

SOURCE			
USE			
TERM			
NO. OF EMPLOYEES	240		
NO. OF MEMBERS	df		

AGREEMENT

between

THE CORPORATION OF THE COUNTY OF ESSEX

- and -

SUN PARLOR HOME FOR SENIOR CITIZENS

and

AMHERSTBURG COMMUNITY SUPPORT HOME

LOCAL 860

Effective

April 1, 2001 - March 31, 2004

~~INDEXED~~

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Table of Contents

ARTICLE 1	- MANAGEMENT RIGHTS	1
ARTICLE 2	- RECOGNITION AND NEGOTIONS	1
ARTICLE 3*	- RELATIONSHIP	2
ARTICLE 4	- CHECK OFF OF UNION DUES	4
ARTICLE 5*	- NEW EMPLOYEES	4
ARTICLE 6	- CORRESPONDENCE	4
ARTICLE 7	- LABOUR MANAGEMENT & UNION REPRESENTATION	4
ARTICLE 8*	- SENIORITY	6
ARTICLE 9	- LAY-OFF AND REHIRING	9
ARTICLE 10*	- PROMOTIONS AND STAFF CHANGES	10
ARTICLE 11	- GRIEVANCE PROCEDURE	13
ARTICLE 12	- ARBITRATION	14
ARTICLE 13	- DISCIPLINE AND DISCHARGE	15
ARTICLE 14*	- HOURS OF WORK	16
ARTICLE 15	- OVERTIME	19
ARTICLE 16*	- HOLIDAYS	19
ARTICLE 17*	- VACATIONS	21
ARTICLE 18	- SICK LEAVE PROVISIONS	22
ARTICLE 19	- LEAVE OF ABSENCE	24
ARTICLE 20	- PAYMENT OF WAGES	26
ARTICLE 21	- COMPENSATION AWARD/RETURN TO WORK PROGRAM	28
ARTICLE 22*	- HEALTH AND SAFETY	34
ARTICLE 23	- WELFARE BENEFITS	36
ARTICLE 24	- GENERAL CONDITIONS	37
ARTICLE 25	- CONTRACTING OUT	37
ARTICLE 26*	- PREGNANCY AND PARENTAL LEAVE	38
ARTICLE 27	- PRESENT CONDITIONS AND BENEFITS	38
ARTICLE 28	- COPIES OF AGREEMENT	38
ARTICLE 29	- GENERAL	38
ARTICLE 30	- STRIKES AND LOCKOUTS	40
ARTICLE 31	- TERMINATION	40
SCHEDULE "A"	GROUP BENEFITS	42
SCHEDULE "B"	HOURLY WAGE RATES	67
SCHEDULE "C"	VICTORIA STREET MANOR ADDENDUM	69
LETTER OF UNDERSTANDING RE: MEDIATION		73
LETTER OF UNDERSTANDING RE: STUDENT FEEDERS		74

Note: An asterisk (*) denotes Articles for which there is a corresponding Article in Schedule "C", Victoria Street Manor Addendum. Pursuant to Article 2.02, in any case where there is a corresponding provision in the Addendum, the terms of the provision in the Addendum shall always take precedence over the language in the main body of the Collective Agreement and shall be interpreted independently thereof.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01** The Union recognizes the Corporation **as** a non-profit Corporation which is supported by monies **raised** through taxes.
- 1.02** The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to this Agreement **are** not used and it is the right of the Union and/or employee to lodge a grievance in the manner and extent herein provided and to have it dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.03** The Union recognizes the right of the Corporation to operate and manage the said Senior Citizens' Home and Community Support Home in accordance with its obligations and in the interest of the residents thereof, and to the community at large and to make and alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Corporation until they have been discussed with the Union and the reason for the change is explained. The change will be posted on the bulletin board normally used for this purpose for a period of at least one (1) week.

The Corporation shall send to ~~the~~ Union copies of all rules, regulations and policies in force at Sun Parlor Home and, from time to time **as** they occur, any changes or amendments thereto.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01** The Corporation, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 860 **as** the exclusive bargaining agent for all its employees save and except Department Heads, Executive Secretary, Office Manager, persons above the **rank** of Office Manager, Community Support Home Supervisor, Manager of Staff Development, Registered Nurses and employees in Bargaining Units for which any trade Union held bargaining rights as of July 1st, 1990, and hereby consents and agrees to negotiate with the Union, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.02** The parties **to** this Agreement agree that the Community Support Home (Victoria Street Manor) is **an** entity which is geographically separate from the Sun Parlor Home - Leamington and that by virtue of the difference in its purpose, nature, operations and funding source, may require procedures, rules, regulations and scheduling which are different from those in the Sun Parlor Home - Leamington. The parties further agree that as a result of this distinct operation they will cooperate to ensure that these distinct requirements **are** accommodated so that the Community Support Home can, at all times, be operated in such **a** manner as to ensure the highest **quality** of care for the residents

For this reason, the Corporation and the Union have agreed to Schedule "C" of the Collective Agreement between the Corporation and the Union Local 860.

The parties agree that at all times when interpreting an Article of the Agreement, for which there is a provision in the Addendum, all subsections of that Article will be interpreted exclusively according to the procedures and practices in existence at the Community Support Home.

2.03 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of the Collective Agreement.

Unless of a confidential, personal nature and dealing with subject matter not addressed in the Agreement, copies of written agreements between the employee and the Employer shall be forwarded to the Union.

2.04 In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining agent in respect of any matters herein dealt with.

RTICLE 3 - RELA

3.01 All employees in the Bargaining Unit shall fall into one of the **following** definitions:

Full-time shall consist of those permanent persons employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such permanent employees shall be entitled to all benefits and conditions of this Collective Agreement.

Office and clerical employees, save and except Ward Clerks, shall work on a regularly scheduled shift consisting of 40 hours per week and a daily shift of 8 hours; includes a half (½) hour unpaid lunch break Monday to Friday inclusive. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

Part-time shall consist of those permanent employees who are employed to enable the efficient operation of the shift schedules posted from time to time providing days off for a Full-time employee or, to replace those employees in Full-time that are unable to work their regular shift as scheduled for any reason.

Term shall consist of an employee who has been hired from outside the Bargaining Unit as a Term employee to fill a temporary position. They shall receive those benefits and seniority which are provided to part-time employees. Upon becoming a permanent employee, they shall receive the appropriate benefits of the Collective Agreement.

Students shall consist of students as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

Students will only be used during the summer months, March break and the period between December 10th and January 10th and only when no permanent employees have been laid off.

These Students shall not be scheduled for any hours more than Full-time or Part-time employees, nor shall they be called in until all other Par-time and Term employees have been given an opportunity to accept such hours. Students shall not accumulate seniority under this Collective Agreement, and shall not receive any fringe benefits under this Agreement save and except statutory vacation and basic hospitalization coverage as required under the Employers Health Tax Legislation. Any amendments to this Article shall be considered but changes will only occur if agreed by both parties.

<u>Benefits</u>	<u>Part-time and Term Employees</u>
OHIP	100 percent cost to Employer
Vacation	Paid as per Article 17
Paid Holidays	As per Article 16 with exception of Float Day
Longevity Pay	Based on 1,852 hours equal to one year of service

Part-time and Term employees shall have no rights to sick leave, but these employees shall have the right to make up lost time due to sickness during a work schedule in accordance with their seniority providing there is work available on a call-in-basis. This call-in to make up sick leave shall not be subject to Article 14.07 and a refusal shall be considered to be a shift worked.

- 3.02** All employees shall give their best effort at all times in performance of their work and **will** not in any circumstances deliberately delay, **shirk**, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any employee who **has** requested investigation into an alleged grievance, and all parties hereto **will** at the time extend their fullest cooperation to one another, in order that the assigned work will be carried on efficiently and economically. The Union will not engage in Union activities during working hours unless provided for in the Agreement, or hold meetings at any time in the premises without the permission of the Home Administrator or designate. Such permission shall not be unreasonably withheld.
- 3.03** The Corporation and the Union mutually agree, that no employee shall be in any manner discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 3.04** The Corporation and the Union recognize that this agreement is subject to all Government regulations **as** they apply to employees and to the Corporation.
- 3.05** To create harmonious relationships between the parties hereto, any problems confronting the Union and which **are** not likely to be the subject of a grievance shall be discussed with the Department Head first, then the Home Administrator. If a settlement satisfactory to the Union **is** not reached, the Union **may** so inform, in writing, the Manager, Human Resources for the County, who shall direct the appropriate Committee of the Corporation to meet with the Union **within** thirty (30) days **as** mutually agreed.
- 3.06** An employee may view the Corporation's file on such employee at a mutually agreeable time

upon written request to the Administrator.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01** The Corporation shall deduct monthly Union dues from **all** employees covered by this Agreement. The Corporation will forward in one (1) cheque to the National Secretary Treasurer of the Union, not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, classifications and total hours worked of employees from whose wages the deductions have been made. The Corporation further agrees that on the first remittance of each year it will provide the addresses and gender of those employees reported upon. A copy of such list shall be provided to the Secretary Treasurer of the Local Union.
- 4.02** *All* employees covered by this Agreement shall pay a monthly fee to the Union **equal** to the Union's monthly dues, such payment is to be made by payroll deductions, provided membership in the Union remains on a voluntary basis and is not a condition of employment.
- 4.03** At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union Member in the previous year.

ARTICLE 5 - NEW EMPLOYEES

- 5.01** On commencing employment, the Corporation shall introduce the new employee to the area Union Steward or Representative at an appropriate time.

The Employer shall add to their orientation package the list of current Executive Members as updated and prepared by the Union. The employer shall also provide to new employees a copy of the current Collective Agreement.

ARTICLE 6 - CORRESPONDENCE

- 6.01** Unless otherwise specified in the Collective Agreement, all correspondence between the parties arising out of this Agreement or incident thereof shall pass to and **from** the Administrator of the **Sun** Parlor Home, Leamington, Ontario, and the Secretary of the Union, whose name and address from time to time shall be forwarded to the Corporation. As a general practice, the Corporation will also send copies of such correspondence to the President of the Union.

ARTICLE 7 - LABOUR MANAGEMENT & UNION REPRESENTATION

- 7.01** **Any** duly appointed representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss or remuneration, provided such employee first obtains permission from the Administrator of the Home or his

authorized representative. Such permission shall not be unreasonably withheld.

7.02(a) Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any ~~matters~~ arising out of this Collective Agreement.

7.02(b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.

7.02(c) Prior to discussions of a disciplinary ~~nature~~ with the Employer the Union shall be notified no less than one-half (1/2) hour of the nature of the meeting or ~~as~~ soon as practicable to do so.

7.03 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union, with two (2) alternates who shall only attend if needed to replace the full-time representatives, and also consisting of two (2) representatives of the Employer, one (1) of whom shall be the Administrator of the Home or designate. All of the above persons shall be employees of the Home. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.

7.04 Function of the Committee

The Committee shall develop a mandate for its continued consideration which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members subject to Article 7.08.

7.05 Meetings of Committee

The Committee shall meet **as** necessary but not more ~~than~~ once a month at a mutually agreeable time and place. ~~Its~~ members shall receive a notice and agenda **of** the meeting at least forty-eight (**48**) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.06 Chairperson of the Meeting

An employer and Union representative shall be designated **as** chairpersons and shall alternate in presiding over meetings. Chairperson will have voice and vote.

7.07 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Chairperson **as** promptly as possible after the close of the meeting. All members of the Committee shall each receive a copy of the minutes within one (1) week following the meeting. The minutes shall be typed and distributed by the Employer. Following distribution of the minutes to the Committee Members said minutes shall be posted appropriately.

7.08 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Collective Agreement. The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to ~~the~~ Union and the Employer with respect to its discussions and conclusions.

7.09 Unless otherwise specified, if a member of the Bargaining Unit is *required* to be in attendance in a meeting with the Employer **as** provided in this Agreement and such attendance is outside of the employee's regular hours, then such employee(s) shall be entitled to time off equivalent to the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off **shall** be with pay.

ARTICLE 8 - SENIORITY

8.01 Seniority is defined **as** the length of service in the Bargaining Unit and shall include service with the Employer and the Home prior to certification or recognition of the Union. Except **as** otherwise provided in Article 10.04(a), seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall from lay-off. Seniority, unless otherwise specified, shall operate on a Bargaining-Unit-Wide basis.

8.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Full-time employees, subject to the provisions of the Article and unless having been employed as a Term or Part-time employee in a supervisory position, shall be their original date of hire.

Part-time and Term employees' seniority date shall be based on 231.5 shifts being equal to one year's seniority.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

8.03(a) Calculation of Seniority

Except as otherwise provided for in this Agreement, it is understood that overall Bargaining-Unit-Wide seniority shall not be lost as a result of transfers, promotions or demotions within the Bargaining Unit to or from full-time positions. In accordance with Article 8.02, an employee's seniority date in such circumstances will be calculated and adjusted for any period of time spent in a part-time position on the pro-rated basis of 231.5 shifts being equal to one (1) year of seniority.

- (b) If it is necessary as a result of lay-off to transfer an employee from one department to another, the employee shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the Department to which they transferred.
- (c) Save and except the R.P.N. classification, departmental seniority shall only be used to determine preference or priority for vacations, and call-ins within a department.

8.04(a) Seniority for New Employees

Full-time employees shall be regarded as probationary employees for the first six (6) calendar months continuous employment in any one (1) year. At the expiration of said time they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.

- (b) Part-time and Term employees shall be regarded as probationary employees for the first sixty (60) shifts worked. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.
- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

8.05 Seniority During Absence

An employee shall lose all seniority and employment shall be deemed terminated if the employee:

- a) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- b) is absent from work without leave of absence for more ~~than~~ two (2) consecutive days, unless there ~~was~~ reasonable justification for such absence;
- c) fails to report for work within two (2) calendar days after being notified **by** registered mail, provided that no employee shall fail to lose their seniority or employment if failure to report to work when called is caused by sickness or accident substantiated by a Medical Doctor's Certificate which shall be provided upon return to work;
- d) is laid off for a period of more *than thirty-six (36)* months.

8.06 Seniority During Transfers to _____ Positions and Within Bargaining Unit

The selections or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. Any employee transferred to a supervisory position and subsequently transferred back to a position within the Bargaining Unit shall be credited with accumulated seniority to a ~~maximum~~ of twelve (12) months of the time spent in the supervisory position for the purpose of vacation preference and postings within the Bargaining Unit.

- (a) Subject to Article 10, when an employee is the successful applicant for a job posting from one department to another within the Bargaining Unit he/she shall be governed by departmental seniority, so that an employee so transferred shall **begin** to accumulate seniority for the purposes of such department from the date of transfer thereto but shall retain his overall ~~seniority~~ within the Bargaining Unit for all other purposes within the **scope** of this Agreement.
- (b) Notwithstanding anything contained herein, transfer of employees from one department to another within the Bargaining Unit due **to** layoff shall be governed by their overall seniority within the Bargaining Unit **and** the employees shall be allowed to carry their overall seniority within the Bargaining Unit to count **as** their seniority within the department to which they transferred.

ARTICLE 9 - LAY-OFF AND REHIRING

9.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

9.02 Notice of Lay-off

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of his/her employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

9.03(a) Provided that an employee has acquired seniority, the last employee hired shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another within the Home, such employee shall be credited with one hundred (100) percent of the seniority accumulated by him/her in accordance with the terms of the Agreement.

(b) Lay-off Procedures

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

Option 1: The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

Option 2: The employee can accept lay-off subject to recall rights for a period of **thirty-six (36)** months as provided for in the Collective Agreement.

- (c) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position, at the rate closest to their current rate as of the effective date of transfer.
 - (d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded three (3) working days in which to advise the Employer of their decision.
- 9.04** Where a Full-time employee transfers to a Part-time position as a result of their option, there shall be a reduction in the number of Part-time employees within the affected department.
- 9.05** No Term or Student employees shall be hired while Full-time or Part-time employees are laid off provided those on lay-off are qualified to do the work required.
- 9.06** Full-time employees who transfer to Part-time position shall be placed on the top of the part-time schedule and receive their maximum fifteen (15) shifts scheduled if available. When no other Part-time or Term employee is available under Article 14.07(c), the employee affected by the lay-off shall be offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

- 10.01(a)** When a vacancy does occur or a new position is created within the **Bargaining** Unit, the Employer shall **notify** the Union in writing and **post** notice of the position on the bulletin board used for that purpose for a period of six working days for the purpose of **permitting** any member of the **Bargaining** Unit to make an application thereof

If the Employer is aware of **an** upcoming vacancy or new position, and if practicable to do so, shall post such position no later than thirty (30) days prior to date when the position will be open.

The application will be submitted in writing to the Department Head. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing prior to the closing of the posting. The successful applicant will be notified in writing and the name of the successful applicant shall be posted within three (3) days after termination of the **posting**.

(b) Job Posting Information

Such notice shall **contain** the following information: date and time of **posting**, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department area/location, shift and wage rate. Reference to area or location shall be for clarification purposes only and shall not restrict the ability to transfer as work requires subject to other provisions in this Agreement. Such qualifications and requirements shall be those necessary to perform the job function and which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description. All job postings shall state "This position is open to both male **and** female applicants".

10.02(a) In making staff changes and promotions, appointment shall be made of the applicant with the greatest seniority having required qualifications, skill and competence.

(b) The successful applicant on a job posting shall assume the schedule of the new position as it pertains to scheduled days off.

10.03 No outside applications shall be considered until after the termination date of the posting.

10.04(a) In making emergency transfers to cover any period of less than thirty **(30)** days, the employee with the least seniority in the Department from which transfer is to be made may be transferred provided that, in the opinion of the Department Head and/or Administrator, the employee to be transferred has sufficient skill and competence to perform the job in question.

(b) A temporary position shall be posted for the purpose of replacing permanent employees absent on pregnancy/parental leave or other approved leave of absence. Employees working in a temporary position shall work the **regular** schedule and overtime that the absent employee would work for a period not to exceed 12 months. If the employee does not return, the job shall be posted.

(c) Save and except a part-time employee who is applying for a temporary full time position, an employee awarded a temporary position shall be allowed to apply for another temporary position, provided the employee **has** completed or will have completed their term in the present position prior to the starting date of the new position.

(d) Except in circumstances where the employee is absent due to a short-term illness **of** less than three **(3)** days, approved vacation or bereavement leave, any employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 10.02.

10.05 The Corporation shall provide time off with pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Department Head and/or Home Administrator, which will result in improving the employee's ability to perform his/her job with the Corporation.

10.06 **Trial Period**

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three **(3)** days following the end of the posting period. If changing classifications, he/she will be given a trial period of two **(2)** months, during which time he/she will receive the necessary orientation for the position. The Employer shall not *curtail* the trial period without just cause, before it **has** run its **full** course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two **(2)** months exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to

his/her former position, wage or salary rate, without loss of seniority.

Transfer of employees back to their **original** position, from within the department shall occur not more than two **(2)** weeks from notice being given to the employer.

Transfer of employees back to their original position, from one department to another shall *occur* not more than four **(4)** weeks from notice being given to the employer.

The above **trial period** shall not be applicable to any employees moving from a full-time position to a part-time position, unless mutually agreed between the parties to this Collective Agreement.

10.07 Notification to Employee and Union

Upon determining the appointment to a vacant position, the name **of** the successful applicant shall be posted on the bulletin board now used for job postings. The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to **all** senior applicants who have been denied the job posting. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

10.08(a) Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job which **has** changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to Article 10.08(b).

- (b)** In order **to** ensure the appropriate classification of jobs listed under Scheduled "**B**" of the Collective Agreement, the parties agree that matters related to the classification of new jobs and reclassification of existing jobs shall be dealt with in accordance **with** the Job evaluation Terms of Reference which forms part of ~~this~~ Collective Agreement.

If the parties are unable to agree on the reclassification and/or rate **of** pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for **determination**. The new rate shall become effective at the time the new position was first **filled by the** employee or the date of change in job duties or it not mutually agreed upon, then the date upon which a grievance was filed if the grievance is successful.

- (c)** Every employee covered by this Agreement will be classified in accordance with a job title, and a wage classification **within** that job title **as** set forth in Schedule B. ~~All~~ affected employees shall be entitled to **all rights as** stipulated in the Letter of **Understanding** regarding lay-off and recall.

10.09 Save and except in the event of lay-off or disciplinary measures, no employee shall receive a

reduction in wages unless such reduction is in accordance with other terms of this Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 11.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.
- 11.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- a) The aggrieved employee shall submit his/her grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall then present the grievance in writing to the Department Head and/or the Administrator. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within five (5) working days, excluding Saturday and Sunday, or any longer period which may be mutually agreed upon, the grievance may be presented as follows:
 - b) The Union Grievance Committee, after having completed the procedure set forth in Step (a) hereof, may present the grievance to the Manager, Human Resources for the County who shall arrange a meeting within ten (10) working days of the receipt of request from the Union with the appropriate Committee of Council to consider the grievance. At this state the aggrieved employee may be accompanied by a representative of the Union if his/her presence is requested by either party.
 - c) If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced between the Union Grievance Committee and the appropriate Committee of Council, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to the Board of Arbitration as provided herein at any time within 21 days thereafter, but not later.
- 11.04** Replies to grievances shall be in writing at all times.
- 11.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 11.06** The Corporation shall supply the necessary facilities for the grievance meetings.
- 11.07** Where dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the appropriate Committee of Council for consideration and any prior steps of the Grievance Procedure may be bypassed.
- 11.08** The time limits set forth in the Grievance Procedure may be extended at any time upon the

mutual agreement of the Corporation and the Union.

ARTICLE 12 - ARBITRATION

12.01 Composition of the Board of Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged Violation of the Agreement, which **has** been properly carried through all the steps of the grievance procedure outlined in Clause 11 above **and** which has not been settled, **will** be referred to the Board of Arbitration at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five **(5)** days thereafter each **party** shall name an arbitrator to **an** Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a **Chairman** within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party **and** the said Minister **shall** nominate a **Chairman**.

12.02 Who may be an Arbitrator

No person shall be selected as a member of **an** Arbitration Board who:

- a) is acting, or **has** within a period of six **(6)** months preceding the **date** of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- b) **has** any pecuniary interest in the matters referred to the Board.

12.03 Board Procedure

The Board **may** determine its own procedure, but shall give full opportunity to all parties **to** present evidence **and** make representation to it.

12.04 Decision of the Board

The decision **of** the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a **majority** is the decision of the Arbitration Board, but if there is no majority, the decision of the **Chairman** governs and is binding upon **all** parties thereto.

12.05 Expenses of the Board

Each party shall pay

- a) the fee and expenses of the arbitrator it appoints;
- b) one-half of the fees and expenses of the *chairman*.

12.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

12.07 Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 Progressive Discipline

Normally disciplinary procedures for repeated offenses shall be **as** follows:

- a) verbal **warning**
- b) written warning
- c) one (1) day suspension, thereafter further suspension and/or discharge, **as** warranted by the circumstances.

13.02(a) Should it be found upon investigation that **an** employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost at the rate equal to his normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement **as** to compensation which is just and equitable in the opinion of the parties or in the opinion **of** the Board of Arbitration if the matter is referred to such a Board.

(b) The Employer must act on the discipline within five **(5)** days of the occurrence becoming made known to the Administrator or designate or such longer time **as** mutually agreed upon by the parties.

13.03 The record of an employee shall not be used against him/her at any time after eighteen (18) months following the incident.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, *shall* not be considered an admission that such discipline was justified.

13.04 **File Records**

An employee shall have the right to have access to and review his/her personnel file upon obtaining permission from the Home Administrator or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his/her personnel record.

13.05 **Right to have a Steward Present**

An employee shall have the right to have his/her Steward present at any discussion with his/her Department Head which the employee believes might be the basis of disciplinary action. Where a Department Head intends to interview an employee for disciplinary purposes, the Department Head shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

ARTICLE 14 - HOURS OF WORK

14.01 **Work**

- (a) It is understood and agreed that as the Home is operated twenty-four (24) hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted by the Department Head at least seven (7) calendar days prior to such schedule becoming effective. In addition, the ~~Christmas~~, New Year's work schedule shall be posted no later than November 15th of each year.
- (b) The work schedules of all Full-time employees shall consist of 160 hours in a shift schedule (4 weeks), and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Full-time office and clerical employees shall be seven and one-half (7 ½) hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for Part-time employees shall be made on the basis of seniority With the greater seniority employees receiving first available work.

- (e) Subject to Article 14.07, if an employee refuses a call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall be considered a shift worked.

(f) Working Schedule

No Part-time employee shall be permitted to work more than fifteen (15) working days in any one shift schedule and no Term employee shall be permitted to work more than the aforesaid twelve (12) month period. Should any Part-time employee exceed the said fifteen (15) working days or any Term employee exceed the twelve (12) month period without agreement between the Union Executive and Management, they shall automatically become a Full-time employee.

14.02 Minimum Hours

At no other time than on an employee's scheduled shift change or in the case of an emergency shall he/she be required to work more than eight (8) hour in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one-half (7 ½) in the case of Office and Clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in overlaps the previous scheduled shift by two (2) hours or less and is not one of continuous hours. If the employee works beyond the two (2) hours, overtime shall be paid for all hours worked in accordance with the terms of the Collective Agreement.

14.03 Break Period

All employees shall be permitted two fifteen (15) minute rest periods with a choice of tea, coffee, milk or juice. One (1) rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift.

14.04(a) The number of positions on alternating shifts shall not exceed the present complement unless mutually agreed upon.

- (b) No shift shall be less than four (4) consecutive hours in duration.
- (c) No employee shall be scheduled to work less than four (4) consecutive hours.
- (d) There shall be no split shifts.
- (e) Employees shall not be scheduled to work more than six (6) consecutive days unless mutually agreed upon between employee and Employer.

14.05 Call Back Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do. When the work called back for is completed, the employee shall be allowed to leave. Time earned on a **call** back may be compensated with time off in lieu at the rate of time-and-one-half provided approval of the Department Head has been obtained.

14.06 When a conversion from Standard Time to Daylight Saving Time, or Daylight Saving Time to Standard Time occurs, employees working the duty shift during which the conversion occurs will be paid for all hours actually worked. Where the number of hours actually worked exceeds eight (8), those hours in excess will be paid at the appropriate overtime rate.

14.07(a) Call In. Start of Shift

Employees called in for emergency replacement purposes which may result in the employee arriving late for the start of the shift, shall be paid for the **full** shift, provided said employee reports for work **within** one (1) **hour** from the time he/she is called. If the employee does not report as stated above, he/she may be required to work into the next shift to make up the time.

(b) Call In, Mid Shift

Employees called in for emergency replacement purposes after the shift **has** already commenced shall be paid from the time of the call-in provided said employee reports for work **within** one (1) hour from the time he/she is called. If the employee does not report as stated above, he/she shall only be paid for actual hours worked.

(c) Call Ins for Part-time Staff

Part-time employees shall be called to replace employees on a scheduled shift, when required, on the basis of departmental seniority; save and except the RPN and Health Care Aide classifications which shall be deemed separate for the purpose of the clause.

(d) Part-time employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days unless mutually agreed upon. Except for vacation or approved leaves **as** specified in this Agreement, **an** employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

(e) Cancellation of Shift

In the case of the Employer canceling shifts, it shall be done on the basis that the least senior employee called in on that shift shall be the first employee's shift cancelled. Should the Employer not attempt to provide notice to the affected employee at least two (2) hours prior to the beginning of the shift, they shall receive four (4) hours pay at the appropriate rate.

- 14.08** Part-time employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however, at all times proper staffing of the Home shall be the determining factor.
- 14.09** The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for Full-time employees with alternating weekends **off**, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

ARTICLE 15 - OVERTIME

15.01 Overtime shall be paid at the rate of time-and-one-half for ~~all~~ authorized hours or portion thereof, worked beyond the normal workday and/or work week, as set out in Article 14.01 of ~~this~~ Agreement and verified by the immediate supervisor. Although it is not the intention of the Corporation to work a shift short, the Union recognizes and agrees that there are times when it will ~~be~~ necessary for this to occur.

15.02 Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and Employer. Such agreement shall not ~~be~~ unreasonably withheld.

This provision shall not apply to par-time employees as defined in Article 3 as ~~Part~~ Time or Temporary employees.

Overtime hours not taken ~~as time~~ off by November 30 in each year will be paid out in December at the hourly rate which was in effect at the time the overtime was worked.

Overtime shall be offered to the most senior employee who possesses the necessary skill and competence to perform the job in question first within the Classification and then within the Department.

No employee shall be permitted to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period in an overtime situation.

ARTICLE 16 - HOLIDAYS

16.01(a) ~~All~~ employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial Government:

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

The Floating Day shall be granted on a first-come-first-serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time

throughout the year.

- (b) All Full-time office and clerical employees shall, in addition to those holidays as set out in Article 16.01(a) of this Agreement, be entitled to receive the following holidays:
 - ½ day before Christmas Day
 - ½ day before New Year's Day

16.02(a) Subject to Article 14.01, it is understood and agreed that the operation of the Home is a twenty-four (24) hour a day, seven (7) days a week operation, and that all employees will not receive holidays on the specific date in each year that the above-mentioned holidays occur. Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half and shall receive a day off in lieu of the said holiday.

- (b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties, In case an employee cannot utilize their lieu time by November 30th in each year, they shall be paid out at the appropriate rate in the month of December.

- (c) Any employee may add two (2) or more holidays to their vacation. However, the period during which holidays may be taken by any employee shall remain at the discretion of the Corporation. Any refusal by the Corporation to grant a holiday as requested shall be in writing.

16.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least fourteen (14) calendar days prior to the date being requested.

No employee shall be entitled to any of the above holidays prior to the actual holiday or the day observed as such.

16.04 (a) Employees covered by this Collective Agreement shall be so entitled to receive not less than two consecutive days off (48 hours) at either Christmas or New Years. Entitlement for receiving time off for the above holidays shall be done on an alternating basis from year to year, unless mutually agreed upon by the parties.

- (b) The Employer shall notify the Union by posting what will be deemed as the two (2) consecutive days off for the New Year's Holiday. The information shall be provided prior to November 1.

16.05 In circumstances where the employer has not been able to accommodate the employee's request for time off in lieu of the Christmas and/or Boxing Day Holiday, the employee may request the Christmas and/or Boxing Day Holiday to be used up prior to January 31st in the subsequent year.

16.06 Holiday/Sick Day

The Parties to this agreement understand **and** agree, that where the employee has been granted a holiday, **as** provided under Article 16 of the Collective Agreement, they shall be entitled to cancel such holiday and replace that day with a sick day, provided

- a) Sick time accumulation exists,
- b) Three (3) days notice be given to the Employer,
- c) The reason for cancellation is understood that an absence for illness will be for three (3) days or more and Article 18.04 will apply,
- d) The holiday must occur during **an** absence of three (3) days or more.

Any changes to this agreement shall only occur upon mutual agreement of the Parties.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

After completing one (1) year continuous service with the Corporation, each employee shall be entitled to two (2) weeks of vacation, with vacation pay computed at four (4) percent of gross ~~annual~~ earnings, one (1) week of which may be taken after six (6) months continuous employment.

After completing three (3) years continuous service with the Corporation, each employee shall be entitled to three (3) weeks of vacation, with vacation pay computed at six (6) percent of gross ~~annual~~ earnings.

After completing eight (8) years continuous service with the Corporation, each employee shall be entitled to four (4) weeks of vacation, with vacation pay computed at eight (8) percent of gross annual earnings.

After completing fifteen (15) years continuous service with the Corporation, each employee shall be entitled to five (5) weeks of vacation, with vacation pay computed at ten (10) percent of gross annual earnings.

After completing twenty-two (22) years continuous service with the Corporation, each employee shall be entitled to **six (6)** weeks of vacation, with vacation pay computed at twelve (12) percent of gross annual earnings.

17.02 Holidays During Vacation

Where a statutory holiday, **as** defined in Article 16 hereof, occurred during the employee's vacation period, such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

17.03 Vacation lists will be posted no sooner than April 1st and no later than April 4th in any year, and to remain posted until May 1st and finalized by May 15th of each year. In addition to placing their name and vacation preference on the posted lists, employees must complete and return to their supervisor the Vacation/Statutory Holiday/Scheduling Request Form. Any conflict of vacation choices between employees shall be decided on the basis of seniority.

Any conflict with vacation choices that arise by any choice made after May 15th shall be decided in favour of the employee first requesting the vacation period over which there may be conflict. The vacation list and request form shall provide for an employee to make at least two (2) choices for his/her vacation period.

Any choices made after May 15th shall be responded to within fourteen (14) days of the request being made.

17.04 In extenuating circumstances, employees shall be entitled to take their vacation in a manner suitable to the employee, including one (1) day at a time upon agreement with the Administrator or his designate. Such agreement shall not be unreasonably withheld.

17.05 **One (1) Week Vacation Carry Over**

Employees entitled to three (3) or more weeks vacation shall have the right to carry-over up to one (1) week of their vacation entitlement to the following year.

17.06 Where an employee has provided a medical doctors' health certificate that an illness or injury will be for a minimum of five (5) working days, and they will not be able to commence their vacation as scheduled, the employee may reschedule their affected vacation period and replace same with sick time provided the employer is notified no later than the employee's last scheduled workday prior to the commencement of their scheduled vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 The Corporation will provide to all full-time employees a Short Term Disability (STD) Plan as follows:

- | | |
|---|---------------------|
| i) Six (6) months employment but less than two (2) years | 2 weeks at 100% |
| | 13 weeks at 66 2/3% |
| ii) Two (2) years employment but less than four (4) years | 4 weeks at 100% |
| | 11 weeks at 66 2/3% |
| iii) Four (4) years employment but less than six (6) years | 6 weeks at 100% |
| | 9 weeks at 66 2/3% |
| iv) Six (6) years employment but less than eight (8) years | 8 weeks at 100% |
| | 7 weeks at 66 2/3% |
| v) Eight (8) years employment but less than ten (10) years | 10 weeks at 100% |
| | 5 weeks at 66 2/3% |
| vi) Ten (10) years employment but less than twelve (12) years | 12 weeks at 100% |
| | 3 weeks at 66 2/3% |
| vii) Twelve (12) years and more employment | 15 weeks at 100% |

18.02(a) Payment of Benefits

Benefit will be paid on the first (1st) day of accident, the first (1st) day of hospitalization and on the second (2nd) day of illness.

(b) Benefit Level

Benefit levels will be determined by the employee's length of service with the Corporation. Service for employees will be based upon their date of hire.

(c) Earnings

Earnings are those in effect on the last day the employee was actively at work. Earnings shall be the employee's usual straight time earnings in effect at the time the employee went on the Short Term Disability Plan.

(d) Term of STD Plan

Benefits are payable for up to fifteen (15) weeks for each separate claim, based on the periodic doctor's certificate the employee's doctor provides the Corporation.

(e) Third Party Claims

If the Corporation has paid a benefit for any injury or illness in which any *third* party is or may be liable for damages, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement. The employee will be required to sign an undertaking to reimburse the Corporation. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the third party for lost income, equals or exceeds 100% of the benefit paid by the Corporation.

(f) Cost of the Plan

The Corporation will pay the cost of this Short Term Disability Plan. The Corporation agrees that it will pay the cost of a doctor's certificate required to qualify for the Short Term Disability Plan and any subsequent certificates as may be required from time to time.

(g) Higher Classification

In the event of illness of an employee while performing a job of higher classification the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

(h) Sick Leave Banks

Current sick leave banks may be applied until depleted to cover any waiting period and to top up any partial benefit to 100%.

(i) Unused Sick Leave Credits

Employees employed before **January 1, 1981**, shall retain their right to payment for unused sick leave credits upon retirement provided such payment does not exceed seventy (70) percent of the accumulated sick **credits** calculated at the rate in effect when leaving, the **maximum** not to exceed six (6) months wages.

- 18.03** Any employee absent from work for more than two (2) days shall not return to work or receive payment for days absent unless the employee produces a doctor's certificate. Such certificate will contain a general statement of diagnosis and prognosis.
- 18.04** The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call **in**.
- 18.05** Hospitalization shall be defined as that in which an employee is admitted into a hospital **or** receives any treatment recommended by a doctor which may only be performed in a hospital.
- 18.06** Upon an employee submitting a doctor's certificate, the Employer shall reimburse the employee for the cost of such certificate **within** fourteen (14) calendar days.
- 18:07** Where practicable, employees will provide twelve (12) hours notice to the Employer when they shall be returning to work.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01(a)** Except where otherwise provided in this Article, a **minimum** of one (1) week leave of absence, without pay, may be granted to employees for personal **reasons**. Any requests for such leave shall be made not earlier than ninety (90) days and not later than **thirty** (30) days prior to the date the leave of absence is requested for, or for such lesser time as may be approved **by** the Employer. Such leave shall be granted on the basis of the date of request **filed** and for the purposes of this clause, any employee that has received a leave of absence between June 1st and September 30th in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any **extreme** emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.
- (b)** Notwithstanding 19.01(a), special leaves of absences shall be granted by the Home Administrator or **his** designate based on the merits of the request.
- 19.02** Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose **all seniority**.
- 19.03(a)** Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who **are** members of the Union, when such employees are acting **as** delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No

more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave.

- (b) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate seniority but may at his/her option, continue payment or arrange for payment of any fringe benefits to which he/she may be entitled under this Agreement.
- (c) Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.

19.4 Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which he may be entitled under this Agreement.

19.05 (a) An employee shall be granted five (5) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a parent, spouse or child.

(b) An employee shall be granted three (3) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law, common-law spouse and immediate family members as listed above, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex and the employee attends the burial, the employee shall be granted five (5) calendar days leave without loss of salary or wages.

(c) An employee requested to be a pallbearer at the funeral on one of his regularly scheduled work days, shall be granted that day off without loss of salary.

(d) Part-time employees, if scheduled for work, shall be granted five (5) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a parent, spouse or child.

Part-time employees if scheduled for work, shall be granted three (3) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages, in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, grandchild, step-father, step-mother, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex, and the employee attends the burial, the employee shall be granted five (5) calendar days leave without loss of salary or wages.

(e) An employee shall be granted one (1) calendar day leave without loss of salary or wages, to

attend the funeral of an uncle, aunt, niece or nephew, including those of a common-law relationship.

19.06 The Corporation shall grant leave of absence without loss of seniority to **an** employee who is required by subpoena to serve **as** a juror or witness in any court. The Corporation shall pay such employee the difference between his normal earnings and the payment he receives for jury service or witness fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount **of** pay received.

19.07 Where an Employee's scheduled vacation or banked time owing is interrupted due to bereavement, the employee shall be entitled to bereavement leave.

The portion of the Employee's vacation or banked time owing, which is deemed bereavement leave, will not be counted against the employee's vacation credits or banked time owing credits.

ARTICLE 20 - PAYMENT OF WAGES

20.01(a) Pay Days

The Corporation shall pay salaries and wages every two (2) weeks. The direct deposit remittance **slip** for each employee shall contain itemized calculations of **his** wages **and** deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule "B" to this Agreement.

(b) The Corporation agrees that employees may, through the direct deposit system, have deposits made into not more than two (2) different institutions and not **into** more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year **as** to the amount, institution or **accounts** in those institutions.

(c) Employees who are not scheduled to work on the pay day shall be entitled to their deposit remittance slip on Thursday if available.

(d) In the event that **an** employee **has** been underpaid by more than \$75.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) a cheque for the appropriate amount.

(e) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

20.02(a) All new employees shall be hired at the starting point of the *salary* grid schedule. All employees shall progress one (1) step up into the salary grid schedule **as** follows: upon completion of six (6) months service; upon completion of eighteen (18) months service; and upon completion **of** thirty (30) months of service, so that any employee shall have reached the **high** point of the *salary* grid schedule.

(b) If an employee is promoted to a higher ranking position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their date of transfer.

(c) **Higher Ranking Pas**

Where any employee is required to perform duties of a higher ranking position, such employee shall be paid the rate in the higher classification, that is, next above the employee's own rate.

For the purpose of this Article, effective **April 1, 1997**, seniority within the higher ranking position shall be accrued based on hours worked in the position and the employee will be paid in accordance with Schedule "B", upon becoming the successful applicant to the job posting for the higher ranking position.

20.3 Vacation Pay

For Part-time

Employees will be paid their vacation pay from January 1 in the current calendar year to the last pay before December 25.

Any vacation monies earned for the remainder of the calendar year shall be included in the following year's calculation for vacation pay.

20.04 Longevity Pay

In recognition of the principle that a long-service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$130.00
After fifteen (15) years of service	\$195.00
After twenty (20) years of service	\$260.00
After twenty-five (25) years of service	\$325.00

Subject to Article 3.01, Part-time employees are entitled to longevity pay on a pro-rata basis. This Long Service Pay shall be due on November 30th of each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

20.05 Mileage

For the use of personal vehicles for the purpose of the Corporation's business, the Corporation will reimburse the employee's approved mileage claim at a rate per kilometer traveled as established by the Canada Customs and Revenue Agency at the rate allowance

as a tax-exempt allowance.

The Corporation shall advise the Union annually in writing by December 15th of the rate to take effect as of January 1st.

For the year 2001 the effective date of rate change shall be April 1, 2001.

The Corporation agrees that the rate shall not be less than thirty cents (0.30 ¢) per kilometer.

20.06 Shift Premium

On the ~~date~~ of ratification employees shall be paid a shift premium of fifty cents (50¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

In addition to the shift premium, fifty cents (50¢) will be paid as a weekend premium for all hours worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 21 - COMPENSATION AWARD/RETURN TO WORK PROGRAM

21.01 If an employee is absent from work as a result of a compensable injury or illness for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary ~~total~~ disability, the employee shall receive a full salary from the Corporation, providing the employee has a sick leave bank. Any monies received by the employee from the Workplace Safety and Insurance Board shall be paid directly to the Corporation. One and one-half (1 ½) days out of every ten (10) days of absence shall be deducted from the employee's sick leave, otherwise the employee shall receive only those amounts paid by the Workplace Safety and Insurance Board. Top up ~~will~~ be at the employee's option even if sick days are available.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate in accordance with Article 8.03. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the injury.

21.02 Where an employee is absent as the result of an injury or illness sustained at work and the employee has made application for compensation the Corporation will pay the employee their normal rate of pay in accordance with their entitlement under Article 18 (Short Term Disability). If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's entitlement under the Short Term Disability Plan, the employee may apply for Long Term Disability as described in Schedule A. If the claim is subsequently approved, Article 18.02 (e) shall apply.

21.03 Modified Work

(a) Sick Days

An employee who works on a modified program for six (6) hours or more per day shall be entitled to sick leave as per Article 18.

Employees who work less than six (6) hours per day shall receive sick time on a prorated system.

(b) Statutory Holidays

An employee who works on a modified program shall **maintain** their pre-injury schedule, unless mutually agreed upon by the parties.

21.04 Disability Management/Early & Safe Return To Work Programs

Summary

All staff positions and job functions at the Sun Parlor Home are critical to the efficient and effective operation of the Home.

All employees **are** required to be fully productive while on duty. Management is obligated to ensure all employees, while at work are able to remain fully productive.

In accordance with the Sun Parlor Home "Health and Safety Policy", employees have a legislated and personal responsibility to preserve their health and work safely at all times.

Should an employee become injured or ill and unable to perform regular duties, the Sun Parlor Home supports the concept of Early **and** Safe Return To Work programs which enable employees to be reintegrated back into the workforce as soon as possible.

1. Ease Back Program

In order to assist and support the Early and Safe Return to Work for employees, two programs **are** available. The first is the 'Ease Back Program'. If a worker can safely work but is unable to resume full duties and/or hours of their position they can take part in the ease back program. This work-hardening program enables employees to gradually increase his/her hours and duties **until** they reach their pre-injury level. Employees under **this program** will receive either Workplace Safety and Insurance benefits or short term disability benefits.

2. Modified Work Program

The second program is a "modified work program" whereby no expectations **are** put on the employee until the attending doctor has authorized that one is ready for the ease back program. The **main** focus of this program is to keep the employee in touch with the employer and make a valuable contribution to the workplace while recovering to the point that regular duties may be resumed. **An** employee under this program (pending consent from the doctor) can come in for a few hours at a time to do those activities that they are able to do at home. Such activities may include answering the phones, visiting with residents, minor clerical duties. Employees under this

program will receive either Workplace Safety and Insurance Benefits or short term disability benefits.

The objective of both programs is to restore the employee to full performance in their pre-injury position within the time frames of the program. It is also crucial to **maintain** the valuable relationship between the employer and employee by having the employee at work **being** productive and **maintaining** contact with one's peer group.

All aspects of these programs will be closely monitored by the **Program** Coordinator to ensure symptoms of a recurrence **are** identified early so **as** to prevent any further injury to the employee.

Performance appraisals, supervision and all other management functions will remain in effect during this time period and employees will be assessed in relation to conducting their duties to their potential within the parameters of medical precautions placed upon them.

Benefits of both these programs go beyond that of the injured/ill employee, co-workers also benefit from these programs because the injured/ill employee is an additional staff performing a useful function. It also improves staff morale to see their co-workers maintaining their role in the respective peer group and back in the workforce being productive.

Purpose

To provide clear, consistent **and** equitable early **and** safe return to work programs for both occupational and non-occupational disabilities and illnesses. These programs will meet the legislative requirements outlined in the Workplace Safety and Insurance Act and the Ontario Human **Rights** Code.

Policy

The Sun Parlor Home will provide a timely ease-back and/or modified work program as appropriate and feasible for **all** employees with medically documented limitations on physical and/or mental capabilities **resulting** from injuries and illnesses.

Explanation

(a) Program Options

Employees with medically documented limitations resulting from illnesses or injuries can access one **or** both of these Early and Safe Return to Work programs:

(1) Modified Work Program

Available **to** employees who are able to perform none or too few of their **regular** duties to establish **an** ease-back program. Employees will be on temporary assignment, subject to availability, in any department, and will be assigned simple and appropriate **tasks** such **as** answering phones, visiting **with** residents or minor clerical duties. They **may** assist other employees but will not take the place of a regularly scheduled employee. The duration is normally not expected to exceed 90 days.

(2) Ease-Back Program

A work-hardening program enabling an employee who can work safely but is not capable of resuming full duties and/or hours of their regular position to gradually increase their hours and/or duties to the pre-injury level. The duration is normally not to exceed 90 days.

(b) **Getting the Employee into a Suitable Program(s)**

Tailoring suitable Early and Safe Return to Work Programs to the needs of the employees and the workplace will be a joint effort involving the program coordinator, accommodation committee, employer and the health care professional.

The following procedure will be used, once the Program Coordinator receives information that an employee is not capable of returning to his or her regular duties within one week of the onset of the injury or disease/disability:

- (1) The Program Coordinator will convene a meeting involving the employee and the Accommodation Committee during the second week of absence due to injury or disease/disability or as soon thereafter as the employee is capable of attending a meeting.
- (2) The Accommodation Committee and the employee will review the physical demands of the pre-injury position and determine if it is within his/her physical precautions as outlined by the treating health care professional.
- (3) If no information has been received from the treating health care professional (Medical Assessment or Functional Abilities Form) and the employee is physically capable of coming to work and mentally capable of following simple instructions, as established by the program and accommodation committee, or the information from the treating health care professional indicates that the worker is not medically ready for the Ease Back program,

parties involved will determine what activities will form part of the Modified Work Program to provide for meaningful and useful activities and establish a schedule of hours and activities which will apply until the employee is ready for the Ease Back program.

- (4) There will generally not be more than two employees assigned to Modified Work Program on the same unit. If more than two individuals who regularly work in the same unit access the program, seniority will be used to determine the lowest ranking employee(s) who will then be moved to another work area.
- (5) When the employee is medically ready to participate in the Ease Back program, all parties (employee, accommodation committee and program coordinator) will meet again to develop the specific tasks, the hours to be worked and the time frames of the program.
- (6) Follow-up meetings will be scheduled as required if there is a need to modify or extend

the Ease Back program.

- (7) a) For part-time employees working temporary full time positions, the normal hours of work for the purposes of establishing a Modified Work Program, will be the approximate average of the previous four work schedules and will not exceed 20 shifts. At the end of the temporary full time position, the employee **returns** to their part-time position, the number of modified shifts will not exceed 15 shifts.
- b) Part-time employees will be entitled up to five (5) ease back shifts.
- c) **Monitoring Progress**

All employees participating in Early and Safe Return to Work Programs (see attachment D) will complete Daily Work Sheets (see attachment D). The sheets will identify the individual's level of functionality and associated comfort with the activities assigned.

Implementation

- A program coordinator will be assigned to oversee program.
- Develop accommodation committee including union representatives and **program** coordinator.
- Conduct physical demands analysis of each position at the **Sun** Parlor Home which will be utilized when making accommodation decisions **as well as** to inform the external health professionals of the actual activities involved.
- Present inservice training to **all** employees about this program and their responsibilities under the Workplace Safety and Insurance Act and promote the benefits of shared responsibility in the Early and Safe Return to Work programs.

Roles And Responsibilities

Program Coordinator:

1. Contact **the** employee immediately following receipt of **an** incident, injury or accident report to establish the appropriate duration of absence.
2. Ensure that all the necessary paperwork has been completed; arrange for Physical Demands Analysis and Medical Assessment/Functional Abilities Form to be provided to the employee.
3. Meet with the employee and Accommodation Committee to develop specific goals and objectives for each case.
4. Involve the immediate manager/supervisor in the employee's return to work plan.
5. Monitor progress of employees in the programs and maintain **regular** communication with the Administrator, to ensure a successful outcome.
6. Maintain communication with all parties involved to ensure consistency and accuracy of

information.

7. Review all current employees on short term disability to determine eligibility for these programs.
8. Present inservice training to all employees/staff.

Accommodation Committee:

1. Develop knowledge and understanding of Disability Management and Early and Safe Return to Work programs.
2. Assist in the development of mutually agreed upon objectives.
3. Conduct thorough physical demands analysis of all positions at the Sun Parlor Home including possible modifications.
4. Participate in the individual employee return to work plans.
5. Educate workers on the benefits of participating in the Early and Safe Return to Work Program.
6. Communicate potential labour relations problems to management.

Employee:

1. Report any incident or illness to manager immediately.
2. Complete necessary paper work with the Program Coordinator before leaving that shift, if applicable.
3. Obtain medical approval from treating physician for the Early and Safe Return to Work programs utilizing the Medical Assessment Form attached and return to Sun Parlor Home as quickly as possible.
4. Participate and cooperate with the Early and Safe Return to Work program by maintaining personal contact with program coordinator regarding physical capabilities and treatment plans (weekly basis minimum).
5. Ensure other scheduled treatment such as physiotherapy are continued in conjunction with the return to work plan.
6. Communicate any concerns to program coordinator and accommodation committee so that potential problems are openly addressed and resolved.

Manager:

1. Develop knowledge and understanding of Early and Safe Return to Work programs and Disability Management.

2. Investigate injury or complaint and ensure immediate completion of incident/accident report and submit to program coordinator.
3. Participate in the promotion of the Early and Safe Return to Work programs and provide ongoing support to those employees involved in the program.
4. Assist with the physical demands analysis for job descriptions.

Administrator:

1. Provide leadership and support to the Early and Safe Return to Work programs and Disability Management.

Attachments

- A. Physical demands analysis (this will be completed for each position at Sun Parlor Home)
- B. Letter to **injured/ill** employee
- C. Medical Assessment/Functional Abilities Form

Benefits To Employer

- According to the American Occupational Medical Association's Committee on practice, early return to work programs enhance both psychological and physical recovery
- Reduces medical, disability and lost time claims
- Minimizes the chance of re-injury
- Establishes a more stable work environment
- Promotes good employee morale
- Maintains the valuable relationship between employee and employer.

Benefits For Employee

- Maintains valuable relationship between employee and employer
- Allows the employee to **maintain** a productive life
- Allows the employee ownership of their own return to work program which will increase their confidence and motivation
- Reduces financial hardships
- Promotes psychological well-being.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01** The Corporation and the employees will cooperate to ensure adequate health and safety conditions for **all** employees in the Home.

22.02 The Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. All members shall have a vote. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer. Minutes shall be taken of all meetings and copies shall be sent to all members of the Committee. Following distribution of the minutes to the Committee Members, said minutes shall be posted appropriately.

22.03 **Time off for Health and Safety Training**

With the permission of the Home Administrator, Union members of the Health and Safety Committee shall be entitled to time off from work, with no loss of seniority or earnings, to attend up to two (2) educational courses/seminars per year by government agencies or union for instruction and upgrading on Health and Safety matters.

22.04 **Proof of Safe Substances**

No potentially hazardous substance shall be introduced into the workplace for which a product data sheet has not been obtained and a copy of such ~~data~~ sheet shall be provided to the Union.

22.05 **Health and Safety Report, Records and Data**

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month.

22.06 **Access to Workplace**

Members of the Health and Safety Committee shall conduct an inspection of the worksite at least once per month. No restriction shall be placed on this inspection.

In the event of ~~an~~ accident requiring attention by a medical doctor, or an occupational health problem, **a** Union member of the Health and Safety Committee shall be allowed to complete ~~an~~ investigation of the occurrence.

22.07 **Proper Training**

No employee shall be required to work on any job or operate any piece of equipment ~~until~~ he/she has received proper training and instructions.

22.08 **Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor states that the employee **is** fit for further work on

that shift.

ARTICLE 23 - WELFARE BENEFITS

23.01 Every continuous **full-time** employee shall join the Ontario Municipal Employees Retirement System Plan (O.M.E.R.S.). Such employee must comply with requirements of the Plan from time to time. Payments are to be made equally by the Corporation and the employee to a maximum of seven (7) percent of earnings, or such percentage as required by the Plan from time to time. The Corporation shall, in addition, pay the full cost of O.M.E.R.S. Supplementary Benefit - Type 1.

Any contribution towards an annuity by the Employer ~~will~~ be the responsibility of the employee, but the Corporation agrees to allow the payment for such ~~an~~ annuity by payroll deduction.

23.02 Hospital and Medical Insurance

The Corporation shall contribute one hundred (100) percent of the premiums of the Ontario Hospital Services Commission Plan with Blue Cross coverage, providing semi-private hospital care for all present employees and eligible dependents.

23.03 Group Life Insurance

The Corporation shall pay the premium cost of a group life insurance plan of a value equal to one and a half (1 ½) times annual salary or a minimum of \$10,000. ~~All~~ new employees shall be obligated to join such group plan.

23.04 Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the Corporation shall contribute according to the Unemployment Insurance Commission regulations.

23.05 Health Benefits

The Corporation shall pay one hundred (100) percent of the premium cost of all health benefits provided. The Corporation shall provide health benefits as per Schedule "A" of this Agreement.

23.06 The Corporation shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the Corporation. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him.

23.07 The Corporation, in recognition of low pension paid to those former employees now retired, agrees to pay twenty-five (25) percent of the cost of the Ontario Hospital Insurance ~~Plan~~ and Clarica Drug Plan with Extended Health Care Plan.

23.08 The Corporation will pay ~~will~~ benefits as referred to in Schedule "A" for those employees

who **are** eligible for an unreduced pension under O.M.E.R.S. to age sixty-five (65).

23.09 **Disposition of U.I.C. Rebate**

The Employer shall register its Wage Loss Replacement Plan with the Unemployment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction which shall be disposed of in a manner mutually agreeable to the **parties**.

If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

23.10 In the event that any legislated changes are made which result in the basic health care system being supported by individually paid premiums, the Employer **will** pay one hundred (100) percent of such **premiums** for **all** present employees and their eligible dependents and twenty-five (25) percent of such premiums for former employees now retired.

23.11 The Corporation will ensure **that**, at all times, the Insurance **and** Welfare Benefits coverage provided for in this and any other Article **are fully** in effect for all eligible employees who are qualified under the terms of the plans **as** they presently exist, and that **all** premiums necessary to continue coverage **are** paid. At no time will the Corporation make any changes or take any **actions**, including any changes **m** insurance carrier, which results in any decrease in insurance or benefit coverage.

ARTICLE 24 - GENERAL CONDITIONS

24.01 The Corporation **will** provide a bulletin board for the use of employees, provided that no material **will** be posted on said bulletin board until first approved by the Administrator. One additional bulletin board will be placed in the **staff** lounge.

ARTICLE 25 - CONTRACTING OUT

25.01 No member of the Bargaining Unit, in the employ of the Corporation or **as** of the 31st day of December 2000, shall be laid off during the term of this Contract, **as** a result of the Corporation contracting out all or in **part**, work then being performed by such member.

25.02 **Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) **are** not in the Bargaining **Unit**, shall not perform the duties of any jobs which **are** included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

ARTICLE 26 - PREGNANCY AND PARENTAL LEAVE

26.01(a) An employee who becomes pregnant shall be entitled to **a** Pregnancy/Parental Leave up to

one year in duration. It is understood and agreed that any such employee shall ~~retain~~ and accumulate full seniority rights and benefits while on such leave.

It shall be the responsibility of the employee to notify the Administrator of the date she is to return to work with a certificate of physical fitness, if such certificate be required by the Administrator. The preceding clause in any way does not intend to conflict with the rules set down by the Employment ~~Standards~~ Act. Seniority for the above provision for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the Maternity Leave.

- (b) Any employee qualifying for Employment Insurance Commission Adoption Benefits shall be entitled to an Adoption Leave of Absence up to one (1) year in duration. It is understood and ~~a p e d~~ that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify the Administrator of the date upon which he/she is to return to work.
- (c) It must be mutually agreed upon by the Department Head and/or the Administrator if any employee wishes to return to work before the end of the maternity leave period. At this time, a Doctor's Certificate must be provided to the Administrator and/or Department Head.

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

27.01 *All rights*, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they ~~are~~ consistent with the Agreement, but may be modified by mutual agreement between the Corporation and the Union.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason ~~the~~ Corporation shall print the Agreement within thirty (30) days of signing and make available a copy for each employee.

ARTICLE 29 - GENERAL

29.01 Wherever the ~~singular~~ or masculine is used in the Agreement, it shall be considered ~~as~~ if the plural or feminine had been used where the context of the party or parties hereto so require.

29.02 Unless otherwise modified by this Collective Agreement, the Corporation and the Union agree that neither will, at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Labour Relations Act, the Industrial Standards Act, the Occupational Health & Safety Act, or the Ontario Human Rights Code or any other statute dealing with discrimination in employment or employee safety standards.

29.03 Staff Training

The Home shall provide time off with pay, if necessary, for any employee required by the Home to write exams in any course that will result in improving the employee's ability to perform his/her job with the Home.

Also, if upgrading is a condition of employment, the Employer shall pay **all costs** for tuition and **books** and, if necessary, provide time off with pay and without loss of seniority. Payment shall be made **to** the employee on the basis of a receipt provided and upon proof of satisfactory completion of required course. Payment shall be made within **thirty (30) days**.

29.04 Technological Changes

- (a) Where the introduction of technological change or new methods of operation **will** displace (or result in the lay-off of) any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Corporation **will** make every effort to re-train or to provide alternative employment for such employees.

The Union **shall** have input on ergonomic suitability of work stations.

- (b) If corrective lenses or a change in lens is required as a result of operating a Video Display Terminal (VDT) the Home will assume the entire costs of such lenses.
- (c) Each VDT now in service with the Sun Parlor Home and its Bargaining Unit, C.U.P.E. Local 860, shall be inspected for radiation emissions, both ionizing and non-ionizing. The results of this inspection shall be given to the members of the Health and Safety Committee for management and to the Union.
- (d) In the event an employee who regularly operated a VDT becomes pregnant, that employee has the option to:
 1. Continue to work at her regular job;
 2. Take an unpaid leave of absence without loss of seniority;
 3. Take another job within the Home without reduction of salary, provided the employee involved **has** the skill and competence and provided such transfer does not result in the lay-off of another employee.

29.05 The Employer agrees to indemnify **all** employees and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding willful and malicious damage. Legal counsel, when required, will be provided by the Employer.

29.06 Personal and Harassment

In the event of alleged incidents of sexual or personal harassment, employees who believe they have become victims of sexual or personal harassment will report the circumstances in writing, to the next uninvolved supervisor in the line of authority, giving him/her the opportunity to investigate the complaint.

The supervisor receiving the written complaint will respond promptly and with discretion, and take appropriate action.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance, which may be lodged at any stage of the grievance procedure. An Arbitration Board shall have the power to impose penalties against the harasser.

ARTICLE 30 - STRIKES AND LOCKOUTS

30.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

ARTICLE 31 - TERMINATION

31.01 This Agreement shall continue in full force and effect up to and including March 31, 2004 unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.

31.02 In the event of such notification being given as to the amendment of this Agreement is not reached, the procedures as outlined by the Ontario Labour Relations Act shall apply.

31.03 This Agreement may be extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal duly attested by its proper officers in that **behalf**, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

THE CORPORATION OF THE COUNTY OF ESSEX

PER _____
WARDEN

CLERK

SUN PARLOUR HOME EMPLOYEES LOCAL 860

PER _____

SCHEDULE "A" – GROUP BENEFITS

SCHEDULE "B" - HOURLY WAGE RATES

CLASSIFICATION	EFFECTIVE START	6 MONTHS 18 MONTHS 30				M O N T H S
		MID-LOW	MID	MID-HIGH	HIGH	
Maintenance Lead Hand	Apr 1/2001	\$17.34	\$17.65	\$18.31	\$18.98	
	Apr 1/2002	\$17.89	\$18.34	\$18.94	\$19.53	
	Apr 1/2003	\$18.44	\$18.89	\$19.49	\$20.08	
R.P.N. Pharmacy	Apr 1/2001	\$16.33	\$16.94	\$17.54	\$18.13	
	Adjustment	\$17.18	\$17.79	\$18.39	\$18.98	
	Apr 1/2002	\$17.89	\$18.34	\$18.94	\$19.53	
	Apr 1/2003	\$18.44	\$18.89	\$19.49	\$20.08	
Cook	Apr 1/2001	\$16.37	\$16.95	\$17.54	\$18.13	
	Apr 1/2002	\$16.92	\$17.50	\$18.09	\$18.68	
	Apr 1/2003	\$17.47	\$18.05	\$18.64	\$19.23	
Maintenance "A"	Apr 1/2001	\$16.03	\$16.68	\$17.32	\$17.98	
	Apr 1/2002	\$16.58	\$17.23	\$17.87	\$18.53	
	Apr 1/2003	\$17.13	\$17.78	\$18.42	\$19.08	
Stock Receiver	Apr 1/2001	\$15.79	\$16.40	\$17.04	\$17.66	
	Apr 1/2002	\$16.34	\$16.95	\$17.59	\$18.21	
	Apr 1/2003	\$16.89	\$17.50	\$18.14	\$18.76	
Elderly Service Worker	Apr 1/2001	\$15.79	\$16.40	\$17.04	\$17.66	
	Apr 1/2002	\$16.34	\$16.95	\$17.59	\$18.21	
	Apr 1/2003	\$16.89	\$17.50	\$18.14	\$18.76	
Activator - Therapeutic	Apr 1/2001	\$15.79	\$16.40	\$17.04	\$17.66	
	Apr 1/2002	\$16.34	\$16.95	\$17.59	\$18.21	
	Apr 1/2003	\$16.89	\$17.50	\$18.14	\$18.76	
Clerk/Bookkeeper	Apr 1/2001	\$15.79	\$16.40	\$17.04	\$17.66	
	Apr 1/2002	\$16.34	\$16.95	\$17.59	\$18.21	
	Apr 1/2003	\$16.89	\$17.50	\$18.14	\$18.76	
Maintenance	Apr 1/2001	\$15.57	\$16.14	\$16.72	\$17.32	

	Apr 1/2002	\$16.12	\$16.69	\$17.27	\$17.87
	Apr 1/2003	\$16.67	\$17.24	\$17.82	\$18.42
Certified H.C.A.	Apr 1/2001	\$15.57	\$16.14	\$16.72	\$17.32
	Apr 1/2002	\$16.12	\$16.69	\$17.27	\$17.87
	Apr 1/2003	\$16.67	\$17.24	\$17.82	\$18.42

CLASSIFICATION	EFFECTIVE	START	6 MONTHS	18 MONTHS	30	M O N T H S
		MID-LOW	MID	MID-HIGH	HIGH	
Assistant Stock Receiver	Apr 1/2001	\$14.86	\$15.41	\$15.98	\$16.55	
	Apr 1/2002	\$15.41	\$15.96	\$16.53	\$17.10	
	Apr 1/2003	\$15.96	\$16.51	\$17.08	\$17.65	
Nursing Attendant	Apr 1/2001	\$14.86	\$15.41	\$15.98	\$16.55	
	Apr 1/2002	\$15.41	\$15.96	\$16.53	\$17.10	
	Apr 1/2003	\$15.96	\$16.51	\$17.08	\$17.65	
Volunteer Coordinator	Apr 1/2001	\$14.86	\$15.41	\$15.98	\$16.55	
	Apr 1/2002	\$15.41	\$15.96	\$16.53	\$17.10	
	Apr 1/2003	\$15.96	\$16.51	\$17.08	\$17.65	
Ward Clerk	Apr 1/2001	\$14.86	\$15.41	\$15.98	\$16.55	
	Apr 1/2002	\$15.41	\$15.96	\$16.53	\$17.10	
	Apr 1/2003	\$15.96	\$16.51	\$17.08	\$17.65	
Charge-Ldy/Housekeeping	Apr 1/2001	\$14.77	\$15.10	\$15.64	\$16.13	
	Apr 1/2002	\$15.32	\$15.65	\$16.19	\$16.68	
	Apr 1/2003	\$15.87	\$16.20	\$16.74	\$17.23	
Janitor	Apr 1/2001	\$14.27	\$14.60	\$15.14	\$15.63	
	Apr 1/2002	\$14.82	\$15.15	\$15.69	\$16.18	
	Apr 1/2003	\$15.37	\$15.70	\$16.24	\$16.73	
Hskp/Ldry/Dtry-Aides	Apr 1/2001	\$14.27	\$14.60	\$15.14	\$15.63	
	Apr 1/2002	\$14.82	\$15.15	\$15.69	\$16.18	
	Apr 1/2003	\$15.37	\$15.70	\$16.24	\$16.73	
Receptionist	Apr 1/2001	\$14.27	\$14.60	\$15.14	\$15.63	
	Apr 1/2002	\$14.82	\$15.15	\$15.69	\$16.18	

Apr 1/2003	\$15.37	\$15.70	\$16.24	\$16.73
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SCHEDULE "C"

VICTORIA STREET MANOR ADDENDUM

The provisions contained in the Schedule with respect to the referenced Article shall in regard to the employees at the Community Support Home, take precedence over the provisions of the main Collective Agreement. It is agreed, that when applied to the Community Support Home, all references in the Collective Agreement to Department Head shall be interpreted to mean the Community Support Home Supervisor.

ARTICLE 3 RELATIONSHIP

3.01 All employees in the **Bargaining** Unit employed at the Community Support Home shall fall into one of the following **Definitions**.

Full-time shall consist of those permanent persons employed on a regularly schedule shift consisting of 160 hours (~~4~~weeks) and daily shift of eight hours. Shifts shall be assigned on the basis of a 24 hour day and on a rotating basis. Such employees shall be entitled to all benefits and **conditions** in the Collective Agreement.

Part-time shall consist of those permanent persons not scheduled as set forth in Full-time, but who are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for Full-time employees;
- b) to replace those employees in Full-time that are unable to work their regular shift **as** scheduled for any reason whatsoever;
- c) to provide additional staffing for limited term special projects and/or special occasions.

Due to the ~~operational~~ differences **of** the Community Support Homes, Part-time employees while regularly scheduled to work 15 working days or less per month may exceed said 15 working days in a schedule for up to two consecutive schedules to cover for short-term absences due to illness, injury or vacation relief.

No Part-time employee shall be scheduled in excess of 15 working days per schedule for more ~~than~~ two consecutive schedules without the concurrence of the Union.

Part-time employees, upon becoming Full-time employees without a break in service, shall acquire seniority in Full-time on the basis of 1,852 hours worked in Part-time equaling one year of seniority.

Part-time employees shall be entitled to the same benefits available to Part-time employees at the **Sun** Parlor Home, Leamington.

ARTICLE 5 NEW EMPLOYEES

5.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative at the first appropriate opportunity.

ARTICLE 8 SENIORITY

8.01 The Corporation shall **maintain** a separate seniority list showing the date upon which each full-time employee's service at the Community Support Home commenced. In addition, the Corporation shall maintain a separate part-time employee's seniority list for Part-time employees.

Up-to-date seniority lists shall be posted in the Community Support Home and sent to the Union in January of each year. It is recognized by the parties that 1,852 hours worked equal one year's seniority for part-time employees.

ARTICLE 9 LAYOFF AND RECALL

The application of this Article to employees of the Community Support Home is **limited** by the separate seniority system noted with respect to Article 8 - Seniority, and all provisions shall be applied on that basis.

ARTICLE 10 FIO AND STAFF CHA

The application of this Article to employees of the Community Support Home is limited by the separate seniority system noted with respect to Article 8 - Seniority, and all provisions shall be applied on that basis.

All other provisions of Article 10 in the main Agreement will apply with the following exception:

10.01(a) When a vacancy **occurs** in a full-time position within the Community Support Home, the Employer shall **notify** the Union in writing and allow a **period** of six working days during which any part-time employee at the Community Support Home may make application for the full-time position. Once these six days have elapsed, the position will be publicly advertised.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, the Employer shall post such position not later than 30 days prior to the date when the position will be opened.

The application will be submitted in writing to the Supervisor of the Community Support Home.

ARTICLE 14 HOURS OF WORK

14.01 Working Schedule

It is understood and agreed that, as the Community Support Home is operated 24 hours per day and seven days per week, on eight hour shifts on a rotating basis, it is necessary that the employees work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted at least one week prior to such schedule becoming effective.

14.02 Minimum Hours

At no other time than on an employee's scheduled shift change, or in the case of an emergency, shall h/she be required to work more than one 8 hour shift in a 24 hour period.

14.03 Break Period

All employees shall be permitted two 15 minute rest periods per shift.

14.04 (a) This Article does not apply to the Community Support Home employees.

(b) This Article does not apply to the Community Support Home employees.

14.07 (c) Call-In for Part-time Staff

Part-time employees shall be called to replace employees on a scheduled shift when required, on the basis of seniority, provided that this does not result in premium payment to the employee.

(d) This Article does not apply to the Community Support Home employees.

14.08 The Corporation shall provide a minimum of one weekend in every three weekends off for each full time employee. The Corporation shall provide a **minimum** of one weekend in every four weekends off for each part-time employee. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however at all times proper staffing of the Community Support Home shall be the determining factor.

14.09 This Article does not apply to the Community Support Home employees.

ARTICLE 16 HOLIDAYS

16.01 (b) This Article does not apply to the Community Support Home employees.

ARTICLE 17 VACATIONS

17.03 Vacations should normally be requested by employees a **minimum** of four weeks in advance of the date when the vacation is to commence.

ARTICLE 22 HEALTH AND SAFETY

- 22.01** The Community Support Home will comply with all requirements and provisions of the Occupational Health and Safety and Workplace Safety and Insurance Board legislation.
- 22.02** The parties agree that by virtue of the size and operation of the Community Support Home, there will not be a separate Health and Safety Committee for the Community Support Home. Employees wishing to raise health and safety concerns may do so through representations to the Health and Safety Committee at the Sun Parlor Home in Leamington. The parties further **agree** that there ~~will~~ be one (1) on-site review annually at the Community Support Home to be carried out by representatives of the Health and Safety Committee at the Sun Parlor Home in Leamington.

CONTRACTING OUT

The parties agree that as a result of the geographical and operational differences of the Community Support Home, which may result in the need to contract certain services, the provisions of Article 26.01 are limited in their application, with respect to contracting out of services at the Community Support Home, to members of the Bargaining Unit regularly employed at the Community Support Home.

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX - SUN PARLOR HOME

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

Re: MEDIATION

The Parties agree and understand that for the term of this agreement the following language shall form part of the Grievance/Arbitration process:

- 1) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration, Article 11.03(c). Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- 2) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- 3) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- 4) The parties shall agree on a Mediator.
- 5) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- 6) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- 7) The Mediator will have the authority to meet separately with either party.
- 8) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- 9) The Union and Employer will share the cost of the Mediator, if any.

DATED this _____ day of _____, 2002.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: STUDENT FEEDERS

Student Feeders may be used under the following conditions as agreed upon by the parties:

1. They shall not perform any Bargaining Unit work except for the feeding **and** preparation of residents for meals.
2. They shall not be scheduled to work more **than** two (2) consecutive hours.

DATED this _____ day of _____, 2002.

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE "A" – GROUP BENEFITS

The Corporation of the County of Essex

*(Sun Parlor Home Union
Employees– C. U.P.E. Local 860)*

Group Policy No. 15452-B

JUN 9 2 1995

JUN 9 2 1995

Your Group Insurance Booklet

Consultant

Aon Consulting

Keep in a safe place

This booklet is a valuable source of information for you and your family. Please keep it in a safe place. We also recommend that you familiarize yourself with this information and refer to it when making a claim for group benefits.

Your Plan Administrator is there to help

Your plan administrator can:

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

Claims and benefits information at your fingertips

For more information about your claims or group benefits, please call Clarica's toll-free number. Just dial: **1-800-948-1048**.

We're on the Internet!

Learn more about group benefits by surfing Clarica's web site. There's group benefits information galore including, industry articles, news clippings, information about Clarica's products and services, what's covered by your provincial plan... and a whole lot more! Check us out!

Our address is: <http://www.clarica.com>

Personal Information

Clarica has established a confidential, group insurance file which contains personal information on your plan membership and claims. Only Clarica 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 Clarica'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:

GROUP INSURANCE PLAN SERVICE CENTRE

Clarica

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).

Class of Members	Benefit Formula	Minimum Benefit	Maximum Benefit
All Employees	1.5x earnings	\$10,000	\$100,000

Termination of Insurance: 65th birthday or retirement, if earlier

Class of Members	Benefit Formula	Maximum Monthly Benefit
All Employees	66 2/3% of monthly earnings	\$2,500

Basic Reductions : CPP/QPP benefits (excluding benefits for dependent children) and Workers' Compensation Act, Workplace Safety and Insurance Act or other similar legislation.

Disability Particulars

- during the qualifying period and the 24 month period after it, unable to do own job,
- after the 24 month period, unable to do any job.

Qualifying Period : 105 days

Benefit Period : to 65th birthday

Termination of insurance : 65th birthday or retirement, if earlier

Extended Health Insurance

Part	Benefit	Deductible		Reimbursement	Maximum
		per person	per family unit		
A	Drug: Pay Direct	\$3.00 per prescription		100%	--
B	Vision: \$200**	none	none	100%	--
C	Hospital: ward to semi-private	none	none	100%	--
D	Supp. Health Care (Includes semi-private to private hospital coverage)	\$35*	\$70*	100%	\$10,000***
E	Out-of-Province Emergency	none	none	100%	--

*The deductible applies per calendar year. The deductible applies to the eligible expenses of Part D.

Maximum for eyeglasses/contact lenses every 24 month period for **you and each insured dependant.

***The maximum amount payable applies to the eligible expenses incurred in a calendar year under Part D for you and each insured dependants.

Other maximums are listed under the appropriate Provision page.

Termination Age : member's 65th birthday or retirement, if earlier. If you take early retirement with an unreduced pension under OMERS, insurance will continue until **your** 65th birthday.

Dental Insurance

Part	Benefit	Deductible per family unit	Reimbursement
A	Basic Services*	none	100%
B	Denture Services	none	100%
C	Periodontal and Endodontic Services	none	100%
D	Prosthetic Services and Prosthodontics (Removable)	none	100%

*Recall examinations are limited to once in a 9 month period.

Late Entrant Maximum : If an 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 each insured dependant.

Termination of Insurance : member's 65th birthday or retirement, if earlier. If you **take** early retirement with an unreduced pension under OMERS, insurance will continue until **your** 65th birthday.

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 your province of residence. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide for general practitioners plus an inflationary adjustment determined by Clarica.

General Information

Eligibility

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

1. You are actively working for The Corporation of the County of Essex.
2. **You** regularly work for The Corporation of the County of Essex at least 30 hours each week.
3. You have been continuously employed by The Corporation of the County of Essex at least as long **as** the waiting period.
4. You are a resident of Canada.

Participation is compulsory.

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 Clarica 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.

He, his and him

refer to both genders.

spouse

means the person who is married to you, except that a person of the opposite or same sex who is living with and has been living with you in a conjugal relationship 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 Clarica.

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

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 Clarica is at your expense.

Effective Date

Your insurance is effective on the date you become eligible.

Your dependant insurance is effective on the latest of

- the date that you become eligible for dependant insurance,
- the date that you request dependant insurance, or
- the date that Clarica 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.

Changes in Insurance

An increase in your benefits, the amount of your insurance or the amount of your dependant insurance due to change in your group benefit plan's design or a change in your classification becomes effective on the date of the change, unless you are not actively working on that day due to disease or injury.

If Clarica doesn't approve an increase in the amount of your insurance or the amount of your dependant insurance, any future increase in the non-evidence or evidence maximum benefit amount will not be effective unless evidence of insurability is approved. An increase in the non-evidence or evidence maximum benefit amount will be effective on the date Clarica approves the evidence of insurability.

If, due to disease or injury, you are not actively working on the date an increase in your benefits, the amount of your insurance or the amount of your dependant insurance would be effective, the increase becomes effective on the date you return to active work. Clarica may require evidence of insurability to establish the date that you are physically and mentally fit to return to active work. If so, the increase becomes effective on the date Clarica establishes. If Clarica doesn't approve the evidence of insurability required, the increase will not be effective.

Subrogation

Subrogation is a legal practice giving Clarica 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 Clarica 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 Clarica for the loss of income benefits Clarica has paid. If you receive an amount for future loss of income, that amount will reduce your future loss of income benefits from Clarica.

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 Clarica.

If subrogation applies to your claim, Clarica will contact you to obtain the information required to proceed. You will be required to sign an undertaking to reimburse Clarica for any amount recovered which exceeds 100% of income or expenses. Before agreeing to a settlement of your claim, Clarica'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 will be insured for the similar coverage provided by 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 dependant coverage more than 31 days after the comparable coverage stops, you must submit evidence of insurability for each dependant to Clarica. The insurance that replaces the comparable coverage is effective on the date that Clarica approves the evidence of insurability. If Clarica 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,
- you reach the Termination Age,
- the provision or the policy terminates.

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

If you die, while insured for the Extended Health/Dental coverage and you had less than 15 years of service with your Employer, your dependant coverage may be continued until the earlier of:

1. the date of termination of insurance that your employer specifies, or
2. the date 12 months after the date that you died.

If you die, while insured for the Extended Health/Dental coverage and you had 15 or more years of service with your Employer, your dependant coverage may be continued until the earlier of:

1. the date your spouse reaches age 65, or
2. the date your spouse remarries, or
3. the date your spouse becomes eligible to be insured elsewhere for comparable coverage.

Member Life Insurance Provision

Benefit

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

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

Claims

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

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

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

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

At Termination

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

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

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

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

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

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

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

Member Accidental Death and Dismemberment Insurance Provision

Benefit

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

If a claim is submitted for Repatriation, we will pay your estate. If a claim is submitted for Occupational Training for Spouse, we will pay **your** spouse. If a claim is submitted for Education Benefit for Dependant Child, we will pay your dependent child.

Depending on the loss suffered by you, the amount of benefit is limited to the percentage shown in the Schedule of Losses.

Schedule of Losses

Loss of Life	100%
Hemiplegia	200%
Paraplegia	200%
Quadriplegia	200%
Loss of Both Hands, Both Feet or Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Sight of One Eye	100%
Loss of One Foot and Sight of One Eye	100%
Loss of Speech and Hearing	100%
Loss of Use of Both Hands or Both Feet	100%
Loss of Use of One Hand and One Foot	100%
Loss of One Arm or One Leg	75%
Loss of Use of One Arm or One Leg	75%
Loss of One Hand, One Foot or Sight of One Eye	67%
Loss of Use of One Hand or One Foot	67%
Loss of Speech or Hearing	50%
Loss of Hearing in One Ear	50%
Loss of Thumb and Index Finger of One Hand	33%
Loss of Four Fingers of One Hand	33%
Loss of All Toes of One Foot	25%

If you suffer more than one of the losses listed above as a result of one accident, Clarica will pay the amount of benefit for only one loss. That loss will be the highest of the losses suffered by **you**.

When proof is received by Clarica that **you** have suffered any of the losses due directly to bodily injury caused solely by an accident, the amount of benefit will be paid, provided all of the following conditions are met:

- The accident must occur while **you** are insured under this provision.
- The loss must occur within **365** days of the date of the accident.

If you become totally disabled, your Accidental Death and Dismemberment Insurance may be continued without payment of premiums as long as your Member Life Insurance premiums are waived.

Repatriation

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, for the preparation and transportation of your body from the place of the accident to your place of permanent residence.

The accidental death must occur at a distance of 150 kilometres or more from your place of permanent residence.

Rehabilitation

If **you** suffer any of the losses, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to train you for active employment in an occupation for which you would not have engaged except for those injuries.

The expenses must be incurred within 2 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

Occupational Training for Spouse

If you suffer loss of life, we will pay the reasonable and customary expenses, limited to a maximum of \$10,000, to enrol your spouse in an accredited occupational training program to qualify him for active employment in an occupation for which he would not otherwise have sufficient qualifications.

The expenses must be incurred within 3 years of the date of the accident.

No payment will be made for room or board or other ordinary living, travelling, or clothing expenses.

Education Benefit for Dependent Child

If you suffer loss of life, we will pay the reasonable and customary tuition expenses to enrol your dependent child as a full-time student at a post-secondary institution provided

1. your dependent child is enrolled as a full-time student at a post-secondary institution at the time of the accident, or
2. your dependent child is a student at the secondary school level and, within 365 days of the date of the accident, he enrolls as a full-time student at a post-secondary institution.

The maximum amount of benefit payable for each year that your dependent child is enrolled as a full-time student at a post-secondary institution will be the lesser of:

1. 5% of your amount of benefit, or
2. **\$5,000.**

The amount of benefit will be paid each year, up to 4 consecutive years, after we receive proof that your dependent child is enrolled as a full-time student at a post-secondary institution.

No payment will be made for:

1. tuition expenses incurred before the date of the accident.
2. room or board or other ordinary living, travelling, or clothing expenses.

A post-secondary institution includes any accredited university, colleges d'enseignement general et professionnel, trade school, community college, or private college that provides an education above the secondary school level.

Claims

A death claim must be received by Clarica within 6 years of the date of death. A claim for a loss must be received by Clarica within 3 months of the date of the loss. All other claims must be received by Clarica within 3 months of the date that the expense is incurred. The claimant must submit proof of claim and the right to receive the benefit to Clarica.

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

Exclusions

No benefit is payable for a loss directly or indirectly due to

1. suicide, while sane or insane,
2. self-inflicted injuries, while sane or insane,
3. disease,
4. civil disorder or war, whether or not war was declared,
5. full-time service in the armed forces of any country,
6. injuries received while riding in, or on, or boarding or alighting from an aircraft if, when the injuries were received,
 - a you were operating, learning to operate or serving as a member of a crew of any aircraft, or
 - b the aircraft was being used for crop dusting, crop spraying, seeding, sky-writing, racing, testing, exploration or any other purpose except transportation.

Long Term Disability Insurance Provision

Benefit

The amount of monthly disability benefit will be paid to you when proof is received by Clarica that you are absent from active work because you are totally disabled and that you have been totally disabled from the same or related causes for the qualifying period. Proof of continuing disability may be required as often as necessary.

Benefits are payable from the later of

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

If you are receiving disability income or retirement income from other sources, the monthly disability benefit will be reduced so that the total amount of disability and retirement income receivable by you from all sources does not exceed 90% of your monthly rate of earned income in force on the date you became totally disabled.

If the benefit is not subject to income tax, the monthly rate of earned income, for the purposes of this section, is reduced by income tax deductions.

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

Claims

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

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

At Termination

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

Exclusions and Limitations

No benefit is payable for a disability due to

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

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

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

Extended Health Insurance Provision

Benefit

You will be reimbursed when you submit proof to Clarica 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 calendar year, is subtracted, and
3. the reimbursement percentage is applied.

Example:

Assume that your plan has a \$25 deductible and a reimbursement level of 80%. The maximum that your plan covers for eyeglasses is \$175 every 24 month period. **You** have submitted an eyeglass claim for \$100. This is the first extended health claim you have submitted this year so the deductible does need to be paid by you.

To determine the amount that you would be refunded for this claim:

1. The maximum eligible amount under the plan is \$175. Therefore, the amount of the claim that will be considered for payment is \$175.
2. The \$25 deductible is applied to the submitted amount of \$100. The amount has now been reduced to \$75.
3. The reimbursement level is 80%. This means that 80% of the remaining \$75 will be refunded to you. 80% of \$75 is \$60. \$60 will be paid to you for this eyeglass claim.
4. The maximum eligible amount under the plan is \$175. \$175 less the \$100 that **you** submitted for this eyeglass claim is \$75. This means that \$75 will still be considered for payment for other eyeglass expenses during this 24 month period.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud.

Co-ordination of Benefits

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 member.

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 Clarica 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 Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica's receipt of the proof of claim.

Exclusions

No benefit is payable for

- expenses for which benefits are payable under a Workers' Compensation Act, Workplace Safety and Insurance 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.

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.

Guaranteed Benefit Replacement

If your Extended Health Benefit and Dental Benefit terminates and you are under age 70, you may purchase Clarica's Personal Health Insurance Guaranteed Benefit Replacement product. This coverage is different from your group plan.

To be eligible, you must

- have had **both** Extended Health and Dental Benefits with Clarica under a group plan
- apply for the Personal Health Insurance Guaranteed Benefit Replacement product within 31 days after the termination of your Extended Health and Dental Benefits, and
- pay the premium for the Personal Health Insurance Guaranteed Benefit Replacement product to Clarica within 31 days after the termination of your Extended Health and Dental Benefits.

You may cover your spouse and dependants if those family members were covered under your group plan.

If you have any questions about this product, please contact your plan administrator or the nearest Clarica office.

Extended Health - Pay Direct Drug Benefit

Eligible Expenses

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

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 where one of the ingredients is an eligible expense.
5. needles, syringes, and chemical diagnostic aids for the treatment of diabetes.

Drug Utilization Review (DUR)

Clarica provides a Drug Utilization Review (DUR) service to ensure the safe and effective use of drugs prescribed for you and your insured dependant. **Your** pharmacist will review an eligible drug against your past drug claims for possible harmful effects to your health, such as a severe drug interaction.

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 Clarica's opinion, are experimental,
3. expenses for dietary supplements, vitamins and infant foods,
4. expenses for contraceptives (other than oral),
5. expenses for drugs which are used for cosmetic purposes,
6. expenses for drugs used for the treatment of erectile dysfunction,
7. expenses for smoking cessation aids,
8. expenses for drugs used for the treatment of infertility,
9. expenses for drugs used for the treatment of obesity, and
10. expenses incurred under any of the conditions listed on the Extended Health Insurance Provision page as an Exclusion.

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 less the amount paid during the previous 24 months 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 a lifetime maximum of \$200 for the non-surgical treatment of keratoconus for you and each insured dependant and a maximum of \$200 for each surgical procedure.

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 Clarica group benefits identification certificate when you visit the practitioner. If you have vision care coverage, submit your claim to Clarica.

Extended Health - Hospital Benefit

Definitions

Hospital

means a legally licensed hospital which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury, on an in-patient basis, with 24 hour services by registered nurses and physicians. This includes legally licensed hospitals providing specialized treatment for mental illness, drug and alcohol addiction, cancer, arthritis and convalescing or chronically ill persons when approved by Clarica. This does not include nursing homes, homes for the aged, rest homes or other places providing similar care.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Eligible Expenses

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

Extended Health - Supplementary Health Care Benefit

Definitions

Chiropractor

means a member of the Canadian Chiropractic Association or of a provincial association affiliated with it.

Hospital

means a legally licensed hospital which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from disease or injury, on an in-patient basis, with 24 hour services by registered nurses and physicians. This includes legally licensed hospitals providing specialized treatment for mental illness, drug and alcohol addiction, cancer, arthritis and convalescing or chronically ill persons when approved by Clarica. This does not include nursing homes, homes for the aged, rest homes or other places providing similar care.

Naturopath

means a member of the Canadian Naturopathic Association or any provincial association affiliated with it.

Physician

means a person who ~~is~~ licensed to practise medicine.

Osteopath

means a person who holds the degree of doctor of osteopathic medicine from a college of osteopathic medicine approved by the Canadian Osteopathic Association.

Physiotherapist

means a member of the Canadian Physiotherapy Association or of a provincial association affiliated with it.

Podiatrist

means a person licensed by the appropriate provincial licensing authority.

Psychologist

means a permanently certified psychologist who is listed on the appropriate provincial registry in the province in which the service is rendered.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

Registered Massage Therapist

means a person licensed by the appropriate provincial licensing body or in the absence of a provincial licensing body, a person whose qualifications Clarica determines to be comparable with those required by a licensing body.

Registered Nurse

means a nurse who is listed on the appropriate provincial registry.

Speech Language Pathologist

means a person who holds a master's degree in Speech Language Pathology and is a member or is qualified to be a member of the Canadian Speech and Hearing Association or any provincial association affiliated with it.

Utilization fee

means a fee imposed by the government under the provincial health care plan for the use of a service. This includes items such as per visit fees for paramedical services and active care hospital charges on an in-patient or out-patient basis. This does not include items such as chronic care hospital charges or the difference between the amount charged by a practitioner and the amount payable for that service under the provincial health care plan.

Eligible Expenses- Miscellaneous

Eligible expenses also mean reasonable and customary charges for the following items of expense, provided they are prescribed by a physician:

1. services of a registered nurse (R.N.) provided in the patient's home.
2. services of a physiotherapist.
3. services of a massage therapist limited to 20 treatments in a calendar year.
4. services of a speech language pathologist limited to \$250 in a calendar year.

5. services of a psychologist limited to **\$250** in a calendar year.
6. rental, or purchase at Clarica's option, of wheel chair, hospital bed, walker and other durable equipment approved by Clarica and required for temporary therapeutic use.
7. trusses, crutches and braces.
8. artificial limbs or other prosthetic appliances.
9. oxygen.
10. diagnostic laboratory and x-ray examinations.
11. 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,
12. 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.
13. hearing aids and repairs to them, excluding batteries, limited to **\$500** during the 5 year period ending on the date an eligible expense is incurred.
14. the following hospital and medical services which are not offered in the province of residence and are performed following written referral by the attending physician in the patient's province of residence.
 - a. public ward accommodation and auxiliary hospital services in a general hospital limited to, after deducting the amount payable by a government plan, **\$75** a day for 60 days in a calendar year.
 - b. services of a physician limited to, after deducting the amount payable by a government plan, the level of physicians' charges in the patient's province of residence.

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

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

1. services of a dental surgeon, including dental prosthesis, required for the treatment of a fractured jaw or for the treatment of accidental injuries to natural teeth if the fracture or injury was caused by external, violent and accidental means, provided the services are performed within 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.
2. services of a chiropractor, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
3. services of an osteopath, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
4. services of a naturopath, provided no portion of a charge for these services is payable under a government plan, limited to **\$250** in a calendar year.
5. services of a podiatrist, provided no portion of a charge for these services is payable under a government plan, and one x-ray examination, limited to **\$250** in a calendar year.
6. orthopaedic shoes which are part of a brace or are specially constructed for the patient, including modifications to these, provided that the shoes or modifications are prescribed by a physician or podiatrist, limited to **\$150** in a calendar year.
7. hospital room and board charges up to the difference between the charges for semi-private and private accommodation for each day of hospitalization.
8. private hospital care in a convalescent hospital approved by the appropriate provincial body, up to **\$10** a day, limited to a **\$1,000** lifetime maximum.

The practitioner must be registered with the appropriate association or registry. Where applicable, expenses for practitioners' services eligible under a provincial health care plan will not be reimbursed until your expenses exceed the annual maximums under your provincial plan.

Extended Health - Out-of-Province Emergency Benefit

To be insured for this benefit, you and your insured dependant must have provincial health care coverage. Expenses for hospital/medical services 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 is medically able to return to your province of residence.

Reasonable and customary charges

mean those which are usually made to a person without insurance for the items of expense listed under Eligible Expenses and which do not exceed the general level of charges in the area where the expense is incurred.

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.

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.

Dental Insurance Provision

Benefit

You will be reimbursed when you submit proof to Clarica 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.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud.

Co-ordination of Benefits

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 member.

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 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.

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 Clarica 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 Clarica for payment of a claim. Proceedings must be started within 1 year of Clarica'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, Workplace Safety and Insurance Act, or other similar legislation,
- 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,
- a portion of expenses for which reimbursement is made due to the legal liability of another party,
- services performed by a person who is ordinarily resident in the patient's home,
- expenses incurred as a result of committing or attempting to commit a criminal offence.

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.

Guaranteed Benefit Replacement

If your Extended Health Benefit and Dental Benefit terminates and you are under age 70, you may purchase Clarica's Personal Health Insurance Guaranteed Benefit Replacement product. This coverage is different from your group plan.

To be eligible, you must

- have had **both** Extended Health and Dental Benefits with Clarica under a group plan
- apply for the Personal Health Insurance Guaranteed Benefit Replacement product within 31 days after the termination of your Extended Health and Dental Benefits, and
- pay the premium for the Personal Health Insurance Guaranteed Benefit Replacement product to Clarica within 31 days after the termination of your Extended Health and Dental Benefits.

You may cover your spouse and dependants if those family members were covered under your group plan.

If you have any questions about this product, please contact your plan administrator or the nearest Clarica office.

Dental Insurance Provision - Basic Services

Eligible Expenses

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

- a) diagnostic services:
 - complete oral examination (once every 36 months),
 - recall examination (once every 9 months),
 - limited periodontal examination (once every 6 months),
 - emergency examination,
 - specific oral area examination,
 - radiographic interpretation • complete full mouth series of radiographs, but not more than once in a 36 month period,
 - bitewing radiographs (once every 6 months),
 - periapical radiographs,
 - cephalometric radiographs,
 - occlusal radiographs,
 - extra oral films,
 - sinus examination,
 - sialography,
 - use of radiopaque dyes to demonstrate lesions,
 - temporomandibular joint films,
 - panoramic film but not more than once in a 36 month period,
 - tracing of radiograph,
 - interpretation of radiographs from another source,
 - tomography,
 - hand and wrist,
 - tests and laboratory examinations,
 - treatment planning,
 - consultation
- b) preventive services:
 - dental polishing and topical fluoride (once every 9 months),
 - preventive recall package (once every 9 months),
 - oral hygiene instruction (once every 9 months),
 - occlusal equilibration,
 - space maintainers
- c) plastic fillings
 - caries control,
 - trauma control,
 - amalgam,
 - acrylic or composite resin,
 - retentive pins,
 - preformed stainless steel crowns,
 - preformed polycarbonate crowns,
 - pin-reinforced amalgam and composite corepost
- d) oral surgery:
 - removal of erupted tooth • uncomplicated single tooth,
 - each additional tooth in same quadrant,
 - surgical removals,
 - removal of residual roots
- e) adjunctive general services:
 - anaesthesia,
 - professional visits,
- f) in office laboratory procedures

Exclusion

No benefit is payable for expenses for periodontal scaling and treatment.

Dental Insurance Provision - Denture Services

Eligible Expenses

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

- a) denture services:
 - denture repairs,
 - rebasing and relining (at least 6 months after installation of an initial or replacement denture but not more than once in any 36 month period),
 - remake partial dentures,

Exclusions

No benefit is payable for expenses for periodontal scaling and treatment.

Dental Insurance Provision - Periodontal and Endodontic Services

Eligible Expenses

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

- a) periodontal services:
 - non surgical services,
 - surgical services,
 - adjunctive periodontal services
- b) endodontic services:
 - pulpotomy,
 - root canal therapy,
 - apexification,
 - periapical services,
 - root amputation,
 - preparation of tooth for treatment,
 - hemisection,
 - bleaching,
 - intentional removal, apical filling and reimplantation,
 - emergency procedures
- c) surgical services:
 - removal of residual roots,
 - enucleation,
 - alveoplasty,
 - gingivoplasty and/or stomatoplasty,
 - osteoplasty,
 - surgical excision,
 - surgical incision,
 - fractures,
 - frenectomy,
 - miscellaneous

Dental Insurance Provision - Prosthetic Services and Prosthodontics (Removable)

Eligible Expenses

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

- a) Prosthetic Services - Prosthodontics - Removable:
 - complete dentures,
 - immediate dentures,
 - transitional dentures,
 - transitional partial dentures,
 - removable partial dentures,
 - complete and partial dentures,
 - denture adjustments (after 3 months' post insertion care),
 - partial denture additions
- b) in office laboratory procedures

Replacement of a prosthodontic appliance is an eligible expense if the replacement is required to replace an existing prosthodontic appliance which was installed at least 5 years before the replacement.

Limitation

The insurance for dentures does not cover charges for dental services with respect to congenital malformations or charges for services which are primarily for cosmetic or aesthetic purposes.