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No. OF EMPLOYEES	140		
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COLLECTIVE AGREEMENT

between

**CORPORATION OF THE *COUNTY* OF VICTORIA
(VICTORIA MANOR)**

(hereinafter called "The Employer")

OF THE FIRST PART

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1167**

(hereinafter called "The Union")

OF THE SECOND PART

EXPIRES MARCH 31, 1999

APRIL 1, 1996 TO MARCH 31, 1999

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APRIL 1, 1996 TO MARCH 31, 1999

NOW THEREFORE; the Employer and the Union hereby covenant and agree as follows:

ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the desire of both parties to this Collective Agreement;
- a) to maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer's employees;
 - b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - c) to encourage efficiency in the Employer's operation;
 - d) to promote the morale, well-being and security of the employees in the bargaining unit;
 - e) whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Victoria Manor Home for the Aged at Lindsay, save and except Supervisors and Directors, persons above the rank of Supervisor and Director, Registered Nurses, Office Staff, Students employed for the school vacation period, and persons employed for not more than twenty-four (24) hours per week.

2.02 No Other Agreement:

The Employer agrees not to make any agreement with any employee which conflicts with this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Employer:
- a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union);
 - b) to hire, discharge, direct, transfer, classify, promote, demote or discipline its employees;
 - c) generally to manage its Home for the Aged;
 - d) to introduce new and improved facilities and methods to improve the efficiency of its Home for the Aged.
- 3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Collective Agreement.

ARTICLE 4 - STRIKE/LOCK-OUT

- 4.01 The Employer undertakes that there will be no lockout, as defined in the Labour Relations Act, during the life of this Collective Agreement.
- 4.02 The Union undertakes that there will be no strike, as defined in the Labour Relations Act, during the life of this Collective Agreement.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 Neither The Employer nor the Union shall discriminate unjustly against any employee because of the employees race, creed, colour, nationality, ancestry, place of origin, political affiliation, marital status or place of residence, nor by their activity or lack of activity in the Union.

ARTICLE 6 - UNION SECURITY

6.01 Union Dues:

The Employer shall deduct Union dues from each payroll. These amounts shall be forwarded to the Union on or before the last day of that month together with a list of names of the employees from who pay cheques deductions have been made. The Union shall advise the Employer, in writing, of the amount of regular monthly union dues and changes thereto before said dues shall be deemed as authorized.

6.02 T-4 Slip's:

The amount of union dues deducted will be printed on an employee's T-4 slip.

6.03 The Union shall save the Employer harmless from any and all claims for amounts deducted from employees pay in accordance with the terms of this Article.

6.04 Correspondence Between the Parties:

All correspondence between the parties arising out of this Collective Agreement or incidental hereto shall be between the Manor Administrator and the Recording Secretary of the Union.

6.05 Notification of Staff Changes:

The Employer agrees to inform the Union of any particular appointment, hiring, lay-off, transfer, recall, or termination upon reasonable notice.

ARTICLE 7 - JOB SECURITY

7.01 Work of the Bargaining Unit:

Persons excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the lay-off, discharge of such employees, reduction in the number of employees, or for the purpose of controlling overtime.

7.02 Contracting Out:

No employee shall be laid off by the contracting out of any work normally performed by the bargaining unit. Contracting out to a unionized Employer who will employ the bargaining unit employees, who would otherwise be laid off is not a breach of this provision. Prior to any contracting out of such work, the Employer will discuss the reasons for the contracting out with the Union Committee.

ARTICLE 8 - COMMITTEES

8.01 Negotiating Committee:

The Union may appoint and the Employer shall recognize a Negotiating Committee (not to exceed three (3) members) which shall deal with any matter which arises for negotiation during the life of this Agreement.

8.02 No member of the Negotiating Committee shall suffer any loss of pay because of attendance at any negotiation, conciliation, or mediation meetings, or interest arbitration hearings, and any grievance meeting at the Manor or other direct meeting between the Committee and the Employer.

8.03 Seven (7) days' written notice in case of absence from the job concerning Union business must be given to the Administrator.

8.04 Union Representation:

An individual employee shall have the right at any time to request a representative of the Union to be present when dealing with the Employer.

8.05 Stewards and Grievance Committee:

The Employer recognizes the right of the Union to appoint one (1) Steward each to represent employees in the following departments, plus one (1) Steward to be the Chief Steward:

- a) Resident Care (e.g. R.P.N., Nursing Attendant, Adjuvant, Activities Co-ordinator and Activation Assistant);

- b) Housekeeping;
- c) Dietary;
- d) Laundry & Maintenance;
- e) part-time Staff.

8.06 The Union shall appoint and the Employer shall recognize a Grievance Committee of three (3) employees (a Chief Steward and two (2) members).

8.07 Upon the following conditions, a Steward may, without loss of pay, spend time during regular working hours assisting any employee at Stage #1 of the Grievance Procedure and a member of the Grievance Committee may spend time during regular working hours assisting any employee at Stage #2 of the Grievance Procedure providing:

- a) they obtain the consent of their Supervisor before leaving their regular work and report to their Supervisor upon returning to their regular work;
- b) the grievance must be one that must reasonably be dealt with during working hours; and
- c) they must be absent for no longer than is reasonably necessary to process the grievance.

8.08 **Health and Safety Committee:**

A Health and Safety Committee shall be established which is composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. This Committee shall meet as required, but not more often than once each two (2) months. representative may request a meeting and must submit an agenda if there is to be a meeting. This Committee shall jointly consider, monitor, inspect, investigate and review existing health and safety conditions and practices with a view to maintaining or improving same. All safety representatives shall co-operate in the observance and enforcement of safety regulations. An Employer's representative shall keep the minutes and distribute same to all Committee members.

ARTICLE 9 - SENIORITY

9.01 Seniority Defined:

Seniority is the ranking of employees in the bargaining unit as defined herein in accordance with their hiring dates.

Seniority shall be the governing factor in filling posted job vacancies or new positions, lay-off and recall, provided the senior employees have the necessary qualifications and experience to do the available work.

9.02 Seniority Lists:

The Employer shall prepare and maintain a seniority list within the said bargaining unit and will post a copy on the bulletin boards two (2) weeks after the last pay period in the year, a copy of the list to be forwarded to the Union.

9.03 Cancellation of Seniority:

An employees' seniority date shall be cancelled if:

- a) he/she resigns;
- b) he/she is discharged and is not reinstated through the grievance procedure;
- c) he/she is absent from work without a reasonable excuse for more than two (2) working days;
- d) he/she fails to notify the Employer as soon as reasonably possible of the reason for the absence where such absence was not arranged in advance with the Employer;
- e) being on lay-off, he/she fails to return to work within seven (7) days of the registration date of a letter sent to their last address on the Employers records informing that he/she is recalled to work;
- f) he/she is laid off for more than one (1) year.

9.04 Probationary Period:

During a newly hired employees' probationary period of four hundred and ninety-five (495) hours worked, he/she has all of the rights of any other employee under this Collective Agreement except the right to file a grievance upon discharge.

9.05 If an employees' seniority date is cancelled, his/her new seniority date is the date upon which he/she begins work again for the Employer.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Hours of Work:

The normal hours of work shall be seven and one-half (7 1/2) hours per day. There shall be a meal period of thirty (30) minutes unpaid between the third and fifth hours worked of each day.

10.02 Employees' work shall be scheduled so that they shall receive a minimum of one (1) weekend off every three (3) weeks. No employee shall be required to work more than seven (7) consecutive days. Off days shall be consecutive with the schedule posted at least two (2) weeks in advance of their effective date, and shall not be altered without the agreement of the employees' involved. No employee shall be required to work a split shift.

10.03 No employee shall be required to start work on a new shift until such employee has had at least fifteen (15) hours off.

10.04 Employees in the Nursing Department shall be scheduled to work the following hours:

Day Shift	-	7:00 a.m. to 3:00 p.m.
Afternoon Shift	-	3:00 p.m. to 11:00 p.m.
Night Shift	-	11:00 p.m. to 7:00 a.m.

Employees in the Nursing Department shall receive a thirty (30) minute unpaid lunch period between the third and fifth hours of their shift. If the employee is required to perform any work during his/her thirty (30) minute lunch period, they shall be paid for his/her full

lunch period at the rate of time and one-half. In addition, he/she shall receive an additional thirty (30) minute unpaid time off for lunch within the hour.

The Employer shall have the right to adjust the starting times above, but the adjusted times shall not vary from the above by more than one (1) hour in either direction.

10.05 **Break Periods:**

Employees shall be granted a paid fifteen (15) minute break during each half shift at times designated by the Employer.

ARTICLE 11 - OVERTIME

11.01 **Definition of Overtime:**

All time worked beyond the scheduled work day, the scheduled work week, or on a holiday, shall be considered as overtime.

11.02 **Payment for Overtime:**

Overtime rates shall be as follows:

- a) On a regular work day - time and one-half;
- b) On a regularly scheduled day off - time and one-half;
- c) On a holiday - time and one-half (plus the holiday pay as set out in Article 18 or another day off with pay at a time agreeable to the employee and the Employer, provided the employee is required to state at year beginning their desire to time in lieu or wage at time and one-half for overtime hours worked.
- d) On a work day that would otherwise be at time and one-half for the regular work day, then hours worked in excess of that regular work day shall be at double the employees regular hourly rate.

11.03 **Distribution of Overtime:**

Overtime shall be distributed equitably among those employees who normally perform the required work.

11.04 Voluntary overtime:

Overtime work is voluntary; however, the Union undertakes that employees will co-operate with the Employer when overtime is reasonably necessary. The Employer undertakes to endeavour to keep overtime to a minimum.

11.05 Call Back Guarantee:

If an employee who has left Victoria Manor and gone home at the completion of his/her normal hours, is called back to perform additional work, he/she shall be guaranteed a minimum of two (2) hours' pay at his/her straight time hourly rate, or the overtime rate, whichever is the greater. An employee called in on his/her day off shall be informed of the number of hours of work scheduled, and be guaranteed a minimum of three (3) hours' work or pay at the appropriate rate.

ARTICLE 12 - VACATIONS

12.01 Vacation Entitlement:

- a) Employees, after one (1) years continuous service shall be granted two (2) weeks vacation with pay.
- b) Employees, after three (3) years continuous service shall be granted three (3) weeks vacation with pay.
- c) Employees, after ten (10) years continuous service shall be granted four (4) weeks vacation with pay.
- d) Employees, after eighteen (18) years continuous service shall be granted five (5) weeks vacation with pay.

12.02 Vacation Pay Calculation:

All full-time employees shall receive vacation pay calculated on their current prevailing weekly wage or salary. Regular part-time employees shall receive a percentage of their earnings according to existing legislation. All other employees who receive an hourly or daily rate shall receive their vacation allowance according to existing legislation.

12.03 Leave of absence of thirty (30) working days or more per year shall reduce the vacation pay and earned vacation proportionately.

12.04 Vacation Schedules:

Vacation schedules shall be posted by April 1st of each year and finalized by May 1st of each year, and shall not be changed thereafter unless mutually agreed upon by the Employer and employee involved. Employees shall make application, in writing, dated and signed. The allocation of vacations shall be in accordance with seniority, but the Employer shall determine how many employees may be on vacation at any one time.

ARTICLE 13 - POSTING OF VACANCIES AND NEW POSITIONS

13.01 Posting of Vacancies and New Positions.:

Where a permanent vacancy in a position occurs or where a new position is created, or vacancies in excess of thirty (30) days worked, the Employer shall post a notice containing the following information, on the staff bulletin board:

- a) name of the position;
- b) a brief description of the duties involved;
- c) the qualification required;
- d) the remuneration;
- e) date of posting;
- f) time and closing date;
- g) shift.

13.02 Any employee who wishes to be considered for the position shall notify the Manor Administrator in writing, dated and signed. If no employee bids for the position within six (6) consecutive days of the date of posing, then the Employer may fill the position at his/her discretion. If bids are received, the senior applicant having the necessary qualifications and experience shall be given the preference with full-time employees being considered first.

13.03 If no bidding employee is qualified, then the Employer may fill the position at its discretion. In determining qualifications required of candidates for any position, the Employer shall set reasonable standards keeping in mind the duties to be performed.

- 13.04 A successful candidate for a position, if already an employee of the Employer, shall be on probation during his/her first two (2) months in the new position. If the position is an upgrading the employee shall receive ten (10) cents below the job rate for the trial period. If at any time during such period the candidate decides that he/she is unable to perform the required duties or if the Employer finds that he/she is unsatisfactory, he/she shall be returned to his/her former position without loss of seniority and his/her replacement shall have the right to return to his/her former position.
- 13.05 If the Employer is uncertain at the end of an employees trial period that the employee is capable of handling the job, then upon the agreement of the Employer and the Executive of Local 1167, the period of two (2) months may be extended.

ARTICLE 14 - NOTICE OF LAYOFF/LAYOFFS AND RECALLS

- 14.01 If the Employer finds it necessary to layoff employees for more than five (5) consecutive scheduled days of work, such lay-off shall be carried forward in accordance with the employees seniority within the bargaining unit. It is provided, however, that the Employer may retain employees not in accordance with seniority if such retention is reasonably necessary to keep the Department operational at a reduced capacity.
- 14.02 **Layoff by Seniority:**
- In the event that a reduction of the work force is required due to a decrease in workload, the Employer agrees that layoffs will be by seniority, so that employees with the least seniority will be laid off first, provided the employees remaining are willing and able to perform the available work.
- 14.03 **Recall Procedure:**
- Recall shall be made on the basis of seniority, provided those employees are willing and able to perform the available work. All employees who are on layoff will be given job opportunity before any new employee is hired into the bargaining unit.

14.04 Notice of Layoff to Employee:

No employee may be laid off until she has received four (4) weeks notice of layoff or appropriate pay in lieu thereof, and a copy of the notice will be sent to the Union.

14.05 Responsibility to Union:

In the event of a proposed layoff of a permanent or long-term nature, the Employer will:

- a) provide the Local Union with no less than sixty (60) days notice of such layoff;
- b) meet with the Local Union to review the following:
 1. the reasons causing the layoff;
 2. the service which the Employer will undertake after the layoff;
 3. the method of implementation, including the areas of cutback and the employees to be laid off.

14.06 The persons listed in Schedule B shall not be laid off by the Employer before October 1, 1998, unless and for the sole reason of an unforeseeable natural event which frustrates their continued employment.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 Definition of a Grievance:

A grievance is a claim by the Employer, by the Union or by an employee that this Collective Agreement has been violated.

15.02 The Grievance:

The grievance shall be:

- a) in writing;
- b) signed by the grievor;
- c) given to the party (or person) grieved against, or sent

by registered mail to that parties (or person's) address within ten (10) days of the occurrence of the events giving rise to the grievance.

- 15.03 Any grievance shall be dealt with in the following manner:

STAGE #1

An employees' grievance shall be given, in writing, to the Manor Administrator. If it is not settled by the Manor Administrator within two (2) working days, it shall be delivered by hand, or sent by registered mail to the Director of Human Resources within a further period of ten (10) days.

STAGE #2

The Director of Human Resources, together with such persons as the Employer may desire, shall meet with the Union's Grievance Committee and/or National Representative of the Union within ten (10) days of the date the grievance was given or mailed to him/her and they shall attempt to settle the grievance. If the grievance is not settled within such ten (10) day period, then either party may notify the other, in writing, within a further period of ten (10) days that it wishes to proceed to arbitration with the grievance. The notice shall contain a copy of the grievance and the name and address of that parties nominee to the proposed Arbitration Board.

- 15.04 a o ee:

An employee with the assistance of his/her Steward, if they so wish, shall discuss any complaint he/she may have relating to his/her employment under this Collective Agreement, with his/her Supervisor, and if the complaint cannot be settled within two (2) working days, he/she may file a grievance.

- 15.05 **Complaint by the Union:**

The Union shall discuss any complaint relating to this Collective Agreement with the Manor Administrator, and, if the complaint cannot be settled within two (2) working days, the Union may file a .grievance with the Manor Administrator.

15.06 Complaint by the Employer:

The Manor Administrator shall discuss any complaint relating to this Collective Agreement with the Union, and if the complaint cannot be settled within two (2) working days, the Manor Administrator may file a grievance against the Union or the employees concerned.

15.07 Grievance Under Article 15.05 or 15.06:

A grievance of the Employer or the Union under Article 15.05 or Article 15.06 shall be sent by registered mail or delivered by hand to the Director of Human Resources or the designated representative of the Union herein (Article 6.04) as the case may be. The parties shall meet within ten (10) days of the date the grievance was delivered by hand or sent by Registered Mail in an attempt to settle the grievance. If it is not settled within such ten (10) day period, then either party may notify the other in writing within a further period of ten (10) days, that it wishes to arbitrate the grievance. The notice shall contain a copy of the grievance and the name and address of that parties nominee to the proposed Arbitration Board.

15.08 Discharge, Suspension & Discipline:

- a) If an employee with more than four hundred and ninety-five (495) hours continuous service is suspended or discharged, he/she shall be informed at the time, in writing, of the reason for such suspension or discharge, and a copy shall be sent to the Union.
- b) If the Union feels that an employee has been unjustly suspended or discharged, it shall deliver a grievance not later than the fifth (5th) day after such suspension or discharge and the grievance shall be taken up at Stage #2 of the grievance procedure immediately.

15.09 Personnel File:

An employee may have access to their personnel file at a prearranged time and in the presence of a member of the Human Resources Department. No material may be removed from the file, but a copy of any report will be provided to the employee at the request of the employee.

Clearing of Employees Record:

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided the employees record has been discipline-free for such twenty-four (24) month period.

15.10 Grievance Form:

All employee grievances shall be submitted on a form provided by the Union and approved by the Employer.

15.11 Days/Working Dave:

Wherever the words, "days" or "working days" appear, they shall exclude Saturdays, Sundays and/or Statutory Holidays.

ARTICLE 16 - ARBITRATION

16.01 The party grieved against shall notify the grieving party of the name and address of its nominee to the proposed Arbitration Board within ten (10) days of the receipt by it of the notice of intention to arbitrate.

16.02 The two (2) nominees shall, within ten (10) days of the appointment of the second of them, select an impartial Chairperson, but if such Chairperson cannot be agreed upon within the day (10) day period, then the nominees shall jointly request the Minister of Labour for Ontario to make such an appointment.

16.03 NO person shall be appointed as an arbitrator who has been involved in any attempt to settle the grievance or who has acted as a paid agent, attorney or solicitor for either party.

16.04 Expenses of the Board:

Each of the parties shall bear the expenses of its own representative to the Board of Arbitration, and the parties shall jointly and equally bear the expense, if any, of the third party to the Board of Arbitration.

- 16.05 No matter shall be submitted to the Board of Arbitration which has not been properly carried through all the previous steps of the above grievance procedure.
- 16.06 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement nor alter, modify or amend any part of this Collective Agreement except if there has been a mutual mistake. The Board of Arbitration shall consider only the question in dispute.
- 16.07 **Decision of the Board:**
- The decision of the majority of the Board of Arbitration is the decision of the Board. If there is no majority decision, the decision of the Chairperson is the decision of the Board. The Board's decision is final and binding on the parties and any employees affected by it.
- 16.08 If the Board of Arbitration finds that an employee has been discharged or disciplined contrary to this Collective Agreement, then the Board may order the Employer to reinstate such employee with or without compensation or make any such award as it may deem just.
- 16.09 **Sole Arbitrator:**
- If both parties are in agreement the Board of Arbitration outlined above may be replaced by a Sole Arbitrator.
- a) The party grieved against shall supply to the grieving party a list of five (5) potential Arbitrators within ten (10) days of the mutual agreement by the parties to proceed under this Article.
 - b) The parties shall, within ten (10) days, select a sole arbitrator, but if the Arbitrator cannot be agreed upon within the ten (10) day period, then the parties shall jointly request the Minister of Labour for Ontario to make such an appointment.
 - c) Each of the parties shall jointly and equally bear the expense, if any, of the sole Arbitrator.
 - d) All other Articles outlined above pertaining to a Board of Arbitration shall apply as well to the Sole Arbitrator process.

16.10 Time Limits:

The time limits fixed in both the grievance procedure and the arbitration procedure herein may be extended by mutual written agreement of the parties.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Personal Leave of Absence:

The Employer may grant a leave of absence to an employee who requests same in writing seven (7) days in advance, if possible, setting out the reasons for such a request. Employees shall use any certified lieu days unused at the time of the request if they are not applied for, and granted on the posted schedule. Employees shall reimburse the Employer for benefit coverage costs for the leave of absence in excess of five (5) working days.

17.02 Union Convention/Conferences:

No more than three (3) full-time and one (1) part-time employee who have been elected or appointed by the Union to attend Union Conventions or Conferences shall be granted a leave of absence to attend to such duty or conference, provided a minimum of ten (10) days notice is given and provided *that* no more than one (1) person from any one (1) department will be granted such leave except in the classifications of Nursing Attendants where two (2) full-time and one (1) part-time employee may be off at any one (1) time. The Employer shall maintain the regular wages and benefits for employees on leave under this Article and shall bill the Local Union monthly for the wages paid. The Local Union shall reimburse the Employer during the succeeding month of being billed.

17.03 Union Office/Political Office:

If any employee is elected or appointed to a Union Office, he/she shall be granted a leave of absence of one (1) year on reasonable notice to the Employer. If an employee is elected to a political office for a term in excess of two (2) years, he/she shall not be granted an extension of this two (2) year leave of absence. However, if he/she wishes to return to his/her employment with the Employer, he/she shall be given the first available opening without seniority in the Department

which he/she left, providing he/she are willing and qualified to do the job.

17.04 Bereavement Leave:

Employees shall be granted paid leave of absence in the event of a bereavement in the family.

a) Relationship of Deceased:

The Employer shall pay an employee up to three (3) days pay at the employees straight time hourly rate for all regularly scheduled work hours lost in the event of the death of an employees wife, husband, father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parents, grandparents, common law spouse (as defined by the Family Law Reform Act), grandchildren, or foster child.

b) Length of Leave:

Such leave consists of up to three (3) days and shall be taken to coincide with the date of the funeral. If necessary, additional leave of absence, without pay, may be granted at the discretion of the Employer.

c) Former Relationships:

Common-law status is recognized but in no event shall an employee be eligible for leave for a former common-law relationship or a relationship by marriage which has since been terminated by divorce or annulment.

d) Geographical Distance of Funeral:

When an employee cannot attend the funeral of an immediate family member because of geographical distance, they shall receive one day's pay at their regular rate for the day of the funeral. Such payment will be made only in respect to the employees absence from work on a regularly scheduled work day.

e) pallbearer:

A one (1) day leave of absence shall be granted without loss of salary or wages to attend a funeral as a pallbearer. A request for such leave shall be given

twenty-four (24) hours in advance of such leave unless, under extenuating circumstances, such notice of time was not possible.

f) Scheduled Vacation:

In the event that bereavement leave is required while an employee is on a pre-scheduled paid vacation, such paid vacation shall be re-credited to the employee.

g) Verification:

The Employer reserves the right to request proof in all of the above stated instances.

Note:

This section shall apply to all full-time and part-time employees for scheduled hours (not call-ins).

17.05 Pregnancy/Parental/Adoption Leave:

- a) The Employer shall grant an employee Pregnancy and/or Parental Leave as per the Employment Standards Act.
- b) An employee interested in more detailed information about their Pregnancy and Parental Leave entitlement under the Employment Standards Act should contact the Human Resources Department for a summary sheet that fully outlines the current provisions applicable to such leave.

17.06 Jury Duty and Crown Witness Fees:

The Employer shall pay an employee who is required for Jury service or as a Crown witness for each day of such service, the difference between his/her straight time hourly rate for the number of hours he/she normally works on his/her regular shift and the payment they received for Jury service or as a Crown witness. The employee will present proof of service and the amount of pay received.

ARTICLE 18 - PAID HOLIDAYS

18.01 Each of the following days shall be a paid holiday:

New Years' Day	Civic Holiday (1st Mon. in Aug.)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Two (2) Float Days (to be taken at a time mutually agreeable to, between the employee and Employer. When the Government declares an additional holiday - National Heritage Day, or its facsimile, one (1) of the Float Days shall become and remain the additional paid holiday).

In order to be eligible for a Float Day holiday, the employee must have rendered a minimum of six (6) months full-time service. Float Day must be taken within the calendar year prior to December 15th. of that year.

18.02 Christmas Day/New Years Day Off:

The Employer will allow the employees either Christmas Day or New Years Day off, and they shall rotate from one to the other each year.

18.03 Holiday Pay:

Each employee shall receive one (1) days pay for each of the aforementioned holidays.

18.04 Working on a Holiday:

An employee required to work on any of the aforementioned holidays shall be paid at the rate of one and one-half (1 1/2) times his/her regular straight time hourly rate in addition to his/her holiday pay. (See Article 11). To qualify for the Holiday pay, an employee must work his/her last scheduled shift before the holiday, and his/her first scheduled shift after the holiday, unless absent due to illness or authorized leave of absence.

18.05 An employees last scheduled shift is the last shift which that particular employee is required to work (which is not necessarily the last shift worked by other employees before the holiday) - i.e. an employee on leave of absence.

18.06 Holiday During Vacation:

If a paid holiday occurs during an employees vacation, he/she shall be paid for the holiday in addition to his/her vacation pay, or be given an extra day off in lieu thereof. Lieu days to be taken by mutual consent within sixty (60) calendar days after date of entitlement.

ARTICLE 19 - CLASSIFICATION OF EMPLOYEES, WAGES AND ALLOWANCES

19.01 Employees shall be classified and paid in accordance with the Schedule attached hereto and being Schedule "A" to ~~this~~ Collective Agreement.

19.02 The Employer shall pay wages every other Thursday.

19.03 On each pay day each employee shall be provided with an itemized statement of their wages and deductions.

19.04 The Employer shall not hold back more than two (2) weeks wages.

19.05

Employees classified as Cook will receive a twenty-five (25) cent per hour premium when the Food Services Supervisor or Dietary Supervisor are not on duty.

19.06 Clothing Allowance:

An annual clothing allowance of ninety (90) dollars will be paid in the first full pay period in January to all full-time employees with over three (3) months service, to purchase a uniform acceptable to the Employer. A new employee, after three (3) months service, shall receive an amount pro-rated from the completion of three (3) months service to December 31st. of that year. An employee terminating within the year shall refund to the Employer an amount pro-rated from the date of termination to year-end.

19.07 Pay During Temporary Transfer:

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for one (1) full shift or more, he/she shall receive the rate for

the job during such temporary period for each hour worked at the higher paying position.

When an employee is temporarily assigned to a lower paying position for one (1) shift or more, he/she shall receive his/her former rate for each hour worked at the lower paying position.

19.08 Shift Premium:

Employees scheduled to work afternoon and night shifts shall receive thirty-five (35) cents for each hour so worked.

Any employee whose scheduled hours of work involve part of the day and afternoon shifts shall be entitled to a shift premium if more than fifty (50) percent of the total scheduled hours occur after the start of the afternoon shift (3:00 p.m.). The shift premium shall be paid for only those hours worked after 3:00 p.m.

19.09 Lead Hands:

The Employer may at its sole discretion, assign employees to act as Lead Hands. These employees will receive a premium of twenty-five (25) cents per hour for the hours acting as a Lead Hand.

ARTICLE 20 - BENEFITS

20.01 Definitions:

In this section:

Bull Time Employee:

Full time employee means an employee that is hired to work full time on a regular basis and has successfully Completed a three (3) month probation period.

Short term Disability:

Short term disability means any injury or sickness that is less than one hundred and nineteen (119) consecutive calendar days.

Reduced Sick Leave Benefit:

Reduced sick leave benefit means a sick day or sick days that is/are paid out at sixty-six and two thirds (66 2/3) percent of the employees base hourly rate.

Full Sick Leave Benefit:

Full sick leave benefit means a sick day or sick days that is/are paid out at one hundred (100) percent of base hourly rate.

Common Anniversary Date:

To be November 1st.

Benefit Year:

The benefit year shall be the period between November 1st., and October 31st., the next following.

Long Term Disability (LTD):

Is any injury or sickness that is continuous for more than one hundred and nineteen (119) calendar days, and is eligible for coverage under the Insurance Contract in effect at that time.

Total Disability (TD):

Total Disability means that, if as a result of injury or sickness the full time employee is unable during the qualifying period and the twenty-four (24) month period immediately following, to perform the regular duties of their job in which they were engaged immediately prior to the commencement of the disability and following the expire of the twenty-four (24) month period (above mentioned) the employee is still unable to perform the duties of any occupation for wage or profit within the range of the employees education, training or experience. Then subject to a determination by the insurance carrier the employee will be considered to have total disability.

20.02

Upon the freezing of the existing sick leave plan, employees that have an accumulated bank will be entitled to twenty-five (25) percent of their sick leave bank rounded to the nearest day, as full sick leave benefit.

- 20.03 Every full time employee shall be entitled to reduced sick leave benefits. The maximum number of days at full sick leave benefit a full time employee may use, in a benefit year, is eighty-five (85) working days.
- 20.04 If a full time employee uses all his/her days of full sick leave benefit in the benefit year, any additional sick leave days will be at the reduced sick leave benefit rate.
- 20.05 A full time employee who is off sick on the common anniversary date shall have his/her sick leave restored subject to the following provisions;
- a) the employee has returned to work for ten (10) consecutive days, or
 - b) the employee returns to work for five (5) consecutive days and is absent for an unrelated injury or sickness.
- 20.06 Every full time employee will be covered under this plan providing they have met the provisions set out in Article 20.05 clauses a) and b), and they qualify under the provisions of the benefit contract in effect.
- 20.07 **Medical Practitioner's Certificate:**
- Any full time employee who is off sick under this plan for three (3) consecutive working days, and returns to work will be required to produce a legally qualified Medical Practitioners Certificate stating they are physically fit to return to normal duties. No exceptions! If a certificate is not produced the employee will not receive any payment for such sick time until they do produce one.
- The Employer reserves the right to question any absence of an employee no matter what the duration. The Employer may require that the employee be examined by an independent, legally qualified medical practitioner at the Employer's expense.
- 20.08 _____
- While a full time employee is on short term disability, the Employer shall continue to pay the employees health benefits as set out in this Collective Agreement.

20.09 **Long-Term Disability Benefit:**

Upon the completion of one hundred and nineteen (119) consecutive calendar days of sickness, and the employee is unable to return to work, the employee would then qualify for the Long-Term Disability Benefit.

20.10 No short term disability benefit may be used by a full time employee for any injury or sickness while on a scheduled leave of absence whether paid or unpaid.

20.11 **Eligibility Exceptions:**

All full time employees are eligible for short term disability benefits, except in the event of;

- a) suicide, self-destruction, or any attempt there at;
- b) declared or undeclared act of war;
- c) service in the armed forces of any country;
- d) pregnancy, childbirth, or complications therefrom, except as provided under the Employment Standards Act.

20.12 **Leave of Absence Beyond Ten Days:**

When an employee has been granted leave of absence extending beyond ten (10) working days without pay for any reason, the benefits of the Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability shall not apply during the period of leave of absence except as provided under the Employment Standards Act, or the employee pays the premium.

20.13 **Supplementation of Compensation Award:**

An employee who has completed the necessary probationary period and is prevented from performing his/her regular work with the employer on account of an occupational accident (injured while on the job) that is recognized by the Worker's Compensation Board as compensable within the meaning of the Workers Compensation Board Act shall receive the amount payable by the Worker's Compensation Board for one hundred and nineteen (119) consecutive days Or until Worker's Compensation Board has agreed to final settlement, whichever is the lessor.

The Worker's Compensation cheque will go directly to the employee.

After one hundred and nineteen (119) consecutive days the terms of the long term disability plan becomes effective.

20.14 Benefits under the Long Term Disability plan will be seventy-five (75) percent of monthly earnings, to a maximum of four thousand (4,000) dollars per month and is directly offset by CPP/QPP frozen primary disability benefits and Worker's Compensation benefits. The Long Term Disability benefit will be offset further by any other disability income, once income from all other sources exceeds eighty-five (85) percent of the employees pre-disability monthly earnings.

Income from all other sources includes disability benefits payable under any other government plan, any salary continuation plan, any other group insurance disability benefit plan, any OMERS Pension benefits, and any retirement benefits.

20.15 The Employer agrees that it will not force a member to apply for OMERS disability benefits.

20.16 **Long Term Disability:**

- a) The Employer agrees to provide the Union with the complete insurance agreement and any addendum's there to;
- b) Payment/payments out of the Long-Term Disability plan will be the sole responsibility of the insurance carrier as engaged by the Employer;
- c) While an employee is on Long-Term disability, the Employer agrees to pay the premiums for Extended Health Care coverage on behalf of the employee for two (2) years from the first day of coverage under the Long-Term Disability plan;
- d) The Employer agrees to guarantee an employees job while on Long-Term Disability for two (2) years from the date of the first day paid under the Long-Term Disability agreement, after which time the employees services will be terminated with the Employer;
- e) The Employer agrees to pay one hundred (100) percent of the premiums for the Long-Term Disability plan;

- f) The Union agrees that any premium received through Unemployment Insurance Commission premium reduction will be used to offset the cost of this benefit;
- g) There will be no vacation credits, vacation pay, or statutory holiday pay paid to the employee by the Employer while the employee is receiving benefits under the Long-Term Disability plan nor will credit for such be given or paid upon the employees return to work;
- h) An employee who has been terminated by the Employer by virtue of receiving Long-Term Disability benefits for the two (2) year period and is subsequently re-hired by the Employer for a job which the employee is capable of performing by virtue of his/her ability, training and experience, shall have his/her seniority re-instated inclusive of the two (2) years on Long-Term Disability.

20.17 **Long Term Disability Limitations:**

- A) No benefits shall be payable under this Benefit Provision for or on account of:
 - a) Any accidental bodily injury or sickness or related injury or sickness if in the ninety (90) day period preceding the effective date of their insurance under this benefit provision an employee;
 - i) received any services or supplies, or
 - ii) consumed either orally or by injection any medications prescribed by a physicianfor or on account of that injury or sickness or related injury or sickness unless the employee;
 - i) was a full time employee of the Employer when their group or union joined the plan
 - ii) has not received any services or supplies, and
 - iii) has not consumed either orally or by injection any medications prescribed by a physician for that injury or sickness or related injury or sickness for a ninety (90) day period ending on or after the date the employee last became insured thereunder.
 - b) an accidental bodily injury arising out of or in the course of any employment for remuneration or profit other

than with the Employer,

- c) accidental bodily injury or sickness which is the result of war declared or undeclared,
 - d) any sickness due to mental or emotional disorder of any type after twenty-four (24) months of benefit have been paid,
 - e) intentionally self-inflicted bodily injury or sickness,
 - f) a bodily injury or sickness which results from committing or attempting to commit an assault or crime,
 - g) a sickness due to alcoholism, drug addiction or the use of any hallucinogenic or stimulating agent taken voluntarily unless;
 - i) the sickness is specifically documented as being an organic condition, or
 - ii) the employee is undergoing an alcoholic or drug addiction rehabilitation program that has received the prior approval of the Company but only while the employee is undergoing the program of rehabilitation.
- B) No benefit shall be payable for a disability due to pregnancy:
- a) during the period which commences with the tenth (10th.) week prior to the expected week of confinement for pregnancy and which ends with the sixth (6th.) week after such confinement,
 - b) during any period of formal maternity leave taken by the employee pursuant to provincial or federal law or pursuant of mutual agreement between the employee and her employer, or
 - c) during any period for which the employee is paid Unemployment Insurance maternity benefits.
- C) No benefits shall be payable for or on account of an accidental bodily injury or sickness:
- a) for which the employee is not continuously under the regular care and attendance of a physician, and

b) if the sickness is due to a mental or emotional disorder of any type, for which the employee is not receiving continuing treatment from a physician who is certified in psychiatry.

D) Any other limitations included in the contract in force at the time.

20.18 Coverage:

The Employer shall provide Extended Health Care Coverage to provide private hospital coverage, and a thirty-five (35) cent direct drug benefit.

20.19 Dental Plan:

There shall be a dental coverage plan equal in benefits to Blue Cross #9 and based on the current O.D.A. fee schedule one (1) year in arrears which may change from time to time effective the first of the month following one (1) clear month after ratification. The premium cost shall be shared equally on a fifty/fifty (50/50) percent basis between the Employer and the employee involved. Participation shall be voluntary on the part of any employee. Once enrolled, the employee must remain enrolled.

20.20 Group Life Insurance:

The Employer agrees to pay one hundred (100) percent of the premium costs for Group Life insurance coverage on each regular full time employee, at a face value of two (2) times the employees annual salary rounded to the next highest one thousand (1000) dollars. Annual salary to be calculated for hourly rated employees as normal hours per work week times fifty-two (52) weeks times employees normal hourly wage.

20.21 Increase in insurance coverage due to increased in wages shall become effective on the first (1st.) of the month immediately following the wage increase settlement.

20.22 Accidental Death and Dismemberment Plan:

The Employer agrees to pay one hundred (100) percent of the premium costs for Accidental Death and Dismemberment Insurance Coverage on each full time regular employee at a face value of two (2) times the employees annual

regular wage, rounded to the next highest one thousand (1000) dollars. To be calculated the same as per the Group Life insurance.

Note:

All payments of premium cost shall commence after the first three (3) months of employment.

20.23 Limitations for Accidental Death, Dismemberment and Specific Loss Benefits:

No indemnity shall be payable if the death or injury of the employee results from or was in any manner or degree associated with or occasioned by:

- a) suicide while sane or insane;
- b) viral infections; bacterial infections (except pyogenic bacterial infections which occur with and through an accidental bodily injury); any form of disease or illness or physical or mental infirmity; medical or surgical treatment;
- c) air travel, ascent or descent except as provided in the following section entitled Air Travel Accidents.

Air Travel Accidents:

- i) Notwithstanding, item (c) in the section entitled "Limitations" an insured person who is travelling as a passenger in a aircraft properly licensed and flown by a pilot properly certified to fly such aircraft shall be entitled to the benefits described herein.
- ii) Notwithstanding anything to the contrary expressed or implied in i) above, in no event shall benefits be provided;

for an insured person who is acting in any capacity as a member of the crew,

for any loss which occurs as a result of travel in an aircraft owned, leased or rented by the Employer.

20.24 **O.M.E.R.S. Pension Plan:**

Every new regular employee shall join the Employees Pension Plan. Payment will be made equally by the Employer as per OMERS standard deduction table provided by OMERS which is integrated with the Canada Pension Plan.

ARTICLE 21 - GENERAL CONDITIONS

21.01 **Job Description:**

The Employer shall prepare a new job description whenever a new job is created. 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 arbitration for determination.

21.02 Wherever the singular or masculine is used in this Collective Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

21.03 **Disabled Employees Preference:**

In the event that an employee sustains injuries at work or becomes afflicted by any occupational disease during the course of his/her employment and becomes physically handicapped as a result thereof, every effort will be made by the Employer to give the handicapped employee such suitable employment as is available.

ARTICLE 22 - DURATION

22.01 This Collective Agreement shall become effective as of April 1st., 1996 and shall remain in force until March 31st., 1999. Notice that amendments are required or that either party intends to terminate this Collective Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Collective Agreement or to any anniversary of such expiration date.

22.02 Upon receiving notice under .Section 22.01, the party receiving notice shall commence bargaining as soon as reasonably possible, with a view to making a new Collective Agreement.

APRIL 1, 1996 TO MARCH 31, 1999

22.03 During bargaining, the Collective Agreement shall continue in full force and effect until such time as conciliation services have been applied for and the parties are in a position to lawfully strike or lockout, or until a new Collective Agreement has been signed.

Signed in Lindsay, Ontario this ~~1st~~^{1st} day of December, 1997.

FOR THE UNION

FOR THE EMPLOYER

Wm. Bell
George Brown

~~_____~~
~~_____~~
~~_____~~
~~_____~~

APRIL 1, 1996 TO MARCH 31, 1999

SCHEDULE "A"

<u>POSITION</u>	<u>GRADE</u>	<u>RATES OF PAY EFFECTIVE</u>		
		<u>JAN. 1/94</u>	<u>JAN. 1/98</u>	<u>_____</u>
R.P.N. MAINTENANCE	7	\$ 15.04	\$ 15.19	\$ 15.34
ACTIVITIES COORDINATOR NURSING ATTENDANT	6	14.55	14.70	14.a5
ADJUVANT COOK	5	14.13	14.28	14.43
VACANT	4			
VACANT	3			
HANDYPERSON DIETARY LAUNDRY HEAVY DUTY CLEANER ACTIVITIES ASSISTA" SEAMSTRESS	2	13.61	13.76	13.91
LIGHT DUTY CLEANER	1	13.42	13.57	13.72

Probationary Employees Hired on or Before April 4, 1997:

Probationary employees shall be paid fifty (50) cents per hour below the classification hired into and shall progress to the job rate as outlined in Schedule "A" above at the rate of twenty-five (25) cents per hour increase after four hundred and ninety-five (495) hours continuous service and the job rate at nine hundred and ninety (990) hours of continuous service.

Probationary Employees Hired After April 4, 1997:

Probationary employees shall be paid two (2) dollars per hour below the classification hired into and shall progress to the job rate as outlined in Schedule "A" above at the rate of one (1) dollar and fifty (50) cents per hour increase after four hundred and ninety-five (495) hours continuous service and the job rate at nine hundred and ninety (990) hours of continuous service.

SCHEDULE "B"

The persons listed in this Schedule shall not be laid off by the Employer before October 1st., 1998, unless, and for the sole reason of an unforeseeable natural event which frustrates their continued employment:

KERNICK, Bonnie
KOLLI, Ada
KENNEDY, Margaret
CARDER, Carol
WOOLDRIDGE, Debbie
JOYCE, Janet
MALICKI, Teresa
MULLEN, Lorraine
FORGET, Patricia
MCMILLAN, Marlene
PURVIS, Maureen
CHURCHER, Linda
SOPER, Allison
NORTHEY, Barb
PAEDEN, Jane
KATCHER, Shirley
MASTERS, Mildred
LAINSBURY, Margaret
BURNS, Kathy
MCLEAN, Peter
LANE, John
WRIGHT, Eleonora
O'NEILL, Bernice
BOWINS, Marion
EDNEY, Dwayne
GRILLS, Lynette
NYE, Susan

GALLAGHER, Lee Ann
MCGRORY, Catherine
CAVE, Shirley
LAMANTIA, Doreen
VERBIK, Finni
BERGS, Barb
JANSCIK, Sheila
HOWE, Connie
HANEY, Karen
CRAWFORD, Sue
FLEMING, Kathy
CRUM, Liz
HOPKINS, Betty
HEMMINGER, Carolyn
BENNS, Mina
GROZELL, Nancy
CATTON, Lynda
SOVA, Iva
DARLING, Phyllis
DANILKO, Eileen
BURGOMASTER, Doris
BAILEY, Judy
NESBITT, Barb
GREER, Roger
CARR, Barb
HICKEY, Jean
FERGUSON, Sharon

APRIL 1, 1996 TO MARCH 31, 1999

LETTER OF AGREEMENT

between

CORPORATION OF THE COUNTY OF VICTORIA
(VICTORIA MANOR)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1167

The parties are in agreement that:

Local 1167, Local 855-9 and Local 855-10 will commence negotiations within thirty (30) days of the date of ratification of this collective Agreement in order to conclude and agree on a Corporation wide Modified Work Plan.

Signed in Lindsay, Ontario this 1st day of December, 1997.

FOR THE UNION

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

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ADDENDUM TO THE COLLECTIVE AGREEMENT

between

**CORPORATION OF THE *COUNTY* OF VICTORIA
(VICTORIA MANOR)**

(hereinafter called "The Employer")

OF THE FIRST PART

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1167**

(hereinafter called "The Union")

OF THE SECOND PART

This Addendum shall be a part of the Collective Agreement between the Employer and the Union and shall apply to the part-time employees described in Article 1 below.' The terms and conditions of the Collective Agreement shall apply to the part-time employees except where stated in Article 2 below.

ARTICLE 1 - RECOGNITION AND SCOPE

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees (referred to as "the part-time employees") at Victoria Manor at Lindsay, regularly scheduled for not more than twenty-four (24) hours per week, and students employed for the school vacation period, save and except Supervisors and Directors, persons above the rank of Supervisor and Director, Registered Nurses, Graduate Nurses and Office Staff.

1.02 Union Dues:

The Employer shall deduct Union dues from each payroll. The Employer shall deduct and forward such dues to the Treasurer of the Union each month. The Union shall save the Employer harmless from any and all claims for amounts deducted from employees pay in accordance with the terms of this Article.

ARTICLE 2 - NON-APPLICABLE COLLECTIVE AGREEMENT PROVISIONS

2.01 The following Articles of the Collective Agreement do not apply to part-time employees in any way:

Article 2 - Recognition and Scope
2.01

Article 6 - Union Security

Article 9 - Seniority

Article 10 - Hours of Work

10.01

10.02

10.03

10.04

Article 12 - Vacations

Article 14 - Notice of Layoff/Layoffs and Recalls

Article 17 - Leaves of Absence

17.05

17.06

Article 18 - Paid Holidays

Article 19 - Classification of Employees, Wages and Allowances

19.01
19.05
19.06
19.09

Article 20 - Benefits

Article 21 - General Conditions

21.01
21.04

ARTICLE 3 - VACATION PAY

3.01 Employees covered by this Addendum shall be granted vacations with pay as follows:

- a) less than four thousand and five hundred (4,500) hours worked - Employment Standards Act;
- b) after four thousand and five hundred (4,500) hours worked - three (3) weeks at a total of six (6) percent of gross earnings;
- c) after fifteen thousand (15,000) hours worked - four (4) weeks at a total of eight (8) percent of gross earnings;
- d) after twenty-seven thousand (27,000) hours worked - five (5) weeks at a total of ten (10) percent of gross earnings.

3.02 Vacation Pay:

Part-time employees shall receive vacation pay in the first full pay period of March in each year.

ARTICLE 4 - PAID HOLIDAYS

4.01 The Employer shall pay employees who work on any of the paid holidays specified below at the rate of time and one-half (1 1/2) their regular rate of pay in addition to any holiday pay to which entitled, in accordance with the criteria set out in the Employment Standards Act of the

Province of Ontario and Regulations thereunder:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the above, part-time employees who have completed one thousand (1,000) hours of work, shall also be entitled to the civic Holiday and Easter Monday holidays in accordance with the criteria set out above.

ARTICLE 5 - JOB CLASSIFICATION AND RATES OF PAY

5.01 Employees shall be classified and paid in accordance with the Schedule attached hereto and being Schedule "A-1" to this Collective Agreement.

5.02 _____

For part-time employees, excluding students, who have completed their probationary period there shall be a twelve (12) percent premium paid for each hour worked in lieu of all fringe benefits (being those benefits paid to a full-time employee in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, court attendance, bereavement pay, clothing allowance and call-back guarantee).

ARTICLE 6 - OVERTIME

6.01 Overtime will not be paid unless the employee works over seven and one-half (7 1/2) hours in a day, or over thirty-seven and one-half (37 1/2) hours in a week.

ARTICLE 7 - JOB SECURITY

7.01 A separate roster for Registered Nurses Assistants, Certified Health Care Aides and all other employees shall be set-up for those employees who have worked sixty-six (66) shifts or four hundred and ninety-five (495) hours. Employees will be ranked in accordance with the number of shifts they have worked. Employees shall be called into work in rotation in accordance with their position on the

roster, unless an employee has worked in the previous fifteen (15) hours.

.02 An employee who has not rendered service for three (3) consecutive months shall be removed from the roster. Exceptions to this rule shall be made in cases of an employees personal illness (a medical certificate may be required) bereavement (as defined in this Collective Agreement), or an employee who has been granted leave of absence (e.g. - educational, vacation, or as set out under Article 17) by the Administrator or their designate. The Employer shall not unreasonably withhold its permission for leave of absence.

.03 A current copy of the roster shall be filed with the Union every six (6) months.

ARTICLE 8 - ALLOCATION OF WORK

.01 Part-time employees shall be offered work and placed on the work schedule in the order of their position on the part-time roster in jobs that they are qualified to perform.

.02 The Employer will give two (2) weeks advance scheduled notice of part-time work.

.03 Call-In's:

If a part-time employee is called in after the starting time of a shift, but reports for work within one (1) hour after the starting time, the employee shall be paid for the entire shift.

.04 NO part-time employee will be required to work more than twenty-four (24) hours per week unless mutually agreed to between the Employer and the employee.

ARTICLE 9 - FULL-TIME VACANCIES

.01 Part-time employees may apply for posted full-time vacancies and if such vacancy is not filled by a full-time applicant then a qualified part-time applicant shall be considered in accordance with their position on the roster, before a new employee is hired.

9.02 A part-time employee transferring to full-time shall be credited with full-time seniority based on one (1) full year for each two hundred (200) part-time shifts worked. A full-time employee transferring to part-time shall be placed on the part-time roster in accordance with two hundred (200) shifts worked for each full year of full-time seniority.

NOTE: The term "shift" as used in this addendum shall be defined as seven and one-half (7 1/2) hours worked, including accumulations of seven and one-half (7 1/2) hours to make a shift.

ARTICLE 10 - CLOTHING ALLOWANCE

10.01 A clothing allowance of thirty (30) cents per shift worked, or pro-rated to fifteen (15) cents per shift for four (4) hours worked or less per shift is to be paid as a lump sum payment for each year on the first pay of the following year.

Signed in Lindsay, Ontario this 1st day of December, 1997.

BOR THE UNION

BOR THE EMPLOYER

Shirley Love

Jay Bailey

Peter W. Leow

Wm. Pettit

Greg Brown

APRIL 1, 1996 TO MARCH 31, 1999

SCHEDULE "A-1"

<u>POSITION</u>	<u>GRADE</u>	<u>RATES OF PAY EFFECTIVE</u>		
			<u>JAN. 1/98</u>	<u>JAN. 1/99</u>
R.P.N.	7	\$ 15.04	\$ 15.19	\$ 15.34
NURSING ATTENDANT	6	14.55	14.70	14.a5
VACANT	5			
VACANT	4			
VACANT	3			
DIETARY AIDE LAUNDRY HEAVY DUTY CLEANER	2	13.61	13.76	13.91
LIGHT DUTY CLEANER	1	13.42	13.57	13.72
STUDENT		9.25	9.40	9.55

Probationary Employees Hired on or Before April 4, 1997:

Part-time employees, excluding students, shall start at fifty (50) cents per hour below the classification hired into and shall progress to the job rate as outlined in Schedule "A-1" above at the rate of twenty-five (25) cents per hour increase after four hundred and ninety-five (495) hours continuous hours worked and the job rate at nine hundred and ninety (990) hours of continuous hours worked.

Probationary Employees Hired After April 4, 1997:

Part-time employees, excluding students, shall start at two (2) dollars per hour below the classification hired into and shall progress to the job rate as outlined in Schedule "A-1" above at the rate of one (1) dollar and fifty (50) cents per hour increase after four hundred and ninety-five (495) hours continuous hours worked and the job rate at nine hundred and ninety (990) hours of continuous hours worked.

Green  Shield

CANADA

Where quality is more than a claim

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**COUNTY OF VICTORIA
CLASS C, CUPE Loc. 1167
VICTORIA MANOR**

GROUP #9646



WELCOME TO GREEN SHIELD CANADA

GREEN SHIELD CANADA is a not for profit organization whose reason for being is the enhancement of the common good. Our goal is to deliver and administer health and social service benefit plans with quality, efficiency and service excellence. We take pride in our contribution to society and continuously seek out innovative ways to improve and broaden our services to you.

GREEN SHIELD CANADA'S employees will put your needs first, being flexible and responsive to any requests or concerns you may have. Please call us toll free should you require information regarding your benefit plans.

For all claims inquiries contact Head Office in Windsor:

GREEN SHIELD CANADA 285 Giles Blvd. East P. O. Box 1606 Windsor, Ontario N9A 6W1	Toll Free Numbers General Inquiries Dental Pharmacy Vision, Hospital Nursing Home Health and Audio Out-Of-Province	Head Office 1-800-265-5615 or (519) 255-1133 1-800-265-0814 or (519) 255-1133, Ext. 911 1-800-265-4880 or (519) 255-1133, Ext. 912 1-800-265-5866 or (519) 255-1133, Ext. 913 1-800-265-5615 or (519) 255-1133, Ext. 914 1-800-265-5615 or (519) 255-1133, Ext. 298
GREEN SHIELD CANADA 195 Dufferin Avenue Suite 705 London, Ontario N6A 1K7	Telephone Toll Free Number	(519) 673-4410 1-800-265-4429
GREEN SHIELD CANADA 5001 Yonge Street Suite 1600 North York, Ontario M2N 6P5	Telephone Toll Free Number	(416) 221-7001 1-800-268-6613
GREEN SHIELD CANADA 777 West Broadway Suite 502 Vancouver, British Columbia V5Z 4J7	Telephone Toll Free Number From Alberta, British Columbia, Saskatchewan and Manitoba Only	(604) 872-4443 1-800-665-1494
GREEN SHIELD CANADA Purdy's Wharf Tower I 1959 Upper Water Street Suite 1502 Halifax, Nova Scotia B3J 3N2	Telephone Toll Free Number From Atlantic Provinces Only	(902) 422-5800 1-800-565-5620

OUTLINE OF BENEFITS

This Outline of Benefits, together with the individual benefit plans in this Employee Benefit Booklet, summarize your Green Shield benefits.

Be sure to refer to the General Information and the individual benefit plans for a complete explanation of your benefits, as well as any additional maximums, deductibles, limitations or exclusions which may apply. Details listed below apply to both you and your dependents.

PAY DIRECT PRESCRIPTION PLAN 7

Refer to Prescription Plan 7 for the eligible Drug Benefits you may receive. Please Note: Smoking Cessation products excluded.

- A co-payment of \$0.35 applies to each prescription

EXTENDED HEALTH SERVICES PLAN DK

Refer to Extended Health Services Plan DK for the eligible Health Care Benefits you may receive.

- A deductible does not apply
- Your co-insurance 100%
- Private Duty Nursing Benefits are unlimited

GREEN SHIELD DELUXE TRAVEL PLAN OI

Refer to the Green Shield Deluxe Travel Plan OI for the additional Out-of-Province/Country Benefits and assistance services you may receive. It is extremely important that you carry your Green Shield identification card with you when travelling outside your province of residence.

- e Your maximum is \$1,000,000.00 per calendar year for Emergency Services; and \$50,000.00 per calendar year for Referral Services (if not entirely covered by your Provincial Government Plan)
- e **Green Shield must be contacted by phone within 48 hours of commencement of treatment.** Green Shield, through consultation with the Assistance Medical Team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel.

SEMI-PRIVATE PLAN 2

Refer to Semi-Private Plan 2 for the eligible Hospital Benefits you may receive.

VISION PLAN 7

Refer to Vision Plan 7 for the eligible Vision Benefits you may receive.

- Your Vision Plan carries a maximum of \$75.00 every 24 months for prescription eye glasses and/or contact lenses and \$250.00 every 24 months for medically necessary contact lenses

AUDIO PLAN H1

Refer to Audio Plan H1 for the eligible Audio Benefits you may receive.

- Reimbursement will be made for the acquisition cost of the standard hearing aid by the provider, plus the pre-determined dispensing fee, once every 3 years

DENTAL PLAN 2B

Refer to Dental Plan 2B for the eligible Dental Benefits you may receive.

- A deductible does not apply
- Your co-insurance is 100% for Basic Services
- a Your overall plan maximum is unlimited
- Your eligible claims will be reimbursed at the level stated under the Eligible Services and in accordance with the current Ontario Dental Association Fee Guide for General Practitioners



GENERAL INFORMATION

COVERAGE

"Coverage" means that you are entitled to make a claim in respect of Eligible Services. The Eligible Services you may claim are described in each individual benefit plan.

"Covered Person" means you as a subscriber and your dependents (if applicable).

Coverage for you and your dependents is established by the Green Shield Benefit Plan Group Agreement with your Group's Schedule of Eligible Services in connection therewith. Your rights and your dependent's rights are governed by the Group Agreement.

MAXIMUMS, DEDUCTIBLES AND CO-PAYMENT (where applicable):

Charges in excess of the fee guide specified in your Agreement, as well as deductibles, co-payment and charges in excess of the Plan maximum, remain the responsibility of the subscriber.

IDENTIFICATION CARDS

You will receive two Green Shield Identification Cards showing your Green Shield benefit plans, as well as your group and patient numbers to be used on all claims and correspondence. Your patient number will end in 00, while each dependent's patient number will end in a different digit.

REIMBURSEMENT

1. Reimbursement shall be made for expenses incurred and paid by a covered person for Eligible Services provided such expenses:
 - a) are incurred and paid for services or supplies which are prescribed by, and given under the direction of your attending physician or dental practitioner.
 - b) in the opinion of Green Shield are usual, reasonable and customary.
2. Reimbursement shall be made by Green Shield's cheque drawn in your favour, or to the provider of services where applicable.
3. Reimbursement shall not be made for any Eligible Services unless the rates payable by your Group have been paid in full at the time the Eligible Service was rendered.
4. Interest shall not be payable under this Agreement.
5. All Eligible Services incurred and paid by a covered person shall be deemed to have been paid in Canadian dollars and reimbursement shall be made in Canadian dollars.

6. Reimbursement for Eligible Services must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred, with the exception of Dental Claims which must be submitted to Green Shield within 12 months from the date the Eligible Service was incurred.
7. Reimbursement will be made according to standard and/or basic services, supplies or treatment. Related expenses beyond the standard and/or basic services, supplies or treatment will remain your responsibility.

CO-ORDINATION OF BENEFITS

All claims must be co-ordinated with provincial government health plans in accordance with their regulations. Generally, the provincial government health plan is the first payor. Send claims first to the provincial government health plan and then to Green Shield for consideration of the unpaid portion.

Where you or your dependents have coverage with more than one carrier, send the original claim to the primary carrier, as defined below, then a copy of the claim and the primary carrier's payment statement to the secondary carrier.

The primary carrier for adults is the carrier for that adult's employer. For children, it is the carrier for the employer of the parent or guardian whose birthday falls earliest in the calendar year.

Claims shall be co-ordinated so that reimbursement from all coverages shall not exceed 100% of the actual claim.

SUBROGATION

Green Shield retains the right to subrogation if benefits paid on behalf of a covered person under this Agreement are or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of our subrogation rights. This right of subrogation only applies in provinces or states where subrogation is legally permitted.

ASSISTIVE DEVICES PROGRAM (A.D.P.)

A.D.P. is provided by the Ontario Ministry of Health to Ontario residents who have long term physical disabilities. A.D.P. will contribute a portion toward the approved cost of eligible devices to qualified residents.

A.D.P. covers several items, some of which are prosthetic devices, wheelchairs, respiratory devices, orthotic devices, hearing and visual aids. For specific benefit information, contact A.D.P. at 1-800-268-6021.

Green Shield's system is designed to co-ordinate with A.D.P. Eligible **A.D.P.** claims must be submitted first to A.D.P. who will pay their portion toward the approved cost, and then to Green Shield for consideration of the unpaid portion for Eligible Services.

INDIVIDUAL PAY-DIRECT COVERAGE

If coverage terminates under this Agreement as a result of termination of employment, you may apply to Green Shield within 60 days after such termination for Individual Pay-Direct Coverage (which is a restricted benefit package) issued by Green Shield provided that:

- the rates required by Green Shield for Pay-Direct Coverage are paid in advance with the application, and
- written application is made prior to the end of such 60 day period.

GENERAL EXCLUSIONS

Eligible Services do not include and reimbursement will not be made for:

1. Services or supplies received as a result of disease, illness or injury due to any of:
 - intentionally self-inflicted injury while sane or insane
 - an act of war, declared or undeclared
 - participation in a riot or civil commotion
 - committing a criminal offence
2. Failure to keep a scheduled appointment with a licensed medical/dental practitioner.
3. Services or supplies which are cosmetic in nature.
4. The completion of any claim forms and/or insurance reports.
5. Services or supplies which do not meet accepted standards of medical/dental/ophthalmic practice, including charges for services or supplies which are experimental in nature.
6. Services or supplies normally paid through any provincial government health plan, Workers' Compensation Board, the Assistive Devices Program or any other Government Agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made.
7. Services or supplies from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body.
- a. Services or supplies which are not recommended or approved by the attending physician/dentist.
9. Services or supplies that you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage.
10. Services or supplies which are legally prohibited by the government from coverage.
11. The replacement of lost, missing or stolen items, or items which are damaged due to negligence.
12. Services or supplies which arise out of an automobile accident, and you are entitled to benefits under the no fault benefit schedule of your automobile insurance policy, or under an applicable Insurance Act.

ADMINISTRATIVE POLICIES

Please be aware that Green Shield has Administrative Policies and has the right, at all times and from time to time, to create, adopt, amend, alter or revise such Administrative Policies.

Administrative Policies means those Administrative Policies and procedures of Green Shield, whether or not adopted in a manual, which define and create benefit plans, and which determine the administration and adjudication of claims for Eligible Services.

In order to properly administer the benefit plans in which you are enrolled, you may be required to provide health information records. In addition, information will be retained in Green Shield records for the purpose of *statistical* analysis. This information is maintained in accordance with Green Shield policies on confidentiality and will be used only in respect to claims administration and for Green Shield's statistical and administrative purposes. Green Shield reserves the right to publish the information in statistical or actuarial form, or in such other form, record or material, or in such publications as Green Shield determines. However, in no event will the name of any participant be used therein without his or her consent.

HOW TO CLAIM

All claims submitted to Green Shield will require the Green Shield patient number **for the patient who has received the benefit.** Refer to your Green Shield Identification Card for the proper patient number and to the individual benefit plans for detailed instructions on how to claim for specific benefits.

Claims which are filled out incorrectly will be returned.

Submit all claims to:

Green Shield Canada
285 Giles Blvd. East
P.O. Box 1606
Windsor, Ontario
N9A 6W1

PRESCRIPTION PLAN 7

This Prescription Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

SCHEDULE OF ELIGIBLE SERVICES

Products identified in the Green Shield computerized drug file as eligible at benefit level "7", provided they have been prescribed by an authorized medical practitioner, including:

1. All medication which requires a prescription by law, including oral contraceptives.
2. Syringes and needles, diabetic testing agents, insulin, and all other approved injectibles.
3. A wide range of approved over-the-counter drugs.
4. Laxatives, shampoos and acne preparations.

LIMITATIONS

1. The maximum amount dispensed for oral contraceptives shall not exceed a three month supply, and not more than 13 months supply in any 12 consecutive months.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Vitamin products, patent medicines, blood and blood plasma, contraceptive devices, foams or gels, atomizers, vapourizers and first aid supplies.
2. Ingredients or products which have not been approved by the Health Protection Branch for the treatment of a medical condition or disease and are deemed to be experimental in nature and/or may be in the testing stage.
3. Cosmetic products.
4. Mixtures, compounded by the pharmacist, which do not contain one or more eligible ingredient(s) under your prescription plan.
5. Food and nutritional systems.
6. Delivery and transportation charges.
7. Video instructional kits, informational manuals or pamphlets.

IT'S EASY TO USE

Present your Green Shield Identification Card with your prescription to a participating pharmacist. When your prescription has been filled you pay the pharmacist the applicable co-payment. The pharmacist will forward the account directly to Green Shield for reimbursement of Eligible Services.

VACATIONING, TRAVELLING OR WHEN SERVICED BY A NON-PARTICIPATING PHARMACIST

Request a receipt and ask the pharmacist to indicate on the receipt the drug name, Drug Identification Number (or N.D.C. Number for medication purchased in the United States), strength and quantity of medication dispensed. Forward the original paid receipt to Green Shield with your name, address and patient number. To claim for injectibles or medicine injected by a physician, obtain an original paid receipt for the medicine only and follow the procedure above. Reimbursement will be made for the cost price of the injectible medicine only.

All claims must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred.

EXTENDED HEALTH SERVICES PLAN DK

This Extended Health Services Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

Eligible Services shown below will not be eligible unless they are usual, reasonable and customary taking all factors into account, and are medically necessary for the treatment of an illness or injury. Drug benefits may be subject to a different co-payment. Refer to the Outline of Benefits for details.

SCHEDULE OF ELIGIBLE SERVICES

Accidental Dental Coverage, charges incurred for care or services by a dentist for the repair or replacement of teeth which are broken as a result of a direct accidental blow to the mouth (and not by an object intentionally placed in the mouth). Benefits will be paid in accordance with the Ontario Dental Association Suggested Fee Guide for General Practitioners in effect at the time of treatment. Treatment must commence within ninety days following the date of the accident and the care or services completed within one year from such date. Reimbursement will be made up to the fees set out in the General Practitioners Fee Guide in effect on the date of treatment.

A Dental Accident Report Form and your dental x-rays must be submitted to Green Shield for prior approval. Failure to comply may result in non-payment.

Ambulance Transportation, when required as the result of an accident or acute physical disability by professional land ambulance.

Blood and Blood Products when required for transfusions.

Laboratory and Diagnostic Services, when done for the diagnosis of an illness.

Hospital Accommodation

- **Private Hospital**, accommodation charges in a licensed hospital up to a lifetime maximum of \$10.00 per day for 120 days.

Paramedical Services

- **Physiotherapist** - equal to the allowed amount by the Ontario Health Insurance Plan.
- **Clinical Psychologist** - \$35.00 for the first visit and \$20.00 per hour for subsequent visits up to a maximum of \$200.00 per calendar year.
- **Speech Therapist/Pathologist** - up to a maximum of \$200.00 per calendar year. A certificate must be provided to Green Shield by your attending physician indicating the medical necessity of the treatment.

- **Registered Massage Therapist** - \$7.00 per treatment up to a maximum of 12 treatments per calendar year. A certificate must be provided to Green Shield by your attending physician indicating the medical necessity of the treatment.
- **Chiropractor, Osteopath, Podiatrist, Chiropodist or Naturopath**- \$7.00 per visit up to a maximum of \$200.00 per calendar year. Chiropractic x-rays are eligible up to an additional maximum of \$25.00 per calendar year. A preauthorization must be submitted to Green Shield for chiropractic treatment when the patient is 14 years of age or under.

Legislation in certain provinces prohibits Green Shield from providing reimbursement until the provincial government health plan has been exhausted. Contact Green Shield for specifics related to your coverage.

Private Duty Nursing, for the services of a registered nurse (R.N.) in the home only on a full or part shift basis. The services must require the expertise of an R.N. only and must be certified medically necessary by the attending physician.

Eligible Services do not include and reimbursement will not be made for:

- charges in excess of the fee level set by the largest nursing registry in your province of residence
- agency fees, commissions or overtime fees
- charges by a registered nurse who is related to you by birth or marriage, and/or who normally resides in your home
- charges for a registered nursing assistant, a practical nurse, homemaker, or any person who is not a registered nurse
- services which are custodial and/or services which do not require the skill level of a registered nurse
- charges incurred while confined in a hospital unless provincial legislation permits such reimbursement
- charges incurred while confined in a nursing home, home for the aged, rest home or retirement home

A Pre-Authorization Form for Private Duty Nursing must be completed by the attending physician and submitted to Green Shield. Failure to comply may result in non-payment.

Prosthetic Appliances and Durable Medical Equipment, when your attending physician provides Green Shield with a written description of the required medical equipment, as well as the reason for use and/or the diagnosis. Eligible Services include standard external prostheses which replace all or part of a body organ or the functions of a permanently inoperative or a malfunctioning body organ. Also included are the replacement, repair, fittings and adjustments of such devices.

Eligible Services include but are not limited to the following:

- prosthetic glasses and/or contact lenses eligible once per lifetime
- braces for the legs, arms, neck or back
- custom made boots or shoes or adjustments to stock item footwear, orthopaedic shoes as an integral part of a brace and custom made foot orthotics
- colostomy and ileostomy supplies
- catheterization equipment
- decubitus (ulcer) care equipment, intermittent pressure units and neuromuscular stimulants

- sleep apnea and heart rate monitor
- blood glucose monitor and lancets when using a blood glucose monitor
- radium and radioactive isotope treatments
- wig or hairpiece once per lifetime when required as a result of chemotherapy of radiation treatment
- durable medical equipment such as hospital beds, crutches, canes, walkers, wheelchairs, bedpans, commodes (if patient is bed confined), urinals and oxygen

Confirm eligibility prior to purchasing or renting equipment by submitting a Pre-Authorization Form to Green Shield. Failure to comply may result in non-payment.

LIMITATIONS

1. Reimbursement for prosthetic glasses and/or contact lenses will only be made if you have aphakia (congenital absence of the lens of the eye) or have had cataract surgery and have not had a lens implant.
2. Durable medical equipment must be appropriate for use in the home, able to withstand repeated use and generally not useful in the absence of illness or injury.
3. The rental price of durable medical equipment shall not exceed the purchase price. Green Shield's decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription. Rental authorization may be granted for the prescribed duration.
4. When deluxe medical equipment is a covered benefit, reimbursement will be made only when deluxe features are required in order for you to effectively operate yourself. Items that are not primarily medical in nature or that are for comfort and convenience are not an Eligible Service.
5. Charges for custom made footwear are only eligible when medical documentation is provided indicating that stock item footwear cannot adequately treat the medical condition.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Delivery and transportation charges.
2. Video instructional kits, informational manuals or pamphlets.
3. Air ambulance.
4. The replacement of lost, missing or stolen items, or items which are damaged due to negligence. Replacements are eligible when required due to natural wear, growth or relevant change in your medical condition but only when the equipment/prostheses cannot be adjusted or repaired at a lesser cost and the item is still medically required.
5. A duplicate prosthetic device or appliance.

6. Devices which are used solely for recreational or sporting activities and are not medically necessary for regular activities.

HOW TO CLAIM

How to claim instructions for most Extended Health Services are provided below. For Eligible Services which do not have specific instructions, submit to Green Shield an original itemized paid receipt which provides a detailed description of the service or supply, date and charge for the service or supply, a medical referral if required, the patient name, address and patient number.

In some cases, arrangements can be made to reimburse the provider of service directly.

Hospital Accommodation

Generally, hospitals will bill Green Shield directly. For direct payment to a hospital, you must present your Green Shield Identification Card when admitted. Most hospitals have a supply of the appropriate forms.

If you have paid a hospital, submit to Green Shield an original itemized paid receipt which provides the number of days in private room accommodation, the daily private room accommodation charges, patient name, address and patient number.

Paramedical Services

Submit to Green Shield a completed Claim Form or an original itemized paid receipt which provides the date and nature of the treatment, charge for each service rendered, patient name, address and patient number.

Private Duty Nursing

For direct payment to the Nursing Registry, authorized personnel from the Registry will complete and submit a Private Duty Nursing Claim Form.

If you have paid for services, submit to Green Shield a completed Claim Form, or an original itemized paid receipt which provides the dates and hours of service, the name and license number of the registered nurse, charges for services rendered, patient name, address and patient number.

Prosthetic Appliances and Durable Medical Equipment

Submit to Green Shield an original itemized paid receipt which provides a detailed description of the equipment, the date and charge for the service, patient name, address and patient number.

All claims must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred.

DELUXE OUT-OF-PROVINCE PLAN OI

This Deluxe Out-of-Province Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

Eligible Services shown below will be reimbursed based on usual, reasonable and customary charges in the area where they were received, less the amount payable by your provincial government health plan.

Reimbursement will be made in Canadian Funds at the rate of exchange in effect on the date your claim is processed.

SCHEDULE OF ELIGIBLE SERVICES

Reimbursement of all Eligible Services outlined below will be made only if the services were required as a result of emergency illness or injuries which occurred while you were vacationing or travelling for other than health reasons.

Coverage is unlimited per trip following the date of departure from your province of residence. If you are hospitalized on the sixth month, coverage will be extended until the date of discharge.

Reimbursement of the following services when you are travelling outside your province or country of residence as follows:

- **Hospital services and accommodation** up to a standard ward rate in a public general hospital.
- **Medical/surgical services** rendered by a legally qualified physician or surgeon.
- **Services of a Registered Private Nurse** when the attending physician stipulates in writing that additional nursing services are required for in hospital only. Charges are eligible up to the usual and customary fees for registered nurses who are not related to you or are employees of the hospital where the service is required.
- **Diagnostic laboratory tests and x-rays** when prescribed by the attending physician.
- **Land ambulance** to the nearest qualified medical facility.
- **Air ambulance service** between hospitals for hospital admission into Canada when approved in advance for your provincial government health plan.
- **Reimbursement of prescriptions** by Green Shield for drugs, serums and injectibles purchased on prescription of a physician or dentist (vitamins, patent and proprietary drugs are excluded). Requires original receipt from

pharmacist, physician or hospital outside your province of residence showing name of prescribing physician, prescription number, name of preparation, date, quantity and total cost.

- **Paramedical services** made by chiropractors, osteopaths, chiropract/podiatrists and physiotherapist (not a relative), in excess of provincial government health plan. X-rays are not included.
- **Medical appliances** including crutches, canes, and a wheelchair will be reimbursed when required due to an accident or sickness which occurs, and when the devices are obtained outside your province of residence.
- **Treatment by a dentist** up to \$1000.00 Cnd. will be reimbursed for treatment by a dentist when necessitated by a direct accidental blow to the mouth. Treatment (while travelling and after return) must be provided within 180 days of the accident.
- **Referral services** up to the maximum stated in the Outline of Benefits, providing the required medical treatment is not readily available in your province of residence. Eligible Services include hospital services and accommodation up to a standard ward rate in a public general hospital, and/or medical surgical services rendered by a legally qualified physician or surgeon.

You must receive pre-authorization from your provincial government health plan and Green Shield **prior to the commencement of any referral treatment**. Your provincial government health plan may cover this referral benefit entirely. Check with them prior to receiving any services. You must provide Green Shield with a letter from your attending physician stating the reason for the referral, and a letter from your provincial government health plan outlining their liability. Failure to comply in obtaining pre-authorization may result in non-payment.

- **Coming Home** - when your emergency illness or injury is such that:
 - The attending physician specifies in writing that you should immediately return to your province of residence for immediate medical attention, reimbursement will be made for the extra cost incurred for the purchase of a one way economy airfare, plus the additional economy airfare if required to accommodate a stretcher, to return you by the most direct route to the air terminal nearest the departure point in your province of residence. Benefit assumes that you are not holding a valid open-return air ticket. Upgrading charges, departure taxes, cancellation penalties, and airfares for accompanying family members or friends are not included.
 - The attending physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant, reimbursement will be made for the cost incurred for one round trip economy airfare and the usual and customary fee charged by a medical attendant who is not your relative by birth or marriage and is registered in the jurisdiction in which treatment is provided, plus overnight hotel and meal expenses if required by the attendant.
 - If your private vehicle is stolen or rendered inoperable due to an accident, reimbursement will be made for the cost of one way economy airfare to return you by **most** direct route to your departure point in your province of residence. An official report of the **loss** or accident is required.

- **Meals and accommodation** up to \$700.00 (Canadian Funds) (\$100.00 per day for 7 days) will be reimbursed for the extra costs of commercial accommodation and meals incurred by you when you remain with a travelling companion or a person included in the "family" coverage, when the trip is delayed or interrupted due to an illness or accident to a travelling companion. Must be verified in writing by the attending physician and supported with original receipts from commercial organizations.
- **Transportation to the bedside** including round trip economy airfare by the most direct route from your province of residence for any one spouse, parent, child, brother or sister to:
 - be with a covered person confined in hospital. Benefit requires that the covered person must eventually be an inpatient for at least 7 days outside your province of residence, plus the written verification of the attending physician that the situation was serious enough to have required the visit.
 - identify deceased prior to release of the body.
- **Cost of returning your vehicle**, up to \$500.00 Cdn. towards the cost of returning your vehicle either private or rental by commercial agency to your residence or nearest appropriate vehicle rental agency when you are unable to due to sickness or physical injury.
- **Return of deceased** up to a maximum of \$3,000.00 (Canadian Funds) toward the cost of preparation (including cremation) and homeward transportation of a deceased covered person when death is caused by illness or accident. Body will be returned to the point of departure in Canada by the most direct route. Benefit excludes the cost of a burial coffin.

GREEN SHIELD CANADA TRAVEL ASSISTANCE SERVICE

The following services are available 24 hours per day, 7 days per week through Green Shield's international medical service organization. These services include:

- Multilingual Assistance
- Assistance in locating the nearest, most appropriate medical care
- International preferred provider networks
- Program Medical Advisors (Physician) consultative and advisory services, including second opinion and review of appropriateness and analysis of the quality of medical care
- Assistance in establishing contact with family, personal physician and employer as appropriate
- Monitor progress during treatment and recovery
- Emergency message transmittal services
- Translation services and referrals to local interpreters as necessary
- Verification of insurance coverages facilitating entry and admissions into hospitals and other medical care providers
- Special assistance regarding the co-ordination of direct claims payment
- Co-ordination of Embassy and Consulate services
- Management, arrangement and co-ordination of emergency medical transportation and evacuation as necessary
- Management, arrangement and co-ordination of repatriation of remains
- Special assistance in making arrangements for interrupted and disputed travel plans resulting from emergency situations to include:
 - the return of unaccompanied travel companions
 - travel to the bedside of a stranded person

- o rearrangement of ticketing due to accident or illness and other travel related emergencies
 - o the return of stranded motor vehicles and related personal items
- o Knowledgeable legal referral assistance
- o Co-ordination of securing bail bonds and other legal instruments
- o Special assistance in replacing lost or stolen travel documents including passports
- o Courtesy assistance in securing incidental aid and other travel-related services
- o Emergency and payment assistance for major health expenses which would result in payment of over \$200.00 Canadian.

HERE'S HOW GREEN SHIELD CANADA'S TRAVEL ASSISTANCE SERVICE WORKS

For assistance dial 1-800-936-6226 within Canada and the United States or call collect 519-742-3556 when travelling outside Canada and the United States. These numbers appear on a sticker which should be placed on your Green Shield Identification card. Quote your group number and patient number, found on your Green Shield Identification Card, and explain your medical emergency. You must always be able to provide your Green Shield patient number and your Provincial Health Insurance Plan number.

As we are not able to guarantee assistance services in areas of political or civil unrest please contact Green Shield for pre-travel or claims inquiries.

A multilingual Assistance Specialist will provide direction to the best available medical facility or physician which can provide the appropriate care.

Upon admission to a hospital or when attending a physician for major emergency treatment, we will guarantee the provider (hospital, clinic, or physician), that you have both Provincial Health Insurance, and Green Shield Out-of-Province/Country benefits as detailed in your Employee Benefit Booklet. The provider may then bill Green Shield directly for these approved services eliminating out of pocket expenses in excess of \$200.00 Canadian.

Our physicians will follow your progress to ensure that you are receiving the best available medical treatment. These physicians also keep in constant communication with your family physician and your family, depending on the severity of your condition.

LIMITATIONS

1. The Eligible Services must be required for the immediate relief of acute pain or suffering. Eligible Services will not be reimbursed for treatment or surgery which could reasonably be delayed until you return to your province of residence.
2. Reimbursement for Eligible Services will be made only if your provincial government health plan provides payment toward the cost of the services received.
3. Coverage becomes effective at the time you or your eligible dependent crosses the provincial border and terminates upon crossing the border into the province of residence on the return home. If travelling by air, coverage becomes effective at the time the aircraft takes off in the province of residence and terminates when the aircraft lands in the province of residence on the return home.

4. Green Shield, in consultation with the Assistance Medical Team, reserves the right to return you or your eligible dependent to your province of residence. If any covered person is, on medical evidence, able to return to their home province following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing treatment for surgery and elects to have such treatment or surgery outside the province of residence, the expense of such continuing treatment will not be an eligible benefit.

The patient must contact Green Shield within 48 hours of commencement of treatment.

Failure to notify us within 48 hours or refusal to be repatriated may result in benefits being limited to only those expenses incurred within the 48 hours of any and each treatment/incident or the Out-of-Province plan maximum, whichever is the lesser of the two.

5. Air ambulance services will only be eligible if:
 - pre-approved by Green Shield
 - there is a medical need for you to be confined to a stretcher or for a medical attendant to accompany you during the journey, and
 - you are admitted directly to a hospital in your province of residence, and
 - medical reports or certificates from the dispatching and receiving physicians are submitted to Green Shield, and
 - proof of payment including air ticket vouchers or air carrier invoices are submitted to Green Shield.
6. Referral services are only eligible if the required medical treatment is not readily available in your province of residence.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Treatment or service required for ongoing care, elective surgery, check-ups or travel for health purposes, even if the trip is on the recommendation of a physician.
2. Hospital and medical care for childbirth or deliberate termination of pregnancy.
3. Treatment or service provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, nursing home or health spa.
4. Cataract surgery or the purchase of eyeglasses or hearing aids.

HOW TO CLAIM

Claims must be submitted to your provincial government health plan first. To claim the eligible remaining portion after payment has been made by your provincial government health plan, submit to Green Shield the patient name, address and patient number along with:

- Detailed statements showing the services rendered and the fees charged for each service.

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- Copies of the allowance and payment made under the provincial government health plan.

All claims must be submitted to Green Shield within 12 months from the date the Eligible Service was incurred.



SEMI-PRIVATE PLAN 2

This Semi-Private Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

Eligible Services shown below will be reimbursed based on usual, reasonable and customary charges in the area where they were received, provided your provincial government health plan has accepted or agreed to pay the ward or standard rate.

SCHEDULE OF ELIGIBLE SERVICES

1. Reimbursement for the difference in cost between standard ward charges and semi-private and/or private room accommodation in a public general hospital when you have occupied an active treatment bed.
2. Reimbursement up to a maximum of \$3.00 per day for 120 days per calendar year for the difference in cost between standard ward charges and semi-private accommodation in a public chronic hospital or chronic wing facility of a public general hospital when you have occupied a chronic treatment bed.
3. Reimbursement for the difference in cost between standard ward charges and semi-private and/or private room accommodation in a convalescent or rehabilitation hospital or a convalescent or rehabilitation wing in a public general hospital.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Semi-private and/or private room accommodation in a Long Term Care Facility.

HOW TO CLAIM

Generally, hospitals will bill Green Shield directly. For direct payment to a hospital, you must present your Green Shield Identification Card when admitted. Most hospitals have a supply of the appropriate forms.

If you have paid a hospital, submit to Green Shield an original itemized paid receipt which provides the number of days in semi-private and/or private room accommodation, the daily semi-private and/or private room accommodation charges, patient name, address and patient number.

All claims must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred.



VISION PLAN 7

This Vision Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

SCHEDULE OF ELIGIBLE SERVICES

- Reimbursement for prescription eye glasses or contact lenses not to exceed the maximum stated in the Outline of Benefits, or
- Reimbursement for replacement parts to prescription eye glasses not to exceed the maximum stated in the Outline of Benefits, or
- Reimbursement for medically necessary contact lenses due to keratoconus, irregular astigmatism, irregular corneal curvature or physical deformity resulting in an inability to wear normal frames, not to exceed the maximum stated in the Outline of Benefits, or
- Reimbursement for plano sun glasses prescribed by a medical practitioner for the treatment of Ophthalmic diseases or conditions not to exceed the maximum stated in the Outline of Benefits.

Commencement of your benefit period is based on the initial date you receive vision benefits. Contact Green Shield to confirm eligibility prior to purchasing any vision benefits.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Vision examinations.
2. Medical or surgical treatment.
3. Special or unusual procedures such as, but not limited to, orthoptics, vision training, subnormal vision aids and aniseikonic lenses.
4. Replacement of lenses or frames which are lost, broken or stolen unless at the time of such replacement, you are otherwise eligible under the limitations stated in the Outline of Benefits.
5. Vision benefits which are not dispensed by an Optometrist, an Optician, or an Ophthalmologist.
6. Follow-up visits associated with the dispensing and fitting of contact lenses.
7. Charges for eye glass cases.

HOW TO CLAIM

Providers can call Green Shield for prior approval. Generally, vision providers will bill Green Shield directly by submitting a Green Shield Vision Claim Form. Most providers have a supply of forms.

If you have paid the provider, submit a completed Claim Form or an original itemized paid receipt which provides the vision prescription, a breakdown of the charges for lenses and frames, the date of the service (date glasses were picked up), patient name, address and patient number.

All claims must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred.



AUDIO PLAN H1

This Audio Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

SCHEDULE OF ELIGIBLE SERVICES

Reimbursement for the acquisition cost of a standard hearing aid and the pre-determined dispensing fee. The "acquisition cost" is the actual cost to the provider of the standard hearing aid.

Standard hearing aids are eligible if an Otolologist or an Otolaryngologist has determined that you have a loss of hearing acuity which can be compensated for by a standard hearing aid, and an Audiologist, subsequent to performing hearing aid evaluation tests, prescribes a standard hearing aid.

LIMITATIONS

1. Reimbursement for standard hearing aids will be allowable once in any consecutive 3 year period. Commencement of your allowable period is based on the initial date you receive hearing aid benefits. Contact Green Shield to confirm eligibility prior to purchasing any audio benefits.

EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Replacement parts or repairs for hearing aids.
2. Batteries.
3. Replacement of hearing aids that are lost or broken unless at the time of such replacement you are eligible under the limitations stated above.
4. Medical examinations, audiometric examinations or hearing aid evaluation tests.
5. Medical or surgical treatment.

HOW TO CLAIM

Providers can call Green Shield for prior approval. Generally, audio providers will bill Green Shield directly by submitting a Green Shield Claim Form (including the name of the Audiologist). Most providers have a supply of forms.

If you have paid the provider, submit a completed Claim Form or an original itemized paid receipt which provides the services and dates, a breakdown of the charges, (ie. acquisition cost, fee, mold), the patient's name, address and patient number.

All claims must be submitted to Green Shield within 18 months from the date the Eligible Service was incurred.

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DENTAL CARE PLAN 2B

This Dental Care Plan is incorporated into and forms part of the Group's Schedule of Eligible Services which forms part of the Green Shield Benefit Plan Group Agreement.

Refer to the General Information and Outline of Benefits in your Employee Benefit Booklet for additional maximums, deductibles, limitations and general exclusions which may apply.

The Eligible Services listed below are not an attempt to dictate dental health requirements. Your dentist is best able to determine the dental treatment program for you, although those services may not be eligible under this plan.

Overall Limitation:

Examination/assessments/evaluations/re-evaluations and analysis

Any of the above, whether by General Practitioner or Specialist and whether recall, complete, limited, specific, periodontal or emergency as well as assessments and/or evaluations and/or analysis by any Dental Health Care Provider registered, licensed, or qualified to do so, will be limited to two (2) per calendar year.

PREDETERMINATION

If the cost of any proposed dental treatment is expected to exceed \$300.00, submit to Green Shield a detailed treatment plan from your dentist **before your treatment begins**. Both you and your dentist will be advised of the amount you are entitled to receive.

If a description of the procedures to be performed and an estimate of the dentist's charges **are not submitted in advance**, Green Shield reserves the right to make a determination of benefits payable, taking into account alternate procedures, services or course of treatment, based on accepted standards of dental practice.

SCHEDULE OF ELIGIBLE SERVICES

Schedule A

The following Eligible Services shall be paid at 100% of the licensed dentist's and/or licensed dental treatment provider's usual, reasonable and customary charge in accordance with the **General Practitioners Fee Guide** stated in the "**Outline of Benefits**".

- (a) Complete, general or comprehensive oral examination once every 3 years, recall examinations twice in 12 months.
- (b) Dental x-rays, including complete mouth x-rays and panoramic x-ray once every 3 years; bitewing x-rays twice in 12 months; and other dental x-rays as required in connection with the diagnosis of a specific condition requiring treatment.
- (c) Tests and laboratory examinations including biopsies.

- (d) Treatment planning for extra time spent on unusually complicated cases or where the patient demands unusual time in explanation or where diagnostic material is received from another source. Usual case presentation time and usual treatment planning time are implicit in the examination fee and in the radiographic interpretation fee.
- (e) Cleaning of teeth and topical application of fluoride twice in 12 months.
- (f) Proper and effective home care oral hygiene instruction/re-instruction (care of the mouth) twice in 12 months.
- (g) Pit and fissure sealants, a plastic coating sealed into the chewing surface of the tooth.
- (h) Space maintainers that replace prematurely lost teeth for children.
- (i) Amalgam, tooth coloured filling restorations and temporary sedative fillings.
- (j) Inlay restorations - these are considered basic restorations and will be paid to the equivalent non-bonded amalgam.
- (k) Extractions, including simple and complicated removal of erupted teeth, partially or completely bone impacted teeth, extra teeth, teeth in an unusual position, or residual roots.
- (l) Endodontic treatment including:
 - o root canal therapy (up to 3 or more roots)
 - o pulpotomy (removal of the pulp from the crown portion of the tooth)
 - o pulpectomy (removal of the pulp from the crown and **root** portion of the tooth)
 - apexification (assistance of root tip closure)
 - apical curettage, root resections and retrograde fillings (cleaning and removing diseased tissue of the root tip)
 - o root amputation and hemisection
 - o **bleaching of non-vital tooth/teeth**
 - o emergency procedures including opening or draining of the gum/tooth
- (m) Periodontal treatment of diseased bone and gums including:
 - o scaling, root planing, provisional splinting, and certain periodontal appliances
 - o displacement packing, management of infections and desensitization
 - o grafts using patient's own tissue, excluding synthetic materials
 - o occlusal equilibration - selective grinding of tooth surfaces to adjust a bite

The fees for periodontal treatment are based on units of time (15 minutes per unit) and/or number of teeth in a surgical site in accordance with the General Practitioners Fee Guide.

- (n) Standard denture services including:
 - o denture repairs and/or **tooth/teeth** additions
 - o standard relining and rebasing of dentures only after 6 months have lapsed from the installation of an initial or replacement denture, but not more than one standard relining or rebasing in any period of 3 years
 - o denture cleaning twice in 12 months

- soft tissue conditioning linings for the gums to promote healing
 - remake of a partial denture using existing framework
- (o) Surgical services including:
- surgical exposure, repositioning, transplantation or enucleation of teeth
 - alveoplasty, gingivoplasty and/or stomatoplasty - shaping or restructuring of bone or gum for the better accommodation of any prosthetic appliance
 - removal of cysts and tumors
 - incision, drainage and/or exploration of soft or hard tissue
 - fractures including the treatment of the dislocation and/or fracture of the lower or upper jaw and repair of soft tissue lacerations
 - frenectomy - surgery on the fold of the tissue connecting the lip to the gum or the tongue to the floor of the mouth
- (p) General anaesthetics and intravenous sedation.

LIMITATIONS

1. Laboratory charges must be completed in conjunction with other services and will be limited to the reimbursement percentage of such services. Laboratory charges that are in excess of 40% of the dentist's fee in the General Practitioners Fee Guide will be reduced accordingly.
2. For standard relining and rebasing, if you and your dentist decide on personalized or specialized techniques, reimbursement of the applicable percentage of the cost of standard services only will be made, and the balance of any cost will remain your responsibility.
3. When more than one surgical procedure is performed during the same appointment in the same area of the mouth, only the most comprehensive procedure will be eligible for reimbursement.
4. General anaesthetic must be administered by a separate qualified dentist or medical doctor other than the attending dental surgeon, and only when medically necessary and administered in conjunction with oral or dental surgery.
5. When periodontal surgery flap approach codes are submitted on a predetermination or claim form, periodontal surgery graft codes will not be eligible for reimbursement if the grafts are done in the same section of the mouth and during the same appointment.
6. Root Planing is not eligible if done at same time as gingival curettage.
7. Reimbursement will be **pro-rated** and reduced accordingly when time spent by the dentist is less than the average time assigned to a dental service procedure code in the General Practitioners Fee Guide.
8. Reimbursement will be limited to the cleaning of a standard denture and not for an implant retained prosthesis. Reimbursement for the cleaning of a standard denture which includes implant retained prosthesis will be reduced accordingly.
9. Reimbursement for **retreatments**, remakes, duplications and replacements will be based on contractual frequency limitations for standard relines and rebasing.

10. Reimbursement for root canal therapy will be limited to payment once, and thereafter only once for possible follow-up procedures such as apioectomies, root resections, *retrofilling* and extractions.
11. The total fee for root canal includes all pulpotomies and pulpectomies performed on the same tooth by the same practitioner.
12. Treatment rendered by a Specialist will be assessed in accordance with the General Practitioners Fee Guide.
13. Common surfaces on the same tooth/same day will be assessed as one surface. If and when individual surfaces are restored on the same tooth/same day, payment will be assessed according to the procedure code representing the combined surface. Payment will be limited to a maximum of 5 surfaces in any 36 month period.
14. The benefits payable for multiple restorative services in the same quadrant performed at one appointment will be reduced by 20% for all but the most costly service in the quadrant.

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EXCLUSIONS

In addition to the General Exclusions found under the General Information, Eligible Services do not include and reimbursement will not be made for:

1. Services or supplies for implantology, including tooth implantation and surgical insertion of fabricated implants.
2. Diagnostic and/or intraoral repositioning appliances including maintenance, adjustments, repairs and relines related to treatment of temporomandibular joint dysfunction.
3. Appliances related to treatment of myofacial pain syndrome including all diagnostic models, gnathological determinants, maintenance, adjustments, repairs and relines.
4. Removal of an amalgam or tooth coloured restoration and its replacement with an alternate material unless there is evidence of recurrent decay or significant breakdown.
5. Services, procedures or appliances which are not listed in the General Practitioners Fee Guide.

HOW TO CLAIM

Submit a completed standard Dental Claim Form to Green Shield (dentist usually has a supply). The dentist will complete the dentist portion of the Claim Form. If you have paid the dentist directly, do not sign the "Assignment to Dentist" section. Follow the same procedures outlined above for reimbursement of eligible dental services received outside your province of residence.

All claims must be submitted to and processed by Green Shield within 12 months from the date the Eligible Service was incurred.