



SOURCE	Camp.		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

COLLECTIVE AGREEMENT

BETWEEN:

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.

FULL TIME AND PART TIME BARGAINING UNITS

EXPIRY: MARCH 31, 1998

DE 13 1997

11085(01)

FOR YOUR INFORMATION

The International Union has a scholarship programme which offers one four-year scholarship of \$750.00 annually, For details of this programme contact the Local 220 London Union office.

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

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

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

LONDON UNION OFFICE

228 Clarence Street
London, Ontario
Phone: 432-2661

KITCHENER UNION OFFICE

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

Lin Whittaker, Union Representative
Mary Kay Whitney, Union Representative
Roy Jacques, Union Representative
Ken McLeod, Union Representative
Brenda Rehkopf, Union Representative
Stephanie Crawford, Union Representative
Maria Lindsay, Union Representative
Colleen Redmond, Union Representative
Audrey Mckay, Union Representative
Kirsten Bradley, Organizer
Mike Morin, Research Representative

Leslie Edwards
Stana Edwards
Sheila Johnston
Jan Loveys
Janice Morphy

Eleanor Munro
Irene Scully
Monica Summers
Renata Tichy
Margaret Graham

GRIEVANCE PROCEDURE

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

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

THE **SIX** IMPORTANT

W's

IN EVERY GRIEVANCE

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

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - UNION RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - UNION REPRESENTATION	3
ARTICLE 5 - COMPLAINT PROCEDURE	4
ARTICLE 6 - GRIEVANCE PROCEDURE	5
ARTICLE 7 - ARBITRATION PROCEDURE	7
ARTICLE 8 - UNION SECURITY	8
ARTICLE 9 - SENIORITY	9
ARTICLE 10 - TRANSFERS	17
ARTICLE 11 - LEAVES OF ABSENCE	18
ARTICLE 12 - COURT ATTENDANCE	24
ARTICLE 13 - HOURS OF WORK	25
ARTICLE 14 - CALL IN PAY, REPORTING PAY	27
ARTICLE 15 - WAGES AND JOB CLASSIFICATIONS	27
ARTICLE 16 - PAID HOLIDAYS	28
ARTICLE 17 - VACATIONS WITH PAY	31
ARTICLE 18 - SICK LEAVE	34
ARTICLE 19 - EMPLOYEE BENEFITS	36
ARTICLE 20 - UNION BULLETIN BOARDS	38
ARTICLE 21 - JOB VACANCIES AND NEW JOBS	38
ARTICLE 22 - MEDICAL EXAMINATIONS	39
ARTICLE 23 - RETIREMENT	39
ARTICLE 24 - STRIKES AND LOCKOUTS	40
ARTICLE 25 - UNIFORM ALLOWANCE	40
ARTICLE 26 - SHIFT PREMIUM	40
ARTICLE 27 - JOB SECURITY	40
ARTICLE 28 - RETROACTIVITY	41
ARTICLE 29 - DURATION	41
SCHEDULE "A"	44
APPENDIX "A"	47
SCHEDULE "B"	55
APPENDIX "B"	58

Note: The Articles preceded by an asterisk (*) do not apply to Part Time Bargaining Unit Employees.

ARTICLE 1 - PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and those of its employees at Sunbeam Residential Development Centre, Kitchener, Ontario for whom the Union is the exclusive bargaining agent, and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties to cooperate and work harmoniously together in promoting mutual interest in the operation of Sunbeam Residential Development Centre.

ARTICLE 2 - UNION RECOGNITION

2:01 The Union has been certified by the Ontario Labour Relations Board as the bargaining agent for two groups of employees as hereinafter more particularly described in Article 2:02 (Full Time Bargaining Unit) certificate dated June 18, 1973, and Appendix "A" - A. (Part Time Bargaining Unit) certificate dated September 26, 1978, **and** it is the intention of the parties that such bargaining units shall continue to exist separately one from the other and that nothing in this document shall be construed so as to merge such units. In accordance with such intention this document shall be deemed to be two agreements, one between the Employer and the Union as bargaining agent for those employees referred to in Article 2:02 and one between the Employer and the Union as bargaining agent for those employees referred to in Appendix "A" - **A.**

* 2:02 The Employer recognizes the Union as the exclusive bargaining agent for all its employees who are employed at Sunbeam Residential Development Centre in Kitchener, Ontario, save and except foremen, supervisors, persons above the rank of foremen and supervisor, professional nursing

staff, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.

- 2:03 Each of the parties agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.
- 2:04 This Agreement shall not apply to residents of the Centre who perform services as therapy, provided however, that the use of residents as outlined above shall not be used to reduce the number of staff or interfere with the working conditions or the jobs of the employees covered by this Agreement.
- 2:05 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or an emergency when regular employees are not readily available, or instances mutually agreed on by the parties. For the purposes of clarity, this restriction does not apply to students attending the Centre for training purposes or volunteers who assist the residents.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) Order, discipline and efficiently govern the conduct of employees, establish and enforce reasonable rules and regulations necessary therefore but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.
 - (b) Hire, discharge, transfer, promote, demote, classify, assign or discipline employees provided that a claim of discriminatory

transfer, promotion, demotion, classification or assignment or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 - UNION REPRESENTATION

4:01 The Union shall elect or otherwise select a Union Committee composed of not more than five (5) members (two of which shall be Part Time Bargaining Unit employees) and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement.

Before any employee is disciplined, such employee will be offered the opportunity of having a Union Steward or Union Committee member present during such disciplinary interview.

4:02 The Union shall elect or otherwise select seven (7) Stewards. The Union shall endeavour to have at least one Steward who is usually employed on each shift.

4:03 (a) Members **of** the Union Committee and Stewards shall receive regular pay for all regularly scheduled working hours lost due to attendance at contract negotiations between the parties up to and including arbitration for which permission has been granted.

(b) **A** Steward and where applicable members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings for which permission has been granted, which shall, for the purposes of clarity, cover meetings with a grievance settlement officer appointed under Section 45 of the Labour Relations Act, with representatives of the Employer whether on or outside the Employer's premises.

- 4:04 The Union Committee and the Management of the Centre shall meet each month at times mutually agreed upon provided there is business for their joint consideration. A request for a meeting shall be indicated by a letter from either party to the other. The Centre Administrator or designate and the Chairperson of the Union Committee or Union Committee Member will set up an agenda of subjects to be discussed prior to the meeting.
- 4:05 It is agreed that a Union Representative shall have reasonable access to the Employer's premises and may be present with the Union Committee at any meeting with the Employer's Representatives. Such Union Representative shall advise the Centre's office upon entering the premises.

ARTICLE 5 - COMPLAINT PROCEDURE

- 5:01 (a) It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he or she has first given the immediate Supervisor an opportunity of adjusting the complaint.
- (b) It is the mutual desire of the parties hereto that group or policy complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he/she has first given the Department Head an opportunity of adjusting the complaint.
- 5:02 If an employee has a complaint, he or she, who may request the assistance and attendance of the Steward, shall discuss it with the immediate Supervisor within ten (10) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor, which must come within five (5) working days following the complaint.

- 5:03 (a) In any matter relating to disciplinary warnings, it is agreed that only such warnings issued within fifteen (15) months previous to the disciplinary action shall be taken into account in determining any penalty.

Annual Employee Evaluations shall be used to evaluate in terms of improvement needed or not and not be considered a disciplinary record. It shall be the right of any employee to see his/her employment record provided the employee requests in writing an appointment for that purpose be so arranged. When or if any disciplinary records are entered into an employee's personnel file, said employee will be given a copy of such record.

- (b) Any disciplinary notations shall be removed from an employee's personnel file after eighteen (18) months of such discipline being imposed, provided that during the eighteen (18) month period there has not been any other related discipline given to the employee.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6:01 Subject to Article 5, should any misunderstanding or controversy arise between the Employer and the Union as to the compliance of either party with any of its obligations hereunder or should there be any grievance involving the terms of this Agreement by an employee or group of employees or the Union or the Employer, the same shall be handled in the following manner:

6:02 **Step 1**

Any grievance of an employee shall be presented in writing (on a standard form provided by the Union and completed as indicated on the form) to the aggrieved employee's department head or his or her delegate. Such grievance form shall be completed in triplicate and signed by the employee. One of the forms shall be retained by the employee, one by the Union and the other handed to the department head or his or her delegate. The department head or his or her delegate shall give his

or her written disposition within five working days of the receipt of the written grievance by him or her.

6:03 Step 2

If the grievance is not settled at the preceding step, the Union Committee shall take the matter up with the Administrator or his or her delegate. The Administrator or his or her delegate shall give his or her written disposition within five days of the receipt of the grievance by him or her.

6:04 No grievance shall be considered which has not been instituted as herein provided unless the Employer and the Union otherwise agree.

6:05 A Saturday, a Sunday, a statutory holiday within the meaning of this Agreement, or an aggrieved employee's day off shall be excluded in computing the time limits within which a step is taken under the grievance procedure of this Agreement.

6:06 If an employee wishes to grieve his or her suspension or discharge, such employee shall within a calendar week of such suspension or discharge reduce such grievance to writing and it shall be dealt with under the grievance procedure commencing at Step 1 thereof.

6:07 An employee may only be discharged for just cause, except that any employee who has not completed the probationary period may be terminated on the basis of a fair and proper assessment of suitability for employment with the Centre, which action may be taken up as a grievance.

6:08 Misunderstandings or controversy as referred to in Article 6:01 arising between the Employer and the Union which may be considered as policy or group matters shall be reduced to writing by either party and dealt with commencing at Step 2 of the Grievance Procedure.

6:09 The Employer or the Union may have such counsel or other assistants present as they may desire when grievances are taken up under Step 2 of this Article provided that no more than two of such counsel or assistants

representing either the Employer or the Union may be present at such meeting unless all parties agree to additional representation.

- 6:10 The time specified in Article 6 may at any time whether before or after the event be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

ARTICLE 7 - ARBITRATION PROCEDURE

- 7:01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within ten days notify the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within ten days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman will govern.
- 7:02 No person shall be appointed a member of the Arbitration Board who has been involved in an attempt to negotiate or settle the difference or allegation submitted or to be submitted to it.

- 7:03 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement, nor shall it alter, modify or amend any part of this Agreement.
- 7:04 In the event that an Arbitration Board is required to deal with a dispute involving the discharge or suspension of an employee, it shall have the power to sustain the discharge or suspension or reinstate the employee with or without compensation for time lost since the date of discharge or suspension, or, in the alternative, may make such other order which it considers just and equitable, provided however, that in assessing any compensation to be paid to a discharged or suspended employee the Arbitration Board must limit such compensation, if granted, to loss of wage earnings from the Employer.
- 7:05 Each party shall bear the cost of its own arbitrator and any expense incurred by reason of the appointment of the third arbitrator shall be borne equally by the parties.
- 7:06 The times specified in Article 7 may at any time, whether before or after an event, be extended or abridged by mutual consent of the Employer and the Union. Such consent shall be expressed in writing and shall specify the alteration agreed to.

ARTICLE 8 - UNION DUES

- 8:01 The Employer shall deduct Union dues monthly for the term of this Agreement according to the following conditions:
- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
 - (b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.

- (c) On or before the 10th day of every month the Employer shall remit by cheque to the Secretary-Treasurer of the Union the sum total of the deductions made during the preceding month.
- (d) The Employer agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month. The Employer also agrees to list those employees, who have terminated employment, giving the reason supplied by the Employer to the Unemployment Insurance Commission for the employee's termination.

8:02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed against all of the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.

8:03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.

8:04 (a) The Employer shall allow a Union Committee Member or Steward approximately fifteen (15) minutes without loss of pay, to interview new employees during that new employee's orientation sessions.

(b) The Employer shall advise the Union as to the names of the persons to be interviewed and the interview shall take place in a room designated by the Employer on the Centre's premises.

8:05 T-4 slips issued annually to employees shall show deductions made for Union dues wherever possible.

ARTICLE 9 - SENIORITY

9:01 In all cases of promotion, demotion and transfer, the following factors shall be considered:

- (a) departmental seniority
- (b) ability and qualifications

Where the factors listed in (b) are relatively equal among employees, departmental seniority shall prevail.

Note: Seniority for full-time staff is according to anniversary date. The anniversary date must not precede date of hire.

9:02 **Notice**

In the event of a proposed layoff at the Centre/Group Homes of a permanent or long-term nature within the bargaining unit, the Employer shall:

- a) provide the Union with no less than twelve (12) weeks notice of such layoff. This notice is not in addition to required notice for individual employees. Where such layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union shall be considered notice to the Union of any subsequent layoff.
- b) meet with the Union to review the following:
 - i) the reasons causing the layoff or the elimination of the position(s);
 - ii) the method of implementation including the areas of cutback and the staff to be laid off.
- c) Any agreement between the centre and the Union concerning the method of implementation of a layoff shall take precedence over the terms of this article. The unavailability of a staff representative of the Union shall not delay any meeting regarding layoffs or staff reductions.

Layoff

- d) In all cases of layoff, employees will be laid off according to departmental seniority. The Employer will provide a Layoff Notice directly to the incumbent(s) of the position(s) which is experiencing a reduction in hours, or becoming redundant provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work. For purposes of a layoff in the Full Time Bargaining Unit, probationary employees shall be laid off first, and Part Time employees in temporary full time jobs shall be laid off next, then Full Time employees, provided that the employees who are entitled to remain on the basis of seniority are qualified and able to perform the available work.
- e) Seniority lists for layoff and recall rights of part time employees shall be separate from full time employees.
- f) **An** employee who is subject to layoff shall have the right to either:
 - i) accept the layoff and severance payment; or
 - ii) accept the layoff and remain on recall; or
 - iii) accept a transfer to a vacant position, either full time or part time, provided that she or he is qualified and able to perform the available work as per the position's stated criteria, or
 - iv) Individuals who are in receipt of Layoff Notices may exercise their bumping rights first within their own department in accordance with their seniority, to bump into any position for which they are able and qualified (as per the position's stated criteria) and need no more than a regular orientation period in order to perform the normal requirements of the job. In any bump under this article the individual bumped will be the least senior in that position and/or shift. This may result in a loss of hours, gain in hours, and/or change in shift.

However, where an individual may only suffer a loss of hours by bumping within their department, then they may look to bump into another department by bumping someone who is less senior and who occupies a position for which the Laid Off individual is able and qualified (as per the position's stated criteria) and needs no more than a regular orientation period in order to perform the normal requirements of the job. In so doing they may only first look to bump into a shift which is of no greater hours than that which they currently work. If none are available then they may look to bump into a shift of greater hours.

- v) The decision of the employee to choose (i) or (ii) or (iii) or (iv) above shall be given in writing to the designated Employer representative within ten (10) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so will be deemed to have accepted layoff.
- g) Individuals who are in receipt of a Layoff Notice may not bump into another bargaining unit i.e., full time staff cannot bump into the part time bargaining unit. Part time staff cannot bump into the full time bargaining unit.
- h) Individuals who are 'bumped' and subsequently receive a Layoff Notice, may exercise their seniority rights in the same manner as those receiving the initial notices.
- i) (i) Individuals who previously worked full time hours and who have 'bumped' into modified full time positions as a result of no regular full time positions being available to them, as per paragraphs f) to h) of this article, will first be offered any regular full time temporary vacancies within their department due to Leaves of Absence, which are defined in Article 11:02 to 11:07 of the Collective Agreement, and are expected to extend beyond six (6) weeks duration. These will be offered

in order of seniority prior to posting the vacancy provided the individual is able and qualified and needs no more than a regular orientation period in order to perform the normal requirements of the job. This practice shall continue for a period no longer than eighteen (18) months from the date the Layoffs become effective. Individuals affected by this article who are in a temporary vacancy at the time this article expires will be allowed to remain in that temporary vacancy for up to a further six (6) months, or until the vacancy expires, whichever occurs first.

- (ii) **As** per the foregoing, these individuals who previously worked full time hours will be **scheduled** for full time shifts within their regular work area, subject to the foregoing i)(i), which are available at the time the schedule is posted. For clarity, they will be scheduled for full time shifts which occur on the same shift as their modified shift, as per paragraph j) of this article. These shifts shall be scheduled in order of seniority for those affected employees, however, they shall only be scheduled for these shifts on days they were otherwise scheduled to work their modified shift. In the event the full time shift is cancelled then the employee will be rescheduled for their modified shift on the affected dates and are not entitled to any greater notice of this change than part time employees, irrespective of Article 13:08(a). If the affected individual does not want to participate in this process then they shall notify their Departmental Head in writing at the time they bump into the modified position.

- j) Individuals who elect to remain on recall, will be offered, in reverse order of layoff the opportunity to return to their former position on the shift they were laid off from and within the department they were laid, off from should a permanent vacancy occur within eighteen (18) months from the date of Layoff, prior to the vacancy being posted. For clarity of this article there shall be deemed three (3) shifts in the Full Time Bargaining Unit - Days, Evenings, Nights - and all other shifts shall be included in these three as follows:

Days - Days, modified 6-10, mornings
 Evenings - Evenings, modified evenings, Afternoons, modified
 afternoons
 Nights - Nights
 In the Part Time Bargaining Unit there is only the 6-10 shift.

Sundry

- k) A 'vacant position' shall mean a position for which the posting process has not been completed.
- l) Employees on layoff are not entitled to benefit coverage while on layoff.
- m) No new employees shall be hired until all employees on layoff, who are qualified **and** able to perform the available work, have been offered **an** opportunity to return to **work** and failed to do so, in accordance with paragraph j) of this article.
- n) Nothing in this article requires the Employer to fill either a permanent or temporary vacancy.

Notes:

Right of recall for 18 months (currently in Article 19:05 g).

Recall notification **and** employee obligations are currently in Article 9:05 c).

9:03 It is agreed that for the purpose of this Article the Departments shall be as follows:

1. Resident Care
2. Dietary

3. Plant Operations (including custodial staff, laundry and housekeeping; plant maintenance, including maintenance, driver-maintenance and janitorial).
 4. Programming
 5. Group Homes
- 9:04 (a) Employees temporarily transferred from one department to another shall continue to accumulate seniority in the department from which they were transferred and employees permanently transferred from one department to another shall take with them into the department to which they are permanently transferred their accumulated seniority in the department from which they were transferred.
- (b) An employee whose status is changed from full time to part time shall obtain his/her part time seniority converted on the basis of one year of full time seniority equalling 1750 hours of part time seniority.
- (c) An employee whose status is changed from part time to full time shall obtain his/her full time seniority converted on the basis of one year of full time seniority equalling 1750 hours of part time seniority.
- (d) When a transfer is made from full time to part time or vice versa only the accumulated seniority of the employee, as it exists immediately before the transfer, shall be considered.
- 9:05 An employee shall lose all seniority and his or her employment shall be conclusively deemed to have been terminated for any of the following causes:
- (a) voluntary termination of employment.
 - (b) discharge for cause not reversed under the grievance procedure of this Agreement.

- (c) failure to return to work within seven days of the mailing of a registered letter containing a request to return to work after a layoff addressed to the employee at his or her address as shown on the Employer's records; the Employer may extend such period of seven days if, in the opinion of the Employer, the employee has given satisfactory reason for his or her failure to return to work.
 - (d) absence from work for three consecutive regular working days unless such absence is caused by reasons beyond the control of the employee. (This provision shall not be construed so as to mean a shorter absence may not in appropriate circumstances be reason for loss of seniority and/or employment).
 - (e) failure to return to work without reasonable excuse at the expiration of a leave of absence.
 - (f) acceptance of other regular employment while on leave of absence unless such leave was granted for that purpose.
 - (g) if **an** employee is laid off and has not been recalled to work within eighteen consecutive months of layoff.
- 9:06
- (a) An employee who transfers out of the bargaining unit for a period of six months or less will continue to accumulate bargaining unit seniority for the entire period of employment outside the bargaining unit.
 - (b) Any employee who transfers out of the bargaining unit for a period in excess of 6 months, will not continue to accumulate seniority in the bargaining unit past the 6 month period except for vacation entitlement and wage progression, however all seniority accumulated from employment in the bargaining unit will be retained.
 - (c) **An** employee who transfers out of the bargaining unit for a period in excess of 12 months will lose all seniority in the bargaining unit, except for vacation entitlement and wage progression.

(d) An employee who has transferred into the Bargaining Unit from any position which is outside the Bargaining Unit shall have seniority recognized as of the date of entrance into the bargaining unit, except for vacation entitlement and wage progression.

9:07 Employees shall notify the Employer of any change of address either by registered mail or in person at the office of the Employer.

9:08 The Employer shall post up and supply departmentally full time and part time seniority lists to the Union at the commencement of the term of this Agreement and every six months thereafter specifically April and October as of the last pay period of March and September. If the position of an employee on a seniority list is not challenged within thirty calendar days from the date of its posting, such list shall be final and not subject to complaint.

9:09 Employees shall properly and with reasons notify the Employer as soon as possible of : (a) all anticipated and unanticipated absences; (b) intention to return to work after notice of recall; and (c) inability to return to work after the expiration of a leave of absence.

* 9:10 Employees shall be probationary until they have been continuously employed by the Employer for a period of sixty (60) calendar days. **If** an employee is retained for the employee's aforementioned probationary period, his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.

ARTICLE 10 - TRANSFERS

10:01 When an employee requests and is permitted by the Employer to transfer from one department to another or to transfer within the same department or if an employee in the Resident Care Department is reclassified to a higher level, the employee shall be paid at the appropriate rate of pay of

the classification in the department to which the employee has transferred according to the employee's seniority.

- 10:02 An employee who is temporarily transferred by the Employer to a lower rated job classification shall continue to receive the pay rate that employee was receiving at the time **of** the transfer and shall be eligible for any wage scale increments which may fall during such a period of temporary transfer.
- 10:03 An employee who is temporarily transferred by the Employer to a higher rated job classification within the bargaining unit than the employee's regular job, such employee shall receive the rate of the higher paid job based on such employee's seniority.
- 10:04 When an employee requests and is permitted by the Employer to transfer from one department to another or in the same department to a new position, where a rate of pay has not been agreed upon by the Employer **and** the Union, the employee shall receive his/her rate of pay before the transfer and according to seniority and thereafter until a rate is agreed upon.

ARTICLE 11 - LEAVES OF ABSENCE

- 11:01 The Employer shall grant leaves of absence without pay limited to twelve (12) months for any one leave, for sickness and/or injury which is not covered by Workers' Compensation or by an employee's accumulated sick leave credits (under Article 18). The Employer, in its discretion, may extend the leave of absence for a longer period of time. The Employer shall not exercise its discretion unreasonably. The Employer may require proof of sickness and/or injury for which leave of absence is requested.
- 11:02 (a) Provided it does not interfere with the efficient operation of the Centre, the Employer may grant personal leaves **of** absence.

Maternity and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(b) Pregnancy Leave

An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

The employee shall give at least four (4) weeks notice of her intention *to* return to work. The employee, may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a medical certificate, satisfactory to the Employer, stating that she is able to resume her work.

Additional leave of absence may be taken under Article 11:02 (c) Parental Leave.

Notwithstanding the above, an employee must complete 12 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit. Subsequent to this qualification, an employee on maternity leave who is in receipt of

unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 11:02 (c) of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (57 (13) (i) of the UI Regulations).

(c) Parental Leave

An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the

birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (**18**) weeks after it began or on an earlier day if the employee give the Employer at least four (**4**) weeks written notice of that day.

During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums. Said employee contributions shall be due on the dates prescribed by the Employer at the commencement of the leave.

Notwithstanding the above, an employee must complete 12 months of continuous service prior to the adoption of a child to be paid a supplemental unemployment insurance benefit. Subsequent to this qualification, an employee on Parental leave, for purposes of having

adopted a child, and who is in receipt of unemployment insurance parental leave benefits shall be paid a supplemental unemployment insurance benefit. That benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the sum of their weekly Unemployment Insurance benefits and any others. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (57 (13) (i) of the UI Regulations).

- * 11:03 An employee's seniority shall continue to accumulate during a leave of absence granted under Sections 11:01 and 11:02.
- * 11:04 Compassionate Leave
 - (a) Compassionate leave of absence shall be granted to an employee for three days with pay upon application to the Employer in the event of a death of a member of the employee's immediate family. The three days are to be taken in the thirty (30) calendar day period following the day of the death of the member of the immediate family. The term "immediate family" means parents, step-parents, spouse of record; child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt and uncle. A leave of absence of one day with pay shall be granted to an employee upon application for the purposes of attending a funeral of a spouse's grandparent.

- (b) It shall be the responsibility of the employee to notify the Employer as soon as possible following any such bereavement for which a leave is requested.

11:05 In the event that for reasons beyond the employee's control he or she is unable to request a leave of absence in sufficient time to obtain such leave of absence in writing prior to the commencement of the requested leave of absence, the employee shall as promptly as practicable request such leave of absence either by telephone, telegraph or in person and the Administrator or his or her delegate shall grant such leaves of absence as such employee is entitled to and may grant such other leaves of absence as the Employer may decide provided always that such requests are made as promptly as the circumstances permit.

11:06 **Education Leave/In-Service Courses**

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Time spent by an employee in the attendance at short courses, workshops, or seminars (e.g. C.P.R. courses) if required by the Centre and directly related to the employee's employment at the Centre, shall be deemed to be work hours as set out in Article 13 - Hours of Work and remunerated accordingly. It is understood and agreed that no overtime payment will be incurred by the Employer for any time spent by an employee on any Education Leave or In-service Courses.

In-Service Programme

- (a) Both the Centre and the Union recognize their joint responsibility and commitment to provide, and to participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Centre

will provide, where it deems necessary, programmes related to the requirements of the Centre. Available programmes will be publicized.

- (b) When an employee is on duty and authorized to attend any in-service programmes within the Centre during their regularly scheduled working hours, they shall suffer no loss of pay. When an employee is required to attend courses outside their regularly scheduled working hours, they shall be paid at their regular straight time rate of pay.

* 11:07 Union Leave of Absence

Any employee who is elected or appointed to full time office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to one (1) year. Said employee will be required to provide notice of at least one (1) month prior to the commencement of said leave of absence. The employee agrees to notify the Employer of the employee's intention to return to work at least one (1) month prior to the end of the period for which leave was granted.

During this leave of absence, the employee's salary and benefits **shall** be maintained by the Centre. The Union agrees to reimburse the Centre monthly in the amount of the full cost of such salary and benefits upon invoice by the Centre.

Employees on leave of absence under this Article shall continue to accrue seniority but not service for purposes of vacation entitlement, wages and benefits.

At the end of such leave, **any** employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer **as** required, or be transferred to the employee's previous position if the substitution was a transfer.

ARTICLE 12 - COURT ATTENDANCE

- * 12:01 If an employee is required to serve as a juror in any court of law or required by subpoena to attend a court of law, or required to attend at a coroner's inquest, provided that such employee, his or her spouse, child or parent is not a party to the proceedings, he or she shall not lose his or her regular pay because of attendance provided that he or she:
- i) notifies the Employer immediately upon his or her notification that he or she will be required to attend court;
 - ii) presents proof of service requiring his or her attendance; and
 - iii) promptly repays the amount (other than expenses) paid to him or her for such service or attendance to the Employer.

ARTICLE 13 - HOURS OF WORK

- * 13:01 The normal hours of work shall be thirty-seven and one-half (37 1/2) hours per week to be performed seven and one-half (7 1/2) hours per day. The hours mentioned in this section shall be exclusive of time allowed by the Employer for meals, which allowance of time shall be at least thirty minutes in each normal day.
- 13:02 (a) Authorized work performed in excess of seven and one-half (7 1/2) hours work in a day or one hundred and twelve and one-half (112 1/2) hours in a three (3) week period shall be considered overtime and shall be paid at the rate of time and one-half the basic straight time hourly rate of pay.
- (b) Notwithstanding the foregoing, if a special schedule is agreed by the Centre and the Union, in writing, the overtime payment provisions may be varied.
 - (c) Overtime premium will not be duplicated for the same hours nor pyramided with any other premium payable under this Agreement.

- 13:03 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- 13:04 Employees will be allowed two fifteen minute rest periods, inclusive of the time involved leaving and returning to work station, in each 7 1/2 hour shift without reduction of pay and without increasing their regular working hours. The Employer will arrange the time of such rest periods so that each one will fall in each half shift but such rest periods may vary in order to provide adequate staff at all times.
- 13:05 It is understood that an employee may be required to work no more than seven days continuously.
- * 13:06 There shall be a minimum of fifteen hours off when changing shifts. No employee coming off night shifts shall be scheduled for work within twenty-four hours and provided further that such twenty-four hours shall not be classed as a day off.
- * 13:07 An employee who is called into work as a replacement for an absent employee will be paid for a full shift provided that such employee commences work at the time such employee agreed to commence work at the time the employee was called into work.
- * 13:08 (a) Work schedules for full time employees shall be posted at least six weeks in advance and remain posted for the duration of the schedule unless the Employer and employee mutually agree upon a change. Such schedules will be on a three week about basis.
- (b) Requests for exchange of days off as between employees will be made in writing and Co-signed by the employees at least one (1) week in advance of the current work schedule and shall be approved by the Employer, which approval will not be denied unreasonably, subject to the efficient operation of the Centre. Such mutual exchanges shall not result in overtime payment.

- * 13:09 Full time employees shall continue to have the opportunity to work permanent preferred shifts of work and to make application for any vacant shift postings.
- * 13:10 The Employer will provide a full time employee at least one weekend off work in every three weekends.
- 13:11 Those employees working the shift where the change from daylight to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked. The employee working the extra hour will receive the applicable overtime rate.
- 13:12 Either party may request a meeting for the purpose of discussing the scheduling procedure in effect.

ARTICLE 14 - CALL IN PAY, REPORTING PAY

- * 14:01 If an employee is called in to work at any time other than his/her posted schedule, such employee shall be guaranteed at least three (3) hours of work or pay in lieu of work calculated at one and one-half times his/her regular rate of pay.
- 14:02 When an employee reports for work at his/her assigned starting time without being notified in advance by the Employer not to report to work at said time, then the employee shall receive work or pay in lieu of work for four (4) hours during that day.
- * 14:03 **Standby Pay**
An employee in the full time bargaining unit who is required to remain available for duty on standby outside the working hours for that particular employee shall receive standby pay in the amount of \$2.10 per hour for all scheduled hours on standby. Standby pay shall not be payable after the employee commences work subsequent to being called in.

ARTICLE 15 - WAGES AND JOB CLASSIFICATIONS

- 15:01 The classifications and the rates of pay for each classification shall be those as set out in the attached schedules hereto and marked as "A" and "B".
- 15:02 (a) In the event that an Employer should establish a new job classification, the Employer and the Union shall agree on an appropriate rate of pay for such new classification within **and** commensurate with the rate structure established by this Agreement. In the event of failure to agree on a rate within two weeks of a request by the Employer to the Union to reach such an agreement, the Employer shall set a rate and an employee assigned to such classification shall perform the work required at such rate and he or she may, or the Union may require the rate to be finally determined by means of the grievance procedure commencing at Step 2.
- (b) The Employer will issue to the Chairperson of the Union Committee all updated/revised bargaining unit job descriptions.
- 15:03 If in the opinion of the Employer a new employee has by reason of previous experience sufficient skill, the Employer may at any time up to the end ~~of~~ the probationary period give such employee credit for such previous experience up to but not exceeding the length of such experience **and** thereafter such employee shall for the purpose of rates of pay be deemed to have been employed for the time of the employee's employment with the Employer plus the amount of such experience for which credit has been given.

ARTICLE 16 - PAID HOLIDAYS

- * 16:01 Every employee regularly working thirty-seven and one-half (37 1/2) hours per week shall be paid at straight time for each of the following holidays:

New Year's Day

Labour Day

Second Monday in February*	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday (1989)	Christmas Day
Victoria Day	Boxing Day
Canada Day	Civic Holiday

*Unless another holiday proclaimed (Heritage Day) then to be date proclaimed.

- * 16:02 If **an** employee is required to work on any of the aforementioned holidays, the employee will receive either (a) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; (b) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

The choice between options (a) and (b) shall be that of the employee. It shall be the responsibility of the employee to notify his/her immediate Supervisor of the choice of option (a) or (b). Failing such notification by the employee, option (a) will be implemented.

- * 16:03 No employee shall be entitled to holiday pay or entitled to time off as provided in Articles 16:01 or 16:02 until he or she has worked his or her last scheduled shift before the holiday and his/her first scheduled shift after such holiday in question. The terms of this clause may be waived in circumstances of an employees absence caused by illness or other reasonable cause in the discretion of the Employer which will not be unreasonably applied.
- * 16:04 (a) In the event that a holiday mentioned in Article 16:01 falls within an employee's vacation period he or she will be granted **a** day off with pay at his or her straight time rate in lieu thereof, which day off will be added to the employee's vacation period unless the

Employer and the employee agree that such day will be taken at another time.

- * (b) In the event that a holiday mentioned in Article 16:01 falls upon an employee's day off, he or she will be granted a day off with pay at his or her straight time rate in lieu thereof. Such day off is to be scheduled within thirty days before or thirty days following such holiday.
- * 16:05 (a) No statutory holiday other than Christmas, New Year's Day and Boxing Day will be arbitrarily posted.
- * (b) Provided it does not interfere with the efficient operation of the Centre, an employee may accumulate up to five earned paid holidays. Such days shall be scheduled together and shall not be scheduled so as to deny a request for a particular vacation time by another employee, whether senior or junior to the employee who has accumulated paid holidays.
- * (c) Provided it does not interfere with the efficient operation of the Centre by written request to an employee's immediate Supervisor one week prior to the posting of a new schedule, an employee may request an earned statutory holiday be scheduled for such employee.
- * (d) Provided it does not interfere with the efficient operation of the Centre, a statutory holiday can be used in the event of a personal emergency. Such request must be made to the employee's immediate Supervisor.
- * (e) It is agreed that schedules shall be arranged so that no employee shall be required to work on both Christmas Day and the following New Year's Day and that an employee may be required to alternate so that **if** they are required to work Christmas Day one year, they may not be required to work Christmas Day the next year.
- * (f) Provided it does not interfere with the efficient operation of the Centre, by written request to an employee's immediate Supervisor,

one week prior to the posting of a new schedule, an employee may request for that employee, the scheduling of two (2) earned statutory holidays. Such holidays will have been earned within thirty (30) days before or thirty (3) days following the requested scheduled days. For the purposes of Article 16:05 (b) the scheduling of these two (2) earned statutory holidays on consecutive work days or work days interrupted by days off, will not be considered an accumulation.

ARTICLE 17 - VACATIONS WITH PAY

- * 17:01 Every employee who is in the employ of the Employer on the 30th day of June and has been in the continuous employ of the Employer for less than 12 months shall be entitled to a vacation pay allowance of 4% of his or her earnings from the Employer from the preceding first day of July to the 30th day of June.
- * 17:02 Every employee who has been in the employ of the Employer continuously for more than one year but less than seven (7) years as of the 30th day of June in any year shall be entitled to an annual vacation of three weeks with a vacation allowance of 6% of his or her earnings from the Employer from the preceding 1st day of July to the 30th of June.
- * 17:03 Every employee who has been in the employ of the Employer continuously for more than seven (7) years but less than fifteen (15) years as of the 30th day of June in any year shall be entitled to an annual vacation of four (4) weeks with a vacation pay allowance of eight percent (8%) of his or her earnings from the Employer from the preceding 1st day of July to the 30th day of June.
- * 17:04 Every employee who has been in the employ of the Employer continuously for more than fifteen (15) years but less than twenty-five (25) years as of the 30th day of June in any year shall be entitled to an annual vacation of five (5) weeks with a vacation pay allowance of ten

percent (10%) of his or her earnings from the Employer from the preceding 1st day of July to the 30th day of June.

- * 17:05 All employees who have completed twenty-five (25) or more years of continuous service with the Employer as of the date, of determining vacation entitlement, shall be entitled to an annual vacation of six (6) weeks with a vacation pay allowance of twelve percent (12%) of his or her earnings from the Employer from the preceding 1st day of July to June 30th.
- * 17:06 In the event that the employment of an employee terminates, the employee shall be entitled to receive his or her vacation pay allowance calculated as a percentage of his or her earnings from the Employer from the preceding 1st day of July to the date of termination. The percentage to be used shall be the percentage he or she would have received had his or her employment continued until the next 30th day of June.
- * 17:07 (a) In normal circumstances, vacations will not be granted during the period from December 20th to January 5th. Requests for individual vacation days may be submitted.
- * (b) All requests for vacation normally will be submitted to the immediate supervisor by March 1st, and a list of vacations granted will be posted by April 1st. Requests submitted after March 1st, will be granted, subject to the efficient operation of the Centre, on a first come first serve basis. If no request for vacation has been submitted by September 1st, the employee's vacation will be scheduled and the amended vacation schedule posted by September 15th.

Full time employees may carry up to three (3) unscheduled vacation days beyond September 1st. Such days to be used prior to March 31st.
- * (c) In accordance with the provisions of (b), and subject to the efficient operation of the Centre, vacation requests will be granted on a

seniority basis, except with respect to Resident Care Aides they will be granted on a seniority basis by shift.

- * (d) Changes in vacation schedules will only be granted provided it does not interfere with the efficient operation of the Centre and other vacations already granted.
- * (e) Vacations are to be taken for a period of not less than five (5) vacation days. However, up to five vacation days can be taken as individual days off where written request is provided to **an** employee's immediate Supervisor one week prior to the posting of a new schedule. A request for individual vacation days will be granted provided it does not interfere with the efficient operation of the Centre and does not deny a request for a particular vacation time of 5 days or more by another employee, whether senior or junior to the employee.
- * (f) Employees will receive their vacation pay in advance at the time of taking their vacation.
- * (g) All vacation entitlement must be taken by March 31st except, subject to the efficient operation of the Centre, an employee may request to carry over into the next year, up to one week vacation on written request submitted by September 1st of that vacation year.
- (h) With any payment of vacation earnings, the Employer will provide an employee with a statement of earnings and deductions.

With any payment which combines vacation and regular earnings, the Employer will provide an employee with a statement of earnings and deductions.

Annually, the Employer will provide **an** employee with a statement of total vacation pay entitlement, as well as the gross earnings and percentage used to determine such entitlement.

Clarification of any statement of earnings and deductions will be provided by the Employer on request.

- 17:08 (a) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness under full medical certification satisfactory to the Employer, which commenced during the scheduled vacation period, the period of such illness shall be considered sick leave.

ARTICLE 18 - SICK LEAVE

- * 18:01 Effective April 1, 1991 **the present sick leave plan will be discontinued** and the Employer will assume the total responsibility for providing and funding the sick pay benefit portion of the Hospitals of Ontario Disability Income Plan (HOODIP) in accordance with the plans terms and conditions.
- * 18:02 Effective April 1, 1991 the Employer will pay **seventy-five percent (75%)** of the billed premium towards coverage of eligible employees under the Long Term Disability benefit portion of the plan (HOODIP), or **an** equivalent plan with the employee paying the balance of the billed premium through payroll deduction.
- * 18:03 The Employer further agrees to pay employees an amount equal to any loss of benefits under (HOODIP) for the first two days of the fourth and subsequent period of absence in any calendar year.
- * 18:04 (a) Any unused sick leave accumulated up to April 1, 1991, in each employee's individual account shall be frozen as of that date and shall be available for the purpose of "topping-up" (that is, to make

up the difference between the (HOODIP) benefit and the employee's regular wages.

- (b) Credits used for "topping up" shall be at the straight time hourly wage rate currently in effect at the time a credit is used.
- (c) An employee whose regular work week is 37 1/2 hours and who has completed five years of continuous service **as of April, 1, 1991** shall on termination of employment be paid one-half of his/her unused sick credits at the employee's then current straight time rate of pay to a maximum of 60 days.
- (d) An employee whose regular work week is more than 24 but less than 37½ hours and who has completed five years of continuous service as of April 1, 1991 shall on termination of employment be paid one-half of his/her unused sick credits at the employee's then current straight time rate of pay to a maximum of 60 days.

* 18:05 An employee who is absent from work as a result of **an** illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period (not including the pay period in which the illness or injury occurred) may apply to the Centre for payment equivalent to the lesser of:

- (a) the benefit he/she would receive from Workers' Compensation if his/her claim was approved, or
- (b) the benefit to which he/she would be entitled to under the short term sick portion of the disability income plan (HOODIP or equivalent plan).

Payment will be provided only if the employee provides evidence of disability satisfactory to the Centre and a written undertaking satisfactory to the Centre that any payments will be refunded to the Centre following final determination of the claim by the Workers' Compensation Board.

If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

ARTICLE 19 - EMPLOYEE BENEFITS

- * 19:01 The Employer will pay 100% of the billed premium for semi-private hospital plan for all employees covered by this Agreement.
- * 19:02 The Employer agrees to contribute on behalf of each eligible employee covered by the Collective Agreement one hundred percent (100%) of the billed premium under an Extended Health Care Plan (non-deductible) and includes a vision care rider providing \$100.00 coverage every twenty-four (24) months and a hearing aid rider to a maximum of \$500.00, subject to the terms and conditions of such plan and subject to the carrier's requirements as to the minimum enrolment. Generic drugs are to be substituted when available except when contraindicated by the physician.
- * 19:03 The Employer agrees to pay 100% of the billed premium of the Group Life Insurance Plan for all Full Time employees eligible under the Plan.

Such insurance coverage is to be equal to twice the annual salary of the employee.
- * 19:04 The Dental Care Plan (Mutual Life of Canada as Plan #1 based on 100% current O.D.A. rates) shall continue. The Employer agrees to pay 50% of the premium for such plan for each eligible employee and each eligible employee shall pay 50% of such premium.
- * 19:05 (a) Where an employee is absent on paid sick leave or where an employee is absent due to a compensable injury or disability, the Centre shall continue to pay its share of the premiums for coverage under the employee benefit plans in which the employee is

participating for the duration of the employee's absence, provided that the employee pays to the Centre the employee's share of the premium (where required under the Collective Agreement) prior to the due date of the premium. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

* (b) (i) Where an employee is absent on an unpaid leave of absence (other than as the result of a compensable injury or disability) the Centre will continue to pay its share of the premiums for coverage under the employee benefit plans in which the employee is participating for the first three (3) months of absence provided that the employee agrees to pay to the Centre the employee's share of the premium costs (where required under the Collective Agreement) prior to the due date of the premium. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

* (ii) Where an employee is absent on an unpaid leave of absence (other than as a result of a compensable injury or disability) in excess of three (3) continuous calendar months, the employee will become responsible for the full payment of the premiums to the employee benefit plans in which the employee is participating for the period of the absence which exceeds three (3) continuous calendar months. The employee may arrange with the Centre to continue benefit coverage under any or all of these plans by paying the total cost of the premium for each plan to the Centre prior to the date of which payment is due under each plan. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

* 19:06 The Employer shall arrange to implement a contributory pension plan during the term of this Agreement which shall be voluntary for all employees employed prior to the date of such implementation but shall be compulsory for employees hired on or after such date. The plan shall

be comparable to the Mutual Life Pension Plan filed with the Employer dated December, 1978. Employees will be eligible to enrol in the plan on the first of the month coincident with or next following the completion of one year of service with the Employer, and the attainment of age 21. If the employee does not enrol after the completion of the above eligibility requirements, he/she must enrol in the plan on the first of the month coincident with or next following the completion of two years of service with the Employer and the attainment of the age 25.

- * 19:07 The Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided that the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and the Employer shall provide to the Union full specifications of the benefits program contracted for and in effect for the employees covered herein.
- * 19:08 Amend all applicable benefit plans to cover dependants who are less than age 25 if in full-time attendance at post-secondary institutions or those unmarried dependants who are incapable of self-sustaining support because of a disability.

ARTICLE 20 - UNION BULLETIN BOARDS

- 20:01 The Employer shall provide bulletin board(s) which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/union membership.

ARTICLE 21 - JOB VACANCIES AND NEW JOBS

- 21:01 In the event that there is a vacancy within the bargaining unit or a new job within the bargaining unit, the Employer agrees that it will post a notice of such vacancy or new job for a period of five (5) calendar days. Employees shall have the right to bid during such period for the posting for the vacancy or new job. Such notices shall be posted on a notice board with copies of the job postings forwarded to the Union's office.

Such vacancies or new jobs shall be filled on the basis of seniority subject to the provisions of Article 9, and Full Time employees within the department shall be considered first, next considered will be all other Full Time employees, then Part Time employees within the department, and finally all other Part Time employees. This process will be reversed accordingly for Part Time jobs. The Employer will post the name of the successful applicant on a job posting as soon as practical.

ARTICLE 22 - MEDICAL EXAMINATIONS

- 22:01 (a) It is confirmed that the Employer has the right to require medical examinations of the employees from time to time whether or not such examinations are required by law. Employees will present themselves for such examinations upon reasonable notice. It is understood that such examinations will be performed by a Doctor selected and paid by the Employer.

The employee shall be entitled to receive a copy of any medical report provided to the Employer as a consequence of such examination.

(b) Medical Certificate

An employee who is required by the Employer to have a medical examination and/or produce a Doctor's certificate shall be reimbursed by the Employer for such expense upon producing a proper receipt.

Note: Not applicable to pre-hiring medical documentation.

ARTICLE 23 - RETIREMENT

- 23:01 The normal retirement age at Sunbeam Residential Development Centre is 65 years of age, which may be extended from year to year, at the Centre's reasonable discretion, provided the employee concerned is fit and able to perform the normal requirements of his/her job.

ARTICLE 24 - STRIKES AND LOCKOUTS

24:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in The Labour Relations Act, as amended.

ARTICLE 25 - UNIFORM ALLOWANCE

* 25:01 The Employer will pay an annual allowance for uniforms to all employees in the bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on duty and do so, in the amount of \$80.00 per year payable annually.

25:02 Upon termination of employment, for any reason, such an employee shall receive a pro-rata payment of uniform allowance based on the formula of

1 month equalling 1/12th of the full Uniform Allowance multiplied by the number of months worked.

It is also agreed that any day worked beyond the 15th day of any month shall constitute a full month for the purpose of computing the Uniform Allowance payable.

ARTICLE 26 - SHIFT PREMIUM

26:01 An employee will be paid a shift premium of \$.45 per hour for each hour worked when the majority of such hours falls within 1500 and 0800 hours, the following day.

ARTICLE 27 - JOB SECURITY

27:01 The Employer shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees, other than Part Time employees covered by Article F. ii) of this Appendix "A" follows. The contracting out to an Employer

who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

27:02 The Employer undertakes to notify the Union in advance so far as practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effects if any upon employees concerned. Employees with one or more years of continuous service who are subject to layoffs under conditions referred to above, shall be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 28 - RETROACTIVITY

28:01 The wage increase shall be effective as and from the date specifically listed in Schedule "A" on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Any employees who have since ceased to be employees shall have 60 days from the notice from the Employer to claim from the Centre any adjustment to their remuneration entitlement only. The retroactive payments shall be made by separate cheques to the employees so entitled within 60 days from date of ratification or receipt of the Award.



ARTICLE 29 - DURATION

- 29:01 This Agreement shall become effective on the 1st day of April, 1996 and shall continue in force until the 31st day of March, 1998, and thereafter from year to year unless amended.
- 29:02 Notice of desire to amend this Agreement shall be given by either party to the other in writing not more than 90 days prior to the expiry date and negotiations with respect thereto shall begin within fifteen days after filing notice of the aforesaid.
- 29:03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date this Agreement shall be automatically extended until consummation of a new Agreement or completion of the conciliation proceedings prescribed under the Labour Relations Act, R.S.O. 1980, of the Province of Ontario, as amended, whichever should occur first.

Signed at Kitchener, Ontario this 26th day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

J.P.
G. Duouch

J. Thomas Kerst
Eff. Homett
J. Schneider
D. Beech Kerst
Mrs. D. Lindsay (Union Rep)

Wages (Full Time & Part Time)

All wage classifications will be increased by \$0.15 per hour effective April 1, 1997.

The Employer will pay a lump sum retroactive payment in the amount of \$500.00 for each regularly scheduled full-time employee and \$250.00 for each part-time employee on the payroll, who has regularly worked between April 1, 1996 and November 30, 1996. These payment amounts will be pro-rated for each employee who has terminated employment, initiated employment, or been laid off and not recalled, during this time period. Each full month of employment will equal one-eighth entitlement of the payment amount. It is understood and agreed that this lump sum retroactive payment does not fall under the definition of pensionable earnings in the Collective Agreement.

The lump sum payment shall be paid out on or before Thursday, December 19, 1996.

SCHEDULE "A"

Effective January 1, 1995
(Pay Equity Adjustment)

Classification	Start	1 Year	2 Year	<u>3 Year</u>
Resident Care Aide I	14.91	15.00	15.09	15.20
Resident Care Aide II	14.91	15.00	15.09	15.20
Program Assistant	14.91	15.00	15.09	15.20
Resident Care Aide III	14.91	15.00	15.09	15.20
M.R.C. II	14.91	15.00	15.09	15.20
Programmer/Kinesiologist	14.91	15.00	15.09	15.20
Driver-Maintenance/Seating				
Maintenance	14.91	15.00	15.09	15.20
Maintenance Handyperson	14.91	15.00	15.09	15.20
Volunteer Co-ordinator	14.53	14.62	14.71	14.81
Toy Librarian	14.53	14.62	14.71	14.81
Laundry Receiver	14.53	14.62	14.71	14.81
Cook	14.39	14.48	14.57	14.67
Dietary Aide	14.29	14.38	14.47	14.57
Custodian	14.29	14.38	14.47	14.57
Housekeeping Aide/ Laundry Aide	14.05	14.13	14.22	14.32

* Group Home
20 cents per hour premium.

SCHEDULE "A"Effective April 1, 1997

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	15.06	15.15	15.24	15.35
Resident Care Aide II	15.06	15.15	15.24	15.35
Program Assistant	15.06	15.15	15.24	15.35
Resident Care Aide III	15.06	15.15	15.24	15.35
M.R.C. II	15.06	15.15	15.24	15.35
Programmer/Kinesiologist	15.06	15.15	15.24	15.35
Driver-Maintenance/Seating Maintenance	15.06	15.15	15.24	15.35
Maintenance Handyperson	15.06	15.15	15.24	15.35
Volunteer Co-ordinator	14.68	14.77	14.86	14.96
Toy Librarian	14.68	14.77	14.86	14.96
Laundry Receiver	14.68	14.77	14.86	14.96
Cook	14.54	14.63	14.72	14.82
Dietary Aide	14.44	14.53	14.62	14.72
Custodian	14.44	14.53	14.62	14.72
Housekeeping Aide/ Laundry Aide	14.20	14.28	14.37	14.47

Group Home

* 20 cents per hour premium.

Signed at Kitchener, Ontario this 26th day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

J. P.

Dromaskest

A. Gurosch

(Attorney)

J. Schneider

D. Beckekest

Maria D. Lindberg (Union Rep)

APPENDIX "A"**BETWEEN:****SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE**

(Hereinafter called the "Employer")

OF THE FIRST PART

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,**LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

(Hereinafter called the "Union")

OF THE SECOND PART**AND IN RELATION TO:****PART TIME BARGAINING UNIT EMPLOYEES**

- A. The Employer recognizes the Union as the exclusive bargaining agent for all its employees who are employed at Sunbeam Residential Development Centre at Kitchener, Ontario regularly employed for not more than 24 hours per week and students employed during the school vacation period, save and except foremen, supervisors, persons above the rank of supervisor, professional nursing staff and office staff.
- B. The provisions of the Full Time Bargaining Unit Employees Collective Agreement shall apply except for the following articles which **do** not apply to Part Time Bargaining Unit Employees:

2:02	13:09
9:10	13:10
11:03	14:01
11:04 (a)	14:03
11:07	16:01 - 16:05
12:01	17:01 - 17:07 (a-h)
13:01	18:01 - 18:05

13:06
13:07
13:08 (a)

19:01 - 19:08
25:01

C. SENIORITY

- i) Employees shall be probationary until they have been continuously employed by the Employer for a period of forty-five (45) days reporting in to work. If an employee is retained for the employee's aforementioned probationary period, his or her name shall be placed on a seniority list and his or her seniority shall be based on the date he or she was last hired by the Employer.
- ii) It is agreed that for the purpose of layoffs, job postings and scheduling, date of hire shall be used to determine seniority. All other matters governed by seniority, except layoff, job postings and scheduling shall be according to the number of hours worked.
- iii) Students who are hired to work primarily during breaks in the school year shall be placed on a separate seniority list for purposes of job postings and scheduling.

D. LEAVES OF ABSENCE

- i) Employee's accumulated seniority will be protected and reserved for return to work on Leaves of Absence referred to in Article 11:01 and 11:02 of the Full Time Bargaining Unit Employees Collective Agreement.
- ii) In the case of an employee qualifying for a paid leave of absence pursuant to Article 11:04 (a) and (b) of the Full Time Bargaining Unit Employees' Collective Agreement, such employee must have been previously scheduled to work. In the event the employee is not scheduled for three shifts during this leave, and they have complied with Article 11:04 (b) of the full time agreement, then the Employer will compensate the employee for up to three shifts for which they

were either scheduled or would have been called in within seven calendar days of the initiation of the leave. The hours paid are the hours that would have been worked. If within the 7 calendar days the employee is either scheduled for work or would have been called to a total of three shifts, then the compassionate leave ends and the employee is to return to work. In no event will the paid leave be granted in extent of the seven day period. Where the leave is for purposes of attending the funeral of a spouse's grandparent then the employee must have been previously scheduled to work.

iii) Union Leave of Absence

An employee who is elected or appointed to full time office in the Union, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to one (1) year. Said employee will be required to provide notice of at least one (1) month prior to the commencement of said leave of absence. The employee agrees to notify the Employer of the employee's intention to return to work at least one (1) month prior to the end of the period for which leave was granted.

During this leave of absence, the employee's benefits shall be maintained by the Centre. The Union agrees to reimburse the Centre monthly in the amount of the full cost of such benefits upon invoice by the Centre.

Employees on leave of absence under this Article shall continue to accrue seniority but not service for purposes of vacation entitlement, wages and benefits.

At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or be transferred to the employee's previous position if the substitution was a transfer.

E. COURT ATTENDANCE

An employee must be scheduled to work for Article 12:01 of the Full Time Bargaining Unit Employees Collective Agreement to apply.

F. HOURS OF WORK

- i) The regularly scheduled hours of work will not exceed twenty-four **(24)** hours per week, or when averaged out over the three **(3)** week schedule period, will not exceed seventy-two (72) hours.
- ii) Except for students hired for work during the school vacation period, employees shall be:
 - available for work two weekends out of three, if required
 - available for work between December 20th and January 5th, if required
 - available for work a minimum of three **(3)** shifts per calendar week (Monday - Sunday) if required
 - The employee will submit written notification of their availability for work on a Standard Form provided by the Employer two times in a calendar year, on dates to be specified by the Employer.
 - Employees may request to work full time hours during June, July and August, inclusive. In addition, no more than 2 weeks of vacation may be requested during the specified months.
 - Employees may also request to work full time hours between December 20th and January 5th.
 - The Employer may fill a temporary Full Time Bargaining Unit vacancy from among Part Time Bargaining Unit Employees providing Article 21 of the Full Time Bargaining Unit

Employees Collective Agreement is adhered to. The Part Time Employee may fill the temporary vacancy for a six month period which may be extended for up to an additional six months with the approval of the Employee filling the vacancy.

Vacancies which are the result of Maternity/Pregnancy and Parental Leaves of Absence, Education Leaves of Absence, and injuries compensated by Workers' Compensation are exempted from the foregoing time limits. These vacancies, and the postings flowing from them, may be posted and filled for the duration of the absence.

- iii) The Employer will continue to post a changeable schedule of work for employees as reasonable as possible, in accordance with F. Hours of Work ii) of this Appendix "A". Notification of schedule changes shall be the responsibility of the Employer when such changes are made during employees unscheduled hours of work.
- iv) Subject to the staffing requirements of the Employer and to the prior rights of the Full Time Bargaining Unit Employees, Part Time employees may commit to work the permanent 6-10 a.m. shift through the posting procedure in accordance with Article 21:01 of the Collective Agreement. Any change in shift hours will be subject to prior discussion with the Union.
- v) All part time employees are entitled to unpaid Vacation Leave/Not Available time on the same basis as members of the full time bargaining unit as provided in Article 17 of the Collective Agreement. As of June 30th of each year an employee who has completed:
 - more than 1 year and less than 7 years employment, 3 weeks leave;
 - more than 7 years but less than 15 years, 4 weeks leave;

- more than 15 years but less than 25 years, 5 weeks leave;
- more than 25 years service, 6 weeks leave.

The vacation scheduling provisions in Article 17:06 a) to h) will apply to the scheduling of the above leave.

- (vi) Vacations are to be taken for a period of not less than one (1) vacation week.

However, up to one (1) vacation week can be taken as individual days off where written request is provided to an employee's immediate Supervisor one week prior to the posting of a new schedule. A request for individual vacation days will be granted, provided it does not interfere with the efficient operation of the Centre and does not deny a request for a particular vacation time of one week or more by another employee, whether senior or junior to the employee.

For part-time employees, other than those working the permanent 6-10 shift, one (1) vacation week is defined as three (3) shifts for the purpose of taking individual days. In those weeks where an individual vacation day(s) is taken, the employee will remain committed to work two (2) shifts. Employees posted to the permanent 6-10 shift may take up to four (4) shifts for the purpose of taking individual vacation days. Part time employees may carry up to two (2) unscheduled vacation days beyond September 1st. Such days to be used prior to March 31st.

- (vii) Employees may request a specific dollar amount from their accumulated vacation pay to be received on the last pay prior to their scheduled vacation provided their request is submitted in writing to Payroll at least two (2) weeks prior to the date they want to receive the money.

G. PAID HOLIDAYS

- i) Every employee shall receive holiday pay for the 12 holidays set out in this Agreement in accordance with the provisions of the Employment Standards Act.

New Year's Day	Labour Day
Second Monday in February*	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday (1989)	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

*Unless another holiday proclaimed (Heritage Day) then to be date proclaimed.

- ii) If an employee is required to work on any of the aforementioned holidays, the employee will receive either (a) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; (b) pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay either thirty days before or thirty days following the holiday by mutual agreement between the Employer and the employee.

The choice between options (a) and (b) shall be that of the employee. It shall be the responsibility of the employee to notify his/her immediate Supervisor of the choice of option (a) or (b). Failing such notification by the employee, option (a) will be implemented.

- iii) Employees will be scheduled to work on Paid Holidays in order of seniority in accordance with availability of shifts and the employee's availability for shifts as per their vacation requests, the Standard Form described in Article F (ii), and leaves of absence.

H. **VACATION PAY**

Effective April 1, 1991, employees shall receive a vacation pay allowance in accordance with the following scale:

Start of employment	4% of earnings
More than 1 year of continuous service	6% of earnings
More than 7 years of continuous service	8% of earnings
More than 15 years of continuous service	10% of earnings
More than 25 years of continuous service	12% of earnings

I. **UNIFORM ALLOWANCE**

The Employer will pay an annual allowance for uniforms to all employees in the bargaining unit who are required to wear uniforms and those employees who have the option of wearing uniforms on duty and do so, in the amount of \$80.00 after sixty (60) shifts worked in a calendar year.

J. **BENEFITS ALLOWANCE**

In lieu of benefits (Article 18 and 19 of the Full Time Bargaining Unit Employees Collective Agreement), employees shall receive a benefit allowance of twelve percent (12%) added to the wage rates paid to employees in the Full Time Bargaining Unit.

The classifications and the rates of pay for each classification shall be those set out in the attached schedule hereto and marked as "B".

SCHEDULE "B"Effective January 1, 1995

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	16.70	16.80	16.90	17.02
Resident Care Aide II	16.70	16.80	16.90	17.02
Program Assistant	16.70	16.80	16.90	17.02
Resident Care Aide III	16.70	16.80	16.90	17.02
M.R.C. II	16.70	16.80	16.90	17.02
Programmer/Kinesiologist	16.70	16.80	16.90	17.02
Dryer-Maintenance/Seating Maintenance	16.70	16.80	16.90	17.02
Maintenance Handyperson	16.70	16.80	16.90	17.02
Volunteer Co-ordinator	16.27	16.37	16.48	16.59
Toy Librarian	6.27	16.37	16.48	16.59
Laundry Receiver	6.27	16.37	16.48	16.59
Cook	6.12	16.22	16.32	16.43
Dietary Aide	6.00	16.11	16.21	16.32
Custodian	6.00	16.11	16.21	16.32
Housekeeping Aide/ Laundry Aide	15.74	15.83	15.93	16.04

Group Home

* 20 cents per hour premium.

SCHEDULE "U"Effective April 1, 1997

<u>Classification</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Resident Care Aide I	16.85	16.95	17.05	17.17
Resident Care Aide II	16.85	16.95	17.05	17.17
Program Assistant	16.85	16.95	17.05	17.17
Resident Care Aide III	16.85	16.95	17.05	17.17
M.R.C. II	16.85	16.95	17.05	17.17
Programmer/Kinesiologist	16.85	16.95	17.05	17.17
Driver-Maintenance/Seating Maintenance	16.85	16.95	17.05	17.17
Maintenance Handyperson	16.85	16.95	17.05	17.17
Volunteer Co-ordinator	16.42	16.52	16.63	16.74
Toy Librarian	16.42	16.52	16.63	16.74
Laundry Receiver	16.42	16.52	16.63	16.74
Cook	16.27	16.37	16.47	16.58
Dietary Aide	16.15	16.26	16.36	16.47
Custodian	16.15	16.26	16.36	16.47
Housekeeping Aide/ Laundry Aide	15.89	15.98	16.08	16.19

Group Home

20 cents per hour premium.

Signed at Kitchener, Ontario this 26th day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

J. P.

G. Butch

Francis Kerst

(Attorney)

J. Schmieder

D. Beech Kerst

Baris Sunday (Union Rep)

APPENDIX "B"

WITHOUT PRECEDENCE

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

LETTER OF UNDERSTANDING

Appended to and forming a part of the Collective Agreement

Between

SUNBEAM CENTRE

and

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

It is agreed between the parties that the following process will be enacted to permit the use of Sunbeam Centre Staff for the Purpose of St. Jacobs Group Home Relief.

1. The Residential Life Director and St. Jacobs Group Home Supervisor will prepare a list of qualified Part Time Sunbeam staff, in order of seniority, to **be** used to cover relief shifts at the Group Home.
2. When staff need arises, the Group Home Supervisor will first attempt to meet that need from within the Group Home staff complement.

3. When the need cannot be met in this way, the Group Home Supervisor will move to the Sunbeam staff list, and in order of seniority, attempt to secure the relief staffing. The employee will be thus consulted on available relief hours.
4. The employee approached has the exclusive right to accept or refuse relief hours.
5. The employee approached will not have previously scheduled hours taken away from his/her department to accommodate the Group Home hours, unless that employee agrees.
6. Any hours worked by the employee would be credited for seniority purposes to the Resident Care department and not the Group Home.
7. Employees on the Group Home Relief List will receive orientation and ongoing updates re: the functions of the Group Home, as determined by the Group Home Supervisor.

Signed at Kitchener, Ontario this 26th day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

[Signature]
[Signature]

[Signature]
[Signature]

[Signature]

[Signature]

[Signature]
Union Rep

LETTER OF UNDERSTANDING

BETWEEN

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

COVERING THE:

**FULL TIME BARGAINING UNIT WORKERS
and
PART TIME BARGAINING UNIT WORKERS**

RE: VIOLENCE IN THE WORKPLACE

The Union and Employer support the right of individuals to **an** environment free from violence. **As** such, measures and procedures shall be established to reduce the likelihood of such incidents in the workplace.

It is important to recognize that violence is a serious violation of one's **human** rights and, depending on the nature of the violent action, may result in criminal charges and/or other repercussions with respect to the rights and relationships with the Centre. Consequently it is important the rights of all parties to the situation are protected and the matter is fully investigated.

If you believe you have been or are the target of violent action then you are to immediately contact the acting supervisor/manager in the area and inform them very clearly of all that took place. This person **will** then take immediate measures to address the situation. It is expected that any and all witnesses to the incident will cooperate fully in any investigation, to include the provision of signed statements if requested.

Definition of Violence

Violence shall be defined as any incident in which an individual is abused, threatened, assaulted, or exposed to violence due to their relationship with the Centre. This includes the application of physical force, threats with or without weapons, and severe verbal abuse.

SIGNED at ~~Kitchener~~, Ontario this ~~26~~ day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

J. P.
H. Sulich

Francis Keist
Attorney
J. Schneider
D. Keist Keist
Francis Keist (Union Rep)

LETTER OF UNDERSTANDING

BETWEEN

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

COVERING THE:

FULL TIME BARGAINING UNIT WORKERS

and

PART TIME BARGAINING UNIT WORKERS

RE: WORKPLACE AND SEXUAL HARASSMENT

The Union and Employer support the right of individuals to a work environment free from harassment on the grounds of sex, ethnic origin, colour, religion, position, marital or **family** status, age, or disability. As such, conduct which can be construed as workplace and/or sexual harassment will not be condoned and may result in loss of employment.

It is important to recognize that harassment is a serious violation of one's human rights and, where harassment is found to have occurred, may have a major impact on the life and career of both the victim and the violator. Consequently it is important that the rights of all parties to the situation are protected and that the matter is investigated in a confidential manner.

Harassment is considered to have occurred if a person ought to have known the behaviour was unwelcome and offensive.

If you believe, or are concerned, that you are the target of workplace or sexual harassment you are to tell the harasser very clearly what specific behaviour you do not welcome. This will allow the alleged harasser an opportunity to respond to your concerns and to understand your concerns. This will also allow an opportunity to clarify whether there are any misconceptions about the unwelcome behaviour. Should you be uncomfortable with this first step, or the unwelcome behaviour continues, then you are to consult the Centre's Harassment Policy contained in the "Administrative" manual.

Definition - Sexual Harassment

Sexual Harassment is:

Any conduct, comment, or gesture or physical contact of a sexual nature that is unwelcome and might reasonably be perceived as placing a condition on employment.

Any persistent conduct, comment, gesture or physical contact of a sexual nature that is likely to cause another individual offense, embarrassment or humiliation.

Sexual harassment may include, but is not necessarily limited to:

1. Any physical or verbal abuse including derogatory remark, innuendos or taunts aimed at your sex.

- 2. Sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature, when this conduct either places an explicit or implicit condition on placement/employment decisions or unreasonably interferes with or creates an offensive work environment.

SIGNED at Kitchener, Ontario this 26th day of February, 1997.

SUNBEAM RESIDENTIAL
DEVELOPMENT CENTRE

LONDON AND DISTRICT SERVICE
WORKERS' UNION, LOCAL 220

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

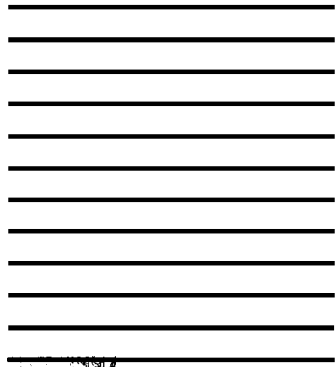
[Signature]

Sunbeam Residential
Development Centre

(Hourly Employees)

Group Policy No. 29274-1

GROUP BENEFITS



Your Group Insurance Booklet

Agent of Record

Steve Kidd
Employee Benefits Consulting
Box 250, 305 King St. W.
Suite 702
Kitchener, Ontario
N2G 3X9

Bus: 519-744-7325
Fax: 519-744-1382

Important To You

The information in this booklet is important to you and your family and should be kept in a safe place. We suggest that you familiarize yourself with the contents of the booklet and refer to it whenever you make a claim for group benefits.

Your Plan Administrator

Your plan administrator can

- help you to enrol in the plan,
- provide you with the forms you need to claim group benefits, and
- answer any questions you may have about your group benefits.

Personal Information

Mutual has established a confidential, group insurance file which contains personal information on your plan membership and claims. Only Mutual employees who are responsible for underwriting, administration and investigations, or any other person whom you have authorized, will have access to your file. All files are kept in Mutual's offices.

If you wish to have access to the personal information in your file, or to have it corrected, please send a written request to:

QUEBEC

Group Plan Administration
Mutual Life of Canada
1555 Peel Street, Suite 1000
Montréal, QC H3A 3L8

OTHER PROVINCES AND TERRITORIES

Group Plan Administration
Mutual Life of Canada
227 King Street South
Waterloo, ON N2J 4C5

It is your responsibility to ensure any information held on your behalf is accurate and up-to-date. Whenever your personal information changes, please notify your plan administrator as soon as possible.

The statements in this booklet are only a summary of some of the provisions in the master policy. If you need further details on the provisions which apply to your group benefits, you must refer to the master policy (available from your plan administrator).

Summary of Insurance

Policy Number 29274-1

Extended Health Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	Drug: Pay Direct	\$2.00 per prescription	100%
B	Vision: \$100*	none	100%
C	Hospital: ward to semi-private	none	100%
D	Supp. Health Care	none	100%
E	Out-of-Province Emergency and Travel Assistance	none	100%

*Maximum eligible expenses for eyeglasses/contact lenses every 24 month period. Deductible and reimbursement levels are applied to the maximum eligible expense which may reduce the amount paid to you.

Other maximums are listed under the appropriate Provision page.

Termination of Insurance: member's 70th birthday or retirement if earlier

Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement	Maximum
A	Preventive	none	100%	\$1,500*

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

Late Entrant Maximum: If you or your eligible dependant becomes insured more than 31 days after the date you became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first 12 months of insurance will be limited to \$250 for you and for each insured dependant.

Termination of Insurance: member's 70th birthday or retirement if earlier

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

General Information

Eligibility

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

1. You are actively working for Sunbeam Residential Development Centre.
2. You regularly work for Sunbeam Residential Development Centre at least 25 hours each week.
3. You have been continuously employed by Sunbeam Residential Development Centre at least as long as the waiting period.
4. You are a resident of Canada.

If you are classified as a contract employee, owner-operator, consultant, independent or if you are self-employed, you are not eligible to join the plan.

Waiting Period - 3 months

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

1. You are a member.
2. You have at least one dependant.
3. Your dependants are residents of Canada.

Definitions

Dependant

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

Dependent child

means an unmarried natural, adopted, or step child who is entirely dependent on you for maintenance and support and who is

1. under 21 years of age,
2. under 25 years of age and attending a college or university full-time, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on you for maintenance and support and while eligible under 1) or 2) above.

Spouse

means the person who is married to you, except that a person of the opposite sex who is living with you and is publicly represented as your wife or husband will be considered to be your spouse.

Enrolment

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

If there are fewer than 10 members when you enrol, you must submit evidence of insurability to Mutual.

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

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

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

Evidence of insurability submitted to Mutual is at your expense.

Effective Date

Your insurance is effective on the latest of

- the date that you become eligible,
- the date that you enrol for insurance, or
- the date that Mutual approves your evidence of insurability.

Your dependant insurance is effective on the latest of

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

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

Subrogation

Subrogation is a legal practice giving Mutual the right to be reimbursed for benefits paid to you if you have been compensated by another person who is responsible for your **loss**. The intent of subrogation is to limit your benefit payments to the amount you actually lost.

Let's assume a person is responsible for your disability, and is required to compensate you for any of the loss that results from your disability. If Mutual is paying or has paid your loss of income benefits, you may be receiving more income than you earned before you became disabled. In that case, you would reimburse Mutual for the **loss** of income benefits Mutual has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Mutual.

Subrogation also applies to any medical and/or dental expenses you have been paid as a result of an injury caused by another person. Once you are compensated by the person who is responsible for your **loss**, you must reimburse Mutual.

If subrogation applies to your claim, Mutual will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Mutual for any amount recovered which exceeds 1% of income or expenses. Before agreeing to a settlement of your claim, Mutual's approval must be obtained.

Comparable Coverage

If you are insured for comparable coverage under your spouse's plan, you may decline the Extended Health/Dental coverage offered under this plan. If this comparable coverage stops you may request the similar coverage offered under this plan.

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

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

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

Termination of Insurance

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

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

Your wallet certificate must be returned to your plan administrator.

Extended Health Insurance Provision

Benefit

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

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

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

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

Member

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

Spouse

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

Dependent Child

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

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

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

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

Claims

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

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

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

At Termination

if, on the date of termination of your insurance,

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

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

If you die, your insured dependant's Extended Health Insurance Benefits will be continued for 24 months without payment of premiums as long as the Extended Health Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act or a similar statute,
- expenses incurred due to intentionally self-inflicted injuries,
- expenses incurred due to civil disorder or war, whether or not war was declared,
- expenses for services and products, rendered or prescribed by a person who is ordinarily a resident in the patient's home or who is related to the patient by blood or marriage,
- expenses for which benefits are payable under a government plan,

- expenses for benefits which are legally prohibited by the government from coverage,
- out-of-province expenses for elective (non-emergency) medical treatment or surgery.

Extended Health - Pay Direct Drug Benefit

Eligible Expenses

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

1. drugs which legally require a prescription and are identified in the Monographs section of the current Compendium of Pharmaceuticals and Specialties as a narcotic, controlled drug, or requiring a prescription.
2. life-sustaining drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the following headings:
 - anti-anginal agents
 - antiparkinsonism agents
 - bronchodilators
 - antihyperlipidemic agents
 - hyperthyroidism therapy
 - parasympathomimetic agents
 - tuberculosis therapy
 - anticholinergic preparations
 - anti-arrhythmic agents
 - glaucoma therapy
 - insulin preparations
 - oral fibrinolytic agents
 - potassium replacement therapy
 - topical enzymatic debriding agents
3. injectible drugs.
4. compounded prescriptions, regardless of their active ingredients.
5. needles, syringes, and chemical diagnostic aids for the treatment of diabetes.
6. drugs which may not legally require a prescription and are identified in the Therapeutic Guide section of the current Compendium of Pharmaceuticals and Specialties under the heading muscle relaxants.

Limitations and Exclusions

No benefit is payable for

1. the portion of expenses for which reimbursement is provided by a government plan,
2. expenses for drugs which, in Mutual's opinion, are experimental,
3. expenses for dietary supplements, vitamins and infant foods,
4. expenses for contraceptives (other than oral),
5. expenses for Hepatitis 'B' vaccines,

To claim for expenses for vaccines and preventive inoculations the member must submit the receipts directly to us.

Extended Health - Vision Benefit

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense:

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

Exclusions

No benefit is payable for

1. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Preferred Vision Services (PVS)

The Preferred Vision Services (PVS) vision care program enables you to purchase eyewear at savings of up to 20%. These savings are available on all frames, prescription lenses and lens add-ons at registered PVS locations. Most locations will also apply the discount to non-prescription eyewear and accessory items. This provision applies if your plan has extended health coverage. You do not have to be insured for Vision Care benefits to receive the discount.

PVS locations can be identified by calling the PVS information centre toll-free number **1-800-668-6444**. You will need to show your PVS identification card or your Mutual group benefits identification certificate when you visit the practitioner. If you have vision care coverage, submit your claim to Mutual.

Extended Health - Hospital Benefit

Eligible Expenses

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

Exclusions

No benefit is payable for

1. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health - Supplementary Health Care Benefit

Eligible Expenses

To be eligible, the expenses must be medically necessary for the treatment of disease or bodily injury and prescribed by a physician.

Eligible expenses are the reasonable and customary charges for the items of expense listed below.

1. the services of a registered nurse (R.N.), registered nursing assistant (R.N.A.), certified nursing assistant (C.N.A.) or licensed practical nurse (L.P.N.) when provided in the patient's home, limited to \$25,000 in a calendar year. To qualify as an eligible expense, the patient's treatment must require the level of expertise of an R.N., R.N.A., C.N.A., or L.P.N..
2. the services of the following practitioners, limited to \$30 per visit to a calendar year maximum of \$500 for each practitioner.
 - a. a physiotherapist,
 - b. a registered massage therapist,
 - c. a speech language pathologist,
 - d. a psychologist,
 - e. a chiropractor*, including one x-ray examination per calendar year,
 - f. an osteopath*, including one x-ray examination per calendar year,
 - g. a naturopath*, and
 - h. a podiatrist or chiropodist*, including one x-ray examination per calendar year.

* physician's prescription not required.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses will not be paid until your expenses exceed the maximums under your provincial plan.

3. the services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 12 months of the accident but excluding services required in conjunction with such fracture or injury due to a condition that existed before the accident. A physician's prescription is not required.
4. licensed ground ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation.
5. emergency air ambulance service to the nearest hospital equipped to provide the required treatment when the physical condition of the patient prevents the use of another means of transportation, and, if the patient requires the services of a registered nurse during the flight, the services and return air fare for a registered nurse.
6. orthopaedic shoes, orthopaedic modifications to shoes, and orthotics, when they are required for the correction of deformity of the bones and muscles and provided they are not solely for athletic use, limited to \$150 in a calendar year.
7. hearing aids and repairs to them, excluding batteries, limited to \$500 for eligible expenses incurred during a 5 year period.

8. trusses and crutches.
9. plaster of paris or fibreglass casts.
10. braces, provided they are not solely for athletic use.
11. artificial limbs or other prosthetic appliances.
12. oxygen.
13. diagnostic laboratory and x-ray examinations.
14. blood glucose monitors for insulin dependent diabetics, limited to \$150 for eligible expenses incurred during a 5 year period.
15. rental, or purchase at our option, of durable equipment which is required for temporary therapeutic use in the patient's home and is approved by us. Eligible durable equipment includes, but is not limited to, items such as:
 - a. wheel chairs,
 - b. wheel chair repairs, limited to a lifetime maximum of \$250,
 - c. walkers,
 - d. hospital beds,
 - e. traction kits.
16. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
 - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, \$75 a day for 60 days in a calendar year.
 - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

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

Exclusions

No benefit is payable for

1. expenses for the services of a homemaker,
2. expenses for items purchased solely for athletic use,
3. dental expenses, except those specifically provided under Eligible Expenses for treatment of accidental injuries to natural teeth,
4. utilization fees which are imposed by the provincial health care plan for the user of a service,
5. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

Extended Health - Out-of-Province Emergency and Travel Assistance Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services and travel assistance benefits are eligible if

1. they are incurred as a result of emergency treatment of a disease or injury which occurs outside your home province,
2. they are medically necessary, and
3. they are incurred due to an emergency which occurs during the first 60 days of travelling on vacation or business outside your home province. Your 60 days of coverage starts on the day you or your insured dependant departs from your home province.

Definitions

Emergency

means a sudden, unexpected occurrence (disease or injury) that requires immediate medical attention. This includes treatment (non-elective) for immediate relief of severe pain, suffering or disease which cannot be delayed until you or your insured dependant returns to your province of residence.

Family member

means you or your insured dependant.

Relative

means your spouse, parent, child, brother or sister.

Eligible Expenses for Hospital/Medical Services

Eligible expenses mean reasonable and customary charges for the following items of expense, less the amount payable by a government plan:

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

The maximum lifetime amount payable for the above Eligible Expenses is \$1,000,000 for you and for each insured dependant.

Expenses that are included as Eligible Expenses under Drug, Vision, Hospital or Supplementary Health Care benefits are also eligible while you or your insured dependant is travelling outside Canada. These expenses are subject to the deductibles and reimbursement percentages listed under the appropriate benefit in the Summary of Insurance.

Eligible Expenses for Travel Assistance Benefits

Eligible expenses mean reasonable and customary charges for the following items of expense:

1. family assistance benefits, which include reimbursement for the cost of:
 - a. return transportation for insured dependent children who are under the age of 16, or who are handicapped, if they are left unattended because you or your spouse is hospitalized outside your province of residence. We will arrange the transportation of the dependent child to your home, and if necessary, an escort will be provided to accompany him. The maximum payable for the return transportation is a one-way economy fare for each dependent child.
 - b. return transportation for family members, if the hospitalization of a family member prevents them from returning home on the originally scheduled, pre-paid transportation, and consequently requires them to purchase new return tickets. The extra cost of each return fare is payable to a maximum of a one-way economy fare, less any amount reimbursed for the unused, return tickets.
 - c. visit of one relative, if a family member is hospitalized for more than 7 days while travelling without a relative. This includes meals and accommodation up to a maximum of \$150 per day, and round-trip economy transportation, for one relative. These expenses are also covered when it is necessary for a relative to identify a deceased family member before the release of his body.
 - d. meals and accommodation up to a maximum of \$150 per day per family, if a trip is extended because a family member is hospitalized.

The combined maximum amount payable for the above family assistance benefits is \$5,000 for one travel emergency.

2. return of a deceased family member. The necessary authorizations will be obtained and arrangements made for the return of the deceased to his province of residence. The maximum amount payable for the preparation and return of the deceased is \$5,000. Preparation of the deceased includes expenses for cremation at the place of death. Return of the deceased **includes** a basic shipping container, but **excludes** expenses for burial, such as burial caskets and urns.
3. return of a vehicle. If a family member is unable to operate a vehicle (owned or rented) because he is being returned to Canada for medical treatment, we will reimburse the cost of returning this vehicle to his province of residence, or the nearest appropriate rental agency. This benefit is also payable in the event of a family member's death. The maximum amount payable for returning the vehicle is \$1,000.



Travel Assistance Services

Out-of-Province and around-the-world services are provided through World Access Canada Inc., a company specializing in emergency medical assistance for travellers. By calling the 24 hour helpline, World Access will be able to provide you and your insured dependants with the following emergency assistance services during the first 60 days of travel:

1. physician and hospital referrals,
2. on-going monitoring of medical treatment if a family member is hospitalized,
3. coordination of transportation arrangements via ground or air ambulance if it is medically necessary to return a family member to Canada or transfer him to another hospital that is equipped to provide the required treatment,
4. payment assistance for hospital/medical expenses,
5. legal referrals,
6. a telephone interpretation service,
7. a message service for you, your family, friends and business associates.

Emergency Payment Assistance

Eligible Hospital/Medical Expenses OVER \$200:

To ensure payment of these expenses,

1. Call the **24** hour helpline immediately. If you are physically unable to call the helpline yourself, then have a family member, travelling companion or medical personnel call for you. Simply showing your Mutual travel assistance card to a doctor, nurse or hospital personnel will NOT ensure payment of these expenses.
2. World Access will verify your extended health coverage and provincial health care coverage so payments can be arranged on behalf of you or your insured dependant.
3. You will be required to sign an authorization form allowing World Access to recover any amounts payable by the provincial health care plan.
4. For expenses that require a percentage paid by you, or that are not covered under this plan or the provincial health care plan, you must reimburse us for the excess amount of the payment.
5. If you receive any subsequent bills for these expenses, please forward them to World Access and they will coordinate payments with the provincial health care plan and Mutual.
6. If you do not call the 24 hour helpline, or if a payment has not been arranged, follow the steps below even though the expense is over \$200.

Eligible Hospital/Medical Expenses UNDER \$200:

1. Pay for the expense as soon as it is incurred.
2. Submit your claim to the provincial health care plan for consideration.
3. Submit any unpaid amounts of your claim to Mutual.

24 Hour Helpline

If emergency assistance is needed, a **24** hour helpline is available. Bilingual coordinators at World Access can access a worldwide network of professionals who offer help with medical, legal, and other travel-related emergencies.

The **24** hour helpline can assist you and your insured dependant if you have lost your passport or visa, if you need to find a local legal advisor, or if you require telephone interpretation services. You can also call the helpline and leave important messages for family, friends or business associates; likewise, they can call the helpline and leave messages for you while you travel. World Access will hold such messages for **15** days.

When calling the **24** hour helpline, please be ready to state your Policy No., Certificate No., ID No., and Provincial Medical Insurance Plan/Health Card Number located on your Mutual travel assistance card.

- **CANADA AND USA:** Call toll free, **1-800-268-7955**.
- **ALL OTHER COUNTRIES:** Call collect, **519-742-2605**.
- **FAX:** **519-742-8553**.

Exclusions and Limitations

No benefit is payable for

1. expenses incurred by you or your insured dependant due to an emergency which occurs more than **60** days after departure from your province of residence,
2. expenses for the regular treatment of an injury or disease which existed before your departure or your insured dependant's departure from your province of residence,
3. expenses incurred on a non-emergency or referral basis,
4. expenses incurred under any of the conditions listed as an Exclusion in the Extended Health Insurance Provision.

If you are covered as a retired employee, you and your insured dependants must return to your province of residence for at least **30** consecutive days before becoming eligible for another **60** days of coverage.

Due to conditions such as war, political unrest, epidemics, and geographic inaccessibility, emergency assistance services may not be available in certain countries. For more information on travelling conditions and the availability of World Access' services in a particular country, please call the appropriate **24** hour helpline.

Neither we nor World Access is responsible for the availability, quality or results of the medical treatment received by you or your insured dependant, or for the failure to obtain medical treatment.

Dental Insurance Provision

Benef.

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

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

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

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

Member

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

Spouse

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

Dependent Child

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

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

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

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

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

Claims

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

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

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

Exclusions and Limitations

No benefit is payable for

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

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

At Termination

If you die, your insured dependant's Dental Insurance Benefits will be continued for 24 months without payment of premiums as long as the Dental Insurance provision remains in force. Your dependants must contact your Plan Administrator to arrange the extension of coverage.

Dental Insurance Provision - Preventive Services

Eligible Expenses

Eligible expenses mean reasonable and customary charges for the following items of expense -

- a. examination and diagnosis:
 - oral examination (once every 3 years),
 - recall oral examination (once every 6 months),
 - special oral examination,
 - treatment planning,
 - consultation,
 - house call, institutional call and office visit
- b. tests and laboratory examinations:
 - microbiologic culture,
 - caries susceptibility tests,
 - biopsy of oral tissue,
 - cytologic smear from oral cavity,
 - pulp vitality tests,
- c. radiographs:
 - periapical (one complete series every 3 years),
 - periapical, one to ten films,
 - occlusal,
 - bitewing (once every 6 months),
 - extra oral,
 - sialography,
 - radiopaque dyes to demonstrate lesions,
 - temporomandibular joint,
 - panoramic (once every 3 years),
 - cephalometric film,
 - interpretation of radiographs received from another source,
 - tomography,
 - hand and wrist (as diagnostic aid for dental treatment)
- d. preventive services:
 - dental prophylaxis (once every 6 months),
 - preventive recall packages (once every 6 months)
 - topical application of fluoride
 - oral hygiene instruction (once every 6 months)
 - caries control,
 - interproximal discing of teeth,
 - recontouring to teeth for functional reasons
 - occlusal equilibration (8 units of time every 12 months)
- e. plastic fillings:
 - amalgam,
 - retentive pins,

- acrylic or composite resin,
 - stainless steel crowns
- f. surgical services:
- uncomplicated removals,
 - surgical removals
- g. anaesthesia
- h. in office laboratory procedures

BENEFITS

■ Working on the future you want...Today!

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE

Group Registered Retirement Savings Plan
For All Employees
Plan Reference Id GA 2325-1-RRSP
Effective January ■ 1997

 The Mutual Group

1537

Table of Contents

INTRODUCTION.....	3
CONTACT INFORMATION.....	3
JOINING THE PLAN.....	4
CONTRIBUTIONS.....	4
INVESTMENTS.....	6
BENEFITS ON TERMINATION OF EMPLOYMENT.....	7
CASH (OR TRANSFER) WHILE EMPLOYED.....	7
BENEFITS ON RETIREMENT.....	8
BENEFITS ON DEATH.....	10
GENERAL INFORMATION.....	11
COMMONLY ASKED QUESTIONS.....	14

INTRODUCTION

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE has established a Group Registered Retirement Savings Plan (RRSP) with Mutual Life of Canada, lead company of The Mutual Group. SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE is providing this RRSP to help you save for a comfortable retirement. Your spouse can also benefit from the plan. By joining the plan and contributing regularly, you will have an active role in planning for your and your spouse's retirement. The plan is designed to provide attractive investment options, tax sheltering of assets and investment earnings until retirement.

In addition to the features of this plan, amounts contributed towards your retirement income are subject to federal laws. This booklet will explain the common guidelines that apply to amounts deposited into a registered retirement savings plan and describe the basic benefits that are payable to you.

The Mutual Group is a leader in the Canadian financial services industry with total assets in excess of \$30 billion. Within the Group Division of Mutual Life of Canada, we have consistently attracted new clients, and more importantly, held on to our existing business relationships. In fact, one in nine working Canadians is covered through a group insurance or retirement savings plan with Mutual and we have over 10,000 group clients.

Mutual earns consistently high ratings from Standard & Poor's, A. M. Best and Moody's, three leading internationally recognized credit rating firms. We're respected for our superior capitalization (our capital is double government regulatory requirements), prudent management of investments, claims paying ability, and Mutual's strong market position in Canada.

The assets of this plan are not considered part of the assets/liabilities of SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE.

CONTACT INFORMATION

For assistance or additional information please contact:

Steve Kidd
The Mutual Group
Box 250 305 King St W
Kitchener ON N2G 3X9
(519) 744-7325

JOINING THE PLAN

You can join the plan immediately.

To join the plan, complete an "Enrolment Form - Group RSP"

If you choose to contribute on behalf of your spouse, your spouse must also complete an enrolment form.

Mutual can begin accepting contributions when we receive the completed form.

CONTRIBUTIONS

Your Contributions

You can contribute any amount to the plan within the limits described under 'Maximum Contributions to the Plan'.

You can make contributions by payroll deduction or by lump sum payments. The lump sum payments can be made payable to SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE or to Mutual. SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE will remit all contributions to Mutual.

Spousal Contributions

Within the maximum limits described below, you may choose to contribute on behalf of your spouse.

Note: The Income Tax Act allows you to contribute on behalf of your spouse. Spouse may include either a legally married or common-law spouse as defined under the Income Tax Act.

Any contributions you make on behalf of your spouse belong to your spouse. You may not withdraw them. Spousal contributions are deductible from your taxable income. If your spouse withdraws an amount, any contribution that was made by you in that year and the two preceding years, up to the amount withdrawn, must be included in your taxable income. The balance, if any, is taxable to your spouse.

Maximum Contributions to the Plan

Contributions made by or for you into this plan or any other registered plan may not exceed the overall tax assisted retirement savings maximum allowed under the Income Tax Act. In general, this amount will be a maximum of 18% of your employment income for the previous year but is subject to maximum dollar limits.

If you do not contribute the maximum allowable amount in a given year, you will "carry forward" the unused amount. This means that you can increase your allowable contribution for the next year or future years. You can also carry forward the deduction to a future year when your taxable income may be higher.

Overcontributions

It is your responsibility to ensure you do not make contributions in excess of the maximum amounts.

If you do overcontribute after 1995, a penalty tax of 1% per month is payable on any amount in excess of your maximum 'RRSP contribution room' for the year, plus \$2000. If you have a non-deductible overcontribution on February 26, 1995, you are subject to different rules.

If you have overcontributed unintentionally, it is wise to remove the overcontribution from the plan. Failure to remove overcontributions will result in you paying tax on those amounts when paid out as a benefit, without having received a deduction for them when contributed ... in effect, double taxation. Contact SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE for the appropriate method of retrieving the overcontribution. Contributions that exceed your RRSP contribution room are not tax deductible in the year in which they are made.

INVESTMENTS

XYZ _____ FUND	(XYZ = Fund Manager Name)
----------------	---------------------------

The total amount allocated to each fund should be expressed on your enrolment form(s) in percentages totalling 100%.

BENEFITS ON TERMINATION OF EMPLOYMENT

If you terminate employment with SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE, you'll be asked to decide what should be done with your funds. All of the funds in the plan belong to you. The following is a summary of your options:

Transfer

You may transfer the value of your RRSP to the Mutual AssetBuilder RSP, another registered retirement savings plan, registered retirement income fund (RRIF) or registered pension plan (RPP). Direct transfers allow the funds to continue to be tax sheltered.

Cash Payment

You may withdraw all or part of the value of your RRSP as a cash amount. Tax will be withheld before the amount is paid to you.

Note: Locked-in funds cannot be taken in cash. Also, the transfer options listed above do not apply to locked-in funds. If you have locked-in funds in this plan, see Commonly Asked Questions at the end of this booklet.

CASH (OR TRANSFER) WHILE EMPLOYED

You may withdraw a portion of your funds at any time, provided the funds are not subject to locking-in restrictions. The amount withdrawn may be taken in cash or transferred to another registered plan.

There will be no charge for the first cash withdrawal or transfer. Subsequent withdrawals, either cash or transfer, cost \$25.00. This fee will be deducted from the amount withdrawn. The amount withdrawn may be subject to a market value adjustment.

BENEFITS ON RETIREMENT

Timing Of Retirement income

You may start your retirement income at any time prior to the end of the calendar year in which you reach age 69. The options available at retirement are as follows:

Annuity Income Option

An annuity is a contract to receive a series of payments that you buy with all or part of the funds under the plan. Monthly payments are the most common, and have been used in the following descriptions. However, payments may be made quarterly, semi-annually or annually.

a) Life Annuity

A life annuity is an equal amount paid to you monthly, for your entire lifetime. You may choose to add a guarantee of a minimum number of payments.

If you die before receiving the guaranteed minimum number of payments, the value of the remaining guaranteed payments will be paid in a lump sum to your beneficiary. If your spouse is the beneficiary, he or she may elect to continue receiving the annuity payments for the balance of the guaranteed period.

b) Joint and Survivor Life Annuity

A joint and survivor life annuity is an equal amount paid to you monthly, for your and your spouse's entire lifetime. There are a number of choices you can make to add a guarantee of the minimum number of payments. You may have all or a portion of the income continue if one of you dies.

c) Term Certain Annuity to Age 90

A term certain annuity is an equal amount paid to you monthly, for a fixed period equal to the number of years remaining before you (or your spouse, if younger) reach age 90. If you die before the end of the fixed period, the balance of the payments will be paid in a lump sum to your beneficiary. If your spouse is the beneficiary, he or she may elect to continue receiving the payments for the balance of the guaranteed period.

Note: You may not use locked-in funds to purchase this type of annuity.

Transfer Option

You may choose to transfer the value of your funds to the Mutual AssetBuilder RSP, another RRSP, RRIF or RPP. Direct transfers allow the funds to continue to be tax sheltered.

Registered Retirement Income Fund (RRIF) Option

You may choose to purchase a registered retirement income fund with the value of your funds from Mutual or another financial carrier. A RRIF will offer you a series of payments for a specified period of time, subject to legislated minimum amounts. You're able to adjust how much income you receive, how often you receive it and how it's invested. Cash withdrawals are permitted.

If you die before your RRIF has been exhausted and your spouse is your beneficiary, he or she may continue to receive the payments from your RRIF, receive the remaining value of your RRIF in a lump sum, or transfer the remaining value to his or her own RRIF or RRSP.

If your spouse is not your beneficiary, the remaining value of your RRIF is paid in cash and treated as taxable income to your estate.

Note: Locked-in funds may not be transferred to a RRIF.

Cash Payment

You may withdraw all or part of the value of your RRSP as a cash amount. Tax will be withheld before the amount is paid to you.

Note: Locked-in funds are not available in cash

BENEFITS ON DEATH

If you die prior to receiving an income from this plan, Mutual will pay death benefits to your designated beneficiary. There are various options available to your beneficiary. Upon request, more information will be provided.

WHO IS YOUR BENEFICIARY?

You may name a beneficiary to receive any death benefit payable from the plan. Your beneficiary may be changed at any time, subject to any legal restrictions. If you do not name a beneficiary, any death benefit would be payable to your estate.

Ensure your beneficiary is aware of this plan and knows where your estate related documents are kept.

Note: Locked-in funds may require that your spouse be your beneficiary for all or part of these funds.

DEATH BENEFIT OPTIONS

Transfer

If the death benefit is payable to your spouse, your spouse may choose to transfer the death benefit to another registered pension plan, registered retirement savings plan or registered retirement income fund. Direct transfers allow the funds to continue to be tax sheltered.

Cash Payment

Your spouse, beneficiary or estate will receive a cash payment equal to the value of your pension account. All cash payments are subject to withholding tax.

The Income Tax Act may provide other options to certain individuals. Once Mutual is notified of your death, a package will be prepared for your beneficiary.

GENERAL INFORMATION

EXPENSE CHARGES

All expense charges are being paid by SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE. The full amount of your contributions is being invested,

SPOUSE

For the purposes of this plan, spouse includes a legally married or a common-law partner who you have been living with for at least 1 year.

Note: If you have locked-in funds, your spouse has rights to the benefits earned under this plan at your death or retirement.

INCOME TAX REGULATIONS

The plan and the manner in which it is operated are governed by the Income Tax Act (Canada).

Contributions, within limits, made to the plan can be deducted from your taxable income.

You must include benefits paid out of the plan in your taxable income unless you have made a tax-sheltered transfer.

Any cash payment out of the plan is fully taxable in the year in which you receive it. It is subject to withholding tax at the time of withdrawal.

If your spouse withdraws any amount from their spousal RRSP, an amount equal to the lesser of your contributions for the current and two previous taxation years or the amount withdrawn is taxable to you. The balance, if any, of the withdrawal is taxable to your spouse.

The first \$1000 of annuity income in any year may be eligible to claim as a non-refundable tax credit. Check your current Tax Guide published by Revenue Canada, Taxation.

You cannot assign assets under the plan. Benefits from this plan may not be used as collateral for a loan.

MEMBER STATEMENT OF BENEFITS

At least twice per year, Mutual will prepare a statement showing the contributions deposited into this plan since the last statement and the total value accumulated to your credit.

RECEIPTS FOR TAX PURPOSES

Mutual will issue RRSP tax receipts twice each year. The first receipt will be issued in January covering the contributions received at Mutual's head office in the last 305 days of the preceding calendar year (March - December). The second receipt will be issued in March covering the contributions received at Mutual's head office in the first 60 days of the current calendar year (January - February).

You may choose to claim any or all of the amount reported on the second receipt (January - February) as a deduction from your taxable income for the previous calendar year or for the year in which the contributions were made.

Mutual will mail receipts directly to SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE who will distribute them to you.

THE PLAN'S FUTURE

SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE expects this plan to be permanent. However, future conditions may require SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE to change or discontinue the plan. Your benefits earned before any change will not be negatively affected.

PURPOSE AND USE OF PERSONAL INFORMATION

The personal information requested of you is required in order to efficiently administer your benefits under the plan.

Mutual will establish a file in which your personal information will be kept. Only Mutual employees, representatives and other individuals who you authorize will have access to this file. All Mutual employees and representatives must abide by our Code of Business Conduct which ensures that your personal information is confidential and is used only for the administration of this plan.

If you wish to view the personal information held in this file, a written request should be sent to:

Group Savings Client Services
The Mutual Group
227 King St S
WATERLOO ON N2J 4C5

Some restrictions and charges may apply.

We need you to keep us informed of changes in your address, beneficiary or other personal information that we use to administer the plan. When a beneficiary change occurs, please contact SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE for the form to notify us of the change. All other changes can be made by calling the appropriate number below.

CAN WE HELP?

Questions???? Feel FREE to contact us.

Fully understanding every aspect of this plan is almost impossible. We realize, and expect, that from time to time you will have questions. "How much do I have saved up?..." "Can I make a change in the investment of my contributions?"... "Can I transfer other retirement savings into this plan?"

Whatever your questions, we want you to feel free to contact us. That is why we created The comfortLINE and The comfortWEB.

comfortLINE is an easy to use telephone system that allows you to get retirement plan information toll-free 24 hours a day - 7 days a week. With The comfortLINE, you can do most of your day-to-day transactions over the phone.

comfortWEB is our interactive World Wide Web site that allows you to get account information and process day-to-day transactions over the Internet.

comfortLINE / comfortWEB		FAX
English Service		(519) 888-3143
comfortLINE	1-800-366-1135	
comfortWEB	http://www.TheMutualGroup.com/benefits	
French Service		(519) 888-3143
comfortLINE	1-800-619-1101	
comfortWEB	http://www.La Mutuelle.com/groupe	

If you're making RRSP spousal contributions, your spouse must contact Mutual Life since they are the legal owner of the plan.

COMMONLY ASKED QUESTIONS

1. What are the advantages of contributing by payroll deduction?

Payroll deductions are a convenient and easy way to save for your retirement. In addition, you will receive immediate tax relief if SUNBEAM RESIDENTIAL DEVELOPMENT CENTRE deducts income tax based on your earnings less your RRSP contributions.

2. What is my RRSP contribution room?

The maximum tax-deductible RRSP contribution is set by Revenue Canada each year. Your 'Notice of Assessment' sent by Revenue Canada after reviewing your personal income tax filing will include the exact amount. You may also call Revenue Canada directly at 1-800-267-3100 for this information.

3. Can I transfer money from my other registered plans?

You can transfer amounts from other RRSPs, RPPs or DPSPs, or amounts received as a retiring allowance into this plan. If the transfer originates from a registered pension plan, and contains locked-in amounts, the amount must remain as locked-in.

4. Are my assets protected from creditors if I declare personal bankruptcy?

Your assets would likely be protected in the event of your personal bankruptcy if your designated beneficiary is your spouse, child, grandchild or parent (and any other ascendant or descendant in Quebec) because your RRSP funds are held under an annuity contract with a life insurer. This protection is not available if your designated beneficiary is not in this protected category. We can never guarantee full protection. Once your assets have been paid to you, the protection no longer applies. If you have any questions about your financial status, you should obtain legal advice.

5. What are locked-in funds?

Locked-in funds originated from a registered pension plan. Even though you have transferred these amounts into an RRSP, a number of "pension plan characteristics" still apply. Locked-in funds are subject to special rules if you retire, die, divorce or transfer to another registered plan. Mutual will prepare a statement outlining your options for your locked-in funds if one of these events occurs.

2/17/97