <p>For other expenses, there is a deductible of \$10 each benefit year for each person up to a maximum of \$20 per family. After this deductible</p>

has been paid, claims will be paid up to the percentage of coverage under this plan.

Lifetime maximum benefit

Under Extended Health Care, the maximum amount we will pay for any person is \$1,000,000. For out of province and out of Canada emergency, the maximum amount we will pay for any person is \$1,000,000. For out of province referrals, the maximum amount we will pay for any person is \$50,000.

Prescription drugs

We will cover the cost of drugs and contraceptives that are prescribed in writing by a doctor or dentist and are obtained from a pharmacist. Diabetic (including lancets) and colostomy supplies are also covered.

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

We will cover 100% of the cost of the above medicines and supplies after you pay the deductible.

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

- the cost of giving injections, serums and vaccines.
- insulin injectors and Medinjectors.
- contraceptive devices.
- medicines obtained from a doctor or dentist.
- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- hair growth stimulants.
- products to help you quit smoking, whether or not they require a prescription.
- Drugs for the treatment of infertility.
- Viagra.

Effective September 1, 2003

Prescription drugs We will cover the cost of drugs and contraceptives which by law are only available with a prescription as long as they are prescribed by a doctor or dentist and are obtained from a pharmacist.

This coverage also includes:

- intrauterine devices (IUDs), diabetic (including lancets) and colostomy supplies.
- products to help a person quit smoking that require a prescription, up to a lifetime maximum of \$500 for each person.
- Varicose vein injections, if medically necessary
- vaccines which have a Drug Identification Number (DIN).

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

We will cover 100% of the cost of the above medicines and supplies after you pay the deductible.

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

- vaccines which do not have a Drug Identification Number (DIN).
- infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- insulin injectors and Medinjectors.
- medicines obtained from a doctor or dentist.

- treatments for weight loss, including drugs, proteins and food or dietary supplements.
- hair growth stimulants.
- products to help you quit smoking that do not require a prescription.
- Diaphragms
- Viagra.
- Norplant.

Other health professionals allowed to prescribe drugs

We reimburse certain drugs prescribed by other qualified health professionals 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.

Hospital expenses in your province

We will cover 100% of the costs for hospital care in the province where you live, after you pay the deductible.

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

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

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

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

For purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on

an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

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

Expenses out of your province

We will cover emergency medical services while you are outside the province where you live. We will also cover referred services.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance. We will pay 100% of the cost of qualified emergency services after you pay the deductible.

Referred services must be for the treatment of **an** illness and ordered in writing by a doctor located in the province where you live. We will pay 80%*, without a deductible, of the costs of referred services. Your provincial medicare plan must agree in writing to pay benefits for the referred services.

*Effective September 1, 2003: 100%

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

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

All referred services must be:

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

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

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

Medical services and equipment

We will cover 100% of the costs for the medical services listed below, after you pay the deductible, when ordered by a doctor (the services of a licensed dentist do not require a doctor's order).

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications can not perform the duties. There is a limit of \$25,000 per person during any 3 consecutive benefit years.
- transportation in a licensed ambulance if medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services.
- transportation in a licensed air ambulance if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services.
- laboratory tests performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy are not covered.
- dental services, including braces and splints, to repair damage to

natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 6 months of the accident. We will not cover more than the fee stated in the Dental Association Fee Guide for a general practitioner in the province where the employee lives. The guide must be the current guide at the time that treatment is received.

- equipment rented, or purchased at our request, that is for temporary therapeutic use.
- casts, splints, trusses, braces or crutches.
- custom made back supports.
- artificial limbs and eyes, excluding myoelectric appliances.
- elastic support stockings, including pressure gradient hose, up to a maximum of 1 pair per person in a benefit year.
- 1 pair of custom-made orthopaedic shoes or custom-made orthotic inserts for shoes every benefit year, when prescribed by a doctor, podiatrist or chiroprapist.
- hearing aids prescribed by an ear, nose and throat specialist, up to a lifetime maximum of \$200 per person.
- radiotherapy or coagulotherapy.
- oxygen, plasma and blood transfusions.
- glucometers prescribed by a diabetologist or a specialist in internal medicine, up to a lifetime maximum of \$350 per person.

Paramedical services

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

- 100% of the costs, after you pay the deductible, for licensed speech therapists, when ordered by a doctor, up to a maximum of 20 visits per person each benefit year.
- 100% of the costs, after you pay the deductible, for licensed

chiropractors up to \$10 per visit to a maximum of \$300 per person each benefit year. In addition, a maximum of \$50 will be payable for x-ray examinations per person each benefit year.

- 100% of the costs, after you pay the deductible, for licensed physiotherapists or athletic therapists.
- 100% of the costs, after you pay the deductible, for licensed massage therapists, when ordered by a doctor up to a maximum of \$500 per employee each benefit year. (Dependents are not eligible for massage therapist coverage.)
- 50% of the costs, after you pay the deductible, for licensed psychologists, when ordered by a doctor, up to \$20 per visit to a maximum of \$1,000 each benefit year per person.

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

Contact lenses or eyeglasses

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

We will cover 100% of these costs, without a deductible, up to a maximum of \$200* in **any** 24 month period per person.

*Effective September 1, 2003: \$250.

We will also cover the cost of contact lenses for special conditions such as severe corneal astigmatism, severe corneal scarring, keratoconus (conical cornea), aphakia or when acuity in the better eye cannot be improved to at least 20/40 with glasses, up to a lifetime maximum of \$525 for each person.

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

When coverage ends Extended Health Care coverage will end on the last day of the month in which the employee retires or reaches age 60, whichever is earlier.

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

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

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

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

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

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.
- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- stimulator and supplies.
- abdominal, spinal, wrist and obus back supports.
- tens machine
- equipment that Sun Life considers ineligible (examples of this equipment are orthopaedic mattresses, exercise equipment, air-

conditioning or air-purifying equipment, whirlpools, humidifiers, and equipment used to treat seasonal affective disorders).

- any services or supplies that are not usually provided to treat an illness, including experimental treatments.

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

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

We will also not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation.

When and how to make a claim

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

In order for you to receive benefits, we must receive the claim no later than 180 days* after the earlier of

*Effective February 1, 2001: 90 days

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

Emergency Travel Assistance

This benefit is effective May 1, 2000.

Plan administrator

This benefit is administered by Sun Life of Canada.

General description of the coverage

Effective February 1, 2002: The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Emergency Travel Assistance benefits.

If you are faced with a medical emergency when travelling outside of the province where you live, Worldwide Assistance Services Inc. can help.

An emergency is an acute, unexpected condition, illness, disease or injury that requires immediate assistance.

This benefit, called **Medi-Passport**, supplements the emergency portion of your Extended Health Care coverage. It only covers services that you obtain within 60 days of leaving the province where you live. If hospitalization occurs within this time period, in-patient services are covered until you are discharged.

The Medi-Passport coverage is subject to any maximum applicable to the emergency portion of the Extended Health Care benefit.

We recommend that you bring your **Medi-Passport** card with you when you travel. It contains telephone numbers and the information needed to confirm your coverage and receive assistance.

Getting help

If it is possible, you or someone with you must contact a Worldwide Assistance Coordination Centre and receive approval before any services are provided. If contact cannot be made before services are provided, contact should be made as soon as possible afterwards.

Access to a fully staffed coordination centre is available 24 hours a day. Please consult the telephone numbers on the Medi-Passport card.

Worldwide Assistance may arrange for:

On the spot medical assistance

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

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

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

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

Transportation home or to a different medical facility

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

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

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

Meals and accommodations expenses

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

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

Travel expenses home if stranded

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

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

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

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

Travel expenses of family members

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

- you are travelling alone, or

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

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

Repatriation

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

Vehicle return

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

Lost luggage or documents

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

Coordination of coverage

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

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

Limits on advances

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

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

Reimbursement of expenses

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

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

Your responsibility for advances

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

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

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

Limits on Emergency Travel Assistance coverage

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

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

- a rebellion, riot, military up-rising, war, labour disturbance, strike, nuclear accident or an act of God.

- the refusal of authorities in the country to permit Worldwide Assistance to fully provide service to the best of its ability during any such occurrence.

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

**Liability of Sun Life
or Worldwide
Assistance**

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

Dental Care

Plan administrator *This benefit is administered by Sun Life of Canada.*

General description of the coverage Effective February 1, 2002: The contract holder has the sole legal and financial liability for this benefit. Sun Life only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the Dental Association Fee Guide for general practitioners in the province where the employee lives which was current one year prior to the date the eligible expenses were incurred, regardless of where the treatment is received.

Services provided by a board qualified specialist in endodontics, prosthodontics, oral surgery, periodontics, paedodontics or orthodontics whose dental practice is limited to that speciality are limited to the amount payable under the Fee Guide for general practitioners.

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from February 1, 2000 to December 31, 2000, and then from January 1 to December 31.

Deductible

There is no deductible for this coverage.

Benefit year maximum

For Major dental procedures, we will not pay more than:

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

Lifetime maximum

The maximum amount we will pay for all Orthodontic procedures in a person's lifetime is \$1,500.

Predetermination

We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$200. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.

Preventive dental procedures

Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health.

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

Oral examinations

1 complete examination every 36 months.

1 recall examination every 5 months.*

*Effective May 1, 2000: 1 recall examination every 9 months.

Emergency or specific examinations.

X-rays

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

1 set of bitewing x-rays every 5 months.*

*Effective May 1, 2000: 1 set of bitewing x-rays every 9 months.

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

Other services Required consultations with another dentist.

Polishing (cleaning of teeth) once every 5 months.*

*Effective May 1, 2000:

Polishing (cleaning of teeth) once every 9 months.

Topical fluoride treatment once every 5 months, for children under the age of 18 only.*

*Effective May 1, 2000: Topical fluoride treatment once every 9 months, for children under the age of 18 only.

Emergency or palliative services

Diagnostic tests and laboratory examinations

Removal of impacted teeth and related anaesthesia

Provision of space maintainers for missing primary teeth.

Pit and fissure sealants.

Oral hygiene instruction once every 5 months.*

*Effective May 1, 2000: Oral hygiene instruction once per lifetime.

Basic dental procedures

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

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

Fillings Amalgam, composite, acrylic, or equivalent.

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

<i>Basic restorations</i>	Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns.
<i>Endodontics</i>	Root canal therapy and root canal fillings, and treatment of disease of the pulp tissue and chemical bleaching.
<i>Periodontics</i>	Treatment of disease of the gum and other supporting tissue, excluding temporomandibular joint (TMJ) treatment. Occlusal equilibration, 8 units every 12 months. Effective May 1, 2000: Scaling and root planing, 8 units every 12 months.
<i>Oral surgery</i>	Surgery and related anaesthesia, including transplantation of erupted teeth, other than: removal of impacted teeth (<i>Preventive dental procedures</i>), implants, transplants of unerupted teeth and repositioning of the jaw.
Major dental procedures	Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges. Of the eligible expenses, we will pay: <ul style="list-style-type: none"> ■ 50% for procedures related to dentures, and ■ 100% for all other procedures.
<i>Major restorations</i>	Inlays and onlays. Crowns and repairs to crowns, other than prefabricated metal restorations (<i>Basic dental procedures</i>).
<i>Repair</i>	Repair of bridges or dentures.
<i>Rebase or reline</i>	Rebase or reline of an existing partial or complete denture.

Prosthodontics

Construction and insertion of bridges or standard dentures. Charges for a replacement bridge or replacement standard denture are not considered an eligible expense during the 5 year period following the construction or insertion of a previous bridge or standard denture unless.

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

Diagnostic casts.

Orthodontic procedures

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

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

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

The following orthodontic procedures are covered:

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

When coverage ends Dental Care coverage will end on the last day of the month in which the employee retires or reaches age 60, whichever is earlier.

Payments after coverage ends

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

What is not covered

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

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

We will not pay for:

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

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.

- teeth malformed at birth or during development.

We will **not** pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Act or similar legislation.

**When and how to
make a claim**

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

In order for you to receive benefits, we must receive a claim no later than 180 days* after the earlier of

*Effective February 1, 2001: 90 days

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

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

Life Coverage

Insurer	This benefit is insured by Sun Life Assurance Company of Canada.
General description of the coverage	Your Life coverage provides a benefit for your beneficiary if you die while covered.
Life coverage for you	<p><i>Amount</i> Your Life benefit is 2 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$300,000.</p> <p>Your coverage will end on the last day of the month in which you retire or reach age 60, whichever is earlier.</p>
Who we will pay	<p>If you die while covered, Sun Life will pay the full amount of your benefit to your last named beneficiary on file with Sun Life.</p> <p>If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.</p>
Coverage during total disability (no longer in effect February 1, 2002)	<p>If you become totally disabled before you retire or reach age 60 whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.</p> <p>Sun Life must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.</p> <p>If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life</p>

coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for at least an uninterrupted period of 6 months.

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

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

Converting Life coverage

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

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

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

When and how to make a claim

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

Long Term Disability

insurer

This benefit is insured by UNUM Life Insurance Company of America

Certificate of coverage

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

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

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

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

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

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

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

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

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

EMPLOYERS ORIGINAL PLAN

EFFECTIVE DATE: February 1, 2000

POLICYHOLDER: The Corporation of the Town of Oakville

POLICY NUMBER: 85986 031

ELIGIBLE GROUP(S):

All Eligible Firefighters in active employment

MINIMUM HOURS REQUIREMENT:

Employees must be working at least 30 hours per week.

WAITING PERIOD:

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

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

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

ELIMINATION PERIOD:

The later of

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

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

MONTHLY BENEFIT:

The least of Items 1, 2 or 3 below:

1. 75% of pretax monthly earnings, less 100% of direct deductible sources of income;
2. if the monthly benefit is taxable, 85% of pretax monthly earnings, less 100% of direct and indirect deductible sources of income; or
if the monthly benefit is nontaxable, 85% of post-tax monthly earnings, less 100% of direct and indirect deductible sources of income;
3. \$5,000*, the maximum monthly benefit.

*Effective September 1, 2003: \$5,500

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

DEDUCTIBLE SOURCES OF INCOME:

DIRECT:

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

INDIRECT:

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

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

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

MAXIMUM PERIOD OF PAYMENT:

Age at Disability Maximum Period of Payment

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

OTHER FEATURES:

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

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

General information

WHEN ARE YOU ELIGIBLE FOR COVERAGE?

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

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

WHEN DOES YOUR COVERAGE BEGIN?

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

WHEN DOES YOUR COVERAGE END?

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

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

- the last day you are in active employment except as provided under the covered layoff, leave of absence, pregnancy and parental leave of absence, and lawful strike and lockout provisions of the policy; or
- your 60th birthday if you are a Firefighter.

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

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

Long term disability benefit information

HOW DOES UNUM DEFINE DISABILITY?

You are disabled when UNUM determines that during the elimination period and the following 24 months, you are unable to perform any of the material and substantial duties of your regular occupation due to your sickness or injury.

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

REGULAR OCCUPATION means the occupation you are routinely performing when your disability begins. UNUM will look at your occupation as it is normally performed in Canada, instead of how the work tasks are performed for a specific employer or at a specific location.

WHAT ARE YOUR monthly EARNINGS?

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

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

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

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

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

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

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

HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?

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

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

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

WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?

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

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

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

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

WHAT IS A PRE-EXISTING CONDITION?

You have a pre-existing condition if:

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

- health care provider in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

Any increase in benefit will be subject to this pre-existing condition

Long term disability claim information

WHEN DO YOU NOTIFY UNUM OF A CLAIM?

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

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

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

HOW DO YOU FILE A CLAIM?

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

WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?

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

- that you are under the regular care of a doctor, as defined in the policy;
- the appropriate documentation of your monthly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and

- the name and address of any hospital or institution where you received treatment, including all attending doctors.

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

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

Basic Accidental Death and Dismemberment

Insurer

This benefit is insured by ACE INA Insurance

COVERAGE

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

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

ELIGIBILITY

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

Benefit Amount

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

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

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

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

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

For Loss of	Percentage of the Benefit Amount
Life	100%
Both Hands, Both Feet, Entire of Sight of Both Eyes, One Hand and One Foot, One Hand or One Foot and Entire Sight of One Eye	100%
Speech and Hearing	100%
Use of Both Arms or Both Hands	100%
Quadriplegia, Paraplegia, Hemiplegia	200%
One Arm or One Leg or Use of One Ann or One Leg	75%
One Hand or One Foot or Use of One Hand or One Foot	66 2/3%
Entire Sight of One Eye	66 2/3%
Speech or Hearing	66 2/3%
Thumb and Index Finger of the Same Hand	33 1/3%
Four Fingers of the Same Hand	33 1/3%
Hearing in One Ear	25%
All Toes of the Same Foot	12 ½%

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

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

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

Rehabilitation Benefit

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

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

Repatriation Benefit

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

Family Transportation Benefit

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

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

Spousal Occupational Training Benefit

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

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

The maximum payable hereunder is \$15,000.

Home Alteration and Vehicle Modification

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

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

Benefit payments herein will not be paid unless:

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

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

Day Care Benefit

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

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

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

Special Education Benefit

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

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

Continuance of Coverage

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

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

Seat Belt Benefit

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

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

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

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

Conversion Privilege

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

Waiver of Premium

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

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

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

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

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

Exclusions

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

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

Exposure and Disappearance:

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

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

HOW TO CLAIM

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

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

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.