

COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

between

(hereinafter called the "Hospital")

and

CUPE LOCAL

Expires: September 28, 2004

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(v)

EACH OF THE FOLLOWING PROVISIONS WILL APPEAR IN ALL COLLECTIVE AGREEMENTS REPLACING ANY RELATED PROVISIONS THAT EXISTED IN THE HOSPITAL'S EXPIRING COLLECTIVE AGREEMENT, UNLESS OTHERWISE SPECIFIED:

ARTICLE 1 - PREAMBLE

1.01 - PREAMBLE

"The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients."

1.02 - FEMININE/MASCULINE PRONOUNS

"Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires."

ARTICLE 2 - DEFINITIONS

2.01 - TEMPORARY EMPLOYEE

The following provision will appear in all collective agreements where such temporary employees are in the bargaining unit, replacing any temporary employee provision that existed in the hospital's expiring collective agreement:

"Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital or by the Hospital on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment."

2.02 - PART-TIME COMMITMENT

(The following clause is applicable to part-time employees only)

"The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular predetermined basis solely for the purpose of utilizing casual employees so as to restrict the numbers of regular part-time employees."

2.03; 2.04 - REGULAR PART-TIME EMPLOYEE; CASUAL EMPLOYEE

Any definition of a regular part-time employee or of a casual employee that existed in the hospital's expiring collective agreement will be continued as the concluding sub-section(s) of this Article.

ARTICLE 3 - RELATIONSHIP

3.01 - No DISCRIMINATION

"The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism."

ARTICLE 4 - STRIKES & LOCKOUTS

"The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act."

ARTICLE 5 - UNION SECURITY

5.01 - T4 SLIPS

"The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system."

5.02 - NOTIFICATION TO UNION

"The Hospital will provide the union with a list, monthly of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system."

5.03 - EMPLOYEE INTERVIEW

"A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program."

5.04 - NO OTHER AGREEMENTS

"No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the Hospital without proper authorization from the union."

ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES

6.01 - UNION ACTIVITY ON PREMISES AND/OR ACCESS TO PREMISES

"The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Hospital premises or on Hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied."

6.02 - LABOUR-MANAGEMENT COMMITTEE

"Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour-Management Committee.

It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

Where two or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed."

6.03 - LOCAL BARGAINING COMMITTEE

"The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement (as set out in the Local Provisions Appendix). The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02."

6.04 - CENTRAL BARGAINING COMMITTEE

- (a) "In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight (8), and in no case will more than one employee from a hospital be entitled to such payment.

The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the eight (8) Hospitals accordingly."

- (b) "Vice-Presidents of the Ontario Council of Hospital Unions shall be granted leave of absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position."

6.05 - UNION STEWARDS

"The Hospital agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

The Union shall keep the Hospital notified in writing of the names of Union stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The number of stewards and the areas which they represent, are to be determined locally."

6.06 - GRIEVANCE COMMITTEE

"The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than (as set out in Local Provisions Appendix) employees selected by the Union who have completed their probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration. The number of employees on the Grievance Committee shall be determined locally."

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

- 7.01 "For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 “A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or

- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.
- b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply."

ARTICLE 8 - ACCESS TO FILES

8.01 - ACCESS TO PERSONNEL FILE

"Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file."

8.02 - CLEARING OF RECORD

The following will appear in all collective agreements and will replace any provision dealing with clearing of record that existed in the Hospital's expiring collective agreement:

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

ARTICLE 9 - SENIORITY

9.01 - PROBATIONARY PERIOD

"A new employee will be considered on probation until he has completed forty-five (45) days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration."

9.02 - DEFINITION OF SENIORITY

"Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article.

Effective January 1, 2002, notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.*"

*Implementation Note: The start date of the initial twelve (12) month period shall commence no earlier than January 1, 2002 but may be substituted by a later date within the calendar year where the parties agree.

9.03 - LOSS OF SENIORITY

"An employee shall lose all seniority and service and shall be deemed to have terminated if he:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall."

9.04 EFFECT OF ABSENCE

((a), (b) and (c) of the following clause are applicable to full-time employees only)

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits**. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective September 29, 2002, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits** or while an employee is on sick leave (including the Employment Insurance Period).

- (d) Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

Effective September 29, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been."

*Note: Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

**Note: Effective September 29, 2002, add the words "or L.T.D. benefits including the period of the disability program covered by Employment Insurance" only in agreements providing L.T.D. benefits.

9.05 - JOB POSTING

The following provision will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed in the hospital's expiring collective agreement will be continued as the last paragraph of this Article).

"Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the

Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union."

9.06 - TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
- (d) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

Implementation Note:

Notwithstanding (b), any employee with bargaining unit seniority who is out of the **CUPE Standard Provisions – COMBINED** **2004**

bargaining unit as of the date of the award and who returns to the bargaining unit within 1 year from the date of the award (June 4, 1996) shall not forfeit their seniority.

9.07 - TRANSFER OF SENIORITY AND SERVICE

The following provision will appear in all collective agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring collective agreement:

"Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred."

The above amendments will be effective for any transfer that occurs 90 days after the ratification by both parties of the Memorandum of Settlement."

9.08 - NOTICE AND REDEPLOYMENT COMMITTEE

"(a) Notice

In the event of a proposed layoff at the Hospital of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

(b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:

- (I) the reassignment of the employee is to an appropriate permanent job with the employer having regard to the employees skills, abilities, qualifications and training or training requirements;
- (II) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (III) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (IV) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (V) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions

have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

At each Hospital a Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.08 and will meet thereafter as frequently as is necessary.

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;
- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to article 9.11, the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.

- (5) Any dispute relating to the foregoing procedures may be filed as a

grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any layoff(s) to the District Health Council or to the Ministry of Health, the

Hospital shall provide a copy, together with accompanying documentation, to the Union."

9.09 - LAYOFF AND RECALL

"An employee in receipt of notice of layoff pursuant to 9.08(a)(ii) may:

- (a) accept the layoff; or
- (b) opt to receive a separation allowance as outlined in Article 9.12; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 18.03(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.08.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

Note: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 7% of the laid-off employee's straight-time hourly rate.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.08."

9.10 - BENEFITS ON LAYOFF

(The following clause is applicable to full-time employees only)

"In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule."

9.11 - RETRAINING

"(a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has either accepted the layoff or who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.08(d)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent layoff and been approved for retraining in order to prevent a layoff will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to layoff who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.

- (iv) Laid-off employees who are approved for retraining in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

- (b) Placement

Upon successful completion of his or her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.11(a)(i).

An employee subject to layoff who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to layoff.

- (c) Regional Redeployment Committee

A joint committee of the participating hospitals and local unions identified in Appendix "A" shall meet prior to June 30, 1993, and will establish Regional Redeployment Committees to identify employment opportunities and to facilitate and arrange for the redeployment of laid off employees.

Each Hospital will provide such Regional Redeployment Committee with the name, address, telephone number, and years of service and seniority of all employees who have been laid off.

In filling vacancies not filled by bargaining unit members, the Hospitals will be encouraged to give first consideration to laid-off employees who are on the list and who are qualified to perform the work. For benefit-entitlement purposes, it is recognized that Hospitals shall be free to grant to any employees hired through this process full credit for service earned with another hospital."

9.12 - SEPARATION ALLOWANCES

- "(a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for

each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars."

9.13 - Portability of Service

"An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the collective agreement."

9.14 - TECHNOLOGICAL CHANGE

"The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during

the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law."

9.15 – Professional-Responsibility – Scope of RPN Practice

"The Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization."

9.16 – Professional-Responsibility – Work-Loads

The following provision will be effective September 29, 2001 and will expire on September 27, 2004.

"The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA), are assigned a work-load which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Work-Load Review Form" which shall be provided to the supervisor and to the Union. The Work-Load Review Form will be attached as an Appendix to the collective agreement."

ARTICLE 10 - CONTRACTING OUT

10.01 - CONTRACTING OUT

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out."

10.02 - CONTRACTING OUT

"Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (1) to employ the employees thus displaced from the hospital; and
- (2) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement."

10.03 - CONTRACTING IN

"Further to Article 9.08(d)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit."

ARTICLE 11 - WORK OF THE BARGAINING UNIT

11.01 - WORK OF THE BARGAINING UNIT

"Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular

employees are not readily available."

11.02 - VOLUNTEERS

"The use of volunteers to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of June 1, 1986.

Effective October 1, 1990, the Hospital shall submit to the Union figures indicating the number of volunteers as of September 20, 1990. Thereafter, the Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month and the number of hours worked."

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - PERSONAL LEAVE

"Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld."

12.02 - UNION BUSINESS

- (a) "The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) days clear notice in writing to the Hospital, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area, and the number of days of absence shall be negotiated locally and are set out in the Local Provisions Appendix. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37.5) hours per week. The Union will advise the Hospital of the number of such hours.

12.03(A) FULL-TIME POSITION WITH THE UNION

(This clause is applicable to full-time employees only)

"Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the collective agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.03(B) FULL-TIME POSITION WITH THE UNION

(The clause is applicable to part-time employees only)

"Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave. The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.03(C) LEAVE FOR OCHU PRESIDENT AND SECRETARY-TREASURER

The following provision will replace the language under Article 12.03(c) - Leave for OCHU President that existed in the Hospital's expired collective agreement:

"Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week. In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his

normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.04 - BEREAVEMENT LEAVE

"Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex."

12.05(A) - JURY & WITNESS DUTY

(The following clause is applicable to full-time employees only)

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above."

12.05(B) - JURY & WITNESS DUTY

(This clause is applicable to part-time employees only)

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

- (a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above."12.06(a) - Pregnancy Leave(The following clause is applicable to full-time employees only)

"(a) Pregnancy leave will be granted in accordance with the provisions of the

Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.06 - PREGNANCY LEAVE

(The following clause is applicable to part-time employees only)

- "(a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.
The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave

times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Hospital will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(A) - PARENTAL LEAVE

(The following clause is applicable to full-time employees only)

- "(a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(B) - PARENTAL LEAVE

(The following clause is applicable to part-time employees only)

- "(a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance

as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

- (g) The Hospital will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.08 - EDUCATION LEAVE

"If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital."

12.09 - PRE-PAID LEAVE PLAN

"Effective March 31, 1993, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program

shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.

- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a

suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

- (l) The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the pre-paid leave program in accordance with this Article of the collective agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement."

ARTICLE 13 - SICK LEAVE, INJURY & DISABILITY

13.01 - HOODIP

(The following clause is applicable to full-time employees only)

The following provision will appear in all full-time collective agreements that provide for HOODIP or equivalent, replacing any other sick leave language that existed in the hospital's expiring collective agreement. For Hospitals which provide for an accumulating sick leave plan, the existing collective agreement provisions will continue unless the Hospital and the local union mutually agree to replace the existing plan with HOODIP or equivalent. In the event of such mutual agreement the provision below will become effective on the first of the month agreed to by the local parties and will replace any existing accumulating sick leave program or plan.

- "a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify

him for pay-out under the conditions relating to such pay-out.

(4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this

agreement.

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

13.01 - SICK LEAVE

(The following clause is applicable to full-time employees only)

The following provision will appear in all collective agreements where WSIB top-up now exists, and where the hospital does not now have HOODIP, or does not transfer to HOODIP under the above transfer provision, replacing any provision related to WSIB top-up that existed in the hospital's expiring collective agreement:

"Where an employee is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will utilize the employee's accumulated sick leave credits to supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits. Where a WSIB top-up is currently provided from general revenue, it will be provided on the same basis except that it will continue to be provided from general revenue."

13.02 - INJURY PAY

"If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits."

13.03 - PAYROLL DEDUCTION FOR UNION SPONSORED LTD PLAN

The following provision will appear in all collective agreements that do not provide for HOODIP or equivalent, replacing any provision related to payroll deduction for union sponsored LTD plan that existed in the hospital's expiring collective agreement:

"The Hospital will provide payroll deduction for the union-sponsored LTD plan where a majority of those eligible in the bargaining unit indicate a willingness to have the premium cost deducted from their wages. The Union shall be responsible for ascertaining the wishes of its members in this regard."

13.04 - PAYMENT PENDING DETERMINATION OF WSIB CLAIMS (FT)

"An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks."

ARTICLE 14 - HOURS OF WORK

14.01 - DAILY & WEEKLY HOURS OF WORK

Any provision related to the specification of the number of daily & weekly hours of work that existed in the hospital's expiring collective agreement, will be continued as Article 14.01.

14.02(A) - REST PERIODS

(The following clause is applicable to full-time employees only)

"The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half shift."

14.02(B) - REST PERIODS (PT)

(This clause is applicable to part-time employees only)

"Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work."

14.03 - ADDITIONAL REST PERIODS

"When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration."

ARTICLE 15 - PREMIUM PAYMENT

15.01 - DEFINITION OF REGULAR STRAIGHT TIME RATE OF PAY

"The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement."

15.02 - DEFINITION OF OVERTIME

Any provision related to the definition of overtime hours that existed in the hospital's expiring collective agreement, will be continued as Article 15.02.

15.03 - OVERTIME PREMIUM AND NO PYRAMIDING

"The overtime rate shall be time and one-half (1-1/2) the employee's straight-time hourly rate." (Note: this clause is subject to the application of superior conditions)

"Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid."

15.04 - TIME OFF IN LIEU OF OVERTIME

"Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days."

15.05 - REPORTING PAY

"Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7-1/2) hours per day will receive a pro-rated amount of reporting pay."

15.06 - CALL-BACK

"Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1-1/2) their regular hourly earnings. Superior provisions shall remain."

15.07 – STANDBY

"An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$2.50 per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby."

15.08 - TEMPORARY TRANSFER

"Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, he shall be paid the rate in the higher salary range immediately above his current rate from the commencement of the shift on which he was assigned the job.

Where a Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half (1/2) of one shift, the employee shall receive an allowance of \$4.00 for each shift from the time of the assignment."

15.09 - SHIFT AND WEEKEND PREMIUM

"Employees shall be paid a shift premium of fifty-five cents (55¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. The same fifty-five (55¢) per hour will be paid as weekend premium for

all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties. The shift and weekend premiums shall be increased to sixty cents (60¢) effective September 29, 2002, and sixty-five cents (65¢) effective September 29, 2003. "

ARTICLE 16 - HOLIDAYS

16.01 - NUMBER OF HOLIDAYS

(The following clause is applicable to full-time employees only)

"There shall be twelve (12) holidays and these holidays are set out in the Local Provisions Appendix.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged."

16.02 - DEFINITION OF HOLIDAY PAY AND QUALIFIERS

(The following clause is applicable to full-time employees only)

"Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in the Local Provisions Appendix, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in the Local Provisions Appendix, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu

day in respect of the same day."

16.03(A) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to full-time employees only)

"If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee qualifies in accordance with Article 16.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

NOTE: Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in the Local Provisions Appendix."

16.03(B) - PAYMENT FOR WORKING ON A HOLIDAY

(The following clause is applicable to part-time employees only)

The holidays listed in the part-time local Appendix for the purposes of Article 16.03(b) shall be the same holidays as are listed in the full-time Local Provisions Appendix.

"If an employee is required to work on any of the holidays set out in the local Appendix the employee shall be paid at the rate of time and one-half (1-1/2) her regular straight time hourly rate of pay for all hours worked on such holiday.

16.04 - PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

"Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime."

ARTICLE 17 - VACATIONS

17.01(A) - FULL-TIME VACATION ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT

(The following clause is applicable to Full-Time employees only)

The following provision will appear in all Collective Agreements replacing any provision related to full-time entitlement, qualifiers and calculation of payment that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions

concerning entitlement for employees presently enjoying such superior condition:

"An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay.

An employee who has completed five (5) years but less than fifteen (15) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay.

An employee who has completed fifteen (15) years but less than twenty-five (25) years of continuous service shall be entitled to five (5) weeks annual vacation, with pay.

An employee who has completed twenty-five (25) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay. Effective September 29, 2002, an employee who has completed twenty-three (23) years or more of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

Effective September 29, 2003, the following Supplementary Vacation is banked on the employee's anniversary date and taken prior to the next supplementary vacation date:

An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days vacation, with pay.

To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence."

17.01(B) - PART-TIME ENTITLEMENT, QUALIFIERS AND CALCULATION OF PAYMENT
(The following clause is applicable to part-time employees only)

Any provision related to part-time qualifiers and calculation of payment that existed in the hospital's expiring collective agreement will be continued in Article 17.01(b) plus the equivalent time off.

The following provision will appear in all Collective Agreements replacing any provision related to part-time entitlement that existed in the hospital's expiring collective agreement subject to maintaining any superior conditions concerning entitlement for employees presently enjoying such superior condition:

A part-time employee who has completed less than 3,450 hours of continuous service shall receive 4% vacation pay.

A part-time employee who has completed 3,450 hours but less than 8,625 hours of continuous service shall receive 6% vacation pay.

A part-time employee who has completed 8,625 hours but less than 25,875 hours of continuous service shall receive 8% vacation pay.

A part-time employee who has completed 25,875 hours but less than 39,675 hours of continuous service shall receive 10% vacation pay.

A part-time employee who has completed 39,675 hours of continuous service or more shall receive 12% vacation pay.

A part-time employee who has completed 51,750 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

A part-time employee who has completed 60,375 hours of continuous service shall receive an additional 2% vacation pay in the year it is achieved.

In addition, the following provision will appear in all collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Time)

"Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the vacation

scale under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article."

17.02 - WORK DURING VACATION

"Should an employee who has commenced his scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked."

17.03 - ILLNESS DURING VACATION

(The following clause is applicable to full-time employees only)

"Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits."

17.04 - BEREAVEMENT DURING VACATION

The following will appear in all collective agreements and will replace any provision dealing with bereavement during vacation that existed in the Hospital's expiring collective agreement:

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.04.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 18 - HEALTH & WELFARE

18.01 - INSURED BENEFITS

(The following clause is applicable to full-time employees only)

The following provision will appear in all collective agreements replacing any provision related to insured benefits that existed in the hospital's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Hospital which is greater than that contained in the following provision):

"The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- (a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan in effect as of September 28, 1993 or comparable coverage with another carrier.
- (b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions. Vision care maximum \$150.00 every 24 months and hearing aide acquisition every 36 months.
- (c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP in effect as of September 28, 1993 or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan in effect as of September 28, 1993 or comparable coverage with another carrier. Effective October 31, 2001, increase dental recall including preventative services to 9 months and add

Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum providing the balance of the monthly premiums are paid by the employee through payroll deduction. The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union."

18.02 CHANGE OF CARRIER

(The following clause is applicable to full-time employees only)

"It is understood that the Hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein."

18.03(A) - PENSION

(The following clause is applicable to full-time employees only)

"All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions."

18.03(B) RETIREMENT ALLOWANCE

"Prior to issuing notice of layoff pursuant to article 9.08(a)(ii) in any classification(s),
CUPE Standard Provisions – COMBINED **2004**

the Hospital will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.08(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement."

18.04 - BENEFITS FOR PART-TIME EMPLOYEES

(The following clause is applicable to part-time employees only)

"A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid."

18.05 – UNION EDUCATION

"If the local union indicates to the Hospital that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Hospital agrees to deduct this assessment.

Such assessment will be paid on a quarterly basis into a trust fund established and administered by OCHU/CUPE for this purpose."

ARTICLE 19 - HEALTH & SAFETY

19.01 - PROTECTIVE FOOTWEAR

The following provision will replace the language that existed in the Hospital's expired collective agreement:

"Effective January 1, 2002, and on that date for each subsequent calendar year, the Hospital will provide \$80 per calendar year to each full-time and \$45 per calendar

year to each regular part-time employee who is required by the Hospital to wear safety footwear during the course of his duties. The employees who will be required to wear safety footwear will be negotiated locally and set out in the Local Provisions Appendix.

Note: The existing central language designating the classifications of employees which are deemed to require appropriate safety footwear shall be transferred to the local appendix.

ARTICLE 20 - COMPENSATION

20.01 (A) - JOB CLASSIFICATION

"When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for

other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB, an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued."

20.01(B) - JOB DESCRIPTIONS

The following will appear in all collective agreements and will replace any provision covering job descriptions that existed in the Hospital's expiring collective agreement:

"A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the local Union of the rate of pay pursuant to article 20.01(a) above."

20.02 - ASSIGNMENT OF DUTIES FROM ANOTHER CLASSIFICATION

Where the Hospital revises the job content of an existing classification in such a manner that duties of another classification are assigned to it, the following shall apply:

- (a) An employee who occupies a position which is revised in accordance with this article, and who is physically incapable of performing the revised position, will not be required to perform those additional duties which exceed the employee's physical capabilities provided the employee's physician provides documentation to the Hospital of such limitation.
- (b) In the event an employee presently occupying a position which is revised in accordance with this article requires additional training to perform duties of the revised position the employee shall be entitled to a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills

necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six months.

20.03 - PROMOTION TO A HIGHER CLASSIFICATION

"An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted)."

20.04 - WAGES AND CLASSIFICATION PREMIUMS

Provisions under these headings shall remain unchanged and are repeated as 20.04, except to the extent that the Wage Schedule referred to in the hospital's expiring collective agreement shall be adjusted and retroactivity shall be paid in accordance with the Implementation Agreement signed.

20.05 - PROGRESSION ON THE WAGE GRID

(The following clause is applicable to part-time employees only)

"Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the service they held for the purpose of progression on the wage grid under the Agreement expiring September 28, 1985 and will thereafter accumulate service in accordance with this Article."

ARTICLE 21 - HOSPITAL OPERATING PLAN

- (a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the operating plan development to its final stages of completion, to assist the Hospital in minimizing layoffs or

job loss, and in developing labour adjustment strategies where necessary.

- (b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to an operating plan which has been approved by the Ministry of Health, the Hospital agrees that revisions to the operating plan will be carried out in consultation with the Union.
- (c) In furtherance of the foregoing, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to the operating plan, or to any other re-structuring plan that would affect the Union's members.
- (d) It is understood that employee time spent at meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at his or her regular or premium rate as may be applicable.

ARTICLE 22 - DURATION

22.01 - TERM

"This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2004. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining."

22.02 - Central Bargaining

"Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. Negotiations on central matters shall take place during the period commencing forty-five days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the central negotiating committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by

mutual agreements between the central negotiating committees referred to above. For such purposes, it is further understood that the central negotiating committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in central negotiations, if any, and the conditions for such central bargaining."

Dated at _____, Ontario, this _____ day of _____ 2003.

FOR THE LOCAL UNION

FOR THE HOSPITAL

WORK-LOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern.

Letter of Understanding

Regarding the Utilization of RPN Skills

The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Ontario Council of Hospital Unions/CUPE and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The task force will be co-chaired by a hospital representative and a representative from OCHU/CUPE.
- The task force will identify the timelines for conducting their study and will also

conclude timelines for the recommendations to be made by the task force.

- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint task force will be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

For the Hospitals:

For the Union:

Letter of Understanding

Re: Apprenticeship Pilot Programme

The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.

It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

For the Hospitals:

For the Union:

Letter of Understanding

Regarding the introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

For the Hospitals:

For the Union:

Letter of Intent

Re: Joint Benefits Review Committee

The central parties agree to meet in a joint committee to discuss the entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

The Committee will make recommendations to their respective Central Bargaining Teams prior to commencement of the next round of bargaining.

For the Hospitals:

For the Union:

Letter of Intent

Re: Extended Tours

The parties agree to meet within 120 days of ratification in order to discuss the introduction of a model agreement on extended tours.

For the Hospitals:

For the Union:

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the hospital's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health & Safety
- Designation of Classifications Required to Wear Safety Footwear

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the collective agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PREEXISTING CLAUSES

For those headings containing a reference to this note, if the expiring collective agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

HOSPITALS OF ONTARIO
**VOLUNTARY
LIFE
INSURANCE
PLAN
HOOVLIP**

RECORDED
31 MAY 2005

Group Policy No. 2100

Sponsored by
Ontario Hospital
Association (OHA)

Insured by
Mutual Life of Canada
August 1982

M The Mutual Group

INTRODUCTION

The Ontario Hospital Association (OHA) established the Hospitals of Ontario Voluntary Life Insurance Plan (HOOVLIP) in 1978 to allow you to choose additional group life insurance, on a voluntary basis, to meet your individual needs.

PLAN HIGHLIGHTS

Amount of Benefit

You may elect one, two or three times your annual earnings, rounded to the nearest \$500. If you elect an amount of coverage exceeding \$150,000 you must submit medical evidence of insurability to Mutual.

Spousal Insurance

You may also elect insurance for your spouse. You may elect 25% or 50% of your HOOVLIP amount, rounded to the nearest \$500. You must submit medical evidence of insurability for your spouse, to Mutual.

Portability

Members who move from one Participating Employer to another may resume coverage immediately, provided they are re-employed within six months of their termination date with the previous employer.

No Benefit Ceiling

There is no ceiling on the insured amount, but the maximum benefit for members age 55 to 59 is two times earnings, and for members age 60 to 64, one times earnings.

JOINING THE PLAN

You may join HOOVLIP if you are insured under the Hospitals of Ontario Group Life Insurance Plan (HOGLIP).

When you enrol, you will be asked to choose an amount of benefit (see Plan Highlights - Amount of Benefit).

Your coverage is effective on the later of the first of the month coinciding with or following the date you become eligible or the date your evidence of insurability is approved.

CHANGING YOUR HOOVLIP AMOUNT

If you choose one times or two times earnings and later acquire a spouse or a child, you may apply for a higher level of coverage without submitting medical evidence of insurability, provided you do so within 60 days of acquiring a spouse or child. The higher level of coverage will begin on the first of the month following receipt of your application.

To apply for a higher level of coverage at any time other than upon acquiring a spouse or child, you must submit medical evidence of insurability. If your spouse is insured, your spouse must also submit evidence at that time. If Mutual does not approve the evidence of insurability for your spouse, your spouse's insurance will not increase. As a result, your spouse's insurance may not be 25% or 50% of your HOOVLIP amount.

If a higher level of insurance is approved, it will begin on the later of:

- the first of the month following receipt of your application
- the date specified by Mutual following approval of your medical evidence of insurability, if required.

Any change in the amount of insurance due to a change in your earnings will be effective on the first of the month following the change of earnings. Any change in the amount of insurance due to age becomes effective on July 1st following the appropriate birthday.

If, due to injury or illness, you are not Actively at Work on the date a change in coverage would otherwise become effective, the change becomes effective on the date that you return to Active Work.

APPOINTING A BENEFICIARY

When you enrol, you will be asked to name a beneficiary. If your beneficiary is a minor, you must also complete a special form to appoint a trustee. You may change your beneficiary at any time (subject to legal provisions) by completing the appropriate form(s). All forms are available from your Human Resources department. If you do not appoint a beneficiary, or if your beneficiary predeceases you, payment will be made to your estate.

You are the beneficiary of your spousal insurance.

DISABILITY BENEFIT

Your HOOVLIP benefit, including your spousal insurance, may be continued without payment of premiums as long as your HOOGLIP premiums are waived.

DISABILITY BENEFIT - INCOME OPTION

If your HOOVLIP premiums are being waived by Mutual and you have been permanently disabled for at least two years, you may choose the income option.

The income option allows an immediate payout to you of 1/3 of your HOOVLIP benefit amount. The remaining 2/3 of your benefit remains in force and premiums continue to be waived according to the Disability Benefit

To elect this option, you must submit your request in writing and supply proof to Mutual that you are permanently disabled.

HOW DEATH BENEFIT WILL BE PAID

If you die while insured under HOOVLIP, the benefit will be paid to your beneficiary.

The death benefit will be:

- paid in cash
- used to provide an income in the form of an annuity
- left on deposit with interest.

The choice of settlement may be made by you or if you do not make a choice, by your beneficiary.

LEAVES OF ABSENCE

If you take an approved leave of absence, your benefits may be continued for a period of up to 12 months by your Participating Employer. Premiums are required for HOOVLIP during such a leave. If you are unable to return to work due to Total Disability, you will be considered disabled as of your scheduled return date.

PORTABILITY OF COVERAGE

If you terminate employment and go to work for another Participating Employer within six months, you will be immediately eligible for coverage under your new employer's plan, providing you are Actively at Work on your first day of work. If due to injury or illness, you are not Actively at Work on that day, then coverage will be effective after seven days as described under Joining the Plan in your Group Life Insurance brochure. Your level of coverage will be that offered under your new employer's plan, and may differ from your previous coverage.

You must ask your new employer to arrange this transfer of coverage within one month of your first day of employment and inform your new employer of all service counted toward coverage. If you fail to do so, you will have to provide medical evidence of your insurability, at your own expense, to complete the transfer of coverage.

S

MEDICAL APPEALS

If your application for disability benefits is denied on the basis of medical evidence and you wish to appeal, the OHA offers an appeals process for final resolution of the claim. It involves the appointment of an independent medical referee to resolve any disputes between your physician and the physician representing the Plan over the interpretation of medical evidence. Where the two physicians cannot agree upon a referee, one will be appointed by an independent medical body.

Costs for the referee are charged to the Plan. You are responsible for costs to obtain evidence to support your claim (doctors' fees, etc.).

WHEN YOUR COVERAGE TERMINATES

Your membership in this Plan terminates on the earliest of the date:

- you cease to be insured under HOGLIP
- you reach age 65
- you are not eligible
- you are not employed by the Participating Employer
- you do not belong to a Participating Group
- you do not live in Canada
- your disability benefit terminates and you do not return to work
- the group benefit plan terminates.

If your insurance terminates, your spousal insurance also terminates. Your spousal insurance terminates on the earlier of your spouse's or your 65th birthday.

If you are Totally Disabled on the date your membership terminates you will remain entitled to a benefit subject to the terms and conditions of the Plan,

CONVERTING TO AN INDIVIDUAL PLAN

When you stop working for a Participating Employer, retire, or reach age 65, whichever occurs first, you may convert the amount of coverage lost under HOOVLIP to an individual life policy offered by Mutual. This policy will not include a Total Disability or accidental death benefit. You must pay the premium for this individual plan.

If you terminate employment, the amount of coverage lost will be the entire amount for which you were covered under HOOVLIP. If you retire or become 65, the amount of coverage lost will be the difference between your coverage under HOOVLIP and your new level of retirement coverage.

If you choose to make use of this conversion privilege and you are age 65 or over, the individual policy will be a permanent insurance policy under a regular plan being issued by Mutual. If you are under age 65, you may also choose from the additional options of:

- a term insurance policy for a period of one year
- a term insurance policy to age 65.

In either case, the amount of coverage you convert cannot exceed the least of:

- the amount of coverage lost
- \$200,000
- the maximum amount of coverage for which you have been insured under HOOVLIP, minus the total amount of any individual insurance you previously obtained using the conversion benefit.

Evidence of insurability will not be required if you choose to make use of the conversion privilege, provided that you apply for the policy and pay the first premium within 31 days of terminating your coverage under HOOVLIP. The individual policy becomes effective 31 days after HOOVLIP is terminated. During this 31-day conversion period, the amount of coverage lost will be maintained at no cost to you. If you should die during this 31-day period, your beneficiary will receive the amount of insurance for which you were covered under HOOVLIP.

SPOUSAL INSURANCE CONVERSION

If you die, terminate employment or reach age 65, your spouse may also exercise the conversion privilege.

DEFINITIONS

Actively at Work and Active Work

At work and able to perform all the regular duties of your occupation for one full working day or shift.

Continuous Service

A period of unbroken employment with your employer, plus any additional eligible service as a result of a transfer from another Participating Employer including:

- vacation days and holidays granted
- approved leaves of absence
- temporary layoffs
- interruptions of service approved by Mutual.

Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

Participating Employer

An employer that is a member of the Ontario Hospital Association and participates in any OHA-sponsored plan insured by Mutual.

Participating Group

A group of employees that participates in any OHA-sponsored plan insured by Mutual.

Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled, for the first two years you are absent from work and not engaged in any gainful occupation.

Unable, after two years, due to injury or illness, to participate in any gainful occupation for which you are, or may become, fitted through training, education or experience.

PREMIUM RATES

Monthly Premium per \$1,000 of insurance.

Age	Male	Female
16-29	.10	.05
30-34	.10	.06
35-39	.13	.07
40-44	.21	.11
45-49	.37	.18
50-54	.62	.31
55-59	1.05	.55
60-64	1.57	.79

Rates for you and your Spouse are determined from the above table according to the age and sex of the individual being insured.

HOSPITALS OF ONTARIO
**DISABILITY
INCOME
PLAN
HOODIP**

**Part A
Sick Pay Benefit
Information for
Full-Time Employees**

Sponsored by
Ontario Hospital Association (OHA)

Provided by
Your Employer

August 1992

RECEIVED
21 MAR 1993

CLARICA

10

INTRODUCTION

The Ontario Hospital Association (OHA) established the Hospitals of Ontario Disability Income Plan (HOODIP) in 1968 to provide uniform disability income benefits for employees of Participating Employers. The Plan provides two periods of benefits: Sick Pay and Long Term Disability. These cover the periods before and after the disability benefits paid by the Canada Employment and Immigration Commission. This pamphlet describes the Sick Pay Benefit. Be sure to read the pamphlet on the Long Term Disability benefit too.

PLAN HIGHLIGHTS

Comprehensive Coverage

- During the first 15 weeks of disability, the employer pays up to 100 per cent of earnings.
- Sick pay benefits from the 16th to 30th week of disability are provided by the Canada Employment and Immigration Commission.
- After the 30th week, Long Term Disability benefits of up to 75 per cent of earnings are provided by the Plan until the employee reaches age 65, or for life in some cases. (see Long Term Disability Insurance pamphlet).

No Limits on Pre-existing Conditions

Employees who have completed three months of Service are eligible for coverage regardless of any pre-existing medical conditions.

ELIGIBILITY FOR SICK PAY

If you become Totally Disabled as a result of illness or injury, excluding compensable accidents such as those covered by Workers' Compensation, you will receive sick pay benefits that are paid by your employer. You are eligible for sick pay benefits after you complete three months of Service following your first day of Active Work.

AMOUNT OF SICK PAY

The amount of your sick pay will be determined by the length of your Service with your current employer, up to your date of disability, according to the following Service schedule:

- at least 3 months **66 2/3%** of regular earnings
- at least 1 year **70%** of regular earnings
- at least 2 years **80%** of regular earnings
- at least 3 years **90%** of regular earnings
- at least 4 years **100%** of regular earnings

(Regular earnings are those in effect on the last day you are Actively at Work.)

The amount you receive will be the greater of:

- the sick pay benefit stated above
- 60% of your insurable earnings, as defined by the Canada Employment and Immigration Commission.

QUALIFYING PERIOD

The qualifying period is the period of disability before sick pay benefits commence. There is no qualifying period for the first three periods of Total Disability in a calendar year.

No benefit is payable for the first two days of absence in the fourth and subsequent periods of Total Disability in a calendar year. A period of Total Disability may include more than one absence if such absences are from the same or related cause and are separated by a period of less than three weeks.

PAYMENT OF BENEFIT

The sick pay benefit is paid by your employer through salary continuance following the expiration of the qualifying period.

DURATION OF BENEFITS

Benefits are payable for up to 15 calendar weeks based on a normal five-day work week. After that, benefits are granted by the Canada Employment and Immigration Commission for the next 15 calendar weeks.

RECURRENCE OF DISABILITY

When you return from an absence due to a Total Disability and work for three continuous weeks, your benefit period of 15 calendar weeks will be reinstated in full. However, if within three regular work weeks following your return to work you are disabled from the same or a related cause, only the remainder of the 15 calendar week benefit period will apply.

If within three regular work weeks following your return to work you become disabled from an unrelated cause of injury or illness, your benefit period will be reinstated in full. However, if you remain absent from work and you become further disabled (due to a related or unrelated cause of injury/illness) the 15 calendar week benefit period will not be reinstated.

If you return to work on an approved modified work program, you are not considered to be Actively at Work. The time spent doing modified work continues to count toward the expiry of the 15 week benefit period and does not cause it to be reinstated.

EXCLUSIONS

You are not considered to be Totally Disabled unless you are under the active and continuous care of a physician and are following the treatment prescribed by the physician for that disability.

Sick pay benefits are not payable in respect of disability resulting from:

- intentionally self-inflicted injuries
- civil disorder or war
- committing or attempting to commit a criminal offense, excluding operating a vehicle while your blood contains more than 80 milligrams of alcohol per 100 millilitres of blood.

Sick pay benefits are generally not payable for loss of income due to optional medical procedures, such as those not covered by the Ontario Hospital Insurance Plan (OHIP).

PROOF OF DISABILITY

Proof of Total Disability, such as a doctor's certificate, that is satisfactory to your employer, is required if you are absent for three days or more, and is subject to a periodic review thereafter. Such proof may **also** be required at any time in order for you to qualify for benefits.

LEAVES OF ABSENCE

No benefit is payable during leaves of absence.

If you become Totally Disabled prior to a pregnancy or parental leave of absence, the leave will commence on the earliest of:

- the agreed upon leave date
- the date of birth of the child
- the adoption date.

If you become Totally Disabled while on a leave of absence and are unable to return to work, you will be considered to be Totally Disabled on the date you are scheduled to return to work.

DISPUTES

If you dispute an aspect of the sick pay benefit, you may appeal to your employer in writing. You will be responsible for **any** costs involved in making the appeal, including the cost of obtaining medical evidence.

if you are refused sick pay due to insufficient medical evidence, you may appeal with submission of further medical evidence. If you appeal without submitting further evidence, you must bring forward existing evidence that warrants further consideration.

Your employer is responsible for all aspects of responding to your appeal, including costs.

■ WHEN YOUR COVERAGE TERMINATES

Your participation in **this** Plan terminates **on** the earliest of the date:

- you terminate employment, retire or die
- you transfer to a group not covered by the **Plan**
- **the** Plan terminates or your employer terminates participation in the **Plan**.

if you are Totally **Disabled** on the date your participation terminates, you will remain entitled to a benefit subject to the terms and **conditions** of the Plan.

■ UNEMPLOYMENT INSURANCE BENEFITS

Sick pay coverage **from the 16th to 30th weeks** of Total **Disability** is provided by the Unemployment insurance **Illness** Benefit available **through your** local Canada Employment **and** Immigration Commission office. The **two** week **Waiting Period** under Unemployment insurance rules is waived.

DEFINITIONS

Actively at Work and Active Work

At work and able to perform all the regular duties of your occupation for one full working day or shift.

Service

A period of unbroken employment with your employer including:

- vacation days and holidays granted
- approved leaves of absence

Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

Participating Employer

An employer that is a member of the Ontario Hospital Association and participates in any OHA-sponsored plan insured by Clarica and participates in HOODIP.

Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled.

HOSPITALS OF ONTARIO

DISABILITY INCOME PLAN HOODIP

Part B
Long Term
Disability Benefit
Information for
Full-Time Employees
Group Policy No. 2100

Sponsored by
Ontario Hospital Association (OHA)

Insured by
Clarica

August 1992

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31 MAY 1992

 CLARICA

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PERSONAL INFORMATION

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

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

Group Insurance Plan
Service Centre
Clarica
227 King Street S
PO Box 1601 Stn Waterloo
Waterloo ON N2J 4C5

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

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

INTRODUCTION

The Ontario Hospital Association (OHA) established the Hospitals of Ontario Disability Income Insurance Plan (HOODIP) in 1968 to provide uniform disability income benefits for employees of Participating Employers. The Plan provides two periods of benefits: Sick Pay and Long Term Disability. These cover the periods before and after the disability benefits paid by the Canada Employment and Immigration Commission.

This pamphlet describes the Long Term Disability (LTD) benefit. Be sure to read the pamphlet on the Sick Pay benefit.

PLAN HIGHLIGHTS

Comprehensive Coverage

- **During** the **first 15 weeks** of disability, the employer pays up to 100 per cent of earnings.
- Sick pay benefits **from** the **16th to 30th** week of disability are provided by the Canada Employment and Immigration commission.
- **Long Term Disability** benefits of up to 75% of earnings **are** provided by the **Plan** until the employee reaches age 65, or for **life** in some cases.

No Limits on Pre-existing Conditions

Employees who have **completed six months of service** are eligible for coverage regardless of any pre-existing medical conditions.

Rehabilitation Program

The **Plan** offers a program tailor-made for you to help you return to work.

Portability

Members who move **from** one **Participating Employer** to another **may** resume coverage immediately, provided they are re-employed **within six months** of their termination date **with** the previous employer.

Medical Information

You are responsible for costs to obtain medical information.

JOINING THE PLAN

All new employees must **join** the plan after completing the waiting period. The waiting period is the period of time **from** your first day of Active Work **until** the day you complete **six months of service**.

The effective date of coverage will be the latest of:

- the day **after** you complete your waiting period, if you are **Actively at Work** on that day
- if, due to **injury or illness**, you are not **Actively at Work** on that day, the day you have completed **seven consecutively scheduled days** of Active Work following your return to work
- the day that Clarica specifies as your **effective** date following approval of evidence of your **insurability**, if required.

If you begin work with your current employer within **six months** of terminating with another employer where you **also** participated in an OHA-sponsored plan, your coverage becomes effective on **your** first day of employment with your current employer, provided that you are **Actively at Work** (see Portability). **otherwise**, coverage will **begin** after you have been at work for seven days as described previously.

■ WHEN TO APPLY FOR BENEFITS

For LTD benefits to begin on time, your application must be submitted to Clarica at least 6 - 8 weeks before the end of the **qualifying period**. **Any** application for benefits **under this Plan** must be made **within** six months after the end of the **qualifying period**.

■ WHEN BENEFIT PAYMENTS BEGIN

If you become disabled, you may receive LTD **benefits** following a **qualifying period** of 30 weeks of **Total Disability**.

LTD **benefits** are paid monthly, and **begin** one month after you become eligible to receive them. **These** benefits are taxable,

■ RECURRENCE OF DISABILITY

If, after you have completed the 30-week **qualifying period**, you recover and return to active full-time **work**, but within **six months** the same disability recurs, LTD benefit payments will **resume** immediately. However, if you have returned to **work** for more than **six months**, or if you are **disabled** from an **unrelated cause**, the disability will be considered a new disability and you will have to again complete the **qualifying period**.

■ AMOUNT OF LONG TERM DISABILITY (LTD) BENEFIT

The amount of LTD benefit you receive will be **determined** by the length of your Continuous Service (**from** your first day of employment), **as of the day**

before your first day of absence, according to the following schedule:

- at least 6 months 65% of regular earnings
- at least 20 years 70% of regular earnings
- at least 30 years 75% of regular earnings

This benefit will be based on your regular earnings in effect on the last day you are Actively at Work and will be reduced by all of the following:

- any earnings received from your employer
- disability income benefits payable under any other disability income plan toward which your employer contributes
- the amount of any disability or retirement pension receivable from an employer's pension plan
- benefits entitled to from any government plan such as Workers' Compensation, Canada/Quebec Pension Plan, and Old Age Security.

The Plan is allowed to recover benefits paid for loss of income when the injury or illness is the legal liability of a third party. If this applies to you, Clarica will contact you to obtain the information required to proceed with this process.

The minimum payment is \$50 per month to age 65.

■ WHEN BENEFITS STOP

Benefits are payable from the end of the qualifying period until the earliest of the following dates:

- the day you cease to be Totally Disabled
- the day you engage in any occupation for wage or profit except as permitted under the Rehabilitation Benefit
- the day you cease medical care and treatment, or fail to provide proof of the continuance of Total Disability to Clarica, as required
- the day you refuse to participate in an approved rehabilitation program
- the date of your death
- the day you refuse to participate in vocational assessment
- the day you are confined in a prison or similar institution

- your **65th** birthday, if **you** become disabled before age **64** and you have completed fewer **than** 10 years of Continuous Service, when you become disabled
- the **day** 12 months after the Date of Disability, if **you** become disabled after age **64** but before age **65** (minus the qualifying period) and you have completed fewer than 10 years of Continuous Service when you become disabled
- the date **of death** if **you** have completed 10 years **of Continuous Service** when you become disabled. In **this case**, at age **65** your benefit **will** be further **reduced** by any additional payments from government plans and your employer's pension plan **that begin at** that age (see Amount of Long Term **Disability** Benefit)
- the date you **fail to** submit to a medical examination at Clarica's request, by a physician Clarica appoints.

■ **WAIVER OF PREMIUMS**

Premiums are not required for any full calendar months for **which** you are receiving LTD benefits.

■ **EXCLUSIONS**

To be considered Totally Disabled you must be under the **active and continuous** care of a physician licensed to practise medicine and **be following** the treatment **prescribed** by the physician for that disability.

AU Total Disabilities are covered, excluding those **resulting** from:

- intentionally self-inflicted **injury**
- civil disorder or war, whether or not war was declared
- your commission or attempted commission of a **criminal** offense, **excluding** operating a vehicle while your blood contains more than 80 milligrams of alcohol per 100 millilitres of blood.

■ **REHABILITATION BENEFIT**

Employees **who** are receiving LTD benefits may **require assistance** to enable them to **return to** the work force. **Each day** approved for benefits is

reviewed in Clarica's rehabilitation department. You may be contacted by a rehabilitation consultant to help you develop and co-ordinate a rehabilitation program. A rehabilitation program *can* involve skill upgrading, educational programs, work trials in a **new** or related field or **part** time work prior to returning full time to your **own job**.

If you work part time **as part** of an approved rehabilitation program, your regular monthly disability benefit will be **reduced** by 50% of your rehabilitation **earnings**. If the **total earnings** received from **this** employment plus your **reduced LTD** benefit **exceed** 100% of your pre-disability **earnings**, the disability benefit will be reduced so **that** the total equals your pre-disability regular earnings.

LEAVES OF ABSENCE

If you **take** an approved leave of absence, your benefits may be continued for a period of up to 12 months by your Participating Employer. Premiums are not required for **HOODIP** during **such** a leave. If you **are** unable to return to work due to **Total Disability**, you will be considered disabled as of your scheduled return date.

PORTABILITY OF COVERAGE

If you terminate employment and **go to** work for another Participating Employer **within six** months, you will be immediately eligible for coverage under your new employer's plan, providing you are Actively at Work on your first day of work. If due to **injury** or **illness** you are not Actively at Work on that day, then coverage will be effective after seven days as **described** under Joining the Plan. Your level of coverage will be that offered under your new employer's plan, and may **differ** from your previous coverage.

You must **ask** your **new** employer to arrange **this** transfer of coverage within one month of your first day of employment and **inform** your **new** employer of **all** service counted toward coverage. If you **fail to do so**, you will have to provide medical evidence of your insurability, **at your own expense**, to **complete** the transfer of coverage. 23

MEDICAL APPEALS PROCESS

If your application for disability benefits is **denied** on the basis of medical **evidence**, you **can** appeal that decision by **submitting new medical evidence within 3 months** of the initial decline letter.

Mer you have **followed this** appeal process for declined claims and Clarica is **satisfied** that all available medical documentation **has** been submitted but **our** decision **has** not changed, you **will** be **offered MAP (Medical Appeals Process)** for final resolution **of** the claim.

First, you will be asked to **sign** an agreement and authorization **form** to continue **on with this** process. Then, you **will** appoint a physician to act on your **behalf**. **Clarica's Medical Director or** designate will **act on Clarica's behalf**. The **two** physicians **will** jointly **choose a** third independent physician to review all available medical and functional evidence and **undertake** additional tests or examinations, as deemed **necessary**. **The decision** of the independent **physician to admit the claim or to maintain the decline** is binding on you, Clarica and the **OHA, and no further action can be taken**. If the decision is to admit your claim, Clarica still has the right to **periodic reviews** of your condition to determine continuation **of your** benefits. The **cost of the MAP** process will be **charged** to the Plan.

WHEN YOUR COVERAGE TERMINATES

Your membership in this Plan terminates on the **earliest** of the date:

- you **are** not eligible
- you **are** not employed by the Participating Employer
- you do not belong to a Participating Group
- you do not live in Canada
- **your** disability benefit terminates and you do not return **to** work
- the group benefit plan terminates.

if you are **Totally Disabled** on the date your membership terminates you will remain **entitled to a benefit subject to** the terms and **conditions of the Plan**.

DEFINITIONS

Actively at Work and Active Work

At work and able to perform all the regular duties of your occupation for one full working day or shift.

Continuous Service

A period of unbroken employment with your employer, plus any additional eligible service as a result of a transfer from another Participating Employer including

- vacation days and holidays granted
- approved leaves of absence
- temporary layoffs
- interruptions of service approved by Clarica.

Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

Participating Employer

An employer that is a member of the Ontario Hospital Association and participates in any OHA-sponsored plan insured by Clarica.

Participating Group

A group of employees that participates in any OHA-sponsored disability income life plan insured by Clarica.

Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled, for the first two years you are absent from work and not engaged in any gainful occupation that provides an income that is equal to or greater than the amount of monthly disability benefit payable under HOODIP.

Unable, after two years, due to injury or illness, to participate in any gainful occupation for which you are, or may become, fitted through training, education or experience.



CLARICA

HOSPITALS OF ONTARIO

**GROUP LIFE
INSURANCE
PLAN
HOOGLIP**

**information for
Full-Time Employees**
Group Policy No. 2100

Sponsored by
Ontario Hospital Association (OHA)

Insured by
Clarica

August 1992

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PERSONAL INFORMATION

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

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

Group Insurance Plan
Service Centre
Clarica
227 King Street S
PO Box 1601 Stn Waterloo
Waterloo ON N2J 4C5

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

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

INTRODUCTION

The Ontario Hospital Association (OHA) established the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) in 1962 to provide uniform group life insurance benefits for employees of Participating Employers. HOOGLIP helps protect your financial interests and those of your beneficiary.

■ PLAN HIGHLIGHTS

Basic Coverage

You may select the amount of basic group life coverage - either \$5,000 or twice your annual rate of earnings.

Post-Retirement Coverage

Reduced coverage is available for retired members at no further cost.

Payment to the Terminally Ill

There is a 90% early payment for terminally ill members.

Immediate Payment

When an employee dies, the beneficiary is entitled to partial payment of up to \$5,000 through any Clarica branch office within 48 hours of receipt of request.

Portability

Members who move from one Participating Employer to another may resume coverage immediately, provided they are re-employed within six months of their termination date with the previous employer.

No Benefit Ceiling

There is no ceiling on the insured amount when you choose twice your annual rate of earnings.

Medical Information

You are responsible for costs to obtain medical information.

■ JOINING THE PLAN

All new employees must join the plan after completing the waiting period. The waiting period is the period of time from your first day of Active Work until the day you complete three months of service.

When you enrol, you will be asked to choose coverage of either \$5,000 or twice your annual rate of earnings rounded to the nearest \$500.

The effective date of coverage will be the latest of:

- the day after you complete your waiting period, if you are Actively at Work on that day

- if, due to injury or illness, you are not Actively at Work on that day, the day you have completed seven consecutively scheduled days of Active Work following your return to work
- the day that Clarica specifies as your effective date following approval of evidence of your insurability, if required.

■ CHANGING YOUR AMOUNT OF INSURANCE

If you choose the \$5,000 and later acquire a spouse or a child, you may apply for the higher level of coverage without submitting medical evidence of insurability, provided you do so within 60 days of acquiring the spouse or child. The higher level of coverage will begin on the first of the month following receipt of your application.

To apply for the higher level of coverage at any other time, you must submit medical evidence of insurability.

The higher level of coverage will begin on the first of the month following approval of your medical evidence of insurability.

Any change in the amount of insurance due to a change in your earnings will be effective on the first of the month following the change in earnings.

If, due to injury or illness, you are not Actively at Work on the date a change in coverage would otherwise become effective, the change becomes effective on the date that you return to Active Work.

■ APPOINTING A BENEFICIARY

When you enrol, you should name a beneficiary. If your beneficiary is a minor, you must also complete a special form to appoint a trustee. You may change your beneficiary at any time (subject to legal provisions) by completing the appropriate form(s). All forms are available from your Human Resources department. If you do not appoint a beneficiary, or if your beneficiary predeceases you, payment will be made to your estate.

POST-RETIREMENT COVERAGE

On your 65th birthday or when you retire, whichever is earlier, your regular coverage will end and retirement coverage will begin for life, at no further cost.

Retirement coverage is \$300 for each completed year of service as a full-time employee, to a maximum of \$4,500. Completed years of service include Continuous Service, any qualifying period and **any** period during which premiums are waived due to disability.

DISABILITY BENEFIT

If **you** become disabled before age 65, coverage under HOOGLIP may be continued. Premiums are not required after you have been **Totally Disabled** from the same or related causes for **six** continuous months. Contact your plan administrator within 12 months of your Date of Disability **with** respect to submitting a disability claim to Clarica.

If you remain disabled until age 65, retirement coverage will apply (see Post-Retirement Coverage). The period of time during which you were disabled counts as service toward retirement coverage.

HOW DEATH BENEFIT WILL BE PAID

If **you** die while insured under this Plan, the benefit will be paid to your beneficiary.

The death benefit can be:

- paid in cash
- used to provide an income in the form of an annuity
- left on deposit **with** interest.

The choice of settlement may be made by you or, if you do **not** make a choice, by your beneficiary.

EARLY PAYMENT OPTION

If it is medically proven that **you** are competent and certain to die within 12 months, you will be eligible to receive a cash payment of 90% of the sum for which you are insured, in lieu of all other benefits under HOOGLIP. Your Human Resources department **can** help you apply for early payment.

LEAVES OF ABSENCE

If you take an approved leave of absence, your benefits may be continued for a period of up to 12 months by your Participating Employer. Premiums are required for HOOGLIP during such a leave. If you are unable to return to work due to Total Disability, you will be considered disabled as of your scheduled return date.

PORTABILITY OF COVERAGE

If you terminate employment and go to work for another Participating Employer within **six** months, you will be immediately eligible for coverage under your new employer's plan, providing you are Actively at Work on your first day of work. If, due to injury or illness, you are not Actively at Work on that day, then coverage **will** be effective after seven days as described under Joining the Plan. Your level of coverage **will** be that offered under your new employer's plan, and may differ from your previous coverage.

You must ask your new employer to arrange this transfer of coverage **within** one month of your first day of employment and **inform** your new employer of all service counted toward coverage. If you fail **to** do so, **you** will have to provide medical evidence of your insurability, at your own expense, to complete the transfer of coverage.

MEDICAL APPEALS PROCESS

If your application for disability benefits is denied at the onset on the basis of medical evidence, you can **appeal** that decision by submitting **new** medical evidence within 3 months of the initial decline letter.

After you have followed **this** appeal process for declined claims and Clarica is satisfied that all available medical documentation has been submitted but our decision has not changed, you **will** be offered MAP (Medical Appeals Process) for final resolution of the claim.

First, you will be asked to **sign** an agreement and authorization form to continue on with this process. Then, you **will** appoint a physician to act on your

behalf. Clarica's Medical Director or designate will act on Clarica's behalf. The two physicians will jointly choose a third independent physician to review all available medical and functional evidence and undertake additional tests or examinations, as deemed necessary. The decision of the independent physician to admit the claim or to **maintain** the decline is binding on you, Clarica and the OHA, and no further action can be taken. If the decision is to admit your claim, Clarica still **has** the right to periodic reviews of your condition to determine continuation of your benefits. The **cost** of the MAP process will be charged to the Plan.

WHEN YOUR COVERAGE TERMINATES

Your membership in this Plan terminates on the earliest of the date:

- **you** are not eligible
- you are not employed **by** the Participating Employer
- **you** do not belong **to** a Participating Group
- you do not live in Canada
- your disability benefit terminates and you do not return to work
- the group benefit plan terminates.

If you are Totally Disabled on the date your membership terminates you will remain entitled **to a** benefit subject to the terms and conditions **of** the Plan.

CONVERTING TO AN INDIVIDUAL PLAN

When you stop working for a Participating Employer, retire or reach age 65, whichever occurs first, you may convert, without evidence of insurability, the amount of coverage lost under HOOGLIP to an individual life policy offered by Clarica. This policy will not include a Total Disability or accidental death benefit. You must pay the premium for this individual plan. If you are age 65 or over, the individual policy will be a permanent insurance policy under a regular plan being issued by Clarica. If you are under age 65, you may also choose from the additional options of:



- a term insurance policy for a period of one year
- a term insurance policy to age 65.

In either **case**, the amount of coverage you convert cannot exceed the least **of**:

- the amount of coverage lost
- **\$200,000**
- the maximum amount of coverage for which **you** have been insured under HOOGLIP, minus the total amount of any individual insurance you previously obtained using the conversion benefit.

You must **apply** for the policy and pay the first premium within 31 days of terminating your coverage under HOOGLIP. During this **31-day** conversion period, the amount of coverage lost **will** be **maintained** at no cost to you and if you should die during this 31-day period, your beneficiary will receive the amount of insurance for which you were covered under **HOOGLIP**.

DEFINITIONS

Actively at Work and Active Work

At work and able to perform all the regular duties of your occupation for one full working day or shift.

Continuous Service

A period of unbroken employment with your employer, plus any additional eligible service as a result of a transfer from another Participating Employer including:

- vacation days and holidays granted
- approved leaves of absence
- temporary layoffs
- interruptions of service approved by Clarica.

Date of Disability

The first day of regularly scheduled employment for which you cannot report due to injury or illness.

Participating Employer

An employer that is a member of the Ontario Hospital Association and participates in any OHA-sponsored plan insured by Clarica.

Participating Group

A group of employees that participates in any OHA-sponsored group life plan insured by Clarica.

Total Disability and Totally Disabled

Unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which you participated immediately before becoming disabled, for the first two years you are absent from work and not engaged in any gainful occupation.

Unable, after two years, due to injury or illness, to participate in any gainful occupation for which you are, or may become, fitted through training, education or experience.

Updated December 2004

*Your Pension,
Your Plan*

A guide for new HOOPP Members

Retirement may seem a long way off, but it's never too early to start planning. As a new or prospective member of the Hospitals of Ontario Pension Plan (HOOPP), you're in an enviable position. The cornerstone of your retirement plan – and a more financially secure future – has already been laid.

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Introduction

When it was formed in 1960, HOOPP was one of Canada's first fully portable, multi-employer pension plans. Today, it is one of the biggest **and** most respected pension plans in the country. It has approximately 142,000 active Plan members, more than 300 participating employers, and over 63,000 current and deferred pensioners.

As a defined benefit plan, HOOPP **will** provide **you** with a retirement income based on a formula that takes into account your earnings history and service in the Plan. **And** once you start receiving your pension, you'll get it for life.

In addition to a lifetime retirement pension, HOOPP offers members **a** number of valuable features, including:

- partial inflation protection;
- early retirement benefits;
- disability benefits;
- portability provisions;
- survivor benefits; **and**
- **an** opportunity to increase benefits by purchasing past service.

You'll learn more about all of these features in this booklet or by visiting our website hoopp.com. The site features a pension calculator that allows you to generate your **own** pension estimate, based on the data from your most recent HOOPP Annual Statement, or on your **own** estimate of future earnings and service. **It can** give you **an** interesting snapshot of your potential lifetime pension, and any early retirement benefits to which you may be entitled.

The website, as well as other HOOPP publications (see list on page 29) also have more detailed information on subjects **such** as planning **for your** HOOPP retirement.

Finally, as **you** read *Your Pension, Your Plan*, you may come across unfamiliar pension terms. If that happens, simply refer to the Summary of Terms **at** the end of the booklet.

Start planning now

As good as your HOOPP pension may be – and it's one of the best – it may not meet all of your retirement income needs. Government-sponsored pensions might help narrow the gap. But you'll probably need some savings of your own to supplement your retirement income. To ensure you have enough for a comfortable, worry-free retirement, start preparing now.

About this booklet

This booklet is designed to outline as simply as possible the main features of HOOPP as of July 1, 2004. An exact and complete description of the Plan provisions and your entitlements can be found in the Hospitals of *Ontario Pension Plan Text*, the official Plan document. In cases where the information provided by this booklet, your employer, or any other source differs from that contained in the Plan Text, the Plan Text will govern. Decisions based on the information provided in this booklet are your responsibility.

Who runs HOOPP?

HOOPP is governed by a Board of Trustees made up of 16 voting members. Eight trustees are appointed by the Ontario Hospital Association (OHA) and four unions each appoint two trustees. The unions are the Ontario Nurses' Association (ONA), the Canadian Union of Public Employees (CUPE), the Ontario Public Service Employees' Union (OPSEU), and the Service Employees International Union (SEIU). There can be two non-voting pensioner observers on the Board.

It's important to realize that all HOOPP members – including the approximately 30 per cent who don't belong to any of the four unions – are represented by the 16 trustees. Trustees have a fiduciary responsibility to administer the Plan in the best interests of all its participants, regardless of their union or other affiliation.

Joining the Plan

Full-time employees

If you are a new full-time employee, you'll join HOOPP the day you **start working**. That **means you** begin to build benefits right away.

Part-time employees

If **you** are a part-time or **casual employee, you** can join in the year after **you** have:

- worked a **minimum** of 700 **hours**; or
- earned at least 35 per cent of the year's maximum pensionable earnings (YMPE).

To meet the **minimum** eligibility requirements, you *can* add together **your hours** or earnings from more **than** one HOOPP employer **and** you can include non-pensionable earnings, such **as** overtime pay **and** certain temporary bonuses. Once **you** have met the **minimum** requirements, **you can join** HOOPP at **any** time in **the** next calendar year. If **you** don't become a member in **that** year, **you** must re-qualify before **you** can **join**. (Your employer can choose **to** waive the requirements, allowing you to **join** right away.)

Once you've joined, there are **no minimum** earnings or hours that must be met **to** continue membership in **the Plan**.

Joining HOOPP is optional for part-time employees, unless you are hired into a HOOPP designated part-time group. A designated part-time group is a group of part-time employees, established by your employer, which is covered by the same eligibility rules as full-time employees.

If you move from part-time to full-time work, and you are not already a HOOPP member you must join HOOPP – and begin contributing– immediately.

Membership continues

Once you join HOOPP –whether you work full time or part time – you’ll continue to be a member of the Plan until you terminate employment, retire, or die.

Special Situations at Enrolment

Retired members

After you retire, you can **go** back to work with a HOOPP employer.

If you want to continue receiving your pension during your return to work, you don't have to **do** anything.

However, you can choose to temporarily stop your HOOPP pension, resume **contributing to the Plan**, and build more pension benefits during your return to work. When you begin to collect your pension again, it will be adjusted to reflect the additional pension benefits you have built. You must stop your pension for at least one month before you can begin to collect it again.

More than one HOOPP employer

If you **work** for more than one HOOPP employer, you must belong **to** the Plan **at** all of them, unless you **work** full time at one HOOPP employer and part time at others. If you're in this situation, you may not have to contribute at the part-time employer(s). Contact your employer's **human resources** department for more details.

If you participate in HOOPP at more than one employer, you cannot receive a HOOPP termination **or** retirement benefit until you have terminated or retired **from** all your HOOPP employers.

Portability of benefits

HOOPP is designed **to** meet the unique needs of people **working** in health care. That's why HOOPP lets you bring pension benefits into the Plan when **you** join, or take them **with** you when **you** leave your current employer. Transferring benefits to the plan you're moving to will help you build a bigger pension in that plan.

Transfers from another HOOPP employer – When you move from one HOOPP employer to another, without a break in employment, you can remain in the Plan. Your new HOOPP employer will begin deducting HOOPP contributions right away.

Transfers from a non-HOOPP employer – If you have pension benefits in another registered pension plan, you may be able to transfer those benefits into HOOPP when you join the Plan. However, the benefits you are credited **with** in HOOPP may not be exactly the same **as** you had in your former plan, due to differences in plan features.

There are specific time **limits** and benefit ceilings that apply to **transfers**. For more information on portability, including applicable **limits** and ceilings, contact your **human** resources department.

Reinstatement of benefits

If you're a **former** HOOPP member who left your benefits in HOOPP when **you** terminated Plan membership, you may be able to reinstate some or all of the service **you** had in the Plan. To do this, you **must**:

- join HOOPP immediately at your new employer, even if you work part time;
- return any refundable contributions, plus interest, that you received from HOOPP when you terminated; and
- return **the** funds within **six** months of the day you re-enrol in the Plan.

If you return only part of **the** refundable contributions (plus interest) that you received, part of your service will be reinstated and the rest will remain **as a** deferred HOOPP pension.

Divestments and mergers

Different **rules** apply if you change employers due to a divestment – a sale, assignment, or disposition of business – or if your employer has changed pension plans. You should have been provided with a different HOOPP booklet if one of these situations applies to you. If you were not, please ask your employer for one.

Being a Member

What will it cost?

How much you contribute to HOOPP will depend on how much you earn and the Plan's contribution formula.

In 2004 and 2005 you contribute:

- 6.9 per cent of your annualized earnings up to the YMPE; and
- 9.2 per cent above the YMPE.

Employers contribute 126 per cent of what members contribute.

If you work part time, your contributions will be calculated using the same formula, but will be reduced to reflect the number of weeks you actually work. For example, if you are a part-time employee who works two-and-a-half full days a week, you will contribute 50 per cent of what you'd contribute if you worked five full days a week.

In 2004 and 2005, you'll contribute \$6.90 for every \$100 you earn up to the YMPE and \$9.20 for every \$100 above it. The YMPE, which changes every year, is \$41,100 in 2005.

Here's how much Sally – who works full time all year and has annualized earnings of \$45,000 – contributes to HOOPP for the year:

\$ 2,835.90	(6.9% X \$41,100)
\$ 358.80	(9.2% X \$ 3,900*)
<hr/>	
\$ 3,194.70	per year

* Sally's annualized earnings were \$3,900 above the YMPE of \$41,100.

Your employer will calculate your contributions each pay period. Contributions will be deducted directly from your pay and are tax deductible.

To **ensure** the **Plan** is able to fulfil its **pension** promise, contribution rates for members and employers are periodically adjusted. **Rates are** set by HOOPP's **Board** of Trustees, based **on** the advice of actuaries who **review** the **Plan's financial status** each year.

When you don't contribute

Normally, **Plan** members continue to contribute to HOOPP until they terminate Plan membership, retire, or die.

HOOPP allows you to choose to stop contributing to the **Plan** in **two** different situations:

- at the point you switch to part-time work **from** full-time work; **and**
- if, during the course of a calendar year, you become employed full time at one employer and part time at others – if **this** happens, you **can** choose to stop **making** contributions at your part-time employer(s).

If you choose to stop contributing after a switch to part-time work, you remain a **Plan** member but do not build **any** contributory service, a key component of **your** pension. The more contributory service you have, the greater your pension will be.

Leaves (other than health)

Many people take a leave from work. It may be to travel, start a family, or to return to school.

If **your** employer lets you take a leave **from** work, you will continue to build **Plan** membership while away. **Plan** membership is **an** important factor in determining your eligibility for **HOOPP** benefits. **You** may **also** be able to make contributions for a leave – usually only with your employer's permission. Contributory service is one of the factors used **in** the calculation of your pension.

Contributing for a leave: If you contribute for the leave, you **can** either make periodic contributions while you are away, or make all the contributions as a lump **sum** payment **no** later than **six** months from the **end** of the leave.

All contributions you make will be matched by **your** employer at the usual rate.

If you don't contribute: If you don't contribute during a leave, you'll still build Plan membership while away. Later, you can purchase the service related to the leave under HOOPP's past service purchase program. It's important to realize that your employer does not contribute to the cost of a past service purchase. That's one of the reasons why it usually costs more to build service this way.

Special leaves: You don't need your employer's approval to make contributions for a pregnancy/parental leave, a strike/lockout period, or an emergency leave. Contributions can't be made during a strike or lockout, but can be made as a lump sum within *six* months of the end of the strike or lockout.

Pension leave limits: Under the Income Tax Act, there's a five-year limit in the Plan on the **amount** of pension service you can build if you contribute when away from work on leave (or during a temporary period of reduced earnings, as described on page 10). There is an additional limit of up to three years **on** the amount of service you can build during pregnancy/parental leaves. (If you use up the three-year pregnancy/parental limit, and apply to contribute for another pregnancy/parental leave, you **can** apply the time against the five-year limit.)

If you apply to make contributions for a leave (or to "top up" contributions during a temporary period of reduced earnings) and have already reached these limits while participating in HOOPP, your application will be denied. However, you will still build Plan membership, and can purchase service related to a leave using HOOPP's past service purchase program.

Once you return to work **from** a leave, you must - if you have not been contributing - resume contributions to the Plan immediately.

Health leaves and disability provisions

The disability benefits you receive from HOOPP depend on the extent of your disability as demonstrated by the medical evidence that you and your physician(s) supply. It is critical that HOOPP receive your medical evidence by the deadlines specified. Failure to do **so** may render you ineligible, or reduce your entitlements.

HOOPP provides eligible disabled members with one of two benefits, free accrual or a disability pension. Free accrual allows you to continue to build pension benefits as if you were working, but without **making any** contributions to the Plan. The chart below outlines the **general** details of the **Plan's** disability benefits.

	Partially disabled	Totally disabled	Totally and permanently disabled
Definition	Unable to perform own job	Unable to perform any job at present	Permanently unable to perform any job
Benefit	4 years of free accrual	Free accrual to 65 or age 65, whichever comes first	Free accrual to age 65 or age 65, whichever comes first, or a disability pension
Medical evidence usually required	After the first 15 weeks on a health leave, once a year	Once every two years	As requested

Health leaves

To **go** on a health leave you must:

- have made contributions **to** the Plan, and
- have your employer's approval

During the first 15 weeks of the health leave you must make contributions on any earnings **you** receive. You **can** arrange with your employer to continue to make contributions at your pre-leave level if you receive less than your normal earnings, or if **you** don't receive **any** earnings at all. If you are receiving Workplace Safety & Insurance Board (WSIB) benefits, you have the option to make contributions on these benefits.

Medical evidence required at end of 15 weeks

If, at the end of the first 15 consecutive weeks of a health leave, you provide HOOPP **with** medical evidence that you can't perform **your own** job, and you are approved by HOOPP, you will receive free accrual of pension benefits until the next date at **which** HOOPP requires medical evidence of your disability. This date **will** vary, depending on **your** level of disability as described earlier.

If **your** employment is terminated while you are receiving free accrual, you **can** apply **to** HOOPP for a health extension, **which** can allow you **to** continue **to** build pension benefits for up to **four** years **from** the beginning of your health leave.

If at the end of **four** years you do not meet HOOPP's definition of totally disabled or totally **and** **permanently** disabled, you must **resume** making contributions **to** the Plan **or** **your** membership **will** end.

Total disability leaves

If at any time during your health leave **you** are determined **by** HOOPP **to** be totally disabled, you **will** be placed on a total disability leave. Under **this** provision you **will** receive free accrual of pension benefits as long as you provide medical evidence as required by HOOPP and continue to **qualify** **as** totally disabled. **You** can remain on a total disability leave until **you**:

- terminate or retire from the Plan, or
- accrue 35 years **of** service or reach age 65, whichever comes first

Disability pension

If you think that you are totally and permanently disabled, or HOOPP has already determined, based on your medical evidence that you are, you **can** apply for a disability pension if:

- you are within four years from the first day of **your** health leave
- **you** are under age 65
- belonged **to** HOOPP for at least **two** years and,
- contributed to the Plan before your date of disability

The way a disability pension is calculated depends on when you apply **for** it.

In 2005, a HOOPP disability pension is calculated based on the contributory service you **accrue** to the date your disability pension **starts**, plus the projected years of contributory service you would have built in HOOPP up to age 65 or 35 years **of** service, whichever would have come first, had you remained an active member of the Plan, subject to legislated maximums.

Disability pensions paid to members after 2005 **will** be based on the member's contributory service accrued to the date the **disability pension starts**. There **will** be no projected service.

Bridge and **transition** benefits are not available with a disability pension.

For more information, please see HOOPP's publication on disability benefits.

Temporary periods of reduced earnings

You **can**, with your employer's permission, choose to "top up" your contributions during a temporary period of reduced **earnings** to what they would have been had your earnings not been reduced. (**An** example of **a** temporary period of reduced earnings would be a short-term job-sharing program.) You can do **this** if you work **full time** or part time. You can also choose to pay the "top up" contributions as a lump **sum**, **as long as** you do **so** within **six** months of the end of the temporary period of reduced earnings.

To qualify, you must have worked for your HOOPP employer for at least 36 months before the start of **the** period of reduced earnings. See your employer for details.

Temporary periods of reduced earnings are not available for past service purchase, **and** there's a lifetime limit, under the Income **Tax Act**, on how much you can contribute (see page **10**).

Purchasing past service

You **can**, under the **Plan's** past service purchase program, increase your Contributory service by purchasing eligible periods of past service. Your employer is not allowed to contribute to the cost of a past service purchase.

The periods of past service that can be purchased are:

Any **period** when **you** were employed **by** a **HOOPP** employer, but were not **enrolled in the Plan**: This can include a waiting period.

Leaves: This includes any **type** of employer-approved leave for which you didn't make contributions to **HOOPP**. It also includes any time you lost due to a temporary layoff, strike or lockout, emergency leave, or when you were on loan to another employer and didn't make **HOOPP** contributions, subject to certain conditions. Periods when you were on a health leave, health extension, or extended disability leave are not available for past service purchase because **HOOPP** credited you with contributory service during such leaves.

Service with a predecessor employer that now participates in **HOOPP**: This service includes 'non-pensionable' periods of service with a predecessor employer (such as a waiting period for a former pension plan) if the successor employer now participates in **HOOPP**.

Former service in **HOOPP**: This is service, before your current period of Plan membership, for which you received a termination benefit from **HOOPP**.

Past service in another pension plan: This includes service with a pension plan that you used to belong to and which became part of **HOOPP** or that has a reciprocal transfer agreement with **HOOPP** for which you didn't **qualify**.

Prior service with a new **participating** employer: If you work at an organization that now participates in **HOOPP**, but previously didn't, the period of continuous service you had before the organization joined the Plan may be available for past service purchase. One of **two** conditions must have occurred – either the employer didn't previously offer a registered pension plan or if it did, you didn't belong to it.

Keep in mind that, generally, the longer you wait to purchase an eligible period of past service, the more it will cost. For more details on past service purchases, ask your human resources department for the **HOOPP** publication on **this** topic or visit the Members' section of **HOOPP's** website, hoopp.com.

Retirement

How much pension?

Getting a pension is what HOOPP is all about. When you retire, HOOPP will pay you a lifetime pension. The size of that pension will **depend** largely on **your earnings history and** service in **the Plan**.

For each year of contributory service, your basic lifetime HOOPP pension will be:

- 1.5 per cent of your average annualized earnings up to the average year's **maximum** pensionable earnings (YMPE); plus
- 2.0 per cent of your average annualized earnings above the average **YMPE**.

For example, if 65-year-old Mary retired today with average annualized earnings of \$50,000 and 20 years of contributory service, her basic lifetime pension **would** be calculated like **this**:

\$ 12,150	(1.5% X \$40,500* X 20 years)
+ 3,800	(2.0% X \$9,500* X 20 years)
<hr/>	
\$ 15,950	per year

* In this example, the three-year average year's maximum pensionable earnings (YMPE) is \$40,500, and Mary's average annualized earnings were \$9,500 above the average YMPE.

If you retire before age 65, several other factors – such as **your** age and years of Plan membership at retirement – can **also** affect the final amount of your pension.

A projection of the approximate pension you can expect to receive if you contribute to the Plan until retirement will be provided on the HOOPP Annual Statement you will receive usually by June 30 every year.

When can you retire?

The normal retirement age for HOOPP members is **65**. The earliest you can retire is **age 55**.

If you have two or more years of **Plan** membership, **you qualify to** retire as early as age **60** without **any** reduction in the pension you have earned **to** date or as early as age **55**, usually with a reduction (see page 20). There is no reduction once you have completed 30 years of **Plan** membership.

If **your** employer lets **you** work past age **65**, you *can* continue to build pension benefits as late as age **69**. For details on retirement after age **65**, see page 21.

Early retirement benefits

The bridge benefit

You'll receive a bridge benefit if you retire from HOOPP while aged **55 to 64**. The bridge benefit is a **monthly** payment that supplements your basic lifetime HOOPP pension until age **65** when government pensions normally begin.

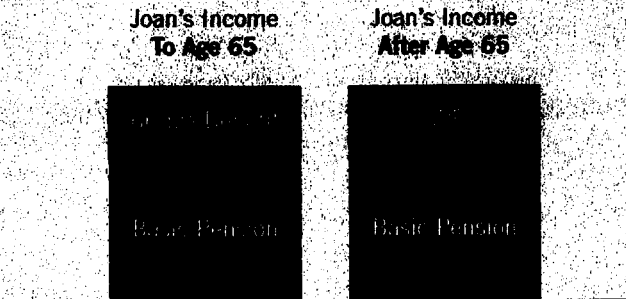
The bridge is intended to increase your basic lifetime pension to a full two per cent of your average annualized earnings for each year of contributory service.

In other words, the full bridge equals 0.5 per cent of your average annualized earnings up to **the** average YMPE for each year **of** contributory service. The bridge benefit, **as well as your** basic lifetime pension, will be reduced - as **shown** in the Early Retirement Table (see page 20) - unless you have at least 30 years of Plan membership or are age **60** or older at the time of retirement.

The bridge benefit is payable until age **65** or your death, whichever occurs first. It is not payable if you are receiving a HOOPP disability pension.

The bridge benefit's role in your retirement

Joan is 60 and has 30 years of contributory service. Her basic lifetime pension is \$21,600 a year. Until age 65, Joan will receive a \$5,400 annual bridge benefit from HOOPP. At age 65, the bridge benefit ceases. At that point, Joan should be eligible to receive benefits from the Canada Pension Plan (CPP). Receiving a HOOPP bridge benefit doesn't mean you can't receive CPP benefits. In fact, CPP benefits can be received earlier than age 65, subject to early retirement reductions. For simplicity's sake, inflation has not been factored into this example.



The transition benefit

You will receive another benefit – the early retirement transition benefit – available under a temporary Plan improvement if you are age 55 by Dec. 31, 2005, and:

- are under age 65 when you retire
- have five or more years of **Plan** membership (as of Dec. 31, 2005), and
- retire immediately upon termination of **Plan** membership

No new members will be able to qualify for **this** benefit after Dec. 31, 2005.

Like the bridge benefit, the transition benefit supplements your basic lifetime **HOOPP** pension **until** age 65 when government pensions normally begin. The full transition benefit – approximately \$475 a month – is based on the Old Age **Security** (OAS) benefit **as** of the date you retire.

The **full** transition benefit is subject to two reductions. It **will** be reduced proportionally for each year or partial year that your contributory service is less **than** 10 years at retirement. For example, if you have 8.5 years of service, **you'll** receive 85 per cent of the **full** amount or about \$404 a month. This amount will be further reduced, as explained in the **next** section (see page 19), unless **you** have **at** least 30 years of Plan membership or are age 60 or older at the time of retirement.

The **transition** benefit is payable until age 65 or your death, whichever comes first. It is not payable if you are receiving a **HOOPP** disability pension.

Early Retirement Table

Your pension **will** be reduced if you retire early, unless you are:

- age 60 or older, with **two** or more years of Plan membership; or
- between age 55 and 59 with 30 or more years of Plan membership

The earliest you can retire from HOOPP is age 55. Reductions offset the fact that you are receiving a pension earlier and, therefore, are likely to collect it longer. Reductions are permanent and apply to any pension that may be payable to your qualifying spouse after your death.

The Early Retirement Table shows what percentage **of** your pension you'll get if you retire early. The table, **which** also applies to any bridge or transition benefits you're entitled to receive, is based on the combination of your age and completed years of Plan membership. Partial years don't count on HOOPP's table - you must complete a full year of Plan membership, or pass a birthday, **to** reach the next level.

You'll see that the later you retire - or the longer you've belonged to the Plan - the larger your benefit will be. **If** you've reached age 60 or completed 30 years of Plan membership when you retire, there are no reductions - you receive 100 per cent of the benefits you've built to date.

Early Retirement Table

Years of Plan Membership*	Percentage of Pension Payable?					
	Age55	Age56	Age 57	Age58	Age59	Age 60+
2-14	70.0%	76.0%	82.0%	88.0%	94.0%	100%
15	77.5%	82.0%	86.5%	91.0%	95.5%	100%
16	79.0%	83.2%	87.4%	91.6%	95.8%	100%
17	80.5%	84.4%	88.3%	92.2%	96.1%	100%
18	82.0%	85.6%	89.2%	92.8%	96.4%	100%
19	83.5%	86.8%	90.1%	93.4%	96.7%	100%
20	85.0%	88.0%	91.0%	94.0%	97.0%	100%
21	86.5%	89.2%	91.9%	94.6%	97.3%	100%
22	88.0%	90.4%	92.8%	95.2%	97.6%	100%
23	89.5%	91.6%	93.7%	95.8%	97.9%	100%
24	91.0%	92.8%	94.6%	96.4%	98.2%	100%
25	92.5%	94.0%	95.5%	97.0%	98.5%	100%
26	94.0%	95.2%	96.4%	97.6%	98.8%	100%
27	95.5%	96.4%	97.3%	98.2%	99.1%	100%
28	97.0%	97.6%	98.2%	98.8%	99.4%	100%
29	98.5%	98.8%	99.1%	99.4%	99.7%	100%
30+	100%	100%	100%	100%	100%	100%

Retirement after age 65

If your employer **lets** you work past age 65, you can continue to contribute to HOOPP and build your benefit until November of the year in which you turn age 69.

Pensions that **start** after age 65 will be increased to reflect the fact that you are **starting your** pension payments later.

The adjustment, which will be applied only to the pension benefits you've earned up **until** age 65, will **equal** 0.5 per cent of **those** benefits for each complete month **you work** between your **65th** birthday and the date you retire.

Inflation protection

The portion of **your** HOOPP pension based on contributory service built before 2006 receives a guaranteed annual cost of living adjustment equal to 75 per cent of the previous year's increase in the consumer price index (CPI), to a **maximum** CPI increase of 10 per cent. The Board of Trustees can increase **the** adjustment to 100 per cent of the previous year's CPI increase – again to a **maximum** CPI increase of 10 per cent – if funds permit, although this additional ad hoc adjustment isn't guaranteed. For **the** portion of the benefit based on service acquired after 2005, the amount of **COLA** will not be guaranteed. HOOPP's Board of Trustees will vote annually on whether to provide inflation protection on post-2005 service, and if there is **an** increase, how much it will be. Annual COLA increases will range from zero to 100 per cent of **the** previous year's increase in the CPI, again to a maximum CPI increase of 10 per cent.

Increases are applied each April 1.

Benefits for your qualifying spouse

Part of planning for your retirement is ensuring **your** qualifying spouse **will** have pension income if you die first. HOOPP's spousal features eliminate some of the uncertainty.

If you have a qualifying spouse on **the** date you retire, and subsequently die before that spouse, HOOPP will pay that person a monthly lifetime pension, **this** pension will be a percentage of the basic lifetime pension you were **getting**. (Basic lifetime pensions don't include any bridge or transition benefits.) The percentage will depend on the form of pension you select at retirement, as shown in the **Forms** of Pension Chart below.

If you select...	You will get..	Your qualifying spouse will get..
The normal form of pension	100 per cent of your basic lifetime pension, plus any bridge and transition benefits you are entitled to receive	60 per cent of what you get, excluding bridge and transition benefits
The 80 per cent spousal benefit option	97.5 per cent of your basic lifetime pension, plus any bridge and transition benefits you are entitled to receive	80 per cent of what you get, excluding bridge and transition benefits
The 100 per cent spousal benefit option	95 per cent of your basic lifetime pension, plus any bridge and transition benefits you are entitled to receive	100 per cent of what you get, excluding bridge and transition benefits

Please note: Cost of spousal options changing July 1, 2005

Effective July 1, 2005, the 80 and 100 per cent spousal benefits **will** be priced on the basis of the age of the member and their spouse at retirement.

Spousal pensions *can* be paid only to the person **who** is your qualifying spouse (see Summary of Terms, page 30) on the day you retire.

Your named beneficiary will receive a death benefit only if both you and your qualifying spouse die after you **start** collecting your pension and before you both receive monthly pension payments from HOOPP equalling the contributions you made **to** the Plan, plus interest, up to your date **of** retirement.

Waiving spousal benefits

You and your qualifying spouse may, within the 12 months leading up to retirement, waive the right to a HOOPP spousal pension. To better understand the impact of doing **this**, you and your spouse should seek independent legal and financial advice. Waiving spousal benefits **will** not increase your pension – it simply means your qualifying spouse will not receive a lifetime HOOPP pension, and you **will** receive a life pension – guaranteed 15 years, as described below. Once pension payments **begin**, a waiver cannot be reversed.

If you have no qualifying spouse

If **you** have no qualifying spouse when you retire, or if spousal benefits have been waived, you will receive a life pension – guaranteed 15 years (G-15). Under the G-15 form, you will receive a pension for as long as you live. If you die before receiving a monthly pension for 15 years (180 pension payments), your named beneficiary **will** receive your monthly pension, excluding any bridge and transition benefits, for the balance of the 180-payment period.

If your named beneficiary also dies before the 180 payments have been made, the value of the remaining pension payments – excluding any bridge and transition benefits – will be paid to your beneficiary's estate as a lump sum.

Spousal pension for post-retirement spouse option

(not available until 2006)

Currently, HOOPP only pays a spousal pension to the qualifying spouse which a member has at retirement. In recognition of the fact that you may marry, re-marry, or enter a new spousal relationship in retirement, effective Jan. 1, 2006, HOOPP is making a spousal pension available to post-retirement spouses, at the member's expense. **This** option will not be available if the spouse you had at the time of retirement is still living, unless spousal benefits were waived at retirement.

If you elect to provide your post-retirement spouse **with** a survivor pension, you will have an actuarial reduction made to your benefits to reflect the cost of providing benefits for an additional lifetime. The actuarial reduction is in addition to any other pension reductions you might have, **and** the post-retirement spousal pension - like regular spousal pensions - will not include **any** bridge or transition benefits. The adjustment will be based on **your** age and the age of your spouse at **the** time the election is made.

It's important to realize **that this** is an optional form of pension. If you enter a new spousal relationship in retirement you are under **no** obligation to elect this form of pension, **and** your new spouse has no automatic legal entitlement to this benefit.

Leaving the Plan

Termination

If you terminate employment with your HOOPP employer and are not working for (or do not indicate on **your** HOOPP termination form that you will be working for) any other HOOPP employer, you will be eligible for termination benefits from the Plan.

Special rules apply if you transfer to a new employer under a divestment.

If you have fewer **than two** years of Plan membership, **your** termination benefit will be a refund of the contributions you have made to HOOPP, plus interest. If you wish, you can transfer these funds, subject to **Income Tax Act** limits, **to a** registered retirement savings plan (RRSP) or to another pension plan, provided that plan will accept the **funds**.

If you have **two** or more years of Plan membership, provincial pension law prohibits you from taking your termination benefit in **cash**. Normally, the money must remain locked in to provide **you** with retirement income.

Once **you** have **two** or more years of **Plan** membership, you'll be entitled to a HOOPP deferred pension. You can **begin** collecting a deferred pension as early **as** age 60 without any reduction, or **as** early as age 55, usually with a reduction. You'll also be entitled to **a** bridge benefit, payable **to** age 65, if you start to collect your deferred pension while aged 55 to 64.

Instead of leaving your benefits in HOOPP to collect a pension at retirement, you can:

...if under age 55

- transfer your benefits to a locked-in retirement account (if you are age 54, you have the added options of transferring funds to a life income fund or locked-in retirement income fund)
- transfer your benefits to another registered pension plan, provided that plan will accept the transfer, or
- use your benefits to purchase, from another organization, a deferred life annuity payable any time after you turn age 55

...if 55 to 64

- transfer your benefits to another registered pension plan, provided that plan will accept the transfer

The Income Tax Act **limits** how much of **your** benefit can be transferred on a tax-sheltered basis. HOOPP must withhold **tax from** any portion of your benefit (above the transfer limit) that you receive in cash.

Once you reach age 65, HOOPP's normal retirement age, you cannot transfer **your** HOOPP benefit out of **the** Plan.

If you are under age 65 and transferring benefits out of HOOPP, with two or more years of Plan membership, your termination benefit will include the value of the bridge benefit you've earned to date.

When you leave your current employer(s), you'll get more detailed information on your termination options.

Death before retirement

If you die before you retire and have fewer than **two** years of **Plan** membership, HOOPP will pay a death benefit equal to the contributions you have made to the Plan, plus interest.

If you die before you retire and have **two** or more years of Plan membership, HOOPP will pay a death benefit equal to the commuted value of the basic lifetime pension and bridge benefit you have **built** to date. In addition, HOOPP will pay out **any** refundable contributions you would have been entitled to receive.

In both cases, the benefit will be paid automatically to your qualifying spouse or, if **you** have no qualifying spouse, **to** your named beneficiary. **Your** qualifying spouse can choose to waive the right to pre-retirement spousal death benefits by signing a government form, available from your employer. Waiving spousal benefits won't increase the size of the benefit payable upon your death - it just means that the benefits will **go to** your named beneficiary, or your estate, instead of your spouse. **Your** spouse should get legal and financial advice before waiving **his** or her right **to** pre-retirement spousal benefits.

For More Information

Staying in touch

HOOPP knows that pension **plans** can be difficult to understand. That's why we **make** a **special effort to** help you make sense of your HOOPP benefits.

Beginning the year after you **join HOOPP**, you'll receive a HOOPP Annual Statement from your employer, **usually by** the end of June. **This** personalized statement will give you an estimate of the termination, death, and disability benefits you are entitled to under the Plan, as **well as** the projected pre-tax pension you **can** expect to receive from HOOPP if you **stay** in the Plan **until you** retire. In between statements, your employer will **distribute** copies of a HOOPP newsletter that explains how various Plan features affect you. The same newsletter is posted on our website, hoopp.com. The website features a **pension** calculator, which is a great way to see how your benefit builds with time.

Other publications

HOOPP also produces other information materials that you can request from your human resources department. These materials cover a variety of topics, including:

- **how HOOPP contributions are calculated**
- **purchasing past service**
- **your options if you terminate Plan membership**
- **working for more than one HOOPP employer**
- **the features of a HOOPP disability pension, and**
- **preparing for your HOOPP retirement**

Presentations

HOOPP staff frequently make presentations to groups of Plan members. Watch for posters announcing presentations at your place of employment.

Summary of Terms

This section provides simplified explanations of the key terms used in **this** booklet. Exact definitions **of** most of the terms are provided in the *Hospitals of Ontario Pension Plan Text*, the official Plan document. Should the information provided in this booklet differ **from** that contained in the Plan Text, due to either wording differences or interpretation, the Plan Text will govern.

Annualized earnings: Annualized earnings are what you earn in a calendar year that count toward your HOOPP pension. These earnings don't include special pay, such as overtime pay, **shift** premiums, "percentage-in-lieu," **and** certain bonuses. **If** you work part time, or for only part of **the** year, your annualized earnings will be based on what you'd earn if **you** worked **full** time for the whole year. **If** you belong to HOOPP at more **than** one employer, your annualized earnings will reflect what you earn at all HOOPP employers where you contributed.

Average annualized earnings: This is the highest average of your annualized earnings during any five consecutive years of Plan membership before your benefit is calculated. **Your** benefit is calculated when you retire, terminate, **or** die.

Average YMPE: This is the average of the year's maximum pensionable earnings (YMPE) **for** the three years before your HOOPP benefit is calculated. Your benefit is calculated when you retire, terminate, or die.

Basic lifetime pension: This is the monthly lifetime payment you will receive **from** HOOPP at retirement based on HOOPP's pension formulas.

Commuted value: The commuted value of your pension is the estimated amount of money HOOPP needs now to pay your pension in retirement, based on your service and earnings to date. The commuted value fluctuates with changes in factors such as your age and interest rates.

Contributory service: **This** is the length of time, measured in years and part years, that you've contributed to HOOPP, adjusted for such things as part-time service. It also includes any past service you buy, service you transfer into HOOPP, or service you receive while disabled. (Disabled members **cannot** be credited with more than 35 years of contributory service.)

Life income fund (LIF): **This** is a tax-deferred retirement savings vehicle – similar to a registered retirement income fund – for locked-in RRSP funds or transfers directly from registered pension plans (*such as* HOOPP).

Locked-in retirement account (LIRA): Formerly called a locked-in RRSP, **this** is a tax-deferred retirement savings arrangement for locked-in funds transferred out of a pension plan upon termination of Plan membership.

Locked-in retirement income fund (LRIF): This is a tax-deferred retirement savings arrangement for locked-in funds transferred out of a pension plan upon termination of Plan membership. It has different withdrawal rules than a LIRA.

Named beneficiary: Under provincial pension legislation, your qualifying spouse is first in line to receive **your** HOOPP death benefit. If you have no **qualifying** spouse, or **your** spouse predeceases you, your *named beneficiary will* receive any death benefit payable from HOOPP. Your named beneficiary *can* be a person(s), organization, or your estate.

Plan membership: Plan membership is the length of **time** you have belonged to HOOPP. It also reflects any past service you buy, service you transfer into HOOPP, or membership you gain through a special group transfer, such as a divestment.

Qualifying spouse: **Your** qualifying spouse is someone **who**, at the time a determination is needed:

- is legally married to you, and not living separate and apart from you; or
- has been living with you continuously in a conjugal relationship for at least a year; or
- is the mother or father (natural or adoptive) of **your** child, and lives with you in a relationship of some permanence.

A qualifying spouse *can* be someone of the same or opposite **sex**.

The spouse you have at the time you retire is entitled to your post-retirement death benefit, even if you later divorce and remarry.

Refundable contributions: Under provincial pension legislation, **you** can't pay for more than half of the value of your pension. **At** the time **you** retire, terminate Plan membership, or die (before retirement), HOOPP will calculate the commuted value of your pension and compare that amount with the required contributions you've made **to** the Plan, plus interest on those contributions. If your contributions and interest are more than half of the value of your pension, the extra amount will be refunded to you. Contributions returned to you are **known** as refundable contributions. (Payment of refundable contributions doesn't reduce your commuted value.)

Totally and permanently disabled: Being totally and permanently disabled means you have a medically certifiable physical or mental impairment that HOOPP has determined will prevent you, for the rest of your life, **from** doing any **job**.

YMPE: The year's maximum pensionable earnings (YMPE) is set each year **by** the federal government, based on the average wage in Canada. In 2005, the YMPE is \$41,100.



**SERVICES DE SANTE CHAPLEAU HEALTH
SERVICES**

Group Policy Number: G0089351

Class: All CUPE Employees with full Extended Health Care Benefits

Benefit

SERVICES DE SANTE CHAPLEAU HEALTH SERVICES

Group Policy Number: GOO89351

Class: All CUPE Employees with full Extended Health Care Benefits

Employee Name: _____

Certificate Number: _____

Welcome to Your Group Benefit Program

Group Policy Effective Date: May 01, 2005

As a valued employee, you are entitled to the medical and financial security of your Group Benefit Program, provided by **SERVICES DE SANTE CHAPLEAU HEALTH SERVICES** in partnership with **Manulife** Financial.

This Benefit Booklet has been specifically designed with your needs in mind, providing easy access to the information you need about the benefits to which you are entitled.

Group Benefits are important, not only for the financial assistance they provide, but for the security they provide for you and your family, especially in case of unforeseen needs.

Your Plan Administrator can answer any questions you may have about your benefits, or how to submit a claim.

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Benefit Summary

This Benefit Summary provides information about the specific benefits supplied by Manulife Financial that are part of your Group Plan.

This version of the Benefit Summary produced: April 22, 2005

Extended Health Care

The Benefit

Overall Benefit Maximum - Unlimited

Deductible - Nil

Not applicable to:

Hospital Care

Out-of-Canada Emergency Medical Treatment

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Medical Services & Supplies - Professional Services - Vision - Drugs

Note:

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for ManuAssist is 100%.

Termination Age - on the last day of the month in which the employee retires

Direct Drugs - Plan 5

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- **drugs or medicines** prescribed by a physician or dentist for the treatment of a sickness or injury
- oral contraceptives
- hematinic vitamins (vitamins to treat blood disorders) properly identified in the Compendium of Pharmaceuticals and Specialties
- preventive vaccines and medicines (oral or injected)
- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- anti-smoking drugs
- the administration of injectable medications

Benefit Summary

- dietary supplements, health foods, nutritional products, and vitamins (except injectable and hematinic vitamins)
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- drugs used in the treatment of a sexual dysfunction
- Drug Maximums

Fertility drugs - \$15,000 per lifetime

All other covered drug expenses - Unlimited

Payment of Drug **Claims**

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your **Pay** Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this **benefit**.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot **locate** a participating Pay Direct Drug pharmacy
- you **do** not have your Pay Direct Drug Card with you at that time
- the prescription is not payable **through** the Pay Direct Drug Card system

For **details** on **how** to receive reimbursement after paying the full cost of the prescription, **please see** your Plan Administrator.

Vision Care

- eye exams, once per 12 months
- purchase and fitting of prescription **glasses** or elective contact lenses, as well as repairs, or elective laser vision **correction** procedures, to a maximum of \$150 during any 24 months
- purchase and fitting of prescription **glasses** or elective contact lenses, as well as repairs, or elective laser vision correction procedures, to a maximum of \$200 during any 24 months

Benefit Summary

- if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a 20/40 level with contact lenses but not with glasses, the maximum payable will be \$200 during any 24 months
- visual training, to a maximum of \$200 per lifetime

Professional Services

Services provided by the following licensed practitioners:

- Massage Therapist- \$7 per visit to a maximum of \$84 per calendar year(s)
- Speech Therapist - \$200 per calendar year(s)
- Physiotherapist- Unlimited
- Psychologist- \$35 initial visit, \$20 subsequent visits, to a maximum of \$200 per calendar year(s)

Dental Care

The Benefit

Deductible - Nil

Dental Fee Guide - Ontario Fee Guide for General Practitioners which was in effect 1 year(s) prior to the current Fee Guide

Benefit Percentage (Co-Insurance) -

100% for Level I - Basic Services

100% for Level II - Supplementary Basic Services

50% for Level III - Dentures

50% for Level IV - Major Restorative Services

Benefit Maximums

Unlimited for Level I

Unlimited for Level II

\$1,000 per calendar year combined for Level III and Level IV

Termination Age - on the last day of the month in which the employee retires

How to Use Your Benefit Booklet

Designed with Your Needs In Mind

The Benefit Booklet provides the information you need about your Group Benefits and has been specifically designed with YOUR needs in mind. It includes:

- a detailed Table of Contents, allowing quick access to the information you are searching for,
- Explanation of Common **Insurance** Terms, which provides a brief explanation of the insurance **terms used** throughout this **Benefit Booklet**,
- a clear, concise explanation of your Group Benefits,
- information you need, and simple **Instructions** on how to **submit** a claim.

Important Note

The purpose of this **booklet** is to outline the benefits for which you are **eligible** as an employee of SERVICES DE SANTE CHAPLEAU HEALTH SERVICES. The **information** in this booklet is a **summary** of the provisions of the Group Policy. In the event of a discrepancy between **this** booklet and the Policy (available from your Plan Administrator), the terms of **the** Group Policy will apply.

The booklet in either its paper or electronic form is provided for information purposes only and does not create or confer any contractual rights or obligations.

Possession of this booklet alone **does** not mean that you or your dependents are insured. The Group Policy must be in **effect** and you must satisfy all the requirements of the Policy.

We suggest you read this Benefit Booklet carefully, then file it in a safe place with your other Important documents.

Your Group Benefit Card

Your Group Benefit Card is **the** most Important document issued to you **as** part of your Group Benefit Program. It is **the** only document that **identifies** you as a Plan Member. The Group Policy Number and your personal Certificate Number may be required before you are admitted to a hospital, or before you receive dental or medical treatment.

The Group Policy Number and your **Certificate** Number are **also** necessary for ALL correspondence with **Manulife** Financial. **Please** note that you can print your Certificate Number on the front of this booklet for easy reference.

Your Group Benefit Card is an important document. Please be sure to carry it with you at all times.

Explanation of Common Insurance Terms

The following is an explanation of the *insurance terms* used in this *Benefit Booklet*.

Benefit Percentage (Co-insurance)

the percentage of Covered Expenses which is payable by Manulife Financial.

Covered Expenses

expenses that will be considered in the calculation of payment due under your Extended Health Care or Dental Care benefit,

Deductible

the amount of Covered Expenses that must be incurred and paid by you or your dependents before benefits are payable by Manulife Financial.

Dependent

your Spouse or Child who is insured under the Provincial Plan.

- Spouse

your legal spouse, or a person continuously living with you in a role like that of a marriage partner

- Child

- your natural or adopted child, or stepchild, who is:
 - unmarried;
 - under age 21, or under age 21 if a full-time student;
 - not employed on a full-time basis; and
 - not eligible for insurance as an employee under this or any other Group Benefit Program.
- a child who is incapacitated on the date he or she reaches the age when insurance would normally terminate will continue to be an eligible dependent. However, the child must have been insured under this Benefit Program immediately prior to that date.

A child is considered incapacitated if he or she is incapable of engaging in any substantially gainful activity and is dependent on the employee for support, maintenance and care, due to a mental or physical disability.

Manulife Financial may require written proof of the child's condition as often as may reasonably be necessary.

- a stepchild must be living with you to be eligible.

Drug

medications that have been approved for use by the Federal Government of Canada and have a Drug Identification Number.

Explanation of Comm Insurance Terms

Experimental or Investigational

not approved or broadly accepted and recognized by **the Canadian medical profession**, as an **effective**, appropriate and essential treatment of a sickness or injury, in accordance with Canadian medical standards.

Immediate Family Member

you, your spouse or child, your parent or your spouse's parent, your brother or sister, or your spouse's brother or sister.

Licensed, Certified, Registered

the status of a person who legally engages in practice by virtue of a license or certificate issued by the appropriate authority, in the place where the **service** is provided.

***Life-Sustaining* Drugs**

drugs which are **necessary** for the survival of the patient.

Medically Necessary

broadly accepted and recognized by the Canadian medical profession as effective, appropriate and essential in the treatment of a sickness or Injury, in accordance with Canadian medical standards.

Provincial Plan

any plan which provides hospital, medical, or dental benefits established by the government in the province where the Insured person lives.

Reasonable and Customary

within the usual range of charges being made by others of similar standing in the area in which the charge is incurred when providing the same or comparable **services** or supplies.

Waiting Period

the period of **continuous** employment with your employer which you must complete before you are eligible for Group Benefits.

Ward

a hospital room with 3 or more beds which provides **standard** accommodation for patients.

Why Group Benefits?

Government health plans can provide coverage for such basic medical expenses as hospital charges and doctors' fees. In case of disability, government plans (such as Employment Insurance, Canada/Quebec Pension Plan, Workers' Compensation Act, etc.) may provide some financial assistance.

But government plans provide only **basic** coverage. Medical expenses or a disability can create financial hardship for you and your family.

Private health care and disability programs supplement government plans and can provide benefits not available through **any** government plan, providing security for you and your family when you need it most.

Your Group Benefit Program is provided by SERVICES DE SANTE CHAPLEAU HEALTH SERVICES, in partnership with The Manufacturers Life Insurance Company.

Your Plan Administrator

Your Plan Administrator **is** responsible for ensuring that all employees are covered for the Benefits to which they are entitled by submitting all required premiums, reporting all new enrolments, terminations, changes, etc., and keeping all records up to date.

As a member of this Group Benefit Program, it is up to you to provide your Plan Administrator with the necessary information to perform **such** duties.

Your Plan Administrator is _____
Phone Number: (_____) _____

Please record the name of your Plan Administrator and contact number in the space provided.

Applying for Group Benefits

To apply for Group Benefits, you must submit a completed Enrolment or Re-enrolment Application form, available from your Plan Administrator. Your Plan Administrator then forwards the application to Manulife Financial.

Making Changes

To ensure that coverage is kept up to date for **yourself** and your dependents, it **is** vital that you report any changes to your Plan Administrator. Such changes **could** include:

- change in Dependent Coverage
- applying for coverage previously waived
- change in Name

To make such changes, you must complete the Application for Change form, available from your Plan Administrator.

The Claims Process

How to Submit a Claim

All claim forms, available from your Plan Administrator, must be **correctly** completed, dated and signed. Remember, always provide your Group Policy Number and your Certificate Number (found on your Group Benefit Card) to avoid any unnecessary delays in the processing of your claim.

Your Plan Administrator can assist you in properly completing the forms, and answer any questions you may have about the claims process and your Group Benefit Program.

Payment of Extended Health Care and Dental Claims

Once the claim has been processed, **Manulife Financial** will send a Claim Statement to you.

The top portion of this form **outlines** the claim or claims made, the amount subtracted to satisfy **deductibles**, and the benefit percentage used to determine the final payment to be made to you. If you have any questions on the amount, your Plan Administrator will help explain.

The bottom portion of this form is your claims payment, if applicable. Simply tear along the perforated **line**, endorse the back of the cheque and you **can** cash it at any chartered bank or trust company.

You should receive settlement of your claim within three weeks from the date of submission to **Manulife Financial**. If you have not received payment, please contact your Plan Administrator.

Co-ordination of Extended Health Care and Dental Care Benefits

If you or your dependents are insured for similar **benefits** under another Plan, **Manulife Financial** will take this **into account** when determining the amount of expenses payable under this Program.

This process is known as **Co-ordination** of Benefits. It allows for reimbursement of insured medical and dental expenses from **all** Plans, up to a total of **100%** of the actual expense incurred.

Plan means:

- other Group Benefit Programs;
- any other arrangement of coverage for individuals in a group; and
- individual travel insurance plans.

Plan does not include school insurance or Provincial Plans.

Order of Benefit Payment

A variety of circumstances will affect which Plan is considered as the "Primary Carrier" (i.e., responsible for making the initial payment toward the eligible expense), and which Plan is **considered** as the "Secondary Carrier" (i.e., responsible for making the payment to cover the remaining eligible expense).

The Claims Process

- If the other Plan does not **provide** for Co-ordination of Benefits, it **will** be considered as the Primary Carrier, and will be responsible for making the initial payment toward the eligible expense.
- If the other Plan does provide for Co-ordination of Benefits, the following rules are applied to determine which Plan is the Primary Carrier.
 - For **Claims** incurred by you or your Dependent Spouse:

The Plan Insuring you or your Dependent Spouse as an **employee/member** pays benefits before the Plan insuring you or your Spouse as a dependent.

In situations where you or your Dependent Spouse have **coverage** as an **employee/member** under more than **one** Plan, the order of benefit payment will be determined as follows:

- The Plan where the **person is** covered as an active full-time employee, then
 - The Plan where the person is covered as an **active** part-time employee, then
 - The Plan where the person is covered as a **retiree**.
- For Claims incurred by your Dependent Child:

The Plan covering the parent whose **birthday (month/day)** is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name **begins** with the earlier letter in the alphabet pays **first**.

However, if you and your Spouse are separated or divorced, the following order applies:

- The Plan of the parent with custody of the **child**, then
 - The Plan of **the** spouse of the parent with custody of the child (i.e., **if** the parent with custody of the child remarries or has a **common-law** spouse, the new spouse's Plan will pay benefits for the Dependent Child), then
 - The Plan of the parent not having custody of the child, then
 - The Plan of **the spouse of** the parent **not** having custody of the child (i.e., if the parent without custody of the child **remarries** or has a common-law spouse, the new spouse's Plan **will** pay benefits for the Dependent Child).
- Where you and your spouse share joint custody of the child, the Plan covering the parent whose birthday (**month/day**) is earlier in the calendar year pays benefits first. If both parents have the same birthdate, the Plan covering the parent whose first name **begins** with the earlier letter in the alphabet pays first.

The Claims Process

- A claim for accidental injury to natural teeth will be determined under Extended Health Care Plans with accidental dental coverage before it is considered under Dental Plans.
- if the order of benefit payment cannot be determined from the above, the benefits payable under each Plan will be in proportion to the amount that would have been payable if Co-ordination of Benefits did not exist.
- If the insured person is also covered under an Individual travel insurance plan, benefits will be co-ordinated in accordance with the guidelines provided by the Canadian Life and Health Insurance Association.

Submitting a Claim for Co-ordination of Benefits

To submit a claim when Co-ordination of Benefits applies, refer to the following guidelines:

- As per the Order of Benefit Payment section, determine which Plan is the Primary Carrier and which is the Secondary Carrier.
- Submit all necessary claim forms and original receipts to the Primary Carrier.
- Keep a photocopy of each receipt or ask the Primary Carrier to return the original receipts to you once your claim has been settled.
- Once your claim has been settled by the Primary Carrier, you will receive a statement outlining how your claim has been handled. Submit this statement along with all necessary claim forms and receipts to the Secondary Carrier for further consideration of payment, if applicable.

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Who Qualifies for Coverage?

Eligibility

You are eligible for Group Benefits if you:

- are a full-time employee of SERVICES DE SANTE CHAPLEAU HEALTH SERVICES and work at least the Required Number of Hours,
- are a member of an eligible class,
- are younger than the Termination Age,
- are residing in Canada, and
- have completed the Waiting Period.

The Termination Age and Waiting Period may vary from benefit to benefit. For this information, please refer to each benefit in the section entitled Your Group Benefits.

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

Required Number of Hours

Full-time employee - 20 hour(s) per week

Evidence of Insurability

Medical evidence is required for all benefits, except Dental insurance, when you make a Late Application for insurance on any person.

Late Application

An application is considered late when you:

- apply for insurance on any person after having been eligible for more than 31 days; or
- re-apply for insurance on any person whose insurance had earlier been cancelled.

If you apply for benefits that were previously waived because you were covered for similar benefits under your spouse's plan, your application is considered late when you:

- apply for insurance more than 31 days after the date benefits terminated under your spouse's plan; or
- apply for insurance and benefits under your spouse's plan have not terminated.

Medical evidence can be submitted by completing the Evidence of Insurability form available from your Plan Administrator.

Further medical evidence may be requested by Manulife Financial.

Who Qualifies for Coverage?

Late Dental Application

If you apply for coverage for Dental insurance for yourself or your dependents late, insurance will be limited to \$125 for each insured person for the first 12 months of coverage.

Effective Date of Coverage

- If Evidence of Insurability is not required, your Group Benefits will be effective on the date you are eligible.
- If Evidence of Insurability is required, your Group Benefits will be effective on the date you become eligible or the date the evidence is approved by Manulife Financial, whichever is later.

You must be actively at work for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

Your dependent's insurance becomes effective on the date the dependent becomes eligible, or the date any required evidence of insurability on the dependent is approved by Manulife Financial, whichever is later.

Your dependent's insurance will not be effective prior to the date your insurance becomes effective.

Termination of Insurance

Your Group insurance will terminate on the earliest of

- the date you cease to be an eligible employee,
- the date you cease to be actively at work, unless the Group Policy allows for your coverage to be extended beyond this date,
- the date your employer terminates coverage,
- the date you enter the armed forces of any country on a full-time basis,
- the date the Group Policy terminates or Insurance on the class to which you belong terminates,
- the date you reach the Termination Age, or
- the date of your death.

Your dependents' insurance terminates on the date your insurance terminates or the date the dependent ceases to be an eligible dependent, whichever is earlier.

Your Group Benefits

Extended Health Care

If you or your dependents incur charges for any of the Covered Expenses specified, your Extended Health Care benefit can provide financial assistance.

Payment of Covered Expenses is **subject** to any maximum amounts shown below under The **Benefit** and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other applicable provisions.

Drug Benefit for Quebec Residents

Group benefit plans that provide prescription drug coverage to Quebec residents must meet certain requirements under Quebec's prescription drug insurance legislation (An Act Respecting Prescription Drug Insurance And Amending Various Legislative Provisions). If you and your dependents reside in Quebec, the provisions specified under Drug Benefit For Persons Who Reside In Quebec, will apply to your drug benefit.

The Benefit

Overall Benefit Maximum - Unlimited

Deductible - Nil

Not applicable to:

Hospital Care

Out-of-Canada Emergency Medical Treatment

Benefit Percentage (Co-insurance) -

100% for - Hospital Care - Medical Services & Supplies - Professional Services -

Vision - Drugs

Note:

The Benefit Percentage for Out-of-Canada Emergency Medical Treatment is 100%.

The Benefit Percentage for Referral outside Canada for Medical Treatment Available in Canada is 50%.

The Benefit Percentage for ManuAssist is 100%.

Termination Age - on the last day of the month in which the employee retires

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date

first of the month following the date of employment for all other employees

Covered Expenses

The expenses specified are covered to the extent that they are reasonable and customary, as determined by Manulife Financial, provided they are:

- medically necessary for the treatment of sickness or injury and recommended by a physician

Your Group Benefits

- incurred for the care of a person while Insured under this Group Benefit Program
- reasonable taking all factors into account
- not covered under the Provincial Plan or any other government-sponsored program
- legally insurable

Advance Supply Limitation

Payment of any Covered Expenses under this benefit which may be purchased in large quantities will be limited to the purchase of up to a 3 months' supply at any one time, except for covered drug expenses.

- Drug Expenses

The maximum quantity of drugs or medicines that will be payable for each prescription will be limited to the lesser of:

- a) the quantity prescribed by your physician or dentist, or
- b) a 100 day supply.

Hospital Care

- charges, in excess of the hospital's public ward charge, for private accommodation, provided:
 - the person was confined to hospital on an in-patient basis, and
 - the accommodation was specifically elected in writing by the patient
- Semi-private accommodation for confinement in a chronic care facility which starts within 14 days of discharge from a hospital confinement of at least 5 days, up to a maximum of \$3 per day for 120 days per disability
- charges for any portion of the cost of ward accommodation, utilization or co-payment fees (or similar charges) are not covered

Direct Drugs - Plan 5

Charges incurred for the following expenses are payable when prescribed in writing by a physician or dentist and dispensed by a licensed pharmacist.

- drugs or medicines prescribed by a physician or dentist for the treatment of a sickness or injury
- oral contraceptives
- hematinic vitamins (vitamins to treat blood disorders) properly identified in the Compendium of Pharmaceuticals and Specialties
- preventive vaccines and medicines (oral or injected)

Your Group Benefits

- diabetic supplies (excluding cotton swabs, rubbing alcohol, automatic jet injectors and similar equipment)

Charges for the following are not covered:

- anti-smoking drugs
- the administration of injectable medications
- dietary supplements, health foods, nutritional products, and vitamins (except injectable and hematinic vitamins)
- drugs, biologicals and related preparations which are intended to be administered in hospital on an in-patient or out-patient basis and are not intended for a patient's use at home
- drugs used in the treatment of a sexual dysfunction

- Drug **Maximums**

Fertility drugs - \$15,000 per lifetime

All other covered drug expenses - Unlimited

Payment of Drug Claims

Your Pay Direct Drug Card provides your pharmacist with immediate confirmation of covered drug expenses. This means that when you present your Pay Direct Drug Card to your pharmacist at the time of purchase, you and your eligible dependents will not incur out-of-pocket expenses for the full cost of the prescription.

The Pay Direct Drug Card is honoured by participating pharmacists displaying the appropriate Pay Direct Drug decal.

To fill a prescription for covered drug expenses:

- a) present your Pay Direct Drug Card to the pharmacist at the time of purchase, and
- b) pay any amounts that are not covered under this benefit.

You will be required to pay the full cost of the prescription at time of purchase if:

- you cannot locate a participating Pay Direct Drug pharmacy
- you do not have your Pay Direct Drug Card with you at that time
- the prescription is not payable through the Pay Direct Drug Card system

For details on how to receive reimbursement after paying the full cost of the prescription, please see your Plan Administrator.

Vision Care

- eye exams, once per 12 months

Your Group Benefits

- purchase and fitting of prescription **glasses** or elective contact lenses, as well as repairs, or **elective** laser vision correction procedures, to a maximum of **\$150** during any **24 months**
- purchase and fitting of prescription **glasses** or **elective** contact lenses, as well as repairs, or elective **laser** vision **correction** procedures, to a maximum of **\$200** during any **24 months**
- if **contact** lenses are required to treat a severe condition, or if vision in the better eye can be improved to a **20/40** level with contact lenses but not with glasses, the maximum payable will be **\$200** during any **24 months**
- visual **training**, to a maximum of **\$200** per lifetime

Professional Services

Services provided by the following licensed practitioners:

- Massage Therapist - **\$7** per visit to a maximum of **\$84** per calendar **year(s)**
- Speech Therapist - **\$200** per calendar **year(s)**
- Physiotherapist - Unlimited
- Psychologist - **\$35** initial visit, **\$20** subsequent visits, to a maximum of **\$200** per calendar **year(s)**

Expenses for **some** of these Professional Services may be payable in part by Provincial Plans. Coverage for the **balance** of such expenses prior to reaching the Provincial Plan maximum may be prohibited by provincial legislation. In those provinces, expenses under this **Benefit** Program are payable after the Provincial Plan's maximum for the benefit year has been paid.

Recommendation by a physician for Professional Services is not required.

Medical Services and Supplies

For all medical equipment and **supplies** covered under this provision, Covered Expenses will be limited to the cost of the **device** or item that adequately meets the **patient's** fundamental medical needs.

Private Duty Nursing

Services which are deemed to be within the practice of nursing and which are provided in the patient's home by:

- a **registered** nurse, **or**
- a registered nursing assistant (or equivalent designation) who has completed an approved medications training program

Covered Expenses are subject to a maximum of **\$25,000** per calendar **year(s)**.

Your Group Benefits

Charges for the following services are not covered:

- service provided primarily for custodial care, homemaking duties, or supervision
- service performed by a nursing practitioner who is an immediate family member or who lives with the patient
- service performed while the patient is confined in a hospital, nursing home, or similar Institution
- service which can be performed by a person of lesser qualification, a relative, friend, or a member of the patient's household

Pre-Determination of Benefits

Manulife Financial suggests that a detailed treatment plan be submitted with **cost estimates** before Private Duty Nursing services begin. Manulife Financial will then advise you of any benefit that will be provided.

Ambulance

- licensed ambulance service provided in the patient's province of residence, including air ambulance, to transfer the patient to the nearest hospital where adequate treatment is available

Medical Equipment

- rental or, when approved by Manulife Financial, purchase of:
 - Mobility Equipment: crutches, canes, walkers, and wheelchairs
 - Durable Medical Equipment: manual hospital beds, respiratory and oxygen equipment, and other durable equipment usually found only in hospitals

Non-Dental Prostheses, Supports and Hearing Aids

- external prostheses
- surgical stockings, up to a maximum of 6 pairs per calendar year
- surgical brassieres, up to a maximum of 6 per calendar year
- braces (other than foot braces), trusses, collars, leg orthosis, casts and splints
- stock-item orthopaedic shoes and modifications or adjustments to stock-item orthopaedic shoes or regular footwear, up to a maximum of \$150 per calendar year(s) (recommendation of either a physician or a podiatrist is required)
- custom-made shoes which are required because of a medical abnormality that, based on medical evidence, cannot be accommodated in a stock-item orthopaedic shoe or a modified stock-item orthopaedic shoe, up to a maximum of 1 pair per calendar year (must be constructed by a certified orthopaedic footwear specialist)

Your Group Benefits

- casted, custom-made orthotics, up to a maximum of \$400 per 3 calendar year(s) (recommendation of either a physician or a podiatrist is required)
- cost, installation, repair and maintenance of hearing aids (including charges for batteries), to a maximum of \$500 every 3 calendar year(s)

Other Supplies and Services

- ileostomy, colostomy and incontinence supplies
- medicated dressings and bum garments
- wigs and hairpieces for patients with temporary hair loss as a result of medical treatment, up to a maximum of \$250 per lifetime
- oxygen
- microscopic and other similar diagnostic tests and services rendered in a licensed laboratory in the province of Quebec
- charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 12 months of the accident, excluding injuries due to biting or chewing

Out-of-Province/Out-of-Canada

- treatment required as a result of a medical emergency which occurs while temporarily outside the province of residence, provided the insured person who receives the treatment is also covered by the Provincial Plan during the absence from the province of residence.

A medical emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is stable enough to return to his province of residence.

- expenses are payable up to a maximum of \$1,000,000 per lifetime
- referral outside Canada for treatment which is available in Canada, to a maximum of \$3,000 every 3 calendar year(s).

If, while outside Canada on referral for medical treatment, the insured person requires treatment for a medical condition which is related directly or indirectly to the referral treatment, the total expenses payable for all treatment are subject to the maximum of \$3,000 every 3 calendar year(s).

For all non-emergency medical treatment out of Canada, Manulife Financial:

- requires that it be recommended by a physician practicing in Canada, and
- suggests that you submit a detailed treatment plan with cost estimates before treatment begins. You will then be advised of any benefit that will be provided.

Charges for the following are payable under this expense:

Your Group Benefits

- physician's services
- hospital room and board at standard ward rates. Charges in excess of ward rates are payable, if hospital coverage is provided under this Benefit Program.
- special hospital services
- hospital charges for out-patient treatment
- licensed ambulance services, including air ambulance, to transfer the patient to the nearest medical facility or hospital where adequate treatment is available
- medical evacuation for admission to a hospital or medical facility in the province where the patient normally resides

The amount payable for these expenses will be the reasonable and customary charges less the amount payable by the Provincial Plan.

Charges incurred outside the province of residence for all other Covered Extended Health Care Expenses are payable on the same basis as if they were incurred in the province of residence.

ManuAssist

ManuAssist provides travel assistance for you and your dependents while you are temporarily outside your province of residence. The assistance services are delivered through an international organization, specializing in travel assistance.

Assistance is provided for both Medical and Non-Medical travel emergencies. Services are available during the period that you are covered for Out-of-Province/Out-of-Canada emergency medical treatment, provided under this benefit.

In addition, ManuAssist also provides you and your dependents with Health Advice and Assistance, whenever and wherever such services are needed - whether at home or while travelling.

Details on your ManuAssist benefit are provided below, as well as in your ManuAssist brochure.

Medical Emergency Assistance

A Medical Emergency is a sudden, unexpected injury which occurs or an unforeseen illness which begins while an insured person is travelling outside his province of residence and requires immediate medical attention. Such emergency no longer exists when, in the opinion of the attending physician and supporting medical evidence, the insured person is stable enough to return to his or her province of residence.

a) **24-Hour Access**

Multilingual assistance is available 24 hours a day, seven days a week, through telephone (toll-free or call collect), telex or fax.

Your Group Benefits

b) Medical Referral

Referral to the nearest physician, dentist, pharmacist or appropriate medical facility, and verification of insurance coverage, is provided.

c) Claims Payment Service

If a hospital or other provider of medical services requires a deposit or payment in full for services rendered, and the expenses exceed \$200 (Canadian), payment of such expenses will be arranged and claims co-ordinated on behalf of the insured person.

Payment and co-ordination of expenses will take into account the Coverage that the insured person is eligible for under a Provincial Plan and this benefit. If such payments are subsequently determined to be in excess of the amount of benefits to which the insured person is entitled, Manulife Financial shall have the right to recover the excess amount by assignment of Provincial Plan benefits and/or refund from you.

d) Medical Care Monitoring

Medical care and services rendered to the insured person will be monitored by medical staff who will maintain contact, as frequently as necessary, with the insured person, the attending physician, the insured person's personal physician and family.

e) Medical Transportation

If medically necessary, arrangements will be made to transfer an insured person to and from the nearest medical facility or to a medical facility in the insured person's province of residence. Expenses incurred for the medical transportation will be paid, as described under Medical Services and Supplies - **Out-of-Province/Out-of-Canada.**

If medically necessary for a qualified medical attendant to accompany the insured person, expenses incurred for round-trip transportation will be paid.

f) Return of Dependent Children

If dependent children are left unattended due to the hospitalization of an insured person, arrangements will be made to return the children to their home. The extra costs over and above any allowance available under pre-paid travel arrangements will be paid.

If necessary for a qualified escort to accompany the dependent children, expenses incurred for round-trip transportation will be paid.

Your Group Benefits

g) Trip Interruption/Delay

if a trip is interrupted ~~or~~ delayed due to an illness or injury of an insured person, one-way economy transportation will be arranged to enable each insured person and a Travelling Companion (if applicable) to rejoin the trip or return home. Expenses incurred, over and above any allowance available under pre-paid travel arrangements will be paid.

A Travelling Companion is any one person travelling with the insured person, and whose fare for transportation and accommodation was pre-paid at the same time as the insured person's fare.

If the insured person chooses to rejoin the trip, further expenses incurred which are related directly or indirectly to the same illness or injury, will not be paid.

If an insured person must return home due to the hospitalization or death of an immediate family member, one-way economy transportation will be arranged and expenses incurred, over and above any allowance available under pre-paid travel arrangements, will be paid.

h) After Hospital Convalescence

If an insured person is unable to travel due to medical reasons following discharge from a hospital, expenses incurred for meals and accommodation after the originally scheduled departure date will be paid, subject to the maximum shown in part I) of this provision.

i) Visit of Family Member

Expenses incurred for round-trip economy transportation will be paid for an immediate family member to visit an insured person who, while travelling alone, becomes hospitalized and is expected to be hospitalized for longer than 7 days. The visit must be approved in advance by Manulife Financial.

j) Vehicle Return

If an insured person is unable to operate his owned or rented vehicle due to illness, injury or death, expenses incurred for a commercial agency to return the vehicle to the insured person's home or nearest appropriate rental agency will be paid, up to a maximum of \$1,000 (Canadian).

k) Identification of Deceased

If an insured person dies while travelling alone, expenses incurred for round-trip economy transportation will be paid for an immediate family member to travel, if necessary, to identify the deceased prior to release of the body.

Your Group Benefits

l) Meals and Accommodation

Under the circumstances described in parts f),g),h),i), and k) of this provision, expenses incurred for meals and **accommodation** will be paid, subject to a combined maximum of **\$2,000** (Canadian) per medical emergency.

Non-Medical Assistance

a) Return of Deceased to Province of Residence

in **the** event of the death of an insured person, the necessary **authorizations** will be obtained and arrangements made for the return **of** the deceased to his province of residence. Expenses incurred for the preparation and transportation of **the** body will be paid, up to a maximum of **\$5,000** (Canadian). Expenses related to the burial, such as a **casket** or an urn, will not be paid.

b) Lost Document and Ticket Replacement

Assistance in contacting the local authorities is provided, to help an **insured** person in replacing lost or stolen passports, visas, tickets or other travel documents.

c) Legal Referral

Referral to a **local** legal advisor, and if necessary, arrangement for **cash** advances from the insured person's credit cards, family or friends, is provided.

d) Interpretation Service

Telephone **interpretation service** in most major languages is provided.

e) Message Service

Telephone message service is provided for messages to or from family, friends or business associates. Messages will be **held** for up to **15** days.

f) Pre-trip Assistance Service

Up-to-date information is provided on passport and visa, vaccination and inoculation requirements for **the** country where **the** insured person plans to travel.

Health Advice and Assistance

The following services are available for an insured person when required as a result of an illness or injury:

Your Group Benefits

a) After Hours Access to a Registered Nurse

Toll free telephone access to a registered nurse is available seven days a week, during the hours that a family physician is not readily accessible.

b) Medical Advice

Medical advice will be provided on:

- I) whether the illness or injury can be safely treated at home or will require a visit to a physician or hospital emergency room;
- II) the type of side effect to expect from a prescribed drug or medicine; and
- III) other health related services that may be requested or required by the insured person.

c) Link to 911

If necessary, an insured person will be immediately linked to their local 911 emergency service for medical assistance.

d) Follow-Up Call

Where appropriate, to monitor the care of the insured person, the registered nurse will follow-up with the insured person within 24 hours after the medical advice is provided.

Exceptions

Manulife Financial, and the company contracted by Manulife Financial to provide the travel assistance services described in this benefit, will not be responsible for the availability, quality, or results of any medical treatment, or the failure of an insured person to obtain medical treatment or emergency assistance services for any reason.

Emergency assistance services may not be available in all countries due to conditions such as war, political unrest or other circumstances which interfere with or prevent the provision of any services.

How to Access ManuAssist - Your ManuAssist Card

Your ManuAssist card lists the toll free numbers to call in case of an emergency, while travelling outside your province. The toll free number will put you in touch with the international travel assistance organization.

Your ManuAssist card also lists your I.D. number and group policy number, which the travel assistance organization needs to confirm that you are covered by ManuAssist.

If you do not have a ManuAssist Card, please contact your Plan Administrator.

Your Group Benefits

Submitting a Claim

To submit an Extended Health Care claim, you must complete an **Extended Health Care Claim form**, except when claiming for physician or hospital expenses incurred outside your province of residence. For these expenses, you must complete an **Out-of-Province/Out-of-Canada** claim form. Claim forms are available from your Plan Administrator.

All applicable receipts must be attached to the completed claim form when submitting it to Manulife Financial.

All claims must be submitted within **12** months after the date the expense was incurred. However, upon **termination** of your insurance, all claims must be submitted no later than **90** days from the **termination** date.

Claims for **Out-of-Canada** expenses must **first be** submitted to the Provincial Plan for payment. Any outstanding balance should be submitted to Manulife Financial, along with the **explanation** of payment from the **Provincial** Plan.

Subrogation (Third Party Liability)

If your **medical** expenses result **from** an **injury** caused by another person and you have the legal right to recover damages, **Manulife Financial** may request that you complete a subrogation reimbursement agreement when you submit a **claim** for such expenses.

On settlement or judgement of your legal **action**, you will be required to reimburse Manulife Financial **those amounts** you recover **which**, when added to the payments you received from **Manulife** Financial, exceed **100%** of your Incurred expenses.

Exclusions

No Extended Health Care benefits are payable for expenses related to:

- self-inflicted injuries
- war, insurrection, the hostile actions of any armed forces or participation in a riot or civil **commotion**
- **committing** or attempting to **commit** an assault or **criminal** offence
- injuries sustained while operating a motor vehicle while under the influence of any intoxicant, including **alcohol**
- an illness or injury for which benefits are payable under any government plan or workers' **compensation**
- charges for periodic check-ups, broken appointments, third **party** examinations, travel for health purposes, or completion of claim forms
- services or supplies provided by **an** employer's medical or dental department
- services or supplies for **which** no charge would normally be made in the absence of insurance

Your Group Benefits

- services and supplies where reimbursement would have been made under a government-sponsored plan, in the absence of insurance
- services or supplies which are not permitted by law to be paid
- services or supplies which are required for recreation or sports
- services or supplies which would have been payable by the Provincial Plan if proper application had been made
- medical treatment which is not usual or customary, or is experimental or investigational in nature
- medical or surgical care which is cosmetic
- services or supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person
- services or supplies which are provided while confined in a hospital on an in-patient basis
- services or supplies which are not specified as a covered expense under this benefit

Continuation of Coverage

If a person is disabled when insurance under this Extended Health Care benefit terminates, covered expenses related to the treatment of the disability will continue to be payable by Manulife Financial, for up to 90 days. However, coverage will terminate if the disabled person becomes eligible for insurance under another group plan.

You will be considered disabled if you are unable to work at any occupation for which you are qualified or may reasonably become qualified by reason of training, education, or experience.

Your dependent will be considered disabled if he or she is receiving medical treatment from a physician and confined to a hospital or to his or her home.

Drug Benefit For Persons Who Reside In Quebec

If you and your dependents reside in Quebec, the following provisions apply to your drug benefit coverage.

Covered Drug Expenses

The following expenses are covered:

- drugs that are on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List), provided such drugs are on the list at the time the expense is incurred; and
- drugs that are listed as a covered expense in this Benefit Booklet, but are not on the RAMQ List.

Your Group Benefits

Coverage for drugs on the List of Insured Drugs that is published by the Régie de l'assurance-maladie du Québec (RAMQ List)

The following provisions apply only to the coverage of drugs that are on the RAMQ List, as legislated by An Act Respecting Prescription Drug Insurance (R.S.Q. c., A-29-01). Coverage for all other drugs will be subject to the regular provisions included in this Benefit Booklet:

a) Benefit Percentage

Prior to the annual out-of-pocket maximum being reached, the percentage of covered drug expenses payable under this benefit will be as follows:

- i) For any drug on the RAMQ List which is not otherwise covered under the terms of this Benefit, the percentage payable is the percentage as set out by the then applicable Legislation.
- ii) For any drug on the RAMQ List which is covered under the terms of this Benefit, the percentage payable is the greater of
 - the benefit percentage stated under The Benefit; and
 - the percentage as set out by the then applicable Legislation.

After the annual out-of-pocket maximum has been reached, the percentage of covered drug expenses payable under this benefit will be 100%.

b) Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum is the portion of covered drug expenses which must be paid by you and your spouse in a calendar year, before the percentage payable under this benefit will be 100%. Amounts that will be applied to the annual out-of-pocket maximum are:

- i) deductible amounts, and
- ii) the portion of covered drug expenses that is paid by an insured person, when the percentage of covered expenses payable under this benefit is less than 100%.

The annual out-of-pocket maximum for you and your spouse is as stipulated in the Legislation and includes those portions of covered drug expenses paid for your dependent children.

For the purposes of calculating the out-of-pocket maximum for you and your spouse, those portions of covered drug expenses paid for your dependent children will be applied to the person who is closest to reaching the annual out-of-pocket maximum.

c) Deductible

Deductible amounts (if any) for the drug benefit will apply, until the annual out-of-pocket maximum is reached. Thereafter, the deductible will not apply.

Your Group Benefits

d) Lifetime Maximums

Lifetime maximums (if any) for the drug benefit will not apply. Drug coverage provided ~~after~~ the lifetime ~~maximum~~ stated under The Benefit is reached is subject to the following conditions:

- i) only drugs that are on the **RAMQ** List ~~are~~ covered, and
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as set out by the then applicable Legislation.

e) **Eligible Dependent Children**

Your eligible dependent children who are in full-time attendance at an accredited educational institution will be covered until the later of:

- i) the age specified In this Benefit Booklet (please refer to definition of child in the Explanation of Common Insurance Terms), and
- ii) age 26.

Drug coverage provided for dependent children ~~after~~ the age stated in this Benefit Booklet ~~is~~ subject to the ~~following~~ conditions:

- only drugs that are on the **RAMQ** List are covered, and
- the percentage payable by Manulife **Financial** for covered expenses is ~~the~~ percentage as set out by the then applicable Legislation.

f) **Termination Age**

Provided you are ~~otherwise~~ eligible for the drug benefit, the Termination Age (if any) for the drug benefit will not ~~apply~~. Drug coverage ~~provided~~ after the Termination Age specified under The Benefit ~~is~~ subject to the following conditions:

- i) only drugs that are on the **RAMQ** List are covered,
- ii) the percentage payable by Manulife Financial for covered expenses is the percentage as stipulated in the then applicable Legislation
- iii) the Annual Out-of-Pocket Maximum is as stipulated In the then applicable Legislation
- iv) the premium ~~required~~ for the drug ~~coverage~~ is the premium for Extended Health Care

Coverage for drugs that are listed as a covered expense in this Benefit Booklet but are not on the RAMQ List

Coverage for drugs that are listed as a ~~covered~~ expense under this Benefit but not on the **RAMQ List** will be subject to all ~~the~~ standard provisions ~~Included~~ in this Benefit Booklet.

Your Group Benefits

Dental Care

If you or your dependents require any of the dental services specified under Covered Expenses, your Dental Care benefit can provide financial assistance.

Payment of Covered Expenses is subject to any maximum amounts shown below under The Benefit and in the expenses listed under Covered Expenses.

Claim amounts that will be applied to the maximum are the amounts paid after applying the Deductible, Benefit Percentage, and any other **applicable provisions**.

The Benefit

Deductible - Nil

Dental Fee Guide - Ontario Fee Guide for General Practitioners which was In effect ■ year(s) prior to the current Fee Guide

Benefit Percentage (Co-insurance)-

100% for Level I- Basic Services

100% for Level II - Supplementary Basic Services

50% for Level III - Dentures

50% for Level IV - Major Restorative Services

Benefit Maximums

Unlimited for Level I

Unlimited for Level II

\$1,000 per calendar year combined for Level III and Level IV

Termination Age - on the last day of the month in which the employee retires

Waiting Period

none for employees hired on or prior to the Group Policy Effective Date
first of the month following the date of employment for all other employees

Covered Expenses

The following expenses are covered if they:

- are incurred for the necessary dental care of an insured person while insured under this benefit
- are incurred for services provided by a dentist, a dental hygienist working under the supervision of a dentist, or a denturist working within the scope of his license

Your Group Benefits

- are reasonable as **determined** by Manulife Financial, taking all factors into account, and
- do not exceed the fees recommended in the Dental Fee Guide, or reasonable and **customary charges** as determined by Manulife Financial, if the expenses are not listed in the Dental Fee Guide.

Level I - Basic Services

- complete oral exam, one per 2 calendar years
- full-mouth x-rays, one per 2 calendar years
- one unit of fight scaling and one unit of polishing once every 9 months, when the service is performed outside Quebec, or prophylaxis (light scaling and polishing) once every 9 months, when the service is performed in Quebec
- recall exams, bitewing x-rays, and fluoride treatments, once every 9 months
- routine diagnostic and laboratory procedures
- initial oral hygiene instruction, plus one recall
- fillings, retentive pins and pit and fissure sealants. Replacement fillings are covered provided:
 - the existing filling is at least 12 months old and must be replaced either due to significant breakdown of the existing filling or recurrent decay, or
 - the existing filling is amalgam and there is medical evidence indicating that the patient is allergic to amalgam
- pre-fabricated full coverage restorations (metal and plastic)
- space maintainers (appliances placed for orthodontic purposes are not covered)
- minor surgical procedures and post surgical care
- extractions (including impacted and residual roots)
- consultations, anaesthesia, and conscious sedation
- denture repairs, relines and rebases, only if the expense is incurred later than 3 months after the date of the initial placement of the denture
- injection of antibiotic drugs when administered by a Dentist in conjunction with dental surgery

Level II - Supplementary Services

- surgical procedures not included in Level I (excluding implant surgery)

Your Group Benefits

- periodontal services for treatment of diseases of the gums and other supporting tissue of the teeth, including:
 - scaling not covered under **Level II**, and root planing, up to a **combined** maximum of 2 units per calendar **year(s)** ;
 - provisional splinting: and
 - occlusal equilibration, up to a maximum of 8 units per calendar **year(s)**
- endodontic **services** which include root canals and therapy, root amputation, **apexifications** and periapical services
 - root canals and therapy are limited to one initial treatment plus one re-treatment per tooth per lifetime
 - re-treatment **is** covered only if the expense is incurred more than 12 months after the initial treatment

Level III - Dentures

- initial provision of full or partial removable dentures
- replacement of removable dentures, provided the dentures are required because:
 - a natural tooth is extracted and the **existing** appliance cannot be made serviceable;
 - the existing appliance **is** at least **60** months old and cannot be made serviceable; or
 - the existing appliance is temporary and is **replaced** with the permanent dentures within 12 months of **its** installation

Level IV - Major Restorative Services

- crowns and **onlays** when the function of a **tooth** is impaired due to **cuspal** or incisal angle damage caused by trauma or decay
- Inlays, **covering** at least **3** surfaces, provided the **tooth** cusp is missing
- initial provision of fixed bridgework

100

Your Group Benefits

- replacement of bridgework, provided the new bridgework is required because:
 - a natural tooth is extracted and the existing appliance cannot be made serviceable;
 - the existing appliance is at least 60 months old and cannot be made serviceable; or
 - the existing appliance is temporary and is replaced with the permanent bridge within 12 months of its installation

Late Entrant Limitation

If you or your dependents become insured for dental benefits more than 31 days after you first become eligible to apply, the amount payable in the first 12 months of coverage will be limited to \$125 for each insured person.

Pre-Determination of Benefits

If the cost of any proposed dental treatment is expected to exceed \$500, Manulife Financial suggests that you submit a detailed treatment plan, available from your dentist, before the treatment begins. You can then be advised of the amount you are entitled to receive under this benefit.

Work in Progress When Coverage Terminates

Covered expenses related to dental treatment that was in progress at the time your dental benefits terminate (for reasons other than termination of the Group Policy or the Dental Care Benefit) are payable, provided the expense is incurred within 31 days after your benefit terminates.

Submitting a Claim

To submit a claim, you and your dentist must complete a **Dental Claim form** which is available from your Plan Administrator.

All claims must be submitted within 12 months after the date the expense was incurred. However, upon termination of your insurance, all claims must be submitted no later than 90 days from the termination date.

Subrogation (Third Party Liability)

If your dental expenses result from an injury caused by another person and you have the legal right to recover damages, Manulife Financial may request that you complete a subrogation reimbursement agreement when you submit a claim for such expenses.

On settlement or judgement of your legal action, you will be required to reimburse Manulife Financial those amounts you recover which, when added to the payments you received from Manulife Financial, exceed 100% of your incurred expenses.

Your Group Benefits

Exclusions

No Dental Care benefits will be payable for expenses resulting from:

- e self-inflicted injuries
- e war, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion
- e the committing of or the attempt to commit an assault or criminal offence
- e injuries sustained while **operating** a motor vehicle while under the influence of any intoxicant, including alcohol
- e dental care which **is** cosmetic, unless required because of an accidental injury which occurred while the patient was insured under this benefit
- e **anti-snoring** or sleep apnea devices
- e broken dental appointments, third party examinations, travel to and from appointments, or **completion** of claim forms
- e services which are payable by any government plan
- e services or supplies provided by an employer's medical or dental department
- e services or supplies for which no charge would normally be made in the absence of insurance
- e treatment rendered for a full mouth reconstruction, for a **vertical** dimension or **for** a correction of temporomandibular joint dysfunction
- e replacement of removable dental appliances which have been lost, mislaid or stolen
- e laboratory fees which exceed reasonable and customary charges
- e services **or** supplies which are performed or provided by the insured person, an immediate family member or a person who lives with the insured person
- e implants, or any services rendered in conjunction with implants
- e treatment which is not generally recognized by the dental profession as an **effective**, appropriate and essential form of treatment for the dental condition
- e services or supplies which are not specified as a covered expense under this benefit

Survivor Extended Benefit

If you die while your dependents are insured under this Group Benefit Program, Manulife Financial will continue the Extended Health Care and Dental Care **benefits** without payment of premium, until the earliest of:



Your Group Benefits

- the date your dependent is no longer a dependent, according to the definition of dependent (see Explanation of Common Insurance Terms),
- the date similar coverage is obtained elsewhere,
- the date which is 24 months from your death, or
- the date the Group Policy terminates.



or

or



or



